



Bangladesh-China Power Company Limited

(A Joint Venture of NWPGL and CMC)

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Tender Document For Engagement of Lightering Service Provider to perform Lightering for Payra 1320MW Thermal Power Plant

One Stage Two Envelope (National)

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Section 1. Instructions to Tenderers

A. General

- 1. Scope of Tender**
- 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of non-Consulting Services as specified in the **TDS** and as detailed in **Section 6: Activity Schedule** to the Contract. The name of the Tender and its number and identification is stated in the **TDS**.
- 1.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date as stated in the **TDS**.
- 2. Interpretation**
- 2.1 Throughout this Tender Document:
- (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
 - (b) if the context so requires, singular means plural and vice versa;
 - (c) “day” means calendar days unless otherwise specified as working days;
 - (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
 - (e) “Tenderer” means a Person who submits a Tender;
 - (f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and
 - (g) “Tender” depending on the context, means a Tender submitted by a Tenderer for physical services to a Procuring Entity in response to an Invitation for Tender
- 3. Source of Fund**
- 3.1 Procuring Entity has been allocated BCPCL own funds (revenue) from the source as indicated in the **TDS** and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.
- 4. Corrupt, Fraudulent, Collusive or Coercive Practices**
- 4.1 It requires that the Procuring Entity as well as the Tenderers and Suppliers (including their manufacturers, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts.
- 4.2 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall:
- a. exclude the concerned Tenderer from further participation in the particular procurement proceeding; or
 - b. reject any recommendation for award that had been proposed for that concerned Tenderer; or
 - c. declare, at its discretion, the concerned Tenderer to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.



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

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

6. Site Visit

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

B. Tender Document

7. Tender Document

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



- Section 6 Activity Schedule
- Section 7 Performance Specifications

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

8. Clarification of Tender Document

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

9. Pre-Tender Meeting

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

10. Amendment of Tender Document

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



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

C. Qualification Criteria

11. General Criteria

- 11.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.
- 11.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 11 to 17 inclusive.
- 11.3 Litigation history shall comply with the requirement as stated under ITT Sub Clause 13.1(c).

12. Experience Criteria

- 12.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the non-Consultant Service under the Contract:
- a. a minimum number of years of general experience in contracting industries in public/private sector as Prime Contractor/Sub-contractor/Management Contractor as specified in the **TDS**.
 - b. a minimum number of years of specific experience as Prime Contractor in providing non-Consulting Service of a nature, complexity and methods/technology similar to the proposed non-Consulting Service in at least a number of contracts over the period, as specified in the **TDS**.

13. Financial Criteria

- 13.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Services under the Contract.
- (a) the average annual turnover as specified in the **TDS** during the period specified in the **TDS**.
 - (b) availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS**.
 - (c) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers.

14. Personnel Capacity

- 14.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Services under the Contract consisting of key personnel with qualifications and experience as specified in the **TDS**.



15. Equipment Capacity

- 15.1 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the **TDS**.
- 15.2 In case of lease, hire, charter etc. of Lighter Vessels and associated major equipment, the Tenderer shall provide written commitment from bonafide owners of such Lighter Vessels/ equipment as an evidence of the tenderer's proven access to required facilities for meeting up the actual requirement. However, tenderer shall have to submit lease agreement or relevant agreement on a non-judicial stamp prior to the contract agreement in the event the Tenderer is successful.

16. Joint Venture

- 16.1 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, executed case by case on a non-judicial stamp of value as specified in the **TDS** or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.
- 16.2 The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 18.1, with number of partners as specified in the **TDS** to qualify, Leading partner and other partners must meet the criteria as specified in the **TDS**. Failure to comply with these requirements will result in non-responsiveness of the JV Tender.
- 16.3 Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.
- 16.4 JV shall nominate the **Leading Partner** as **REPRESENTATIVE** being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
- 16.5 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, executed case by case on a non-judicial stamp of value as specified in the **TDS** or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.

17. Sub-contractor

- 17.1 Tenderers may intend to subcontract an activity or part of the service, in which case such elements and the proposed Sub-contractor shall be clearly identified.
- 17.2 The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Sub-contractor is found ineligible or unsuitable to carry out the subcontracted tasks, the



Procuring Entity may request the Tenderers to propose an acceptable substitute.

- 17.3 A Sub-contractor may participate in more than one Tender, but only in that capacity.
- 17.4 The Procuring Entity may also select in advance Nominated Sub-contractor(s) to execute certain specific components of the service and if so, those will be specified in the **TDS**.
- 17.5 The successful Tenderer shall engage Sub-contractor as specified in the **TDS**.

D. Tender Preparation

18. Only One Tender

- 18.1 Tenderers shall submit only one (1) Tender for each package. Tenderer who submits or participates in more than one (1) Tender in one (1) package will cause all the Tenders of that Tenderer to be considered non-responsive.

19. Cost of Tendering

- 19.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 19.2 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.

20. Language of Tender

- 20.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla.

21. Contents of Tender

- 21.1 The Tender prepared by the Tenderer shall comprise separate Technical Proposal and Financial Proposal.
- 21.2 The **Technical Proposal** prepared by the Tenderer shall comprise the following:
- a. Submission Letter for Technical Proposal (Form PSN-1) as stated under ITT Sub Clause 22.1;
 - b. Tenderer Information (Form PSN-2) as furnished in Section 5: Tender Forms;
 - c. the Tender Security as stated under ITT Clauses 27 and 28.
 - d. the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 30.3.
 - e. the Valid Trade License;
 - f. documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 5.5;
 - g. documentary evidence as stated under ITT Clause 25 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the physical services under the Contract; and
 - h. curriculum vita of proposed manpower in case of outsourcing manpower.
 - i. any other document as specified in the TDS.

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

- a. Submission Letter for Financial Proposal (Form PSN-9);
- b. The Priced Activity Schedule (Form PSN-10) as stated under ITT Sub Clause 22, 23 and 24;



**22. Tender
Submission Letter
and Priced Activity
Schedule**

c. Any other requirement if **specified in the TDS.**

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

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

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

23. Tender Prices

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

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

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

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

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

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

**24. Tender
Currency**

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

**25. Documents
Establishing
Eligibility and
Qualification of the
Tenderer**

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

- (a) complete the eligibility declarations in the Tender Submission Letter (**Form PSN-1**);
- (b) complete the Tenderer Information (**Form PSN-2**);
- (c) general experience in service providing as stated under ITT Sub Clause 12.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;



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

26. Validity Period of Tender

- 26.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive. **A Tender valid for a shorter period shall be rejected by the Procuring Entity as being non-responsive.**
- 26.2 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 40.2.
- 26.3 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 26.2 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.

27. Tender Security

- 27.1 The Tenderer shall furnish along with the Technical Proposal as part of its Tender, a Tender Security in the form and in the amount specified in the **TDS**. **A Tender valid for a shorter period shall be rejected by the Procuring Entity as being non-responsive.**



27.2 The Tender Security shall:

- a) at the Tenderer's option be either;
 - i) in the form of a bank draft or pay order; or
 - ii) in the form of an irrevocable bank guarantee (Form PSN-6) issued by a Scheduled Bank of Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
- b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions listed in ITT Clause 28 being invoked; and
- c) remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 26.2.

