



Bangladesh-China Power Company Limited

(A Joint Venture of NWPGL and CMC)

8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka-1215, Bangladesh

Tender Document (National) For Procurement of Hiring of 14 (fourteen) Vehicles and Maintaining Transport Facilities for Payra 1320MW Thermal Power Plant

Invitation for Tender No: W-19

Issued Ref.: BCPCL/Procurement/Rental/2026-27/0816.06

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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 . 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 execution of Works and 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

- 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.

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.

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 9.**

- a. Section 1 Instructions to Tenderers (ITT)
- b. Section 2 Tender Data Sheet (TDS)
- c. Section 3 General Conditions of Contract (GCC)
- d. Section 4 Particular Conditions of Contract (PCC)
- e. Section 5 Tender and Contract Forms
- f. Section 6 Activity Schedule/
- g. Section 7 Performance Specifications and Drawing

8. Clarification of
Tender Document
& Pre-tender
Meeting

- 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.**
- 8.2 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the TDS, hold a pre-Tender Meeting at the place, date and time as specified in the TDS. All Potential Tenderers are encouraged to attend the meeting, if it is held.



9. Addendum to Tender Document
- 9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.
- 9.2 The Addendum issued under ITT Sub Clause 9.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.
- 9.3 If an Addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

10. General Criteria
- 10.1 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.
- 10.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses **10 to 16** inclusive.
11. Experience Criteria
- 11.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the non-Consultant Service under the Contract:
- 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**.
12. Financial Criteria
- 12.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Services under the Contract.
- (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**.
13. Personnel Capacity
- 13.1 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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| 14. Equipment Capacity | 14.1 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 . |
| 15. Joint Venture | 15.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive. |
| 16. Sub-contractor | 16.1 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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| 17. Only One Tender | 17.1 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 particular Tenderer to be considered non-responsive. |
| 18. Cost of Tendering | <p>18.1 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>18.2 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> |
| 19. Language of Tender | 19.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla. |
| 20. Contents of Tender | <p>20.1 The Tender prepared by the Tenderer shall comprise the following:</p> <ol style="list-style-type: none"> a. Tender Submission Letter (Form PSN-1) as stated under ITT Sub Clause 21.1; b. Tenderer Information (Form PSN-2) as furnished in Section 5: Tender Forms; c. the Priced Activity Schedule as stated under ITT Sub Clause 21,22 and 23; d. the Tender Security as stated under ITT Clauses 26 and 27. e. the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 30.2; f. the Valid Trade License; g. 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; h. documentary evidence as stated under ITT Clause 24 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the physical services under the Contract; and |



- i. Curriculum vita of proposed manpower in case of outsourcing manpower .
 - j. for physical service, along with academic & experience certificate in case of supply of man-power (out-sourcing) as **stated in section 6: Activity schedule.**
 - k. any other document as specified in the **TDS.**
21. Tender Submission Letter and Priced Activity Schedule
- 21.1 Tenderers shall submit the Tender Submission Letter (**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.
- 21.2 Tenderers shall submit the priced Activity Schedule using the form(s) furnished in Section 6: Priced Activity Schedule.
- 21.3 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.
22. Tender Prices
- 22.1 The Contract shall be for the Services, as described in **Section 7: Performance Specifications**, based on the priced **Activity Schedule**, submitted by the Tenderer.
- 22.2 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**.
- 22.3 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**.
- 22.4 All kinds of applicable taxes, customs 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.
- 22.5 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.
- 22.6 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**.
- 22.7 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. Tender Currency
- 23.1 Tenderers shall quote all prices in Bangladesh Taka (BDT) in the Tender Submission Letter and in the **Activity Schedule**.



24. Documents
Establishing
Eligibility and
Qualification of the
Tenderer

24.1 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 11.1(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 11.1(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 12.1(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 12.1(b);
- (g) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 13.1;
- (h) major items of service equipment proposed to carry out the Contract as stated under ITT Clause 14.1, 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.



25. Validity Period of Tender
- 25.1 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.
- 25.2 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 39.2.
- 25.3 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 25.2 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.
26. Tender Security
- 26.1 Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the **TDS**.
27. Form of Tender Security
- 27.1 The Tender Security shall be at the Tenderer's option, be either in the form of a Bank Draft or Pay Order or Bank Guarantee issued by any scheduled Bank of Bangladesh and, shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
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 25.1.
- 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. Forfeiture of Tender Security
- 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 25 ; 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 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 20 and clearly mark it "ORIGINAL." In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the **TDS** and clearly mark each of them "COPY." All copies shall be made from the signed original. In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
- 30.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization shall be attached to the Tender Submission Letter (**Form PSN-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Tender.
- 30.3 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.

E. Tender Submission

31. Sealing,
Marking and
Submission of
Tender

- 31.1 Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, in another envelope, duly marking the envelopes as "ORIGINAL (O)" and "COPY". These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope with all the relevant particulars of the Tender on the envelopes.

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 Tenderers may modify or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization confirmed by an affidavit authenticated by a Notary Public; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 32.

35. Tender
Modification

- 35.1 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**".



36. Withdrawal of Tender

- 36.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as **"WITHDRAWAL"**.

