



Bangladesh-China Power Company Limited

(A Joint Venture of NWPGL and CMC)

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Tender Document (National) for Engagement of Security Service Provider for Payra 1320MW Thermal Power Plant of BCPCL

One Stage Two Envelope Tendering Method (OSTETM), National

Issued Ref.: BCPCL/Procurement/OTM/2024-25/0603.01

Issued On: June 17, 2025



Table of Contents

Section 1.	Instructions to Tenderers.....	03
Section 2.	Tender Data Sheet.....	19
Section 3.	General Conditions of Contract.....	23
Section 4.	Particular Condition of Contract.....	34
Section 5.	Tender and Contract Forms.....	36
Section 6.	Activity Schedule.....	54
Section 7.	Performance Specifications.....	55



Section 1. Instructions to Tenderers

A. General

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| 1. Scope of Tender | 1.1 | The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of non-Consulting Services as specified in the TDS and as detailed in Section 6: Activity Schedule to the Contract. The name of the Tender and its number and identification is stated in the TDS . |
| | 1.2 | The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date as stated in the TDS . |
| 2. Interpretation | 2.1 | Throughout this Tender Document: <ul style="list-style-type: none">(a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;(b) if the context so requires, singular means plural and vice versa;(c) “day” means calendar days unless otherwise specified as working days;(d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;(e) “Tenderer” means a Person who submits a Tender;(f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and(g) “Tender” depending on the context, means a Tender submitted by a Tenderer for physical services to a Procuring Entity in response to an Invitation for Tender |
| 3. Source of Fund | 3.1 | Procuring Entity has been allocated BCPCL own funds (revenue) from the source as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued. |
| 4. Corrupt, Fraudulent, Collusive or Coercive Practices | 4.1 | It requires that the Procuring Entity as well as the Tenderers and Suppliers (including their manufacturers, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts. |
| | 4.2 | If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall: <ul style="list-style-type: none">a. exclude the concerned Tenderer from further participation in the particular procurement proceeding; orb. reject any recommendation for award that had been proposed for that concerned Tenderer; orc. declare, at its discretion, the concerned Tenderer to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time. |



5. Eligible Tenderers and Eligible Materials, Equipment and Associated Services

- 5.1 This Invitation for Tenders is open to all potential Tenderers.
- 5.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.
- 5.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.
- 5.4 Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
- 5.5 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
- 5.6 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.
- 5.7 Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 4.2.
- 5.8 All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the TDS.
- 5.9 For the purposes of this Clause, "origin" means the place where the Materials and Equipment are mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.
- 5.10 The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.

6. Site Visit

- 6.1 Tenderers, at the Tenderers' own responsibility and risk, are encouraged to visit and examine the Site of required Services and its surroundings and, obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderers' own expenses.
- 6.2 The Employer and its designated representatives shall be entitled on reasonable notice to make site visits to the anchorage ports and each of the Service provider's other operation sites to observe the Service Provider's operations. The Service provider agrees to co-operate with such site visits and provide all such assistance and information to the personnel engaged in such site visits as those persons may reasonably expect.

B. Tender Document

7. Tender Document

- 7.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 10.
 - Section 1 Instructions to Tenderers (ITT)
 - Section 2 Tender Data Sheet (TDS)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Particular Conditions of Contract (PCC)
 - Section 5 Tender and Contract Forms



- Section 6 Activity Schedule
- Section 7 Performance Specifications

7.2 The Procuring Entity will reject any Tender submission if the Tender Document was not purchased directly from the Procuring Entity. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. **Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.**

8. Clarification of Tender Document

- 8.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the TDS. The Procuring Entity will respond in writing to any request for clarification, within seven (7) days prior to the deadline for submission of Tenders.
- 8.2 The Procuring Entity is not obliged to answer any clarification received after that time requested under ITT Sub-Clause 8.1.
- 8.3 The Procuring Entity shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.4 Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 37.3.

9. Pre-Tender Meeting

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may invite prospective Tenderers to a Pre-Tender Meeting. Tenderers are encouraged to attend the meeting. If not stated in the TDS, the Pre-Tender meeting shall not be held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Procuring Entity not later than five (5) days prior to the date of the meeting, if held.
- 9.3 Minutes of the pre-Tender meeting, if held, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

10. Amendment of Tender Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.



- 10.3 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 37.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Procuring Entity, if so requested by a substantial number of Tenderers.

C. Qualification Criteria

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| 11. General Criteria | 11.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive. |
| | 11.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 11 to 17 inclusive. |
| | 11.3 Litigation history shall comply with the requirement as stated under ITT Sub Clause 13.1(c). |
| 12. Experience Criteria | 12.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the non-Consultant Service under the Contract: <ul style="list-style-type: none">a. a minimum number of years of general experience in contracting industries in public/private sector as Prime Contractor/Sub-contractor/Management Contractor as specified in the TDS.b. a minimum number of years of specific experience as Prime Contractor in providing non-Consulting Service of a nature, complexity and methods/technology similar to the proposed non-Consulting Service in at least a number of contracts over the period, as specified in the TDS. |
| 13. Financial Criteria | 13.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Services under the Contract. <ul style="list-style-type: none">(a) the average annual turnover as specified in the TDS during the period specified in the TDS.(b) availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the TDS.(c) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers. |
| 14. Personnel Capacity | 14.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Services under the Contract consisting of key personnel with qualifications and experience as specified in the TDS . |



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| 15. Equipment Capacity | 15.1 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS . |
| 16. Joint Venture | 16.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive. |
| 17. Sub-contractor | 17.1 The successful Tenderer shall under no circumstances assign the services or any part of it to the Subcontractor(s). |

D. Tender Preparation

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| 18. Only One Tender | 18.1 Tenderers shall submit only one (1) Tender for each package. Tenderer who submits or participates in more than one (1) Tender in one (1) package will cause all the Tenders of that Tenderer to be considered non-responsive. |
| 19. Cost of Tendering | <p>19.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p> <p>19.2 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.</p> |
| 20. Language of Tender | 20.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla. |
| 21. Contents of Tender | <p>21.1 The Tender prepared by the Tenderer shall comprise separate Technical Proposal and Financial Proposal.</p> <p>21.2 The Technical Proposal prepared by the Tenderer shall comprise the following:</p> <ol style="list-style-type: none"> a. Submission Letter for Technical Proposal (Form PSN-1) as stated under ITT Sub Clause 22.1; b. Tenderer Information (Form PSN-2) as furnished in Section 5: Tender Forms; c. the Tender Security as stated under ITT Clauses 27 and 28. d. the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 30.3. e. the Valid Trade License; f. documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 5.5; g. documentary evidence as stated under ITT Clause 25 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the physical services under the Contract; and h. curriculum vita of proposed manpower in case of outsourcing manpower. i. any other document as specified in the TDS. |



22. Tender
Submission Letter
and Priced Activity
Schedule

21.3 The **Financial Proposal** shall contain the followings:

- a. Submission Letter for Financial Proposal (Form PSN-6);
- b. The Priced Activity Schedule (Form PSN-7) as stated under ITT Sub Clause 22, 23 and 24;
- c. Any other requirement if **specified in the TDS.**

22.1 Tenderers shall submit the Tender Submission Letter for Financial Proposal (**Form PSN-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered non-responsive as being incomplete. **Any major alteration to the format causing deviation from the substance of the original format shall lead to rejection of the tender.**

22.2 Tenderers shall submit the priced Activity Schedule using the form(s) furnished in Section 6: Priced Activity Schedule. **Any major alteration to the format causing deviation from the substance of the original format shall lead to rejection of the tender.**

22.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price and wishes to correct such errors prior to submission of its Tender, it may do so but shall ensure that each correction is initialled by the authorised person of the Tenderer.

23. Tender Prices

23.1 The Contract shall be for the Services, as described in **Appendix A** to the contract and in **Section 7: Performance Specifications**, based on the priced **Activity Schedule**, submitted by the Tenderer.

23.2 The Tenderer shall fill in rates or prices inclusive of profit, overhead, Applicable Tax & VAT for all items of the Services described in the **Specifications** and listed in the **Activity Schedule**.

23.3 The items quantified in the priced **Activity Schedule** for which no unit rates or prices have been entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the **Section 6: Activity Schedule**.

23.4 All kinds of applicable taxes, duties, fees, levies, VAT and other charges payable by the Service Provider under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates or prices and, the total Tender price submitted by the Tenderer.

23.5 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.

23.6 In case of manpower supply, the remuneration of manpower shall be fixed as consolidated payment as per government circular plus applicable Tax & VAT. Tender shall quote only the commission as stated in **section 6: Activity schedule**.

23.7 Tenderer's quoting rate of service commission of the Tender **less** the specific threshold specified in **TDS & Section 6: Activity schedule** of the Tender Document as stated under ITT Sub 22.6, **shall be rejected**.

23.8 In the case of a discrepancy between the Tender Price quoted in figures and words the Tender Price quoted in words shall prevail.

24. Tender Currency

24.1 Tenderers shall quote all prices in Bangladesh Taka (BDT) in the Tender Submission Letter and in the **Activity Schedule**.