27.3 **A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Procuring Entity as non-responsive.**

27.4 The authenticity of the Tender Security submitted by a Tenderer shall be examined and verified by the Procuring Entity in writing from the Bank issuing the security, prior to finalization of the Evaluation Report. If Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Procuring Entity may proceed to take punitive measures against that Tenderer as stated under ITT Sub-Clause 29.1.

28. Return of Tender Security

- 28.1 No Tender Security shall be returned to the Tenderers before contract signing.
- 28.2 Unsuccessful Tenderer's Tender Security will be discharged or returned as soon as possible but within twenty-eight (28) days after the expiry of the Tender Validity period as stated under ITT Sub Clauses 26.1.
- 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 26; or
 - (b) refuses to accept a Letter of Acceptance as stated under ITT Sub Clause 50.2; or
 - (c) fails to furnish Performance Security as stated under ITT Sub Clause 51.1 and 51.2; or
 - (d) refuses to sign the Contract as stated under ITT Sub Clause 55.2; or
 - (e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 43.2.

30. Format and Signing of Tender

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



event of any discrepancy between the original and the copies, the original shall prevail.

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

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

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

E. Tender Submission

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

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

31.3 The inner and outer envelopes shall:

- a) bear the name and address of the Tenderer;
- b) be addressed to the Procuring Entity at the address specified in the TDS;
- c) bear the name of the Tender and the Tender Number as specified in the TDS; and
- d) the envelope containing the Technical Proposal shall also bear a statement on the envelope "DO NOT OPEN BEFORE....." the time and date for Technical Proposal opening as specified in the ITT Sub-Clause 35.1.

31.4 The envelope containing the Financial Proposal shall also bear a statement on the envelope "NOT TO BE OPENED DURING TECHNICAL PROPOSAL OPENING".

31.5 If all envelopes are not sealed and marked as required by ITT Sub-Clause 31.1, 31.2 & 31.3, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.

32.1 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.

31. Sealing, Marking and Submission of Tender

32. Deadline for Submission of Tender



- 33. Late Tender** 33.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 32.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.
- 34. Modification, or Withdrawal of Tender** 34.1 A Tenderer may modify, substitute or withdraw its Tender (Technical Proposal and Financial Proposal) after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 30.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
1. submitted in accordance with ITT Clauses 30 and 31 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Modification TECHNICAL PROPOSAL” and/or “Modification FINANCIAL PROPOSAL” OR “Substitution TECHNICAL PROPOSAL” and/or “Substitution FINANCIAL PROPOSAL” and
 2. received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 32.
- 34.2 Tenderers shall not be allowed to retrieve its original Tender but shall be allowed to submit corresponding modification to its original Tender marked as “**MODIFICATION**”.
- 34.3 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as “**WITHDRAWAL**”.

F. Tender Opening and Evaluation

- 35. Tender Opening** 35.1 The Procuring Entity shall open the envelope containing Technical Proposal of Tenders in public, including modifications or substitutions on Technical Proposal, if any, made pursuant to ITT Clause 31, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 34 shall be returned unopened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Technical Proposal and shall sign a register evidencing their attendance. Person(s) not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 35.2 The name of the Tenderer, Tender withdrawals and modifications or substitutions on Technical Proposal, if any, and the presence or absence of a Tender Security, and such other details as the Procuring Entity, at its discretion, may consider appropriate, shall be read out aloud and recorded. The sealed envelope containing modification or substitution of Financial Proposal, if any, shall not be opened but shall be recorded and read out aloud and initialled by a minimum of three members of the Procuring Entity's Tender Opening Committee. All pages of the original of the Technical Proposal, except for un-amended printed literature, will be initialled by the members of the Procuring Entity's Tender Opening Committee.



- 35.3 Minutes of the Tender opening for Technical Proposal shall be made by the Procuring Entity and furnished to any Tenderer upon receipt of a written request. The minutes of the opening of Technical Proposal shall include, as a minimum, the name of the Tenderer and whether there is a withdrawal of Tender or substitution or modification on Technical Proposal or any envelope containing proposal of substitution or modification on Financial Proposal.
- 35.4 The Procuring Entity shall open the envelope containing Financial Proposals in public, including modifications or substitutions on Financial Proposal, if any, made pursuant to ITT Clause 34, of all the Tenderers who submitted substantially responsive Technical Proposal at the time and date at the location that will be subsequently communicated to the Technically responsive Tenderers. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Financial Proposal and shall sign a register evidencing their attendance.
- 35.5 The name of the Tenderer and Tender modifications or substitutions on Financial Proposal, if any, total amount of each Tender price, number of corrections, discounts, and such other details as the Procuring Entity, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts read out at the Tender opening shall be considered for evaluation. All pages of the original of the Financial Proposal of Tenders will be initialised by a minimum of three (03) members of the Procuring Entity's Tender Opening Committee.
- 35.6 Minutes of the Tender opening for Financial Proposal shall be made by the Procuring Entity and furnished to any Tenderer upon receipt of a written request. The minutes of the opening of Financial Proposal shall include, as a minimum, the name of the Tenderer and whether there is a withdrawal, substitution or modification on Financial Proposal and any the Tender Price, per lot as applicable, including any discounts offers.
- 35.7 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 33.

36. Confidentiality of Tender

- 36.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until the award of the Contract is announced.

37. Clarification of Tender

- 37.1 The Tender Evaluation Committee (TEC) may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT Clause 43.
- 37.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.
- 37.3 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 37.4 Requests for clarification shall be in writing and shall be signed only by the Convener of the TEC.



**38. Contacting the
Procuring Entity**

38.1 Following the opening of the Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Procuring Entity or try in any way to influence the Procuring Entity's examination and evaluation of the Tenders.

38.2 Any effort by a Tenderer to influence the Procuring Entity in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.

38.3 Notwithstanding ITT Sub Clause 38.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

**39. Responsiveness
of Technical
Proposal**

39.1 The Procuring Entity's determination of responsiveness of technical proposal is to be based on the contents of the technical proposal itself without recourse to extrinsic evidence.

39.2 A substantially responsive technical proposal is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way or is inconsistent with the Tender Document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

39.3 If a technical proposal is not substantially responsive to the Tender Document it shall be rejected by the Procuring Entity and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.

39.4 There shall be no requirement as to the minimum number of responsive Tenders.

**40. Preliminary
Examination**

40.1 TEC shall examine the technical proposal to confirm that all documentation requested in ITT Clause 21 has been provided, to determine the completeness of each document submitted.

40.2 TEC shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the technical proposal shall be rejected.

- (a) Submission Letter for Technical Proposal (PSN-1);
- (b) Written confirmation of authorization to commit the Tenderer; and
- (c) Valid Tender Security.

**41. Technical
Examination and
Responsiveness**

41.1 If the Technical Proposal is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

41.2 There shall be no requirement as to the minimum number of responsive technical proposal.

41.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.