F. Tender Opening and Evaluation

37. Tender Opening

- 37.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline at the same primary place.
- 37.2 Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
- 37.3 The authenticity of withdrawal of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 34.1.

- 37.4 Ensuring that only the correct (M) and (O) envelopes are opened, details of each Tender will be dealt with as follows:

The Chairperson of the Tender Opening Committee will read aloud each Tender and record in the Tender Opening Sheet (TOS) :

- a. the name and address of the Tenderer;
- b. state if it is a withdrawn, modified or original Tender;
- c. the Tender price
- d. the number of initialled corrections;
- e. the presence or absence of any requisite Tender Security;
- f. such other details as the Procuring Entity, at its discretion, may consider appropriate.

- 37.5 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation and their National Identification Numbers (if any) the Tender Opening Sheet, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the Tender Opening Committee and any authorised consultants and, to the Tenderers immediately.

- 37.6 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 33.

38. Evaluation Process

- 38.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps:
- (a) Preliminary Examination;
 - (b) Technical Examinations and Responsiveness;
 - (c) Financial evaluation and price comparison;
 - (d) Post-qualification of the Tender.



39. Preliminary Examination
- 39.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 20 has been provided, to determine the completeness of each document submitted.
- 39.2 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) Priced Activity Schedule;
 - (c) Written confirmation of authorization to commit the Tenderer; and
 - (d) Valid Tender Security.
40. Technical Examination and Responsiveness
- 40.1 If a Tender 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.
- 40.2 There shall be no requirement as to the minimum number of responsive Tenders.
- 40.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.
- 40.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 24.
- 40.5 TEC shall further examine the terms and conditions specified in **Section 7: Performance specifications**
- 40.6 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 40.4 & 40.5, it shall be considered responsive.
41. Clarification on Tender
- 41.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.
- 41.2 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.
- 41.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.
42. Correction of Arithmetical Errors
- 42.1 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.



- 42.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 42.1 will be immediately notified by the TEC to the concerned Tenderer for acceptance.
- 43. Financial Evaluation**
- 43.1 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.
- 43.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 42.1.
- 43.3 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.
- 44. Price Comparison**
- 44.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with **ITT Clause 43**.
- 44.2 In the extremely unlikely event of a tie in the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected. In assessing past performance, factors such as successful completion of previous vehicle rental contracts, vehicle availability and reliability, responsiveness to breakdowns and replacement requests, quality of maintenance, driver performance, complaint history, and overall compliance with contractual obligations may 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.
- 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 10,11,12 13 and 14. 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, 2025.
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-4**) 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) 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 51.1 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.

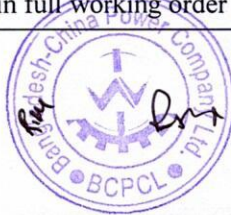


- 51.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
52. Form and Time Limit for Furnishing of Performance Security
- 52.1 The Performance Security, as stated under ITT Clause 50, may be in the form of a Pay Order or Bank Draft, or an irrevocable Bank Guarantee in the format (Form PSN-7), issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
- 52.2 Within fourteen (14) days from the date of issuance 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 49.1, 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 LOA for Contracts shall be published by the Procuring Entity 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.
58. Debriefing of Tenderers
- 58.1 Tenderer has the right to complain in accordance with the BCPCL Procurement Procedures 2019.



Section 2: Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers		
A. General			
ITT 1.1	The Procuring Entity is Bangladesh-China Power Company Limited represented by Superintending Engineer (Procurement) Tender Ref: BCPCL/Procurement/Rental/2026-27/0816.06, dated August 16, 2026		
	The Name of the Service is: Procurement of Hiring of 14 (fourteen) Vehicles and Maintaining Transport Facilities for Payra 1320MW Thermal Power Plant		
ITT 1.2	The Intended Completion Date of the Contract: 2 (two) years from contract signing (may be extended subject to management approval)		
ITT 3.1	The source of fund is: Own fund		
B. Tender Document			
ITT 8.1	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: +880-1313450451 E-mail: procurement@bcpcl.org.bd		
ITT 8.2	The Pre- Tender meeting shall be held at: N/A		
C. Qualification Criteria			
ITT 11.1(a)	The Tenderer shall have a minimum of 05 (five) years overall experience in government, semi-government, autonomous, corporate office as a service provider in vehicle rental.		
ITT 11.1(b)	The Tenderer shall have specific experience in providing physical service of vehicle rental completed/partially completed* over a period of last 03 (three) years with a minimum total value of BDT 20,000,000 (two crore) only under maximum 03 (three) number of contracts shall be required. <i>*Only providing Transport Facilities by Rent of Vehicles for a Minimum Period of 01 (one) year under a contract will be treated as partially completed.</i>		
ITT 12.1(a)	Not Applicable		
ITT 12.1(b)	The Tenderer shall have minimum amount of liquid asset or working capital or credit facility of Tk. 12,000,000/- (one crore twenty lac) only from any scheduled Bank of Bangladesh. The Line of Credit shall be submitted using the Form PSN – 5 in Section 5.		
ITT 13.1	A Contract Supervisor shall have the following qualifications and experience:		
	Qualifications	Total Works Experience (Years)	In Similar work Experience (Years)
	Minimum Graduate	03 (three) years	02 (two) years
ITT 14.1	The Tenderer shall own or have proven access to hire or lease of the major Service equipment, in full working order as follows as stated in Section 6 & 7:		