25. Documents
Establishing
Eligibility and
Qualification of the
Tenderer

25.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:

- (a) complete the eligibility declarations in the Tender Submission Letter (**Form PSN-1**);
- (b) complete the Tenderer Information (**Form PSN-2**);
- (c) general experience in service providing as stated under ITT Sub Clause 12.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;
- (d) specific experience in service providing under public sector of similar nature and size as stated ITT Sub Clause 12.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s);
- (e) average annual turnover i.e. total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 13.1(a), substantiated by Statement(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders;
- (f) adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (**Form PSN-5**), without alteration, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 13.1(b);
- (g) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 14.1;
- (h) major items of service equipment proposed to carry out the Contract as stated under ITT Clause 15.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;
- (i) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;
- (j) reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the **TDS**, substantiated by Audit Reports.



26. Validity Period of Tender
- 26.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive. **A Tender valid for a shorter period shall be rejected by the Procuring Entity as being non-responsive.**
- 26.2 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 40.2.
- 26.3 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 26.2 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.
27. Tender Security
- 27.1 The Tenderer shall furnish along with the Technical Proposal as part of its Tender, a Tender Security in the form and in the amount specified in the TDS. **A Tender valid for a shorter period shall be rejected by the Procuring Entity as being non-responsive.**
- 27.2 The Tender Security shall:
- i. at the Tenderer's option be either;
 - i. in the form of a bank draft or pay order; or
 - ii. in the form of an irrevocable bank guarantee (Form PSN-4) issued by a Scheduled Bank of Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - ii. be payable promptly upon written demand by the Procuring Entity in the case of the conditions listed in ITT Clause 28 being invoked; and
 - iii. remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 26.2.
- 27.3 **A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Procuring Entity as non-responsive.**
- 27.4 The authenticity of the Tender Security submitted by a Tenderer shall be examined and verified by the Procuring Entity in writing from the Bank issuing the security, prior to finalization of the Evaluation Report. If Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Procuring Entity may proceed to take punitive measures against that Tenderer as stated under ITT Sub-Clause 29.1.
28. Return of Tender Security
- 28.1 No Tender Security shall be returned to the Tenderers before contract signing.
- 28.2 Unsuccessful Tenderer's Tender Security will be discharged or returned as soon as possible but within twenty-eight (28) days after the expiry of the Tender Validity period as stated under ITT Sub Clauses 26.1.



29. Forfeiture of
Tender Security

28.3 The Tender Security of the successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security and signing of the Contract Agreement.

29.1 Tender Security may be forfeited, if a Tenderer:

- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 26; or
- (b) refuses to accept a Letter of Acceptance as stated under ITT Sub Clause 50.2; or
- (c) fails to furnish Performance Security as stated under ITT Sub Clause 51.1 and 51.2; or
- (d) refuses to sign the Contract as stated under ITT Sub Clause 55.2; or
- (e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 43.2.

30. Format and
Signing of Tender

30.1 The Technical Proposal shall be submitted in one (1) original and in no. of copies as specified in the TDS and clearly mark each of them "**Original: Technical Proposal**" and "**Copy: Technical Proposal**", as applicable. In the event of any discrepancy between the original and the copies, the original shall prevail.

30.2 The Financial Proposal shall be submitted in one (1) original and in no. of copies as specified in the TDS and clearly mark each of them "**Original: Financial Proposal**" and "**Copy: Financial Proposal**", as applicable. In the event of any discrepancy between the original and the copies, the original shall prevail.

30.3 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign the Tender. A person signing on behalf of the Tenderer shall be duly and lawfully authorized to do so by the Tenderer through resolution of the tenderer's company/ Article of Association of the company or by way of authorization through a person duly empowered by the Tenderer to do so. **The written authorisation shall be attached to the Tenderer Information Sheet (Form PSN-2).** The name and position of the authorized person shall be mentioned, and his signature shall be attested by the Tenderer. The name and position of the person empowered to authorize shall also be clearly mentioned. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.

30.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

30.5 **Person(s) signing the Tender shall describe his or her name, address, position along with his or her national Identification Number, if any.**

E. Tender Submission

31. Sealing, Marking
and Submission of
Tender

31.1 The Tenderer shall enclose the original and all copies of Technical Proposal in an envelope duly marking the same as "**Technical Proposal**".

31.2 The Tenderer shall enclose the original and all copies of Financial Proposal in an envelope duly marking the same as "**Financial Proposal**".



- 31.3 The inner and outer envelopes shall:
1. bear the name and address of the Tenderer;
 2. be addressed to the Procuring Entity at the address specified in the TDS;
 3. bear the name of the Tender and the Tender Number as specified in the TDS; and
 4. the envelope containing the Technical Proposal shall also bear a statement on the envelope "DO NOT OPEN BEFORE....." the time and date for Technical Proposal opening as specified in the ITT Sub-Clause 35.1.
- 31.4 The envelope containing the Financial Proposal shall also bear a statement on the envelope "NOT TO BE OPENED DURING TECHNICAL PROPOSAL OPENING".
- 31.5 If all envelopes are not sealed and marked as required by ITT Sub-Clause 31.1, 31.2 & 31.3, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.
32. Deadline for Submission of Tender
- 32.1 Tenders shall be delivered by hand or by mail, including courier services at the address not later than the date and time, as specified in the **TDS**.
- 32.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 32.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
33. Late Tender
- 33.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 32.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.
34. Modification, or Withdrawal of Tender
- 34.1 A Tenderer may modify, substitute or withdraw its Tender (Technical Proposal and Financial Proposal) after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 30.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
1. submitted in accordance with ITT Clauses 30 and 31 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Modification TECHNICAL PROPOSAL" and/or "Modification FINANCIAL PROPOSAL" OR "Substitution TECHNICAL PROPOSAL" and/or "Substitution FINANCIAL PROPOSAL" and
 2. received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 32.
- 34.2 Tenderers shall not be allowed to retrieve its original Tender but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFICATION**".
- 34.3 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "**WITHDRAWAL**".



F. Tender Opening and Evaluation

35. Tender Opening

- 35.1 The Procuring Entity shall open the envelope containing Technical Proposal of Tenders in public, including modifications or substitutions on Technical Proposal, if any, made pursuant to ITT Clause 31, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 34 shall be returned unopened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Technical Proposal and shall sign a register evidencing their attendance. Person(s) not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 35.2 The name of the Tenderer, Tender withdrawals and modifications or substitutions on Technical Proposal, if any, and the presence or absence of a Tender Security, and such other details as the Procuring Entity, at its discretion, may consider appropriate, shall be read out aloud and recorded. The sealed envelope containing modification or substitution of Financial Proposal, if any, shall not be opened but shall be recorded and read out aloud and initialled by a minimum of three members of the Procuring Entity's Tender Opening Committee. All pages of the original of the Technical Proposal, except for un-amended printed literature, will be initialled by the members of the Procuring Entity's Tender Opening Committee.
- 35.3 Minutes of the Tender opening for Technical Proposal shall be made by the Procuring Entity and furnished to any Tenderer upon receipt of a written request. The minutes of the opening of Technical Proposal shall include, as a minimum, the name of the Tenderer and whether there is a withdrawal of Tender or substitution or modification on Technical Proposal or any envelope containing proposal of substitution or modification on Financial Proposal.
- 35.4 The Procuring Entity shall open the envelope containing Financial Proposals in public, including modifications or substitutions on Financial Proposal, if any, made pursuant to ITT Clause 34, of all the Tenderers who submitted substantially responsive Technical Proposal at the time and date at the location that will be subsequently communicated to the Technically responsive Tenderers. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Financial Proposal and shall sign a register evidencing their attendance.
- 35.5 The name of the Tenderer and Tender modifications or substitutions on Financial Proposal, if any, total amount of each Tender price, number of corrections, discounts, and such other details as the Procuring Entity, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts read out at the Tender opening shall be considered for evaluation. All pages of the original of the Financial Proposal of Tenders will be initialled by a minimum of three (03) members of the Procuring Entity's Tender Opening Committee.
- 35.6 Minutes of the Tender opening for Financial Proposal shall be made by the Procuring Entity and furnished to any Tenderer upon receipt of a written request. The minutes of the opening of Financial Proposal shall include, as a minimum, the name of the Tenderer and whether there is a withdrawal, substitution or modification on Financial Proposal and any the Tender Price, per lot as applicable, including any discounts offers.



- 35.7 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 33.
36. Confidentiality of Tender 36.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until the award of the Contract is announced.
37. Clarification of Tender 37.1 The Tender Evaluation Committee (TEC) may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT Clause 43.
- 37.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.
- 37.3 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 37.4 Requests for clarification shall be in writing and shall be signed only by the Convener of the TEC.
38. Contacting the Procuring Entity 38.1 Following the opening of the Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Procuring Entity or try in any way to influence the Procuring Entity's examination and evaluation of the Tenders.
- 38.2 Any effort by a Tenderer to influence the Procuring Entity in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 38.3 Notwithstanding ITT Sub Clause 38.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.
39. Responsiveness of Tender 39.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 39.2 A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way or is inconsistent with the Tender Document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 39.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Procuring Entity and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.