- 41.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 25.
- 41.5 TEC shall further examine the terms and conditions specified in **Section 7: Performance specifications.**
- 41.6 If after the examination, TEC determines that the Technical Proposal has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 41.4 & 41.5, it shall be considered responsive.
- 41.7 TEC as a whole and each of its members themselves individually shall separately evaluate as set forth in the TDS.
- 42. Financial Evaluation**
- 42.1 TEC shall evaluate each financial proposal that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
- 42.2 To evaluate a Tender, the TEC shall consider the total tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 42.1.
- 42.3 Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
- 43. Correction of Arithmetical Errors**
- 43.1 Provided that the technical proposal is responsive, the TEC shall correct arithmetical errors on the basis that; (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and, (c) if there is a discrepancy between words and figures, the amount in words shall prevail.
- 43.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 43.1 will be immediately notified by the TEC to the concerned Tenderer for acceptance.
- 44. Price Comparison**
- 44.1 TEC will compare all responsive financial proposals to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.
- 44.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as Service period, quality of Service provided, complaints history and performance indicators could be taken into consideration.
- 44.3 The successful Tenderer as stated under ITT Sub Clauses 44.1 and 44.2 shall not be selected through lottery under any circumstances.
- 45. Negotiations**
- 45.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
- 46. Post-Qualifications**
- 46.1 The determination on post-qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 24, clarifications in accordance with ITT Clause 41 and the qualification criteria indicated in ITT Clause 12, 13, 14, 15, 16 and 17. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.



47. Rejection of All Tenders

47.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.

47.2 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 47.3 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.

47.3 All Tenders can be rejected, if -

- (a) the price of the lowest evaluated Tender substantially exceeds the official estimate, provided the estimate is realistic; or
- (b) there is evidence of lack of effective competition, such as non-participation by a number of potential Tenderers; or
- (c) Tenders are not responsive; or
- (d) evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.

48. Informing Reasons for Rejection

48.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

49. Award Criteria

49.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Letter of Acceptance (LOA) to the successful Tenderer.

50. Letter of Acceptance

50.1 The LOA, attaching the contract as per the sample (**Form PSN-11**) to be signed, shall state:

- (a) the acceptance of the Tender by the Procuring Entity;
- (b) the price at which the contract is awarded;
- (c) the date and time within which the Contract shall be signed.

50.2 The LOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its issuance.

50.3 Until a formal contract is signed, the LOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.

51. Performance Security

51.1 The Performance Security shall be provided by the successful Tenderer in currency at the percentage as specified in the **TDS**.

51.2 The Procuring Entity, upon recommendation of the TEC, may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 52.1 but not exceeding twenty-five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading.



- 51.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 52. Form and Time Limit for Furnishing of Performance Security**
- 52.1 The Performance Security, as stated under ITT Clause 51, may be in the form of a Pay Order or Bank Draft, or an irrevocable Bank Guarantee in the format (Form PSN-13), issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
- 52.2 Within fourteen (14) days from the date of acceptance of the LOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 51.1 or 51.2.
- 53. Validity of Performance Security**
- 53.1 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
- 54. Authenticity of Performance Security**
- 54.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
- 55. Contract Signing**
- 55.1 Within twenty-eight (28) days of issuance of the LOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 55.2 Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 55.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
- 56. Publication of Award of Contract**
- 56.1 The Procuring Entity shall publish the Award of Contract on its Notice Board and where applicable on the website of the Procuring Entity.
- 57. Debriefing of Tenderers**
- 57.1 Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her without disclosing information about any other Tenderer. In the case of debriefing, confidentiality of the evaluation process shall be maintained.
- 57.2 Tenderer has the right to complain in accordance with the BCPCL Procurement Procedures 2019 and PPA-2006, PPR-2008 whichever is applicable.
- 58. Summary of major points of rejection/non-responsiveness of tenders.**
- 58.1 The factors related to considering any tender as being rejected or non-responsive have been detailed in several clauses in the Instruction to Tenderers (ITT) and the tenderers shall be required to pay particular attention to those. However, some of the major factors leading to rejection/non-responsiveness of tender are highlighted below for convenience of the tenderers.



- (i) Late submission of tenders.
- (ii) Non-compliance / Incomplete submission of Tender Submission Sheet against the tender requirement.
- (iii) Non-compliance to submit of Tender security as per tender requirement.
- (iv) Non-compliance with requirement of validity of tender.
- (v) Failure to quote tender price as per tender requirement.
- (vi) Failure to meet the qualification criteria.
- (vii) Non-submission or incomplete submission of Tender Information Sheet duly signed.
- (viii) Non-compliance with tender requirements **referred to in Section-2, TDS.**
- (ix) Tender not signed/submitted by duly authorized person.



Section 2: Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The Procuring Entity is Bangladesh-China Power Company Limited represented by Superintending Engineer (Procurement) Tender Ref: BCPCL/Proc/CL/OTM/2024-25/0312.01, dated: March 12,2025</p> <p>The Name of the Service is: Engagement of Lightering Service Provider to perform Lightering for Payra 1320MW Thermal Power Plant</p>
ITT 1.2	The Intended Completion Date of the Contract: 02 (two) years from contract signing.
ITT 3.1	The source of fund is: Own fund
B. Tender Document	
ITT 8.1	<p>For clarification of Tender Document purposes only, the Procuring Entity's address is: Attention: Superintending Engineer (Procurement), BCPCL Address: Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka; Telephone No: +880-1313450451 E-mail: procurement@bcpcl.org.bd</p>
ITT 9.1	<p>The Pre- Tender meeting shall be held at Date: March 23,2025 Time: 11:00 AM. Place: Conference Room, Bangladesh-China Power Company Limited Corporate Office, UTC Building (Level # 5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh</p>
C. Qualification Criteria	
ITT 12.1(a)	<p>The Tenderer shall have a minimum of 8 (eight) years overall experience in providing lightering services for bulk material like Coal, Iron Ore, Fertilizers, Chemicals, Cement etc. or Grain in Bulk, in international or domestic waters.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>
ITT 12.1(b)	<p>The Tenderer shall have specific experience of Mother Vessel/Lighter Vessel in providing transportation service of 1,000,000.00 (one million) MT of dry bulk commodities in bulk over a period of last 05 (five) years.</p> <p>The Tenderer shall furnish experience certificate(s) from Govt./Semi Govt./ Autonomous/ /Govt. Company/Power Plant/Multinational/ Local conglomerate to comply the above qualification criteria.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>
ITT 13.1(a)	<p>The tenderer shall have minimum average annual turnover of BDT 1,000,000,000.00 (one hundred crore) only within last 03 (three) years from lightering and related business supported by annual audit report(s).</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>
ITT 13.1(b)	<p>The Tenderer shall have minimum amount of liquid asset or working capital or credit facility of BDT 500,000,000.00 (fifty crore) only from any scheduled Bank of Bangladesh. The Line of Credit shall be submitted using the Form PSN – 7 in Section 5.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>