D. Tender Preparation	
ITT 20.1(k)	A. The tenderer shall also be required to submit documents in support of following requirements along with the tender. Failure to meet any requirement mentioned below (a to h) shall cause the rejection of tender. a) Tender Submission Letter (Form PSN-1) b) Tenderer Information Sheet (Form PSN-2) c) Personnel Information of Contract Supervisor (PSN-3) d) Activity Schedule as per Section 6 e) Performance Certificate of end user f) Valid Trade License. g) Up to date Income tax certificate. h) VAT registration certificate B. The tenderer shall also be required to submit the followings along with the tender: 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.
ITT 22.7	Threshold limit of <u>service commission</u> : Not applicable
ITT 24.1(j)	Not Applicable
ITT 25.1	The Tender Validity period shall be 120 (One Hundred Twenty) days.
ITT 26.1	The amount of the Tender Security shall be BDT 700,000/- (seven lac) only in favour of Bangladesh China Power Company Limited.
E. Tender Submission	
ITT 30.1	In addition to the Original of the Tender, 1 (One) Copy shall be submitted.
ITT 32.1	For Tender submission purposes, 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-+880-1313450451; 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 Time and Date: September 07, 2026, Time: 12:00 PM
F. Tender Opening and Evaluation	
ITT 37.1	The Tender opening shall take place at: Address: Bangladesh-China Power Company Limited Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka Time & Date: September 07, 2026, Time: 12:30 PM
ITT 40.7	The point to be given as following: Not applicable
ITT 40.8	Not Applicable
G. Contract Award	
ITT 51.1	The amount of Performance Security shall between 10% (Ten 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 **Section 7**;

(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.

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| 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 | <div>8.1 The Service Provider shall be entirely responsible for all applicable taxes, custom duties, other levies imposed or incurred inside and outside Bangladesh.</div> <div>8.2 Tenderer is subjected to local Taxes as per the applicable Law, in case out-sourcing (Man power supply). AIT deducted from the commission at source, or as per legislative change.</div> <div>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 (Man power supply) which will be deducted at source.</div> |



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.



- 14.3 The Employer reserves the right to change the type and quantity of vehicles among the categories included in the Contract Schedule, provided that the total contract value is adjusted based on the prevailing contract unit rates for the respective vehicle categories. The Service Provider shall provide the revised vehicle type(s) at the corresponding contract award rates without claiming any additional cost or revised rate.
- 14.4 The Employer reserves the right to increase or decrease the quantity of services during the Contract period, provided that the total value of such variation shall not exceed fifty percent (50%) of the original Contract Price. The varied services shall be performed at the Contract unit rates and prices and under the same terms and conditions of the Contract. Any variation shall be made only through a written Contract amendment issued by the Employer.

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 minimum qualification, experience and responsibilities of the Drivers and other key personnel to be deployed under the Contract shall be as specified in Section 7.
- 16.2 Before deployment, the Service Provider shall submit the particulars of each Driver, including copies of the Professional Driving Licence, National Identity Card (NID), educational qualification, recent photograph and other relevant documents, to the Employer for review and approval. The Service Provider shall deploy only those Drivers approved by the Employer.

17. Approval of Personnel

- 17.1 The Employer reserves the right to verify the qualifications, experience and suitability of any Driver proposed by the Service Provider. The Service Provider shall not assign or replace any approved Driver without prior notification to the Employer, except in cases of emergency.

18. Removal and/or Replacement of Personnel

- 18.1 Except as otherwise approved by the Employer, no changes shall be made to the Drivers assigned under the Contract. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace a Driver, the Service Provider shall immediately provide a replacement Driver possessing equivalent or higher qualifications, experience and competence, subject to the approval of the Employer.
- 18.2 The Employer may require the replacement of any Driver whose performance, conduct, behaviour, discipline, attendance or driving ability is found to be unsatisfactory or who fails to comply with the provisions of the Contract. The Service Provider shall replace such Driver immediately, or within twenty-four (24) hours of receiving written or verbal instruction from the Employer, at no additional cost.
- 18.3 During the leave, absence or unavailability of any Driver, the Service Provider shall provide a substitute Driver with equivalent qualifications and experience to ensure uninterrupted vehicle service.
- 18.4 The Service Provider shall be solely responsible for the salaries, wages, overtime, allowances, insurance (if applicable), statutory benefits and all other employment-related obligations of the Drivers and other personnel deployed under this Contract. Driver salaries shall be paid through the banking channel in accordance with the Contract requirements