- 39.4 There shall be no requirement as to the minimum number of responsive Tenders.
40. Preliminary Examination
- 40.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 21 has been provided, to determine the completeness of each document submitted.
- 40.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected.
- (a) Tender Submission Letter;
 - (b) Written confirmation of authorization to commit the Tenderer; and
 - (c) Valid Tender Security.
41. Technical Examination and Responsiveness
- 41.1 If the Technical Proposal is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
- 41.2 There shall be no requirement as to the minimum number of responsive Tenders.
- 41.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.
- 41.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 25.
- 41.5 TEC shall further examine the terms and conditions specified in **Section 7: Performance specifications.**
- 41.6 If after the examination, TEC determines that the Technical Proposal has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 41.4 & 41.5, it shall be considered responsive.
- 41.7 TEC as a whole and each of its members themselves individually shall separately evaluate and marking as set forth in the TDS and rank the tender on the basis of technical point as stated in TDS in case of out sourcing (Man-power supply).
- 41.8 Technical points (Tp) as stated under ITT 41.7, not securing the precise minimum as specified in the **TDS**, shall be consider non-responsive.
42. Financial Evaluation
- 42.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
- 42.2 To evaluate a Tender, the TEC shall consider the total tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 42.1.
- 42.3 Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
- 42.4 In case of out-sourcing (**Man-power supply**), the tender shall be rejected, if the tenderer quoted the price less than the threshold provided by the Procuring Entity as stated in **section 6. Activity schedule.**



43. Correction of Arithmetical Errors
- 43.1 Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the basis that; (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and, (c) if there is a discrepancy between words and figures, the amount in words shall prevail.
- 43.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 43.1 will be immediately notified by the TEC to the concerned Tenderer for acceptance.
44. Price Comparison
- 44.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with **ITT Clause 42**.
- 44.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as Service period, quality of Service provided, complaints history and performance indicators could be taken into consideration.
- 44.3 The successful Tenderer as stated under ITT Sub Clauses **44.1 and 44.2** shall not be selected through lottery under any circumstances.
- 44.4 In case of out-sourcing (Man-power supply), the tender shall be rejected, if the tenderer quoted the price less than the threshold provided by PE as stated in section 6. Activity schedule.
45. Negotiations
- 45.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
46. Post-Qualifications
- 46.1 The determination on post-qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 24, clarifications in accordance with ITT Clause 41 and the qualification criteria indicated in ITT Clause 12, 13, 14, 15, 16 and 17. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
- 46.2 In the event that the Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the Tenderer with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.
47. Rejection of All Tenders
- 47.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
- 47.2 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 47.3 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
- 47.3 All Tenders can be rejected, if -



- (a) the price of the lowest evaluated Tender substantially exceeds the official estimate, provided the estimate is realistic; or
 - (b) there is evidence of lack of effective competition, such as non-participation by a number of potential Tenderers; or
 - (c) Tenders are not responsive; or
 - (d) evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
48. Informing Reasons for Rejection
- 48.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

49. Award Criteria
- 49.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Letter of Acceptance (LOA) to the successful Tenderer.
50. Letter of Acceptance
- 50.1 The LOA, attaching the contract as per the sample (**Form PSN-8**) to be signed, shall state:
- (a) the acceptance of the Tender by the Procuring Entity;
 - (b) the price at which the contract is awarded;
 - (c) the date and time within which the Contract shall be signed.
- 50.2 The LOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its issuance.
- 50.3 Until a formal contract is signed, the LOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.
51. Performance Security
- 51.1 The Performance Security shall be provided by the successful Tenderer in currency at the percentage as specified in the **TDS**.
- 51.2 The Procuring Entity, upon recommendation of the TEC, may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 52.1 but not exceeding twenty-five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading.
- 51.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
52. Form and Time Limit for Furnishing of Performance Security
- 52.1 The Performance Security, as stated under **ITT Clause 51**, may be in the form of a Pay Order or Bank Draft, or an irrevocable Bank Guarantee in the format (**Form PSN-10**), issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
- 52.2 Within fourteen (14) days from the date of acceptance of the LOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under **ITT Sub Clauses 51.1 or 51.2**.



53. Validity of Performance Security
- 53.1 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
54. Authenticity of Performance Security
- 54.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
55. Contract Signing
- 55.1 Within twenty-eight (28) days of issuance of the LOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 55.2 Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 55.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
56. Publication of Award of Contract
- 56.1 The Procuring Entity shall publish the Award of Contract on its Notice Board and where applicable on the website of the Procuring Entity.
57. Debriefing of Tenderers
- 57.1 Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her without disclosing information about any other Tenderer. In the case of debriefing, confidentiality of the evaluation process shall be maintained.
- 57.2 Tenderer has the right to complain in accordance with the BCPCL Procurement Procedures 2019 and PPA-2006, PPR-2008 whichever is applicable.
58. Summary of major points of rejection/non-responsiveness of tenders.
- 58.1 The factors related to considering any tender as being rejected or non-responsive have been detailed in several clauses in the Instruction to Tenderers (ITT) and the tenderers shall be required to pay particular attention to those. However, some of the major factors leading to rejection/non-responsiveness of tender are highlighted below for convenience of the tenderers.
- (i) Late submission of tenders.
 - (ii) Non-compliance / Incomplete submission of Tender Submission Sheet against the tender requirement.
 - (iii) Non-compliance to submit of Tender security as per tender requirement.
 - (iv) Non-compliance with requirement of validity of tender.
 - (v) Failure to quote tender price as per tender requirement.
 - (vi) Failure to meet the qualification criteria.
 - (vii) Non-submission or incomplete submission of Tender Information Sheet duly signed.
 - (viii) Non-compliance with tender requirements **referred to in Section-2, TDS.**
 - (ix) Tender not signed/submitted by duly authorized person.




Section 2: Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The Procuring Entity is Bangladesh-China Power Company Limited represented by Superintending Engineer (Procurement) Tender Ref: BCPCL/Procurement/OTM/2024-25/0603.01, dated June 16, 2025</p> <p>The Name of the Service is: Engagement of Security Service Provider for Payra 1320MW Thermal Power Plant of BCPCL</p>
ITT 1.2	The Intended Completion Date of the Contract: 01 (one) years from contract signing.
ITT 3.1	The source of fund is: Own fund
B. Tender Document	
ITT 8.1	<p>For clarification of Tender Document purposes only, the Procuring Entity's address is: Attention: Superintending Engineer (Procurement), BCPCL Address: Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka; Telephone No: +880-1329748672 E-mail: procurement@bcpcl.org.bd</p>
ITT 9.1	<p>The Pre- Tender meeting shall be held at Date: June 24, 2025 Time: 11:00 AM. Place: Conference Room, Bangladesh-China Power Company Limited Corporate Office, UTC Building (Level # 5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh</p>
C. Qualification Criteria	
ITT 12.1(a)	<p>The Tenderer must have a minimum of five (5) years of overall experience as a security service provider.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>
ITT 12.1(b)	<p>The Tenderer must have specific experience in providing security services completed within the last three (3) years, with a minimum cumulative contract value of BDT 20,000,000.00 (Two Crore) only across a maximum of three (3) contracts.</p> <p>To meet this qualification, the Tenderer must provide experience certificates issued by Government, Semi-Government, Autonomous Bodies, Government Companies, Power Plants.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>
ITT 13.1(a)	Not applicable
ITT 13.1(b)	<p>The Tenderer shall have minimum amount of liquid asset or working capital or credit facility of BDT 10,000,000.00 (one crore) only from any scheduled Bank of Bangladesh. The Line of Credit shall be submitted using the Form PSN – 5 in Section 5.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>
ITT 13.1(c)	All pending litigation shall be treated as resolved against the Tenderer and will be subtract from total liquid asset as per requirement set in ITT 13.1 (b) . The pending litigation history shall be submitted using the Form PSN-2 in Section 5.



ITT 14.1	3 (three) Security Inspectors shall have the following qualifications and experience:		
	Qualifications	Total Works Experience (Years)	In Similar work Experience (Years)
	Security Inspector: Education: Preferably SSC pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 25 years or above	03 (three) years	02 (two) year
	13 (Thirteen) Security Supervisors shall have the following qualifications and experience:		
	Qualifications	Total Works Experience (Years)	In Similar work Experience (Years)
	Security Supervisor: Education: Preferably SSC pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 25 years or above	03 (three) years	02 (two) year
	115 (One Hundred and Fifteen) Security Guards shall have the following qualifications and experience:		
	Qualifications	Total Works Experience (Years)	In Similar work Experience (Years)
	Education: Preferably VIII pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 20 years or above	03 (three) years	02 (two) year
ITT 16.1	Joint venture will not be allowed.		
ITT 17.1	Sub-contractor will not be allowed.		