ITT 13.1(c)	All pending litigation shall be treated as resolved against the Tenderer and will be subtract from total liquid asset as per requirement set in ITT 13.1 (b) . The pending litigation history shall be submitted using the Form PSN-2 in Section 5.																																								
ITT 14.1	<ul style="list-style-type: none">• Key personnel Experience: The tenderer must have key personnel (Officer in Charge of Lightering Operation, Supervisors, Tally Clerk, Crane Operator, Signal Man, Deck Foreman for each vessel) with relevant experience in lightering operations, specifically for coal or bulk cargo. Personnel should possess relevant marine licenses and certifications from competent authorities.• A list of key personnel as mentioned below (Sl. No. 1 to 6) shall be provided in a separate sheet: <table><tr><th>Sl. No.</th><th>Description</th><th>Minimum experience in Similar field</th><th>Minimum Personnel Requirement / Nos.</th></tr><tr><td>1</td><td>Officer in Charge of Lightering Operation</td><td>12 years</td><td>4</td></tr><tr><td>2</td><td>Supervisors</td><td>8 years</td><td>16</td></tr><tr><td>3</td><td>Tally Clerk</td><td>8 years</td><td>16</td></tr><tr><td>4</td><td>Crane Operator</td><td>5 years</td><td>32</td></tr><tr><td>5</td><td>Signal Man</td><td>5 years</td><td>32</td></tr><tr><td>6</td><td>Deck Foreman</td><td>5 years</td><td>16</td></tr><tr><td>7</td><td>Lighter Vessel Master</td><td>5 years</td><td>16</td></tr><tr><td>8</td><td>Lighter Vessel Chief Engineer</td><td>5 years</td><td>16</td></tr><tr><td>9</td><td>Lighter Vessel Chief Officer</td><td>5 years</td><td>16</td></tr></table> <p>CV of Sl. No. 1 and 2 shall be provided as per format mentioned in PSN-5: Personnel Information.</p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>	Sl. No.	Description	Minimum experience in Similar field	Minimum Personnel Requirement / Nos.	1	Officer in Charge of Lightering Operation	12 years	4	2	Supervisors	8 years	16	3	Tally Clerk	8 years	16	4	Crane Operator	5 years	32	5	Signal Man	5 years	32	6	Deck Foreman	5 years	16	7	Lighter Vessel Master	5 years	16	8	Lighter Vessel Chief Engineer	5 years	16	9	Lighter Vessel Chief Officer	5 years	16
Sl. No.	Description	Minimum experience in Similar field	Minimum Personnel Requirement / Nos.																																						
1	Officer in Charge of Lightering Operation	12 years	4																																						
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3	Tally Clerk	8 years	16																																						
4	Crane Operator	5 years	32																																						
5	Signal Man	5 years	32																																						
6	Deck Foreman	5 years	16																																						
7	Lighter Vessel Master	5 years	16																																						
8	Lighter Vessel Chief Engineer	5 years	16																																						
9	Lighter Vessel Chief Officer	5 years	16																																						



ITT 15.1	<p>The tenderer must provide sufficient documentary to the following:</p> <ul style="list-style-type: none">• Number of Lighter Vessels: The tenderer must provide a detailed list of Lighter vessels with an aggregate capacity of 50,000MT where the minimum capacity of each lighter shipment will be 3,000MT having all necessary documents updated and validated including but not limited to IMO certifications. The capacity can be proven through registration certificate/Boat Note/ Draft Survey/Marine Surveyors Report.• Age of Equipment: All vessels and equipment should be less than 10 (ten) years old and have undergone significant upgrades/refits in the last 3 (three) years.• Compliance: All vessels must be compliant with environmental regulations, including oil spill prevention, ballast water management, and emission standards as per IMO regulations or necessary fitness certificate/ survey report from the competent authority (BIWTA, MMD etc). The proposed vessels need to have motorized/mechanized sea-worthy hatch cover to avoid any spillage. The vessels need to have proper calibration certificates to ensure accurate draft survey reports.• In case of lease, hire, charter etc. of Lighter Vessels and associated major equipment, the Tenderer shall provide written commitment from bonafide owners of such Lighter Vessels/ equipment as an evidence of the tenderer’s proven access to required facilities for meeting up the actual requirement.• Tenderer shall submit relevant documents of having minimum 03 nos. payloaders and 01 nos. excavator. <p><i>The tenderer shall fill up Information of The Lighter Vessels (Form PSN-8).</i></p> <p><i>Failure to meet this requirement shall cause rejection of tender.</i></p>																												
ITT 16.1	The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only																												
ITT 16.2	<p>Maximum number of partners in the JV shall be not more than 3 (three). The minimum qualification requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows:</p> <table><tr><th>TDS Clauses References</th><th>Requirements by summation</th><th>Requirements for Leading Partner</th><th>Requirements for another Partner(s)</th></tr><tr><td>ITT-12.1(a)</td><td>Summation not applicable</td><td>Same as stated in TDS</td><td>Same as for Leading Partner</td></tr><tr><td>ITT-12.1(b)</td><td>100% (summation of different contracts)</td><td>40%</td><td>25%</td></tr><tr><td>ITT-13.1(a)</td><td>100%</td><td>40%</td><td>25%</td></tr><tr><td>ITT-13.1(b)</td><td>100%</td><td>40%</td><td>25%</td></tr><tr><td>ITT-14.1</td><td>100%</td><td>Minimum requirement not applicable</td><td>Minimum requirement not applicable</td></tr><tr><td>ITT-15.1</td><td>100%</td><td>Minimum requirement not applicable</td><td>Minimum requirement not applicable</td></tr></table> <p>BCPCL reserves the right to assess the capabilities and capacities of the tenderer in the form of single entity or joint venture to perform the contract.</p>	TDS Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for another Partner(s)	ITT-12.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner	ITT-12.1(b)	100% (summation of different contracts)	40%	25%	ITT-13.1(a)	100%	40%	25%	ITT-13.1(b)	100%	40%	25%	ITT-14.1	100%	Minimum requirement not applicable	Minimum requirement not applicable	ITT-15.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
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ITT-13.1(b)	100%	40%	25%																										
ITT-14.1	100%	Minimum requirement not applicable	Minimum requirement not applicable																										
ITT-15.1	100%	Minimum requirement not applicable	Minimum requirement not applicable																										



ITT 17.4	The Nominated Sub-contractor(s) named shall execute the following specific components of the proposed service: None
ITT 17.5	Sub-contractor may be engaged only for stevedoring service.
D. Tender Preparation	
ITT 21.2(i)	<p>A. The tenderer shall also be required to submit documents in support of following requirements along with the technical proposal. Failure to meet any requirement mentioned below (a to j) shall cause the rejection of technical proposal.</p> <ol style="list-style-type: none"> ITT 12.1(a), ITT 12.1(b), ITT 13.1(a), ITT 13.1(b), ITT 13.1 (c), 14.1 & 15.1. Satisfactory experience certificate issued by end-users in support of ITT 12.1(b) mentioning clearly names and contact address including phone Fax no. and domain e-mail address of the end users. Documentary evidence of financial capacity pertaining to ITT 13.1 (a) and ITT 13.1 (b) CV's of officer in charge of lightering operation and supervisors pertaining to ITT 14.1 Documentary evidence of lighter vessels and other equipment pertaining to ITT 15.1 The tenderer must submit a detailed operational plan explaining how they will conduct the lightering services, including <ul style="list-style-type: none"> Methodology: How the lightering will be performed, including estimated time for loading/unloading. Safety Measures: The plan should include safety protocols, risk mitigation strategies, and emergency response procedures. Submission Letter for Technical Proposal (Form PSN-1) Tenderer Information Sheet (Form PSN-2) Personnel Information (PSN-5) Information of The Lighter Vessels (PSN-8) Valid Trade License. Up to date Income tax certificate. VAT registration certificate <p>The tenderer also needs to submit the following document with the Technical Proposal:</p> <ol style="list-style-type: none"> Person(s) signing the Tender shall provide a copy of his or her National Identification card. Copy of Purchase receipt of Tender document.
ITT 21.3(c)	<p>The Financial Proposal shall also be required to submit the followings along with the tender:</p> <ol style="list-style-type: none"> Submission Letter for Financial Proposal (Form PSN-9); The Priced Activity Schedule (Form PSN-10)
ITT 25.1(j)	Audited Financial Statement of last 03 (three) financial years shall be submitted.
ITT 26.1	The Tender Validity period shall be 120 (One Hundred Twenty) days.
ITT 27.1	The amount the Tender Security shall be BDT 150,000,000/- (fifteen crore) only in favour of Bangladesh China Power Company Limited.
E. Tender Submission	
ITT 31.1	In addition to the original of the Technical Proposal , number of copies to be submitted: 02 (two)
ITT 31.2	Original of the Financial Proposal only.