D. Obligations of the Service Provider

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.
- 19.2 The Service Provider shall provide vehicles strictly in accordance with the specifications stipulated by the Employer.
- 19.3 The Service Provider shall provide one qualified Driver for each vehicle & one extra and ensure uninterrupted availability of vehicles and Drivers on a twenty-four (24) hours a day and seven (7) days a week basis throughout the Contract Period as required by the Employer.
- 19.4 Each Driver shall possess at least SSC/Class Eight Pass qualification, be between twenty-one (21) and forty-five (45) years of age, hold a valid Professional Driving Licence, valid National Identity Card (NID), be physically and mentally fit and have adequate previous driving experience.
- 19.5 The Service Provider shall be solely responsible for vehicle registration, taxes, route permit, fitness certificate, insurance, fines, repair, maintenance, denting, painting and all associated operating costs except those expressly borne by the Employer.
- 19.6 The Service Provider shall be solely responsible for vehicle registration, taxes, route permit, fitness certificate, insurance, fines, repair, maintenance, denting, painting and all associated operating costs except those expressly borne by the Employer.
- 19.7 In case of any breakdown, accident, maintenance or mechanical failure, the Service Provider shall immediately provide an equivalent replacement vehicle without additional cost to the Employer.

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.
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;
- (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 Employer shall provide a Logbook for each vehicle. The Driver shall maintain the Logbook properly, recording all journeys and obtaining the signature of the authorized user after completion of each journey.



- 29.2 The Service Provider shall ensure that the Logbook is submitted to the Employer for verification whenever required and together with the monthly bill or at such intervals as specified by the Employer. Any discrepancy, alteration or false entry in the Logbook may be treated as a breach of the Contract.
- 29.3 The Service Provider shall immediately notify the Employer of any accident, breakdown, theft, damage, traffic violation, or any incident affecting the operation, safety or availability of a vehicle and shall submit a written incident report within twenty-four (24) hours of such occurrence.
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 Over-payment
- 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

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| 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 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

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| 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 Section 7 ; 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.
- 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.
- 43.4 The Service Provider shall pay Drivers' salaries through the banking channel within ten (10) days of each month and shall submit documentary evidence, including bank statements or payment advice, together with the monthly invoice. Failure to comply may result in withholding of payment until satisfactory evidence is submitted.
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-8**
- 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

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| 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 seven (07) calendar days from the date of such notification, 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:
(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 | <p>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.</p> <p>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.</p> <p>59.3 The Adjudicator shall give a decision in writing within twenty eight (28) days of receipt of a notification of a dispute.</p> <p>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.</p> <p>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.</p> |
| 60. Arbitration | 59.6 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 |

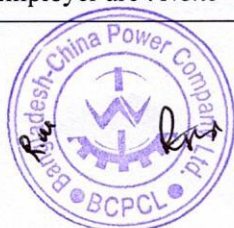


its intention to commence arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the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



Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (j) 1.1 (n)	The Employer is: Bangladesh-China Power Company Limited Represented by the Superintending Engineer (Procurement) The Service Provider is <i>[name, address and name of authorized representative]</i> The Intended Completion Date is 2 years from the date of signing of the contract. The Contract may be extended by the Employer, if it is required.
GCC 2.1	The addresses for <u>Communications and Notices</u> are: <u>Employer</u> Attention: Superintending Engineer (Procurement), BCPCL Address: Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka; Telephone No: +880-1313450451 E-mail: procurement@bcpcl.org.bd Service Provider Attention : Facsimile : E-mail :
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 within 14 (fourteen) days after the Contract becomes effective.
GCC 13.1	The intended completion date of the contract is October 15, 2028 (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: Not Applicable
GCC 28.1(c)	The other actions that shall require Employer's approval are: (iii) any replacement of the Certified/Approved Vehicles
GCC 31.2	The Liquidated Damages is not applicable.
GCC 33.1	The percentage of the cost of having a Defect assessed to be used for the calculation of Lack of Performance Penalty (ies) is: 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	The particulars of the Bank Account nominated are as follows : Title of the Account : [insert title to whom the Contract awarded] Name of the Bank : [insert name with code, if any] Name of the Branch : [insert branch name with code ,if any] Account Number : [insert number] Address : [insert location with district] Tel: Fax: e-mail address: [information furnished by the Service Provider shall be substantiated by the concerned Bank and authenticated by the Employer]
GCC 41.1	The Contract ceiling amount is: <i>[insert Contract amount in BDT]</i>
GCC 43.1	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: • Payment shall be made on monthly basis.
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	The principle and modalities of inspection of the Services by the Employer are as follows: <u>Performance Monitoring shall be done.</u> The Defects Liability Period is : Not Applicable.
GCC 59.1	The Adjudicator jointly appointed by the parties is: Name: Phone no: Fax No: none 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.
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	
PSN – 1	Tender Submission Letter
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>)

Forms PSN -1 to PSN -5 comprises part of the Tender Format and should be completed as stated in ITT Clauses 20.

Form	Title
Contract Forms	
PSN – 6	Letter of Acceptance
PSN – 7	Contract Agreement (<i>includes Appendices</i>)
PSN – 8	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)
PSN –9	Bank Guarantee for Advance Payment (<i>if applicable</i>)

Forms PSN -6 to PSN -9 comprise part of the Contract Format as stated in GCC Clause 5.