D. Tender Preparation	
ITT 21.1(i)	<p>A.The tenderer shall also be required to submit documents in support of following requirements along with the technical proposal. Failure to meet any requirement mentioned below (a to j) shall cause the rejection of technical proposal.</p> <p>a) Tender Submission Letter (Form PSN-1) b) Tenderer Information Sheet (Form PSN-2) c) Personnel Information of Security Inspector (PSN-3) d) Performance Certificate of end user e) Valid Trade License. f) Up to date Income tax certificate. g) VAT registration certificate h) CV of 3 Nos. Security Inspector i) CV of 12 Nos. Security Supervisor</p> <p>The tenderer also needs to submit the following document with the Technical Proposal:</p> <p>a) Person(s) signing the Tender shall provide a copy of his or her National Identification card. b) Copy of Purchase receipt of Tender document.</p> <p>B.The Financial Proposal shall also be required to submit the followings along with the tender:</p> <p>a. Submission Letter for Financial Proposal (Form PSN-6); b. The Priced Activity Schedule (Form PSN-7)</p>
ITT 23.7	Threshold limit of <u>service commission</u> : Minimum 5 (five) percent
ITT 26.1	The Tender Validity period shall be 90 (ninety) days.
ITT 27.1	The amount of the Tender Security shall be BDT 500,000/- (five lac) only in favour of Bangladesh-China Power Company Limited.
E. Tender Submission	
ITT 31.1	In addition to the original of the Technical Proposal , number of copies to be submitted: 02 (two)
ITT 31.2	In addition to the original of the Financial Proposal , number of copies to be submitted: 02 two)
ITT 32.1	<p>For <u>Tender submission purposes</u>, the Procuring Entity's address is: Attention: Superintending Engineer (Procurement), BCPCL Address: Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka; Tenderers "shall not" have the option of submitting their tenders electronically. Telephone No: +880-1329748672; E-mail: procurement@bcpcl.org.bd The deadline for hand-delivering of the Tenders at the PRIMARY PLACE is: Bangladesh-China Power Company Limited Address: Bangladesh-China Power Company Limited Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka</p> <p>Time and Date: July 16, 2025, Time: 12:00 PM</p>



F. Tender Opening and Evaluation					
ITT 35.1	The Tender opening shall take place at: Address: Bangladesh-China Power Company Limited Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka Time & Date: July 16, 2025, Time: 12:30 PM				
ITT 40.7	The point to be given as following: Not applicable				
ITT 40.8	The point to be given as following: (in case of man-power supply)				
	Sl. No	Designation	Allotted Points/person	Total Person	Allotted point
	01	Security Inspector	16	03	48
	02	Security Supervisor	4.33	12	52
	Total Point				100
	Sub-criteria:				
	Educational Qualification		20%		
General Experience		20%			
Specific Experience		50%			
Height		10%			
Total Weightage		100%			
The minimum pass mark is 70 for Technical Parts (Tp).					
G. Contract Award					
ITT 51.1	The amount of Performance Security shall between 5% (Five Percent) of the Contract price in the currency of Bangladesh Taka.				



Section 3. General Conditions of Contract

A. General

1 Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services;
- (b) **Appropriate Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
- (c) **Completion** means the fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in the Contract;
- (d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Employer, in accordance with GCC Clause 49.1;
- (e) **Contract Agreement** means the Agreement entered into between the Employer and the Service Provider together with the Contract Documents;
- (f) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices;
- (g) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 41.1;
- (h) **Day** means calendar day unless otherwise specified as working days;
- (i) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 11.1;
- (j) **Employer** is the party named in the PCC who engages the Service Provider to perform the Services;
- (k) **Force Majeure** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;
- (l) **GCC** means the General Conditions of Contract;
- (m) **BCPCL** means the Bangladesh China Power Company Limited;
- (n) **Intended Completion Date** is the date on which it is intended that the Service Provider shall complete the Services as specified in the PCC;
- (o) **Month** means calendar month;
- (p) **Party** means the Employer or the Service Provider, as the case may be, and "**Parties**" means both of them;



(q) **Personnel** means professionals and support staff provided by the Service Provider and, assigned to perform the Services or any part thereof;

(r) **Reimbursable expenses** mean all assignment-related costs other than Service Provider's remuneration.

(s) **Remuneration** means all costs related to payments of fees to the Service Provider for the time spent by the professional and other staff on assignment related activities;

(t) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented;

(u) **Services** means the work to be performed by the Service Provider pursuant to this Contract, as described in **Appendices A to E** of the Contract Agreement;

(v) **Service Provider** is a Person or a corporate body whose tender to provide the Services has been accepted by the Employer and as specified in the PCC;

(w) **Third Party** means any person or entity other than the Government, the Employer and the Service Provider;

(x) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Communications and Notices

2.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the **PCC**.

3. Governing Law

3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

4. Governing Language

4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in **English**.

5. Documents Forming the Contract and Priority of Documents

5.1 The documents forming the Contract Agreement shall be interpreted as in the Contract Agreement in **Section 5**

6. Assignment

6.1 The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Service Provider's rights, claims or obligations under this Contract except with the prior written approval of the Employer.

7. Eligible Services

7.1 The Service Provider shall be a national of Bangladesh.

8. Taxes and Duties

- 8.1 The Service Provider shall be entirely responsible for all applicable taxes, custom duties, other levies imposed or incurred inside and outside Bangladesh.
- 8.2 Tenderer is subjected to local Taxes as per the applicable Law, **in case out-sourcing (Security Service). AIT deducted from the commission at source, or as per legislative change.**
- 8.3 Tenderer and his deployed workers/manpower are subjected to VAT on amounts payable by the client as per the applicable Law **in case out-sourcing (Security Service) which will be deducted at source.**



9. Corrupt, Fraudulent,
Collusive or Coercive
Practices

- 9.1 BCPCL requires that Employer, as well as Service Provider shall, during the Procurement proceedings and the execution of Contracts under BCPCL's own funds, ensure-
- (a) strict compliance with the provisions of Procurement Procedures-2019 of BCPCL
 - (b) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 9.1(b).
- 9.2 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Service Provider to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Service Provider concerned. Any communications between the Service Provider and the Employer related to matters of alleged fraud or corruption shall be in writing.
- 9.3 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Employer against the Service Provider alleged to have carried out such practices, the Employer will :
- (a) exclude the Service Provider from further participation in the particular Procurement proceeding; or
 - (b) declare, at its discretion, the Service Provider to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

B. Commencement, Completion and Modification

10. Program
- 10.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
11. Effectiveness of Contract
- 11.1 The Contract shall come into force on the date the Contract is signed by both Parties and such other date as specified in the PCC.
12. Starting Date
- 12.1 The Service Provider shall commence carrying out the Services not later than the number of days as specified in the PCC, after the date the Contract becomes effective.
13. Intended Completion Date
- 13.1 Unless terminated earlier pursuant to GCC Clauses 48 to 57, the Service Provider shall complete the activities by the Intended Completion Date as specified in the PCC.
14. Modifications or Variations
- 14.1 The Employer may notify the Service Provider to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
- 14.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties.



Each Party shall give due consideration to any proposals for modification or variation made by the other Party.

C. Service Provider's Personnel

- | | |
|---|--|
| 15. General | 15.1 The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services under the Contract. |
| 16. Description of Personnel | 16.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the Service Provider's Key Personnel are described in Appendix C , to the Contract.

16.2 The periods of engagement of Key Personnel set forth in Appendix-C may be increased by agreement in writing between the Employer and the Service Provider, if additional work is required beyond the Scope of the Services specified in Appendix A to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 40.1 of this Contract, this will follow procedures as stated under GCC Clause 14.1, including prior review where necessary. |
| 17. Approval of Personnel | 17.1 The Employer approves the Key Personnel listed by title as well as by name in Appendix C to the Contract. In respect of other Personnel that the Service Provider proposes to use in carrying out of the Services, the Service Provider shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). |
| 18. Removal and/or Replacement of Personnel | 18.1 Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Employer. |

D. Obligations of the Service Provider

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|---------------------------|---|
| 19. General | 19.1 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services and, shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties. |
| 20. Conflict of Interests | 20.1 The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008 including amendment thereto. |



21. Service Provider Not to Benefit from Commissions Discounts etc.
- 21.1 The Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Service Provider shall use their best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
22. Service Provider and Affiliates not to Engage in Certain Activities
- 22.1 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the services or continuation thereof for any project resulting from or closely related to this service.
23. Prohibition of Conflicting Activities
- 23.1 The Service Provider, during the term of this Contract, shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
24. Confidentiality
- 24.1 The Service Provider and the Personnel shall not at any time disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
25. Indemnification
- 25.1 The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's officers, agents, and employees, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Service Provider, its officers, agents and employees.
- 25.2 The obligations as stated under GCC Sub Clause 19.1 shall not lapse upon conclusion or termination of this Contract provided that the Service provider is notified of such actions, claims, losses or damages not later than the number of months as specified in the PCC.
26. Insurance to be taken out by the Service Provider
- 26.1 The Service Provider, if so specified in the PCC,
- (a) shall take out and maintain at their own cost, but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage; and
- (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
27. Accounting, Inspection and Auditing
- 27.1 The Service Provider shall
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and
- (b) periodically permit the Employer or its designated representative up to five (5) years from the conclusion or termination of this



Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Employer, if so required by the Employer.