ITT 32.1	<p>For Tender submission purposes, the Procuring Entity's address is: Attention: Superintending Engineer (Procurement), BCPCCL 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</p> <p>Time and Date: April 21,2025, Time: 12:00 PM</p>
F. Tender Opening and Evaluation	
ITT 35.1	<p>The Tender opening shall take place at: Address: Bangladesh-China Power Company Limited Level # 5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka Time & Date: April 21,2025, Time: 12:30 PM</p>
G. Contract Award	
ITT 51.1	<p>The amount of Performance Security shall between 10% (Ten Percent) of the Contract price in the currency of Bangladesh Taka.</p>



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) **BCPCL** means the Bangladesh China Power Company Limited;
- (c) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
- (d) **Completion** means the fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in the Contract;
- (e) **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;
- (f) **Contract Agreement** means the Agreement entered into between the Employer and the Service Provider together with the Contract Documents;
- (g) **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;
- (h) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 41.1;
- (i) **Day** means calendar day unless otherwise specified as working days;
- (j) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 11.1;
- (k) **Employer** is the party named in the PCC who engages the Service Provider to perform the Services;
- (l) **Equipment** is the Service Provider's apparatus, machinery, vehicles and other things required for the execution and completion of the Physical Service and remedying any defects.
- (m) **"Force Majeure"** means any circumstances not within the reasonable control, directly or indirectly, of the party affected, but only if and to the extent that (i) such circumstances despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such party, (ii) such event materially adversely affects the ability of the affected party to perform its obligations under the Agreement, and the affected party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the affected party's ability to perform its obligations under the Agreement and to mitigate the consequences thereof, (iii) such event is not the direct or indirect result of the failure of such party to perform any of its obligations under the Agreement and (iv) such party has given the other party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with this Clause provided that Events of Force Majeure shall not include strikes, lockouts or other industrial action by non-manual



personnel of the party seeking to invoke that Event of Force Majeure or of such party's agents or contractors.

- (n) **GCC** means the General Conditions of Contract;
- (o) **Intended Completion Date** is the date on which it is intended that the Service Provider shall complete the Services as specified in the PCC;
- (p) **Month** means calendar month;
- (q) **Party** means the Employer or the Service Provider, as the case may be, and **"Parties"** means both of them;
- (r) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented;
- (s) **Personnel** means professionals and support staff provided by the Service Provider and, assigned to perform the Services or any part thereof;
- (t) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Works and physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.
- (u) **Reimbursable expenses** mean all assignment-related costs other than Service Provider's remuneration.
- (v) **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;
- (w) **Services** means the work to be performed by the Service Provider pursuant to this Contract, as described in the Contract Document;
- (x) **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;
- (y) **Subcontractor** means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (z) **Third Party** means any person or entity other than the Government, the Employer and the Service Provider;
- (aa) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Interpretation

2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 5.1(h).

2.3 Non waiver

- (a) Subject to GCC Sub Clause 2.3(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract,



neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. Communications and Notices

3.1 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.

4. Governing Law and Governing Language

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

4.2 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or Bangla. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.

4.3 The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Documents Forming the Contract and Priority of Documents

5.1 The following documents forming the Contract shall be interpreted in the following order of priority:

- a. the signed Contract Agreement (PSN-12);
- b. the Letter of Acceptance (PSN-11);
- c. the completed Tender;
- d. the Particular Conditions of Contract;
- e. the General Conditions of Contract;
- f. the Particular Specifications;
- g. the Priced Activity Schedule (PSN-10) ; and
- h. any other document listed in the PCC forming part of the Contract.

6. Assignment

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

7. Eligible Services

7.1 The Service Provider shall be a national of Bangladesh.

8. Taxes and Duties

8.1 The Service Provider shall be entirely responsible for all applicable taxes, duties, other levies imposed or incurred inside and outside Bangladesh.



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, starting date and intended completion Date

- 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.
- 11.2 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.
- 11.3 Unless terminated earlier pursuant to GCC Clauses 49 to 57, the Service Provider shall complete the activities by the Intended Completion Date as specified in the PCC.

12. Modifications or Variations

- 12.1 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.
- 12.2 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.



13. Joint Venture (JV)

13.1 If the Contractor is a JV,

- (a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Procuring Entity for performance of the Contract;
- (b) the JV partners shall nominate the **Leading Partner as REPRESENTATIVE** being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV;
- (c) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received; provided that if the other partners of the JV subsequently become available before the legal action has been completed, the Procuring Entity shall have the right to take action against those other partners of that JV as well.
- (d) the composition or constitution and legal status of the JV shall not be altered without the prior approval of the Procuring Entity;
- (e) alteration of partners, **except the Leading partner**, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall implementation of the services, whereby the incoming partner shall require to possess qualifications higher than that of the outgoing partner;

"if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices and while in case, the Leading partner is found incompetent or has been debarred due to the same reasons stated herein the Contract shall be terminated"

14. Sub-contracting

- 14.1 Sub-contracting the whole physical service by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his or her agents or employees, as if they were the acts or defaults of the Service Provider.
- 14.2 The prior consent, in writing, of the Project Manager shall however be obtained for other proposed Sub-contractor(s).
- 14.3 Nominated Sub-contractor named in the Contract shall be entitled to execute the specific components of the physical service stated in the **PCC**.
- 14.4 Sub-contractors shall comply with the provisions of GCC Clause 38.
- 14.5 **Sub-contractor may be engaged only for stevedoring service.**



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.
- 15.2 The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.
- 15.3 The Contractor shall be entirely responsible for all applicable taxes, duties, VAT, and other levies imposed or incurred inside and outside Bangladesh.

16. Description of Personnel

- 16.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the Service Provider's Key Personnel are described in submitted tender (PSN-5) and subsequent inclusion of personnel duly approved by BCPCL management.
- 16.2 The periods of engagement of Key Personnel as mentioned in 16.1 may be increased by agreement in writing between the Employer and the Service Provider, if additional work is required beyond the Scope of the Services specified in **Section 7: Particular Specification** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 40.1 of this Contract, this will follow procedures as stated under GCC Clause 14.1, including prior review where necessary.
- 16.3 The Service Provider shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.

17. Approval of Personnel

- 17.1 The Employer approves the Key Personnel listed by title as well as by name described in submitted tender (PSN-5) and subsequent inclusion of personnel. In respect of other Personnel that the Service Provider proposes to use in carrying out of the Services, the Service Provider shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs).

18. Removal and/or Replacement of Personnel

- 18.1 Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Employer.

D. Obligations of the Service Provider

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 ensure that the Services are carried out by the Service Provider acting as a Reasonable and Prudent Operator and are undertaken by adequately trained, qualified, experienced, competent and properly managed professionals as may be necessary and reasonably appropriate for the performance of its obligations in accordance with the contract.