Tender Submission Letter (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]

Date:

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

Lot No (when applicable)

Lot No _____

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following non-Consultant Services, viz:

In accordance with ITT Clauses 22 and 23, the following prices apply to our Tender:	

The Tender Price is:

Tk *[in figures]*

(ITT Sub Clause 22.2)

Taka *[in words]*

[In case of manpower supply, this submission letter shall be submitted without tender price in the technical envelope and the same submission letter with tender price shall be submitted in the financial envelope.] Note: Other than manpower supply, delete this box during preparation of tender document

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

- our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 25.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- 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 26.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- if our Tender is accepted, we commit to furnish a Performance Security within the time stated under ITT Sub Clause 52.2 in the amount stated in the Tender Data Sheet (ITT SubClauses 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;
- 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 9). *[insert the number and issuing date of each addendum; or delete the underlined sentence if no Addendum has been issued]*;
- 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;
- 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 you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 47.

Signature:

[authorised representative of the Tenderer]

Name:

[insert full name of signatory with National ID Number]

In the capacity of:

[insert capacity of signatory]

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

Attachment :

[ITT Sub Clause 30.2]

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]

Lot No. *(when applicable)*

[Lot No]

1. Eligibility Information of the Tenderer [ITT –Clauses 5 & 24]					
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			[All documents required under ITT Clauses 5 and 25]	
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 24]					
2.1	General Experience in non-Consultant Services of Tenderer				
	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 Completed Contracts of similar nature, complexity and methods/technology				
	Contract No Name of Contract		[insert reference no] of [insert year] [insert name]		



	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor	Management Contractor
	Award date Completion date Total Contract Value	[insert date] [insert date] [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 Turn Over of the Tenderer [ITT Sub Clause 12.1(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 12.1(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 24.1(a), (b), (c), & (d).				
	Contact Details [ITT Sub Clause 24.1 (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 Contract Supervisor proposed for Contract administration and management [ITT Sub Clause 24.1(g)]			
	Name	Position	Qualifications	Years of Experience
				Total Works Experience Similar Works Experience
<i>[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PSN-3)]</i>				
2.7	Equipment proposed to carry out the Contract [ITT Sub Clause 24.1(h)]			
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)	
<i>[Tenderer to list details of each item of major equipment, as applicable]</i>				



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>Contract 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:

Tender Lot No: *(when applicable)*

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 24.1 (f)]

Invitation for Tender No:

Date:

Tender Package No:

Lot No (when applicable)

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



Letter of Acceptance (Form PSN-6)

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) 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 issuance of this Letter of Acceptance but not later than (specify date), in accordance with ITT Clause 52.2
- iii. sign the Contract within twenty-one (21) 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-7)

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-8)

[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-9)

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)

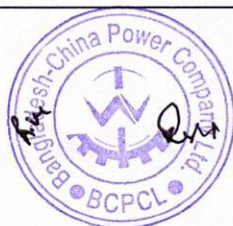
Item No.	Description of Items of Services (in sufficient details)	Unit	Quantity of Vehicles	Months	Monthly rate in BDT* (In figure/in words)	Total Amount for 24 months in BDT
1	2	3	4	5	6	7=4*5*6
Filled in by the Procuring Entity					To be filled in by the tenderer	
A.Rent of Vehicles						
01.	Rent of Hybrid SUV/Crossover (Toyota Harrier Hybrid / Toyota RAV4 Hybrid or Equivalent) with following Specification: Model Year: 2020 or Above Body Type: 5-Door SUV/Crossover Seating Capacity: Minimum 5 Seats Engine Type: Self-Charging Full Hybrid (HEV), Petrol Engine Capacity: 2,400–2,500 cc Combined Hybrid Output: Minimum 215 PS Transmission: eCVT Drive Type: FWD or Electronic AWD Fuel Tank: Minimum 55 Litres Fuel Economy: Minimum 07 km/L (In Dhaka city) and 09 km/L (In plant area) Wheelbase: Minimum 2,690 mm Ground Clearance: Minimum 180 mm Cargo Capacity: Minimum 520 Liters Wheel Size: Minimum 17-inch Alloy Wheels	nos	06	24		
02.	Rent of MPV (Toyota Hiace or Equivalent) with following Specification: Model Year: 2020 or Above Body Type: 5-Door MPV with Dual Sliding Rear Doors Seating Capacity: Minimum 12 Seats Second Row: Independent Captain Seats Third Row: Foldable Seats Engine Type: Petrol Engine Capacity: Minimum 2000 cc Transmission: eCVT Drive Type: Front-Wheel Drive (FWD) Fuel Tank: Minimum 70 Liters	nos	04	24		