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| 28. Service Provider's Actions Requiring Employer's Prior Approval | 28.1 The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) any change or addition to the Personnel listed in Appendix C to the Contract;
(b) any change in the Program of activities; and
(c) any other action that may be specified in the PCC . |
| 29. Reporting Obligations | 29.1 The Service Provider shall submit to the Employer the reports and documents specified in Appendix B to the Contract hereto, in the form, in the numbers and within the time periods set forth in the Appendix B . |
| 30. Proprietary Rights on Documents Prepared by the Service Provider | 30.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Service Provider for the Employer under this Contract shall become and remain the absolute property of the Employer, and the Service Provider shall, not later than upon conclusion or termination of this Contract, deliver all such documents to the Employer, together with a detailed inventory. |
| 31. Liquidated Damages | 31.1 If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as stated under GCC Sub Clause 31.2.

31.2 The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities. |
| 32. Correction for Overpayment | 32.1 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub Clause 45.1. |
| 33. Lack of Performance damages claim | 33.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, damages for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC Sub clause 53.1 and, as specified in the PCC . |
| 34. Performance Security | 34.1 The Employer shall notify the Service Provider of any claim made against the Bank issuing the Performance Security.

34.2 The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more. |



- (a) The Service Provider is in breach of the Contract and the Employer has duly notified him or her ; and
- (b) The Service Provider has not paid an amount due to the Employer and the Employer has duly notified him or her.

34.3 In the event the Service Provider is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Employer may call the full amount of the Performance Security.

E. Obligations of the Employer

35. Assistance and Exemptions

- 35.1 The Employer shall use its best efforts to ensure that the BCPCL shall:
- (a) provide the Service Provider and Personnel with documents as shall be necessary to enable the Service Provider or Personnel to perform the Services;
 - (b) issue to officials and representatives of BCPCL all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
 - (c) assist the Service Provider in obtaining necessary licenses and permits needed to carry out the Services; and
 - (d) provide to the Service Provider and Personnel any such other assistance as may be specified in the **PCC**.

36. Change in the Applicable Law Related to Taxes

- 36.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Service Provider in performing the Services, then the amounts otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 40.1.

37. Services and Facilities

- 37.1 The Employer shall make available to the Service Provider, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix E** to the Contract at the times and in the manner specified.

38. Payment

- 38.1 In consideration of the Services performed by the Service Provider under this Contract, the Employer shall make to the Service Provider such payments and in such manner as stated under GCC Clauses 39 to 48.

F. Payments to the Service Provider

39. Payments: General

- 39.1 All payments under this Contract shall be made to the account of the Service Provider as specified in the **PCC**.

40. Lump-Sum Payment

- 40.1 The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in **Appendix A**; except as stated under GCC Sub Clause 42.1.

41. Contract Price

- 41.1 The Contract Price is set forth in the **PCC**.

42. Payment for Additional Services

- 42.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 14.



43. Terms and Conditions of Payment
- 43.1 Payments in respect of the Services shall be made according to the payment schedule stated in the **PCC** after the conditions listed in the **PCC** for such payment have been met, and the Service Provider has submitted an invoice, not later than fifteen (15) days after the condition met, to the Employer specifying the amount due. The Employer shall pay the Service Provider within thirty (30) days after the receipt of the invoices.
- 43.2 Payment will be made individually to the each deployed manpower and contractor's commission to their individual account by cross cheque or pay advice subjected to submitted and approved invoice as stated in GCC 43.1 **in case of out sourcing (Man-power supply)**.
- 43.3 In the event of termination of this Contract pursuant to GCC Clauses to 48 to 57, the Employer shall make the payments to the Service Provider for Services satisfactorily performed prior to the effective date of termination.
44. Advance Payment
- 44.1 If so specified in the **PCC**, an Advance Payment for Mobilization, Materials and Supplies shall be made to the Service Provider, of the amount and within the number of days after the Effective Date as specified in the **PCC**. The Advance Payment shall be made against the provision by the Service Provider of an unconditional Bank Guarantee for the same amount which shall:
- (a) remain effective until the Advance Payment has been fully amortized as specified in the **PCC**; and
- (b) be in the format as shown in **PSN-11**
- 44.2 Advance Payments will be amortized by the Employer in instalments as specified in the **PCC** until fully amortized.
45. Interest on Delayed payment
- 45.1 If the Employer has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the **PCC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.
46. Amendment to Contract
- 46.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.
- 46.2 The Employer contracting shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.
47. Final Payment
- 47.1 The final payment under this Contract shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Employer.
48. Suspension of Payments
- 48.1 The Employer may, by written notice of suspension to the Service Provider, suspend all or part of the payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:



- (a) shall specify the nature of the failure, and
- (b) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

G. Time Control

- | | |
|---|---|
| 49. Completion of Services | 49.1 The Service Provider shall carry out the Services in accordance with the Programme submitted by the Service Provider, as updated with the approval of the Employer and complete them by the Intended Completion Date as stated under GCC Clause 17.1. |
| 50. Extension of the Intended Completion Date | 50.1 In the event the Service Provider is unable to complete the assignment by the Intended Completion Date it may request the Employer to extend the Intended Completion Date giving reasons. The Employer shall extend the Intended Completion Date in the circumstances of Force Majeure defined under GCC Sub Clause 1.1 (k). |
| 51. Progress Meeting | 51.1 The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the works. |

H. Quality Control

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|--|--|
| 52. Identifying Defects | 52.1 The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the PCC. The Employer shall check the Service Provider's performance and notify him or her of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. |
| 53. Correction of Defects, and Lack of Performance Penalty | 53.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC Sub Clause 33.1. |

I. Termination

- | | |
|--------------------------------|--|
| 54. Termination for Default | 54.1 The Employer or the Service Provider, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party. |
| 55. Termination for Insolvency | 55.1 The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if: <ul style="list-style-type: none"> (a) the Employer becomes bankrupt or otherwise insolvent; (b) the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not |



prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

56. Termination for Convenience

- 56.1 The Employer, by notice sent to the Service Provider, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

57. Termination because of Force Majeure

- 57.1 The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

J. Settlement of Disputes

58. Amicable Settlement

- 58.1 The Employer and the Service Provider shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

59. Adjudication

- 59.1 The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of any disagreement between the parties at a later stage, the Appointing Authority as specified in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of such request from either party.
- 59.2 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within fourteen (14) days of the notification of disagreement of one party to the other.
- 59.3 The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.
- 59.4 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision will be final and binding.
- 59.5 Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, the Adjudicator shall be appointed by the Appointing Authority as specified in the **PCC** at the request of either party, within fourteen (14) days of receipt of such request.

60. Arbitration

- 60.1 If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of



its intention to commence arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the PCC.



Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (j)	<p>The Employer is: Bangladesh-China Power Company Limited Represented by the Superintending Engineer (Procurement)</p> <p>The Service Provider is [name, address and name of authorized representative]</p>
1.1 (n)	<p>The Intended Completion Date is 1 (one) year from the contract effective date.</p> <p>The Contract may be extended by the Employer, if it is required.</p>
GCC 2.1	<p>The addresses for Communications and Notices are:</p> <p>Employer</p> <p>Attention: Superintending Engineer (Procurement), BCPCL Address: Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka; Telephone No: +880-1329748672 E-mail: procurement@bcpcl.org.bd</p> <p>Service Provider</p> <p>Attention : Facsimile : E-mail :</p>
GCC 11.1	The date on which this Contract shall come into force on the date the Contract signing by both parties.
GCC 12.1	The Starting Date for commencement of Services shall be 10 (Ten) days after the Contract becomes effective.
GCC 13.1	The intended completion date of the contract is September, 2026 (may be extended subject to extension of the project period).
GCC 25.2	The Service Provider is notified of such actions, claims, losses or damages not later than 03 (Three) Months after conclusion or termination of the Services.
GCC 26.1(a)	The risks and the coverage shall be as follows: The Service Provider shall make insurance cover for the period from the start date to the completion date, for the events which are due to Service Provider risks: personal injury or death of service provider's personnel.
GCC 28.1(c)	The other actions that shall require Employer's approval are: (iii) any replacement of the approved supervisor or labours
GCC 31.2	Liquidated Damages are not applicable.
GCC 35.1(d)	Assistance and exemptions for carrying out the Services to be provided by the Employer are: <i>None</i>