19.3 The Service Provider shall not, except for the purposes of performing the obligations under the Contract, without the written permission of the Procuring Entity disclose or make use of any specification, plan, design and drawing, pattern, sample or information furnished by or on behalf of the Procuring Entity.

19.4 The Service Provider shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable labour laws and other relevant treaties ratified by the government.

19.5 The Service Provider shall carry out all instructions of the Employer that comply with the applicable law.

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 Conflicting Activities and other 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.

22.2 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



23. Confidentiality

23.1 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.

23.2 The terms of the Agreement, any information provided by one party to another in the course of negotiation of the Agreement or any further negotiations among the parties, and any further terms agreed among the parties (collectively the Confidential Information) shall remain confidential to the parties and shall not be disclosed, or used otherwise than for the performance of the parties respective obligations under the Agreement, without the specific written agreement of both parties provided that a party may disclose the Confidential Information to the extent required by law.

24. Limitation of Liability

24.1 Except in cases of criminal negligence or wilful misconduct:

- (a) the Contractor shall not be liable to the Procuring Entity, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Procuring Entity; and
- (b) the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement.
- (c) any other cases as specified in Section 4: Particular Conditions of Contract (PCC).

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 mentioned in the Contract;
 - (b) any change in the Program of activities; and
 - (c) any other action that may be specified in the PCC.
- 29. Reporting Obligations**
- 29.1 The Service Provider shall submit to the Employer the reports and documents specified in **Section 7: Performance Specification** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Section 7: Performance Specification**.
- 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 The Service Provider shall have to perform the physical services in accordance with contractual promises, failing which penalty, including but not limited to claims on account of hull damages during lightering operation raised by Mother Vessels' owners/charterers/respective P&I



clubs, shall be imposed on the Service Provider for the reasons and in methods as specified in the PCC.

33.2 Penalty will be deducted from the Service Provider's submitted invoice. If the penal amount exceeds the concerned invoice, then the excess amount will be recovered from the subsequent invoices and/or performance guarantee.

34. Performance Security

34.1 The Employer shall notify the Service Provider of any claim made against the Bank issuing the Performance Security.

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

(a) The Service Provider is in breach of the Contract and the Employer has duly notified him or her ; and

(b) The Service Provider has not paid an amount due to the Employer and the Employer has duly notified him or her.

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

E. Obligations of the Employer

35. Assistance and Exemptions

35.1 The Employer shall use its best efforts to ensure that the BCPCL shall:

(a) provide the Service Provider and Personnel with documents as shall be necessary to enable the Service Provider or Personnel to perform the Services;

(b) issue to officials and representatives of BCPCL all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(c) assist the Service Provider in obtaining necessary licenses and permits needed to carry out the Services as may be specified in the PCC; 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 Change in Law/Change in Tax/ Change in Dues in the event of:

- any change (including any change in interpretation or application or exemption) in:
- Legal Requirements, taxes (including VAT, corporate income tax, any duties, levies or charge of a similar nature) payable to or imposed on any amounts charged and/or earned by the Service Provider under this Agreement by any Governmental Authority);
- any existing law, statute, order, decree, injunction, licence, permit, approval, treaty, rule or regulation by any Governmental Authority;
- any increase of the costs, expenses, taxes or dues for performing the lightering services at the Lightering Site;
- the coming into force, enactment or imposition of any new Legal Requirements, or tax or law, statute, order, decree, injunction, licence, permit, approval, treaty, rule or regulation by any Governmental Authority,



- 36.2 Change in law which affects directly the Service Provider and results in a decrease or increase in the cost incurred by the Service Provider to perform its obligations under this Agreement, during validity of this contract, then the Employer will compensate the Service Provider for such increased cost or adjust the payments to be made by the Employer hereunder to account for such decrease in cost. Such compensation or adjustment, as the case may be, shall be limited to the actual reasonable and necessary documented costs of coming into compliance with such change in law of making payment of such additional tax or the reduction in cost or taxes, in each case supported by documentation.
- 36.3 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 at the times and in the manner specified.
- 38. Payment** 38.1 In consideration of the Services performed by the Service Provider under this Contract, the Employer shall make to the Service Provider such payments and in such manner as stated under GCC Clauses 39 to 48.

F. Payments to the Service Provider

- 39. Payments: General** 39.1 All payments under this Contract shall be made to the account of the Service Provider as specified in the PCC.
- 40. Lump-Sum Payment** 40.1 The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in **Section 7: Particular Specification**; 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 twenty-eight (28) days after the condition met, to the Employer specifying the amount due. The Employer shall pay the Service Provider as mentioned in PCC.
- 43.2 In the event of termination of this Contract pursuant to GCC Clauses to 54 to 57, the Employer shall make the payments to the Service Provider for Services satisfactorily performed prior to the effective date of termination.



- 44. Advance Payment** 44.1 If so specified in the **PCC**, an Advance Payment for Mobilization, Materials and Supplies shall be made to the Service Provider, of the amount and within the number of days after the Effective Date as specified in the **PCC**. The Advance Payment shall be made against the provision by the Service Provider of an unconditional Bank Guarantee for the same amount which shall:
- (a) remain effective until the Advance Payment has been fully amortized as specified in the **PCC**; and
 - (b) be in the format as shown in **PSN-14**
- 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.
- 49. Adjustments for Changes in Legislation** 49.1 Unless otherwise specified in the Contract, if between the date twenty-eight (28) days before the submission of Tenders for the Contract and the date of the last Completion Certificate, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.
- 49.2 The Employer shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided such changes have not already been accounted



50. Price Adjustment

for in the price adjustment as defined and/or reflected in the Contract Price.

50.1 The initial Base Rate for lightering shall be adjusted depending on the domestic Diesel price in Bangladesh as follows. The Diesel price of Bangladesh Energy Regulatory Commission (BERC) is considered as the Index for bunker fuel for Lighter Vessels.

Base month for considering the fuel price will be the month, one Month prior to the Month on which the deadline of submission of bid falls.

Whenever the Diesel price is revised (upward or downward) more than 3%, lightering rate shall be adjusted accordingly based on the proportion of fuel cost in the overall cost.

The current quantum of fuel cost of lighter vessels is estimated to be 15 % of the overall cost.

Accordingly, Base Rate for lightering shall be revised as per the following formula depending on domestic Diesel price:

BR = Initial Base Rate for lightering

A = Base Price of Diesel in Tk. per Liter 28 days before the submission of the tender document at Payra Port

C = Actual Average Price of Diesel in the preceding month to the month which includes the Lightering Completion Date of the relevant shipment

BC = 0.15

BF = Bunker Adjustment Factor

RA = Applicable Barging Rate

$BF = [(C-A)/A] * BC$

$RA = BR * [1 + BF]$

G. Time Control

51. Completion of Services

51.1 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 11.1.

52. Extension of the Intended Completion Date

52.1 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 (m).

53. Progress Meeting

53.1 The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the physical service.



H. Quality Control

- 54. Identifying Defects** 54.1 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.
- 55. Correction of Defects, and Lack of Performance Penalty** 55.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC Sub Clause 33.1.

I. Termination

- 56. Termination for Default** 56.1 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 following **Section 7: Performance Specifications (Consequences of Default)**. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
- 57. Termination for Insolvency** 57.1 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.
- 58. Termination for Convenience** 58.1 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.
- 59. Termination because of Force Majeure** 59.1 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

- 60. Amicable Settlement** 60.1 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.