Item No.	Description of Items of Services (in sufficient details)	Unit	Quantity of Vehicles	Months	Monthly rate in BDT* (In figure/in words)	Total Amount for 24 months in BDT
1	2	3	4	5	6	7=4*5*6
<i>Filled in by the Procuring Entity</i>					<i>To be filled in by the tenderer</i>	
	Fuel Economy: Minimum 06 km/L (In Dhaka city) and 07 km/L (In plant area) Wheelbase: Minimum 2,850 mm Ground Clearance: Minimum 160 mm Wheel Size: Minimum 15-inch					
03.	Rent of Double Cabin Pickup with Canopy/Carryboy (Toyota Hilux or Equivalent) with following Specification: Model Year: 2019 or Above Body Type: Double Cabin Pickup with Canopy/Carryboy (Carryboy's Quality must be Standard) and must be compatible for police uses Seating Capacity: Minimum 5 Seats Color: Blue Engine Type: Turbocharged Diesel Engine Capacity: 2,400–2,800 cc Transmission: 6-Speed Automatic or 6-Speed Manual Torque: Minimum 420 Nm Drive Type: 4×2 or 4×4 Engine Output: Minimum 148 PS Fuel Tank: Minimum 80 Litres Fuel Economy: Minimum 8 km/L (In plant area) Wheelbase: Minimum 3,080 mm Ground Clearance: Minimum 220 mm Payload Capacity: ≥950 kg Wheel Size: Minimum 17-inch Alloy Wheels	nos	02	24		
04.	Rent of Double Cabin Pickup with Canopy/Carryboy (Toyota Hilux or Equivalent) with following Specification: Model Year: 2019 or Above Body Type: Double Cabin Pickup with Canopy/Carryboy (Carryboy's Quality must be Standard) and must be compatible for police uses Seating Capacity: Minimum 5 Seats Color: Blue Engine Type: Turbocharged Diesel	nos	01	24		



Item No.	Description of Items of Services (in sufficient details)	Unit	Quantity of Vehicles	Months	Monthly rate in BDT* (In figure/in words)	Total Amount for 24 months in BDT
1	2	3	4	5	6	7=4*5*6
<i>Filled in by the Procuring Entity</i>					<i>To be filled in by the tenderer</i>	
	Engine Capacity: 2,400–2,800 cc Transmission: 6-Speed Automatic or 6-Speed Manual Torque: Minimum 420 Nm Drive Type: 4×2 or 4×4 Engine Output: Minimum 148 PS Fuel Tank: Minimum 80 Litres Fuel Economy: Minimum 8 km/L (In plant area) Wheelbase: Minimum 3,080 mm Ground Clearance: Minimum 220 mm Payload Capacity: ≥950 kg Wheel Size: Minimum 17-inch Alloy Wheels					
05.	Rent of Police Pick up Van (1 Ton/ 1.5 Ton) (Toyota DYNA or Equivalent) with following Specification: Model Year: 2020 or Above Body Type: Pick up Van (Well decorated and furnished as BCPCL requirement) Seating Capacity: Minimum 3 Seats in front site (16 seats in back side) Engine Type: Turbocharged Diesel Engine Capacity: 2,800 cc Fuel Tank: Minimum 90 Litres Fuel Economy: Minimum 08 km/L (In plant area) Ground Clearance: Minimum 220 mm Payload Capacity: ≥950 kg Wheel Size: Minimum 17-inch Alloy Wheels	nos	01	24		
Sub Total of A. Rent of Vehicles including VAT & TAX						
B. Salary of Drivers						
05.	Monthly Salary of Driver including overtime	nos	15	24	27,636.00	9,948,960.00
06.	Festival Bonus and Boishakhi Bonus of Driver	nos	15	2.4	19,636.00	706,896.00
Sub Total of B. Salary of Drivers						10,655,856.00
C. Salary of Drivers including Tax & VAT on B (1% & 15%)						11,839,840.00
D. Total Price of Rent of Vehicles and Salary of Drivers (A+C) including VAT & TAX						



- i) Unit rates or prices should be remaining 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 22.4.
- iii) Service Provider should conform to the driver's salary as per stated in the table above considering 24/7 availability of driver and vehicle.



Section 7. Performance Specifications For

Procurement of Hiring of 14 (fourteen) Vehicles and Maintaining Transport Facilities for Payra 1320MW Thermal Power Plant

7.1 Background

BCPCL intends to hire vehicle services for its officials in smooth operation at Payra 1320MW Thermal Power Plant. Service Provider will be engaged for 02 years under this contract to provide a trouble-free transport facility at the designated places during the entire hired period.

7.2 Areas included in the Scope of Services

The service-availing area for vehicles will be mostly at plant office in Kalapara, and sometimes outside of plant office in Kalapara like Kuakata, Patuakhali, Barishal, Dhaka and other area in Bangladesh based on necessity.

7.3 Detailed definition of Services

- a) The Service Provider will provide the vehicles as per Section 6. Activity Schedule for the entire hired period.
- b) The Service Provider will provide a driver for each vehicle and an additional driver for regular duty. The Service Provider will also ensure the availability of all vehicles and drivers 24/7 during the contract period, as per the requirement of the Employer.
- c) The vehicle will move according to the duty roaster set by the Employer.
- d) The Service Provider will undertake all repair and maintenance work including Denting and Painting of the vehicles. The Service Provider will be liable to always keep the vehicle in good condition during the contract period. In case of breakdown, accident, repair or any other fault, the Service Provider will provide a replacement vehicle of the same standard immediately
- e) The Service Provider will ensure that the Regular Servicing of the vehicles must be done immediately after 3,000 km or 03 months (whichever one comes first). Spare Parts such as Air Filter, lubricant Filter, AC filter, Fuel Filter, and any other accessories must be replaced at the time of Regular Servicing. All other requirements such as Power Oil, Brake Oil, Coolant, etc. must be checked regularly and refilled as per requirements. The vehicle must always be neat and clean

7.4 Detailed Days and Times

Contract Period shall be for 2 years from date of commencement. However, for extension of contract mutual written consent will be necessary. The willingness for extension of contract must be given to the Employer at least three months before completion of period of contract. If no willingness is received in the stipulated period, the Employer will be at his liberty to make its own arrangement.