GCC 39.1	<p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : [insert title to whom the Contract awarded]</p> <p>Name of the Bank : [insert name with code, if any]</p> <p>Name of the Branch : [insert branch name with code ,if any]</p> <p>Account Number : [insert number]</p> <p>Address : [insert location with district]</p> <p>Tel:</p> <p>Fax:</p> <p>e-mail address:</p> <p>[information furnished by the Service Provider shall be substantiated by the concerned Bank and authenticated by the Employer]</p>
GCC 41.1	The Contract ceiling amount is: <i>[insert Contract amount in BDT]</i>
GCC 43.1	<p>Progress payments shall be made in line with agreed-on outputs in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to qualitative assessment of the performance indicators:</p> <ul style="list-style-type: none"> • Payment shall be made on monthly basis. • The Employer will pay wages to the individual bank account of the Manpower (Supervisors and Labors) as per the “Outsourcing প্রক্রিয়ায় সেবা গ্রহণ নীতিমালা, 2025” as mentioned in the Priced Activity Schedule (Form PSN-7). • Commission of the Manpower will be made in favor of the service provider after deduction of TAX and VAT.
GCC 44.1	Advance Payment: <u>Not Applicable</u>
GCC 45.1	The Service Provider shall be entitled to receive financing charges for delayed payment during the period of delay at the rate of: <u>Not applicable</u>
GCC 52.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <u>Performance Monitoring shall be done.</u></p> <p>The Defects Liability Period is: Not Applicable.</p>
GCC 59.1	<p>The Adjudicator jointly appointed by the parties is:</p> <p>Name:</p> <p>Phone no:</p> <p>Fax No: none</p> <p>In case of disagreement between the parties at the subsequent stage, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh.</p>
GCC 59.4	The Adjudicator will be paid at the rate of Tk.5,000 (five thousand) only per hour of work. The following reimbursable expenses are admissible: Report preparation, communication, transports etc. not exceeding Tk.5,000 (five thousand) only.
GCC 59.5	In case of disagreement between the parties, the appointing Authority for the Adjudicator is the president of the institute of Engineers, Bangladesh (IEB)
GCC 60.1	The place of Arbitration is: Dhaka



Section 5: Tender and Contract Forms

Form	Title
Tender Forms for Technical Proposal	
PSN – 1	Submission Letter for Technical Proposal
PSN – 2	Tenderer Information
PSN – 3	Personnel Information
PSN – 4	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
PSN - 5	Letter of Commitment (<i>when this option is chosen</i>)
Tender Forms for Financial Proposal	
PSN- 6	Submission Letter for Financial Proposal
PSN - 7	Priced Activity Schedule

Forms **PSN -1** to **PSN -5** comprises part of the **Technical Proposal** Format and should be completed as stated in ITT Clauses 21.

Forms **PSN -6** to **PSN -7** comprises part of the **Financial Proposal** Format and should be completed as stated in ITT Clauses 21.

Form	Title
Contract Forms	
PSN – 8	Letter of Acceptance
PSN – 9	Contract Agreement (<i>includes Appendices</i>)
PSN –10	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)
PSN –11	Bank Guarantee for Advance Payment (<i>if applicable</i>)

Forms **PSN -8** to **PSN -11** comprise part of the Contract Format as stated in GCC Clause 5.



Tender Forms for Technical Proposal

- PSN – 1 Submission Letter for Technical Proposal
- PSN – 2 Tenderer Information
- PSN – 3 Personnel Information
- PSN – 4 Bank Guarantee for Tender Security (*when this option is chosen*)
- PSN - 5 Letter of Commitment (*when this option is chosen*)

Forms **PSN -1** to **PSN -5** comprises part of the **Technical Proposal** Format and should be completed as stated in ITT Clauses 21.



Submission Letter for Technical Proposal (Form PSN-1)

*[This letter should be completed and signed by the Authorised Signatory
preferably on the Letter-Head Pad of the Tenderer]*

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

Tender Package No:

Date:

[indicate IFT No]

[indicate Package No]

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following non-Consultant Services, viz: **Engagement of Security Service Provider for Payra 1320MW Thermal Power Plant of BCPCL**

In signing this letter, and in submitting our Technical Proposal, we also confirm that:

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 26.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a *[pay order/bank draft/bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 27.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnish a Performance Security within the time stated under ITT Sub Clause 51.2 in the amount stated in the Tender Data Sheet (ITT Sub Clauses 51.1 and 51.2) and in the form specified (ITT Sub Clause 52.1) valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the non-Consultant Service;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Document No *[insert numbers]* , issued in accordance with the Instructions to Tenderers (ITT Clause 10). *[insert the number and issuing date of each addendum]*; or delete the underlined sentence if no Addendum has been issued];
- (e) we declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause 5.5;
- (f) we have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub Clause 5.7;
- (g) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (h) we confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (**Form PSN-2**);
- (i) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Letter of Acceptance constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.



- (j) we confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not the subject of legal proceedings;
- (k) we confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.5;
- (l) we accept the appointment of *[insert the name proposed in the PCC]* as the Adjudicator with hourly fees and reimbursable as stated in GCC Sub Clause 59.1;
- (m) We understand that our Financial Proposal shall be opened and evaluated only if our Technical Proposal becomes responsive upon your evaluation.

We understand that you are not bound to accept our Technical proposal or any other Technical proposal that you may receive.

Signature:

Name:

In the capacity of:

Duly authorised to sign the Tender for and on behalf of the Tenderer

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]

Attachment :

[ITT Sub Clause 40.2]

Written confirmation authorising the above signatory to commit the Tenderer.



Tenderer Information (Form PSN-2)

[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

1. Eligibility Information of the Tenderer [ITT –Clauses 5 & 25]					
1.1	Nationality of individual				
1.2	Tenderer's legal title				
1.3	Tenderer's registered address				
1.4	Tenderer's legal status <i>[complete the relevant box]</i>				
	Proprietorship				
	Partnership				
	Limited Liability Concern				
	Government-owned Enterprise				
	Others <i>[please describe, if applicable]</i>				
1.5	Tenderer's year of registration				
1.6	Tenderer's authorised representative details				
	Name				
	National ID number, if any				
	Address				
	Telephone / Fax numbers				
	e-mail address				
1.7	Tenderer to attach photocopies of the original documents mentioned aside				<i>[All documents required under ITT Clauses 5 and 25]</i>
1.8	Tenderer's Value Added Tax Registration (VAT) Number				
1.9	Tenderer's Tax Identification Number (TIN)				
2. Qualification Information of the Tenderer [ITT Clause 25]					
2.1	General Experience in non-Consultant Services of Tenderer [ITT Sub-Clause 12.1 (a)]				
	Start Month Year	End Month Year	Years	Contract No and Name of Contract Name and Address of Procuring Entity Brief description of Services	Role of Tenderer [Prime/Sub/Management]
2.2	Specific Experience in non-Consultant Services of Tenderer [ITT Sub-Clause 12.1 (b)]				
	Completed Contracts of similar nature, complexity and methods/technology				
	Contract No		[insert reference no] of [insert year]		
	Name of Contract		[insert name]		



	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
	Total Contract Value	[insert amount]		
	Procuring Entity's Name Address Tel / Fax e-mail Brief justifications of the similarity	[state justification in support of its similarity compared to the proposed Services]		
2.4	Annual Turnover of the Tenderer [ITT Sub Clause 13.1(a)] <i>[total certified payments received for contracts in progress or completed for each year]</i>			
	Year	Amount in BDT		
2.5	Financial Resources available to meet the cash flow for performance of Services [ITT Sub Clause 13.1(b)]			
	No	Source of Financing	BDT Amount Available	
In order to confirm the above statements the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 25.1(a), (b), (c), & (d).				
	Contact Details [ITT Sub Clause 25.1 (j)]			
	Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity			
2.6	Qualifications and experience of Security Inspector and Security Supervisor proposed for Contract administration and management [ITT Sub Clause 14.1]			
	Name	Position	Qualifications	Years of Experience
				Total Works Experience Similar Works Experience
[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PSN-3)]				



Personnel Information (Form PSN-3)

[This Form should be completed for each person proposed by the Tenderer in Form PSN-2]

Name of the Tenderer:	[insert Title]		
Invitation for Tender No:	[indicate IFT No]		
Tender Package No	[indicate Package No]		
Lot No. (when applicable)	[Lot No]		
A. Proposed Position (tick the relevant box)			
<u>Security Inspector/ Security Supervisor</u>			
B. Personal Data			
Name:			
Date of Birth:			
Years works experience:			
National ID Number, if any:			
Years of Employment with the Tenderer:			
Qualifications:			
C. Present Employment <i>[to be completed only if not employed by the Tenderer]</i>			
Name of the Employer:			
Address of the Employer:			
Present Job Title:			
Years with the present Employer:			
Tel No:	Fax No:	e-mail address:	
Contact <i>[manager/personnel officer]</i> :			
D. Experience			
Summarise experience, in reverse chronological order.			
	From	To	Company / Project / Position / Relevant Experience
1			
2			

(Name and Signature of the Proposed Personnel)



Bank Guarantee for Tender Security (Form PSN-4)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 26 & 27]

Invitation for Tender No:

Date:

Tender Package No:

To:

Name and address of the Procuring Entity

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender dated *[date of Tender]* (hereinafter called "the Tender") for the performance of the Services of *[description of Services]* under the above Invitation for Tenders (hereinafter called "the IFT"). Furthermore, we understand that, according to your conditions, the Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- (b) refused to accept the Letter of Acceptance (LOA) within the period as stated under ITT; or
- (c) failed to furnish Performance Security within the period stipulated in the LOA; or
- (d) refused to sign the Contract Agreement by the time specified in the LOA; or
- (e) did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature



Letter of Commitment for Bank's undertaking for Line of Credit (Form PSN-5)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 25.1 (f)]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of the Procuring Entity]

CREDIT COMMITMENT No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Works of *[description of works]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that *[name and address of the Tenderer]* will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Works viz. *[insert name of works]*, for an amount not less than BDT *[in figure]* (in words) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "Completion Certificate" by the Procuring Entity.