61. Adjudication

- 61.1 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.
- 61.2 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.
- 61.3 The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.
- 61.4 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.
- 61.5 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.

62. Arbitration

- 62.1 If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the **PCC**.



Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (k) 1.1 (o)	<p>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 02 (two) year from the date of signing of the contract. The Contract may be extended by the Employer, if it is required.</p>
GCC 3.1	<p>The addresses for Communications and Notices are: Employer 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 :</p>
GCC 11.1	<p>The date on which this Contract shall come into force is the date of signing the Contract by both parties.</p>
GCC 11.2	<p>The Starting Date for commencement of Services shall be within maximum 14 (fourteen) days after the Contract becomes effective.</p>
GCC 11.3	<p>The intended completion period of the contract will be 02 (two) years from the date of contract signing.</p>
GCC 19.6	<p>Add new clause 19.6 as below: The Service Provider shall make reasonable provisions for the occupational safety and health of himself/herself, his/her workmen or staff, any staff of the Employer or any third party while delivering the physical services.</p>
GCC 19.7	<p>Add new clause 19.7 as below: The Service Provider shall keep the Employer harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Employer or any third party while delivering the physical services.</p>
GCC 24.1 (C)	<p>No Consequential Loss The liability of either party in respect of any claim brought by the other party based on a failure of the accused party to fulfil its obligations under the Agreement shall be limited to liability for loss directly suffered by the party aggrieved. Such liability shall exclude loss of profit and expectation of profit and all indirect or consequential loss or damage to the party aggrieved.</p>
GCC 25.2	<p>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.</p>



GCC 26.1(a)	<p>The risks and the coverage shall be as follows: The Employer shall be responsible for necessary insurance coverage for the cargo.</p> <p>Service Provider shall be responsible for necessary insurance including but not limited to:</p> <ul style="list-style-type: none"> i) P&I coverage of the Lightering Vessels throughout the entire period of operation ii) Personal injury or death of Service Provider's personnel, which are due to Service Provider's risks. iii) Wreck removal iv) Port/jetty property damages liabilities v) Oil pollution vi) Crew liabilities vii) Third party liabilities
GCC 28.1(c)	<p>The other actions that shall require Employer's approval are: any replacement of the key personnel(s) and Certified/Approved Lighter Vessel(s), payloaders/ excavator.</p>
GCC 31.2	<p>Liquidated Damages is not applicable. However, in case of lack of performance penalty shall be imposed on the Service Provider for the reasons and in methods as mentioned below:</p> <ul style="list-style-type: none"> i) The service provider shall unload coal from Mother Vessel to the lightering vessels at its own arrangement, cost, risk and responsibility. The service provider shall ensure minimum unloading rate 8000 MT Per Weather Working Day Fridays Holidays Saturdays Sundays Included (PWWF FHSINC) each Mother Vessel. The Employer shall unload the coal from the lightering vessels at its own cost, risk and responsibility at BCPCL Jetty. The unloading rate will be 8000 MT PWWF FHSINC. ii) For each instance of non-performance as outlined in GCC 33.1 (i) during the working hours, penalty will be applied in the following manner: <ul style="list-style-type: none"> • Demurrage rate declared by the Mother Vessel (USD/hr) X Number of Hours X Exchange Rate on the date of NOR <p><i>Only for reference value</i> <i>Normally the demurrage rate for a day (24 hours) varies between USD 15,000.00 to USD 20,000.00</i></p> iii) In the event that the Service Provider fails to deliver the Lightering Service for any given shipment, the Employer reserves the right to engage a third party to carry out the required Lightering Services. However, the Service Provider shall remain liable for the payment to the third party, based on the actual charges incurred. The Employer shall make the necessary adjustments to the Service Provider's invoice to account for this payment to the third party.
GCC 35.1	<p>(c) The Employer will obtain customs clearance for the coal. (d) None</p>



GCC 39.1	<p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : [insert title to whom the Contract awarded]</p> <p>Name of the Bank : [insert name with code, if any]</p> <p>Name of the Branch : [insert branch name with code ,if any]</p> <p>Account Number : [insert number]</p> <p>Address : [insert location with district]</p> <p>Tel:</p> <p>e-mail address:</p> <p>[information furnished by the Service Provider shall be substantiated by the concerned Bank and authenticated by the Employer]</p>
GCC 41.1	The Contract ceiling amount is: <i>[insert Contract amount in BDT]</i>
GCC 43.1	<p>Payment will be made based on the successful completion of each lightering operation, with invoices submitted upon delivery of the final operation report for each shipment.</p> <p>i) 80% payment shall be made after deduction of applicable Income Tax and VAT, within 28 (twenty-eight) days after submission of Invoice along with the following documents by the Service Provider:</p> <ul style="list-style-type: none"> • Copy of Daily Discharging Report of the Mother Vessel duly signed and stamped by the master or chief officer of the Mother Vessel, distinctly showing the lightered quantity, • Boat notes duly signed and received by the authorised representative of the Employer • Relevant documents of paying taxes, duties, fees, levies, VAT and other charges payable by the Service Provider • Mushok 6.3 Form <p>ii) Rest 20% of the invoice amount will be paid within 28 (twenty-eight) days after necessary adjustment as per GCC 33.</p>
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 53.1	The Employer and the Service Provider shall arrange progress meetings in monthly basis to review the progress and performance of the physical service.
GCC 54.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <u>Performance Monitoring shall be done.</u></p> <p>The Defects Liability Period is: Not Applicable.</p>
GCC 61.1	<p>The Adjudicator jointly appointed by the parties is:</p> <p>Name:, Phone no:, Fax No: none</p> <p>In case of disagreement between the parties at the subsequent stage, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh.</p>
GCC 61.4	The Adjudicator will be paid at the rate agreed by both BCPCL and the service provider.
GCC 61.5	In case of disagreement between the parties, the appointing Authority for the Adjudicator is the president of the institute of Engineers, Bangladesh (IEB)
GCC 62.1	The place of Arbitration is: Dhaka



Section 5: Tender and Contract Forms

Form	Title
Tender Forms for Technical Proposal	
PSN – 1	Submission Letter for Technical Proposal
PSN – 2	Tenderer Information
PSN – 3	JV Partner Information
PSN – 4	Sub-contractor Information
PSN – 5	Personnel Information
PSN – 6	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
PSN - 7	Letter of Commitment (<i>when this option is chosen</i>)
PSN - 8	Information of The Lighter Vessels
Tender Forms for Financial Proposal	
PSN- 9	Submission Letter for Financial Proposal
PSN - 10	Priced Activity Schedule (Form)

Forms PSN -1 to PSN -8 comprises part of the **Technical Proposal** Format and should be completed as stated in ITT Clauses 21.

Forms PSN -9 to PSN -10 comprises part of the **Financial Proposal** Format and should be completed as stated in ITT Clauses 21.

Form	Title
Contract Forms	
PSN – 11	Letter of Acceptance
PSN – 12	Contract Agreement (<i>includes Appendices</i>)
PSN –13	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)
PSN –14	Bank Guarantee for Advance Payment (<i>if applicable</i>)

Forms PSN -11 to PSN -14 comprise part of the Contract Format as stated in GCC Clause 5.