7.5 General Activities

The Service Provider must perform their duties as specified in the terms and conditions, failing which the incumbent must be replaced in one month notice.

7.5.1 Daily Activities:

Following daily activities are required to be performed by the Service provider:



- a) The Service Provider will provide 6 nos Hybrid SUV/Crossover, 4 nos MPV, 3 nos Double Cabin Pickup & 1 nos Police Pickup Van as stated in the Activity Schedule.
- b) The Service Provider will provide a driver for each vehicle and an additional driver for regular duty.
- c) The Service Provider will ensure the availability of all the vehicles and drivers all the time in a day as per the requirement of concerned officer using the vehicle.
- d) In case of breakdown/non-availability of the vehicle or refusal of the driver to run the vehicle during any trip alternate arrangement will be made by the Service Provider immediately.
- e) The Employer will be responsible for providing fuel at their own cost.
- f) At the end of the day when the duty is completed, the vehicle will be parked at designated places of BCPCL Corporate Office/ Officers choice of premise as per the decision of Employer.

7.5.2 Weekly Activities:

Following weekly activities are required to be performed by the Service provider:

- a) Weekly monitoring of the Drivers/Staffs performance.
- b) Ensure that the Log Book is maintaining properly.
- c) Confirm the next week duty roster of each vehicle set by the Employer.

7.5.3 Monthly Activities:

Following monthly activities are required to be performed by the Service provider:

- a) Evaluate performance of the provided Drivers/Staffs.
- b) The Service Provider shall substitute/replace a non-performing or below performing Driver immediately as per the requirement of the Employer. Driver's leave will be arranged by the Service Provider, and the Service Provider will arrange a substitute driver immediately in place of the Driver who will be on leave.
- c) Timely submission of bill to the Employer.
- d) The Service Provider shall pay the Driver's Salary within 10 Days (maximum) in each month to the Driver through a banking channel. The Service Provider must submit a copy of the Bank Statement with the monthly Bill to claim Rent for each month to the Employer.

7.5.4 Every Six Months:

Following half-yearly activities are required to be performed by the Service provider:

- a) Check the quality and performance of the provided Vehicles thoroughly at least twice, provide a status report to the employer and substitute Vehicles whose status is not satisfactory as per Employer's requirement.
- b) Evaluate performance of the provided Drivers/Staffs and substitute Drivers/Staffs whose performance is not satisfactory.
- c) Meeting with designated officer at BCPCL Corporate Office at least twice.

7.6 Specific Activities

Following specific activities are required to be performed by the Service provider:

- a) Take care of the welfare of the provided Drivers/Staffs.
- b) The Service Provider will undertake all repair and maintenance work of the vehicle.
- c) Operation and function of vehicles and Drivers/Staffs shall be governed by the law of the land.
- d) The Service Provider will abide by all the Rules and Regulations as per law of the land regarding the safety of the passenger.



- e) The Service Provider will be responsible for trouble-free service during the entire hired period, including registration of vehicles, payment of any taxes, fitness, road permit, insurance, fine (if any occurs) of the vehicle, etc., and other related expenses.
- f) The Service Provider will be liable to keep the vehicle in good running condition at all times during the contract period. In case of breakdown, accident, under repair or any other fault, the Service Provider will provide replacement of the same standard other vehicle immediately. If the Service Provider fails to replace, a double amount of the proportionate amount of monthly hiring charge for the period of failure will be deducted from his bill. If the Air Cooler (AC) of the vehicle not functioning 30% (thirty percent) payment will be deducted from the monthly hiring charge for that day on proportionate basis.
- g) The Employer will provide a Logbook for each vehicle, which will be maintained with all details by the driver who will obtain the signature of the concerned officer using the vehicle for each journey.
- h) The Service Provider will not transfer the contract to any other person/firm/agency in any manner. The Service Provider shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- i) The Service Provider will indemnify the Employer against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the Service Provider or his staff or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Employer shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Service Provider during the course of performing duties. Similarly, the Employer will not be liable for damage to the hired vehicle.
- j) The Service Provider will make available, at its own cost, all necessary equipment & machinery, decoration items (minimum 02 cushions, proper music system and monitor), necessary items (Duster, Towel, Bucket, Jug, Umbrella etc.), and emergency items (Fire Extinguisher, etc.). All vehicles should have a functional back-view camera
- k) The Service Provider will ensure all the tires of the vehicle are in good condition, and if any tires look visually cracked or replaceable by production date and used mileage and time, those shall be replaced within a short time.
- l) Minimum mileage per liter of fuel shall be mentioned by the Service Provider to avoid misuse of fuel due to mechanical reasons or any other issues
- m) The Service Provider shall correct any defects within 07 (seven) days of being notified by the Employer of the occurrence of such defects.

7.7 Equipment and Consumables

The Service Provider will make available, at its own cost, all necessary equipment, machinery and materials as required to adequately perform the services.