In witness where of, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature

Signature



Tender Forms for Financial Proposal

PSN -6: Submission Letter for Financial Proposal

PSN -7: Priced Activity Schedule (Form)

Forms **PSN -6** to **PSN -7** comprises part of the **Financial Proposal** Format and should be completed as stated in ITT Clauses 21.



Submission Letter for Financial Proposal (Form PSN-6)

*[This letter should be completed and signed by the Authorised Signatory
preferably on the Letter-Head Pad of the Tenderer]*

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

Tender Package No:

Date:

[indicate IFT No]

[indicate Package No]

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following non-Consultant Services, viz: Engagement of Security Service Provider for Payra 1320MW Thermal Power Plant of BCPCL

In accordance with ITT clause 21 and 22, The total price of our Tender, excluding price reduction(s) is:

Tk. (in figure): _____ Only

Tk. (In Words): _____ Only.

The methodology for application of the discounts is: [State the methodology]

The discount for being awarded is-

Tk. (in figure & Words): _____
Only.

We understand that our Financial Proposal shall be evaluated only if our Technical Proposal is responsive upon evaluation. If our Financial Proposal is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet (ITT sub-clause 51.1) and valid for a period of 28 days beyond the date of completion of our performance obligations under the Contract, including any warranty obligations.

We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Financial Proposal or any other Financial Proposal that you may receive.

Signature:

Name:

In the capacity of:

Duly authorised to sign the Tender for and on behalf of the Tenderer

[authorised representative of the Tenderer]

*[insert full name of signatory with National ID
Number]*

[insert capacity of signatory]

Attachment :

[ITT Sub Clause 40.2]

Written confirmation authorising the above signatory to commit the Tenderer



Priced Activity Schedule (Form PSN-7)

*[This letter should be completed and signed by the Authorised Signatory
preferably on the Letter-Head Pad of the Tenderer]*

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

Tender Package No:

Date:

[indicate IFT No]

[indicate Package No]

Sl. No.	Description	Contract period (month)/ Bonus Multiplier	Quantity (Person)	Unit Price	Total Price	Reference
1	2	3	4	5	6=3*4*5	7
1	Security Inspector	12	3	26,636.00	958,896.00	Outsourcing প্রক্রিয়ায় সেবা গ্রহণ নীতিমালা, ২০২৫
2	Security Supervisor	12	12	19,080.00	2,747,520.00	
3	Security Guard (Male)	12	115	17,175.00	23,701,500.00	
4	Security Guard (Female)	12	4	17,175.00	824,400.00	
5	Security Inspector (Festival Bonus & Bengali New Year)	1.2	3	26,636.00	95,889.60	
6	Security Supervisor (Festival Bonus & Bengali New Year Bonus)	1.2	12	19,080.00	274,752.00	
7	Security Guard (Male) (Festival Bonus & Bengali New Year Bonus)	1.2	115	17,175.00	2,370,150.00	
8	Security Guard (Male) (Festival Bonus & Bengali New Year Bonus)	1.2	4	17,175.00	82,440.00	
Total excluding Commission, Safety Equipment and Tax & VAT, (A)					31,055,547.60	
Commission @ (Minimum 5%), (B)					(to be quoted)	
Total cost including commission, (C=A+B)					(to be quoted)	
Tax @ 2% & VAT @15%, (D)					(to be quoted)	
Total Price (BDT), (E=C+D)					(to be quoted)	

- i) Unit rates or prices should remain fixed over the entire contract period. Unit rates or prices for each item shall be entered by the Tenderer which shall be inclusive of profit and overhead for all items of the Services described in the Activity Schedule.
- ii) All kinds of applicable taxes, custom duties, fees, levies, VAT and other charges payable by the Service Provider under the Contract, or for any other cause shall also be included in the unit rates or prices and, the total Tender price submitted by the Tenderer in accordance with ITT Sub Clause 23.4.



- iii) Commission (B), Total Cost including Commission (C), Tax @ 2% & VAT @15% (D) and Total Price (E) to be quoted by the Tenderer.
- iv) The contract value for manpower will be fixed and governed by the " Outsourcing প্রক্রিয়ায় সেবা গ্রহণ নীতিমালা, ২০২৫ " and will only be adjusted if there is a change in law as directed by the Government of Bangladesh.



Contract Forms

- PSN – 8 Letter of Acceptance
- PSN – 9 Contract Agreement (*includes Appendices*)
- PSN –10 Bank Guarantee for Performance Security (*when this option is chosen*)
- PSN –11 Bank Guarantee for Advance Payment (*if applicable*)

Forms **PSN -8** to **PSN -11** comprise part of the Contract Format as stated in GCC Clause 5.



Letter of Acceptance (Form PSN-8)

Contract No:

Date:

To:

[Name of the Service Provider]

This is to notify you that your Tender dated [insert date] for the performance of Services for [name of project/Contract] for the Contract price of Tk[insert amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [insert name of the Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Letter of Acceptance within seven (7) working days of its issuance pursuant to ITT Sub Clause 50.2.
- ii. furnish a Performance Security in the form as specified and in the amount of Tk[insert amount in figures and words], within fourteen (14) days of acceptance of this Letter of Acceptance but not later than (specify date), in accordance with ITT Clause 52.2
- iii. sign the Contract within twenty eight (28) days of issuance of this Letter of Acceptance but not later than (specify date), in accordance with ITT Sub Clause 49.1.

You may proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents only upon completion of the above tasks. You may also please note that this Letter of Acceptance shall constitute the formation of this Contract which shall become binding upon you.

We attach the draft Contract and all other documents for your signature and return.

Signed

Duly authorised to sign for and on behalf of
[insert name of Procuring Entity]

Date:



Contract Agreement (Form PSN-9)

Lump-sum

THIS AGREEMENT made on this [day] day of [month][year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of the Service Provider] (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain Services named [brief description of Service] and has accepted the Tender submitted by the Tenderer for providing those Services in the sum of Taka [Contract price in figures and in words] (hereinafter called "the Contract price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Letter of Acceptance
 - (c) the Service Provider's completed Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Performance Specifications and Drawing
 - (g) the priced Activity Schedule
 - (h) any other document listed in the PCC forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide and complete the services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider in consideration of the performance and completion of the Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Employer

For the Service Provider

Signature

Name

National ID No.

Title

In the presence of

Name

Address



Bank Guarantee for Performance Security (Form PSN-10)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 52 & 53]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[insert name of the Service Provider]* (hereinafter called “the Service Provider”) has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called “the Contract”), the performance of Service *[description of Services]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Service Provider, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Service Provider is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*; consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature



Bank Guarantee for Advance Payment (Form PSN-11)

Not Used

[This is the format for the Advance Payment Guarantee to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 44]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of the Service Provider]* (hereinafter called "the Service Provider") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the performance of Service *[description of Services]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 44 the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Service Provider, we *[insert name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Service Provider is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Employer and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[insert date of validity of guarantee]*; consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature



Section 6. Activity Schedule*
(ITT Sub Clause 22.2)

Sl. No.	Description	Unit	Quantity
1	2	3	4
1	Security Inspector Education: Preferably SSC pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 25 years or above Working Hour: 08 Hours (Shifting Type) Working Days: Security inspection service should be provided 07 (seven) days of a week	Person/Month	3
2	Security Supervisor Education: Preferably SSC pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 25 years or above Working Hour: 08 Hours (Shifting Type) Working Days: Security supervision service should be provided 07 (seven) days of a week	Person/Month	12
3	Security Guard (Male) Education: Preferably Class VIII (Class Eight) pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 20 years or above Working Hour: 08 Hours (Shifting Type) Working Days: Security assistant service should be provided 07 (seven) days of a week	Person/Month	115
4	Security Guard (Female) Education: Preferably Class VIII (Class Eight) pass Height: Minimum 65 inch (can be relaxed for tribal/indigenous people) Age: 20 years or above Working Hour: 08 Hours (Shifting Type) Working Days: Security assistant service should be provided 07 (seven) days of a week	Person/Month	4



Section 7. Performance Specifications

For

Engagement of Security Service Provider for Payra 1320MW Thermal Power Plant of BCPCL

7.1 Background

Bangladesh-China Power Company Ltd. (BCPCL) is seeking to engage a professional Security Service Provider to ensure the security at the Payra 1320MW Thermal Power Plant (TPP). Under this contract, the selected service provider will be responsible for maintaining the security within the facility for a period of one year. BCPCL aims to engage a service provider with proven expertise in large-scale industrial security service provider to uphold a professional, safe, and well-maintained working environment at the Payra 1320MW Thermal Power Plant (TPP).

7.2 Areas included in the Scope of Services

The security services will be conducted at the Payra 1320MW Thermal Power Plant, situated in Dhankhali Union, Kalapara, Patuakhali.

7.3 Security Service requirements

7.3.1 Manpower Requirements

To ensure comprehensive security coverage at the power plant and jetty areas, the service provider must provide the 03 (Three) Security Inspectors, 12 (Twelve) Security Supervisors, 115 (One Hundred Fifteen) Male Security Guards, 04 (Four) Female Security Guards.

7.3.2 Security Inspector – Key Responsibilities

7.3.2.1 Daily Patrol & Surveillance

- Conduct regular and random patrols across all zones (inside the plant, two jetties and BCTI area).
- Patrol perimeter areas to detect and deter unauthorized intrusions.
- Inspect security posts, access points, and vulnerable areas.
- Monitor fences, boundary walls, and sensitive zones.
- Maintain high alertness and visibility across the facility.
- Maintain visibility to discourage illegal or unsafe behavior.
- Check for breaches, unsafe conditions, or suspicious activities.
- Ensure all surveillance systems, alarm units, and emergency equipment are functional.
- Check lighting and physical barriers to ensure integrity.
- Observe for any unauthorized access or suspicious behavior.

7.3.2.2 Supervision & Oversight

- Supervise and coordinate all security personnel across shifts.
- Monitor attendance, punctuality, and readiness of all on-duty security guards.



- Brief security guards at the start of each shift with updates and instructions.
- Inspect uniforms, equipment, and posture of security personnel.
- Assign guards to posts based on risk assessment and manpower planning.
- Evaluate guard performance and discipline during duty hours.
- Ensure all security operations are executed according to the security manual and other security instructions promulgated time to time.
- Support, guide, and lead the security team in maintaining a secure environment.

7.3.2.3 Reporting & Documentation

- Document patrol observations and report anomalies or violations.
- Report breaches, hazards, or suspicious activity immediately.
- Assist in investigating as and when required.

7.3.2.4 Emergency Response

- Respond swiftly to alarms, incidents, or emergencies while on patrol.
- Respond to alarms or emergencies occurring near the perimeter.
- Keep a crisis response team ready by off duty personnel to meet any crisis situation.

7.3.2.5 Liaison & Coordination

- Coordinate with the control room and BCPCL on-duty security supervisors.
- Act as the communication link between guards and senior management.
- Use communication equipment to stay in contact with the control room.

7.3.2.6 Training & Discipline

- Provide on-the-job guidance and resolve minor operational issues.
- Ensure guards maintain proper conduct and operational readiness during duty.
- Maintain a database for all the personnel deployed under him.

7.3.3 Security Supervisor – Key Responsibilities

7.3.3.1 Access Control Oversight

- Oversee access control procedures at all entry/exit points.
- Verify identity of personnel, visitors, and vehicles by checking gate passes.
- Prevent unauthorized access and report suspicious activities.
- Provide visitors with special passes. Regulate their access through an established authorization permit process.
- Identify and report any person in the facility without proper identification. Some people may be detained temporarily.
- Identify and question individuals who remove property to ensure that they are authorized to remove the property.



7.3.3.2 Monitoring & Surveillance

- Monitor CCTV and alarm systems at the gate.
- Monitor materials entering and leaving the facility. This may include checking parcels and bags that people are carrying and accepting packages from couriers or delivery services.
- Monitor vehicles entering and leaving the power plant. Those vehicles may include: heavy equipment, cars, motorbikes, and trucks.

7.3.3.3 Incident Handling

- Report individuals who attempt to bring contraband into the facility or who appear to be under the influence of alcohol or controlled substances.
- Identify and report any person in the facility without proper identification. Some people may be detained temporarily.
- Identify and question individuals who remove property to ensure that they are authorized to remove the property.
- Ensure maintaining of pictorial evidence and incident reporting for significant incidents.

7.3.3.4 Log Maintenance & Records

- Ensure proper maintenance of visitors, vehicles, material movement and other logs.
- Confirm that courier and delivery verification processes are strictly followed.

7.3.3.5 Team Management

- Ensure gate staff follow standard operating procedures.
- Manage shift handovers and briefing of gate security personnel.

7.3.3.6 Perimeter & Vehicle Check Coordination

- Monitor vehicles entering and leaving the power plant.
- Monitor materials entering and leaving the facility.
- Check parcels and bags people are carrying.
- Accept packages from couriers or delivery services.
- Coordinate surprise inspections of fences, outer areas, and perimeter routes.
- Oversee the entry and exit of all vehicles, including heavy machinery and trucks.

7.3.4 Security Guard – Key Responsibilities

7.3.4.1 Access Control Duties

- Check and verify the identity of all personnel, visitors, and vehicles entering or exiting.
- Ensure only authorized individuals are allowed access as per SOPs.
- Maintain proper log books or digital entry systems for all movements.
- Keep accurate records of visitor entries, deliveries, and vehicle movements.



7.3.4.2. Monitoring & Observation

- Remain alert and observant at all times.
- Monitor surroundings, CCTV feeds (if applicable), and watch for suspicious activity.
- Monitor fences, boundary walls, and sensitive zones.
- Maintain visibility to discourage illegal or unsafe behavior.
- Check lighting and physical barriers to ensure integrity.
- Note down any observations or incidents in the daily log.
- Report breaches, hazards, or suspicious activity immediately.

7.3.4.3. Inspection & Screening

- Conduct visual inspection of vehicles, packages, or bags when required.
- Assist in verifying materials being received or dispatched.

7.3.4.4 Emergency & Incident Response

- Act as the first point of contact during any incident near the sentry post.
- Respond to alarms or unusual activity by following emergency protocols.
- Assist in evacuation or lockdown procedures if needed.
- Respond to alarms or emergencies occurring near the perimeter.
- Report any irregularities, unauthorized access attempts, or emergencies immediately.
- Act promptly during alarms, disturbances, or any safety-related incident.
- Follow instructions for evacuation, lockdowns, and other emergency actions.

7.3.4.5 Communication & Coordination

- Maintain constant communication with the control room or security supervisor.
- Use communication equipment to stay in contact with the control room.

7.3.4.6. Post Maintenance & Discipline

- Maintain daily duty logs and document all incidents clearly.
- Maintain professional posture and behavior at all times.
- Adhere to proper dress code and ensure all equipment (batons, radios, torches) is operational.
- Ensure uniform is neat and equipment (torch, radio, baton, etc.) is functional.
- Never leave the post unattended until a proper handover is completed.
- Never leave the post unattended unless properly relieved.

7.4 Contract Period

Contract Period shall be for 1 year from date of commencement.



7.5 Payment Terms and Conditions

- Payments will be made monthly upon submission and approval of invoices.
- Payment processing will take up to 28 days from the submission date.
- No escalation in rates will be entertained during the contract period.

Lodging and boarding for contracted security personnel will not be provided by the Employer.

7.6 Responsibilities of the Service Provider

The following activities are mandatory for the Service Provider to ensure the security at the Payra 1320MW Thermal Power Plant (TPP):

a) Daily Deployment of the Workforce:

The Service Provider must deploy a sufficient workforce as per the contract, including security inspectors, security supervisors and security guards for daily duty. This deployment should align with the operational schedule set by the Employer, ensuring continuous and efficient security service.

b) Provision of Materials and Equipment:

The Service Provider is required to supply all necessary items and equipment essential for the activities of their workforce. These resources must be in good condition and readily available for use by the contracted security personnel throughout the workday.

c) Alternate Arrangements of Contracted Security Personnel:

In the event of absenteeism or refusal to perform duties as per the Employer's requirements, the Service Provider must arrange suitable replacements within the timeframe specified by the concerned officer. If the replacements are not arranged promptly, the Employer reserves the right to deduct the cost equivalent to the absent man hour from the Service Provider's bill.

These activities are essential to maintaining operational efficiency, compliance with contractual terms, and the overall quality of security services provided at the Payra 1320MW TPP.

d) Service Provider must ensure the following:

- Manpower vacancy at duty posts must always be filled up as per requirement.
- Shortage of manpower and overtime duty is highly discouraged. In both the cases, employer shall have the right to deduct man hour.
- Negligence of duty; such as sleeping on post, using mobile etc will not be acceptable. In such cases, employer shall have the right to deduct man hour.

e) Educational Qualifications: Minimum SSC Pass for Security Inspector and Security Supervisor and minimum Class VIII (class eight) pass for Security Guard.



Reference: BCPCL/Procurement/Amendment/2024-25/0625.03

Date: June 25, 2025

Amendment No: 01

Sl. No.	Tender Document Reference	Provision in the Tender Document	Replaced by
01	Section 4: Particular Conditions of Contract GCC 43.1 Page no.-35	Progress payments shall be The Employer will pay wages to the individual bank account of the Manpower (Supervisors and Labors) as per the “Outsourcing প্রক্রিয়ায় সেবা গ্রহণ নীতিমালা, 2025” as mentioned in the Priced Activity Schedule (Form PSN-7). deduction of TAX and VAT	Progress payments shall be The Service Provider will pay wages to the individual bank account of the Manpower (Security Supervisors, Security Inspectors and Security Guards) and submit the documentary evidence of Payment to BCPCL for claiming the bill of following month. deduction of TAX and VAT
02.	Section 5: Tender and Contract Forms Personal Information (Form PSN-3) B. Personal Data Page No.-42	-	Height: (Need to be inserted after Qualifications Row)
03.	Section 5: Tender and Contract Forms Priced Activity Schedule (Form PSN-7) Page No.-47	Total excluding Commission, Safety Equipment and Tax & VAT, (A)	Total excluding Commission, and Tax & VAT, (A)