7.8 Requirements for Service Provider's Staff-Driver

Sl	Item	Specification/Description & Details
1	Nationality	Bangladeshi by birth.
2	Health	Good health.
3	Educational qualification	Minimum educational qualification (SSC/Eight pass) (certificate to be attached).
4	Driving License	Required up-to-date driving license
5	Age	Age must be 21-45 (twenty-one to forty-five) years
6	Criminal record	No previous criminal record.



7	National Identity Card/ Birth certificate	Must be submitted (if available) to prove the age. valid NID
8	Previous experience	Must be mentioned (if any)
9	Additional terms and Conditions.	a) He will be properly dressed during duty, well-disciplined and well behaved. b) Always keep his/her Driving License and other relevant documents of the vehicle during duty. c) Drive the vehicle following traffic rules of BRTA. d) He will report with his vehicle to the concerned officer using the vehicle at the designated place. e) He will remain available with his vehicle all the time as per duty roster. f) He will follow the instructions of the concerned officer using the vehicle. g) He will not leave place of duty without prior permission of concerned officer using the vehicle. h) He will maintain a log book containing reporting time/km, releasing time/km, over time hours etc. and ensure to sign the log book daily at the end of the duty by the concerned officer using the vehicle. i) Ensure proper safety & security of the vehicle and its passenger(s).

7.9 Payment Terms and Conditions

- a) No claim for escalation will be entertained during the period of contract.
- b) No lodging and boarding facilities will be provided to the driver of the vehicle by the Employer.
- c) The Service Provider will be responsible for registration of vehicle, payment of any taxes, fitness, road permit, insurance, garage rent of the vehicle, etc. and other related expenses entire hired period.
- d) Log book containing reporting time/km, releasing time/km etc. to be maintained daily which will be countersigned by the concerned officer using the vehicle and the driver with name.
- e) The payment shall be made on monthly basis after submission of the bills by the Service Provider(s) after completion of the month. The Service Provider should submit the bills by 7th of the next month.
- f) After completion of providing service for one month the Service Provider shall submit an original log sheet to ascertain the movement of vehicle.
- g) The Service Provider will ensure that the Regular Servicing of the vehicles must be done immediately after 3,000 km or 03 months (which one comes first). Spare Parts such as Air Filter, lubricant Filter, AC filter, Fuel Filter, and any other accessories must be replaced at the time of Regular Servicing. All other requirements such as Power Oil, Brake Oil, Coolant, etc. must be checked regularly and refilled as per requirements. The vehicle must always be neat and clean.
- h) VAT/Tax shall be deducted from the bill as per rule as applicable from time to time.
- i) In case of breakdown/non-availability of the vehicle or refusal of the driver to run the vehicle during any trip alternate arrangement will be made by the Service Provider within 2 days, failing which alternate arrangement will be made by the Employer and the cost of hire at market rate will be recovered from the Service Provider's bills.
- j) In case of breakdown, accident, under repair or any other fault, the Service Provider will provide replacement of the same standard other vehicle immediately. If the Service Provider fails to replace, a double amount of the proportionate amount of monthly hiring charge for the period of failure will be deducted from his bill. If the Air Cooler (AC) of the vehicle not functioning 30% (thirty percent) payment will be deducted from the monthly hiring charge for that day on proportionate basis.



- k) The Employer will pay the road expenses such as road/bridge/flyover toll, ferry toll or parking cost, etc., and provide stationery items as per the requirements of the users (Tissue, Scent, Air freshener, water, etc.).
- l) The Employer will bear the Daily Allowance (DA) and Accommodation Cost of a driver, if he needs to travel outside Dhaka/Headquarter and to stay at night there, as per the following rate:

SL	Food Charge	Rest House		
		<i>In case of the Company managed guest-house. Duck-bungalow, circuit house or rest house of Gov't Departments/Corporations, etc.</i>	<i>Within Dhaka</i>	<i>Outside Dhaka</i>
01	BDT 700.00	Actual	BDT 800.00	BDT 400.00

The DA will be paid to the Driver through the banking channel.

m) The Service Provider shall comply with all the other conditions mentioned in the GCC & SCC of the Tender Document and Driver's benefit (Salary, Eid Bonus, Festival Bonus, yearly increment, etc.) as per Tender documents.

n) The Service Provider shall pay a fixed monthly salary of BDT 27,636.00 (Taka Twenty-Seven Thousand Six Hundred Thirty-Six) to each employee, inclusive of overtime. The basic salary shall be BDT 19,636.00 (Taka Nineteen Thousand Six Hundred Thirty-Six) per month. In addition, each employee shall be entitled to Eid bonus equivalent to 50% of the basic salary and a Boishakhi bonus equivalent to 20% of the basic salary, payable in accordance with the applicable rules and regulations.

o) If any modification is required for any of the vehicles supplied, it must comply with the clause mentioned in the specifications.

p) The pickup van deployed for police duties (24/7) must have a minimum of two drivers assigned to it.

q) The Employer shall not take any responsibility for the food and accommodation of the drivers of the vehicles supplied. However, if employer requires it for any official purpose, the Employer may arrange accommodation accordingly, but under no circumstances shall food be provided.

r) The supplier must ensure that each driver of the vehicle supplied wears a specific, clean, and tidy uniform.