Tender Forms for Technical Proposal

PSN – 1	Submission Letter for Technical Proposal
PSN – 2	Tenderer Information
PSN – 3	JV Partner Information
PSN – 4	Sub-contractor Information
PSN – 5	Personnel Information
PSN – 6	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
PSN - 7	Letter of Commitment (<i>when this option is chosen</i>)
PSN – 8	Information of The Lighter Vessels

Forms **PSN -1** to **PSN -8** comprises part of the **Technical Proposal** Format and should be completed as stated in ITT Clauses 21.



Submission Letter for Technical Proposal (Form PSN-1)

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

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

Tender Package No:

Date:

[indicate IFT No]

[indicate Package No]

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

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

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



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

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

Signature:

Name:

In the capacity of:

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

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]

Attachment :

[ITT Sub Clause 40.2]

Written confirmation authorising the above signatory to commit the Tenderer.



Tenderer Information (Form PSN-2)

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

Invitation for Tender No:

IFT No]

Tender Package No:

[Package No]

1. Eligibility Information of the Tenderer [ITT –Clauses 5]				
1.1	Nationality of individual or country of registration			
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 [please describe, if applicable]			
1.5	Tenderer's year of registration			
1.6	Tenderer's authorised representative details			
	Name			
	National ID number			
	Address			
	Telephone / Fax numbers			
	e-mail address			
1.7	Litigation [ITT Cause 11]			
	A. No pending litigation <input type="checkbox"/> [if no pending litigation put Tick Mark in Box]			
	B. Pending litigation			
	Year	Matter in dispute	Value of Pending Claim in Taka	Value of Pending Claim as Percentage of Net Worth



1.8	Tenderer to attach photocopies of the original documents mentioned aside		[All documents required under ITT Clauses 5]	
The following two information are applicable for National Tenderers				
1.9	Tenderer's Value Added Tax Registration (VAT) Number			
1.10	Tenderer's Tax Identification Number(TIN)			
[The foreign Tenderers, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]				
2. Qualification Information of the Tenderer				
2.1	General Experience in non-Consultant Services of Tenderer [State years of experience]			
2.2	Specific Experience in non-Consultant Services of Tenderer Completed Contracts of similar nature, complexity and methods/technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract [tick relevant box].	Prime Contractor	Sub-contractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
	Total Contract Value	[insert amount]		
	Procuring Entity's Name Address Tel / Fax <u>e-mail</u> Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed physical service]		
2.3	Average annual turnover [ITT Sub Clause 13.1(a)]			
	Year	Currency	Amount Taka or Equivalent Taka	



2.4	Liquid assets available to meet the cash flow [ITT Sub Clause 13.1(b)]			
	No	Source of Financing	Amount Available	
In order to confirm the above statements the Tenderer shall submit, as applicable				
2.5	Contact Details			
	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 key technical and administrative personnel proposed for Contract administration and management			
	Name	Position	Years of General Experience	Years of Specific Experience
[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PSN-5)]				
2.7	Major Equipment proposed to carry out the Contract			
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)	
[Tenderer to list details of each item of major equipment, as applicable]				

Signature:

Name:

In the capacity of:

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

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]



JV Partner Information (Form PSN-3)

[This Form should be completed by each JV partner].

Invitation for Tender No:

[IFT No]

Tender Package No:

Package No]

1. Eligibility Information of the JV Partner [ITT –Clauses 5]			
1.1	Nationality of individual or country of registration		
1.2	JV Partner's legal title		
1.3	JV Partner's registered address		
1.4	JV Partner's legal status <i>[complete the relevant box]</i>		
	Proprietorship		
	Partnership		
	Limited Liability Concern		
	Government-owned Enterprise		
	Others [please describe, if applicable]		
1.5	JV Partner's year of registration		
1.6	JV Partner's authorised representative details		
	Name		
	National ID number		
	Address		
	Telephone / Fax numbers		
	e-mail address		
1.7	Litigation [ITT Cause 11]		
	A. No pending litigation <input type="checkbox"/> [if no pending litigation put Tick Mark in Box]		
	B. Pending litigation		
	Year	Matter in dispute	Value of Pending Claim in Taka
			Value of Pending Claim as Percentage of Net Worth



1.8	JV Partner to attach photocopies of the original documents mentioned aside		[All documents required under ITT Clauses 5]	
The following two information are applicable for national JV Partners only				
1.9	JV Partner's Value Added Tax Registration (VAT) Number			
1.10	JV Partner's Tax Identification Number(TIN)			
[The foreign JV Partners, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]				
2.	Key Activity(ies) for which it is intended to be joint ventured, if it can be specified [ITT Sub Clause 18.2]			
	Elements of Activity		Brief description of Activity	
3.	Qualification Information of the JV Partners			
3.1	General Experience in of JV Partners [State years of experience]			
3.2	Specific Experience of JV Partners Completed Contracts of similar nature, complexity and methods technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract [tick relevant box].	Prime Contractor	Sub-contractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
	Total Contract Value	[insert amount]		
	Procuring Entity's Name Address Tel / Fax <u>e-mail</u> Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed physical service]		
3.3	Average annual turnover [ITT Sub Clause 13.1(a)]			
	Year	Currency	Amount Taka or Equivalent Taka	



3.4	Liquid assets available to meet the cash flow [ITT Sub Clause 13.1(b)]			
	No	Source of Financing	Amount Available	
In order to confirm the above statements the JV Partners shall submit, as applicable				
3.5	Contact Details			
	Name, address, and other contact details of JV Partner's Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity			
3.6	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management			
	Name	Position	Years of General Experience	Years of Specific Experience
[JV Partners to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PSN-5)]				
3.7	Major Equipment proposed to carry out the Contract			
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)	
[Tenderer to list details of each item of major equipment, as applicable]				

Signature:

Name:

In the capacity of:

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

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]



Sub-contractor Information (Form PSN-4)

[This Form should be completed by each Sub-contractor, preferably on its Letter-Head Pad]

Invitation for Tender No:

[IFT No]

Tender Package No

[Package No]

1.	Eligibility Information of the Sub-contractor [ITT –Clauses 5]	
1.1	Nationality of Individual or country of Registration	
1.2	Sub-contractor's legal title	
1.3	Sub-contractor's registered address	
1.4	Sub-contractor's legal status <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Other (please describe)	
1.5	Sub-contractor's year of registration	
1.6	Sub-contractor's authorised representative details	
	Name	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Sub-contractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 in support of its qualifications
The following two information are applicable for national Sub-contractors		
1.8	Sub-contractor's Value Added Tax Registration (VAT) Number	
1.9	Sub-contractor's Tax Identification Number(TIN)	
[The foreign Sub-contractors, in accordance with ITT sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]		



2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 17.1]		
2.1	Elements of Activity	Brief description of Activity
2.2	List of Similar Contracts in which the proposed Sub-contractor had been engaged	
	Name of Contract and Year of Execution	
	Value of Contract	
	Name of Procuring Entity	
	Contact Person and contact details	
	Type of service performed	

Signature:

Name:

In the capacity of:

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

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]



Personnel Information (Form PSN-5)

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

Name of the Tenderer:		<i>[insert Title]</i>	
Invitation for Tender No:		<i>[indicate IFT No]</i>	
Tender Package No		<i>[indicate Package No]</i>	
A. Proposed Position (tick the relevant box)			
B. Personal Data			
Name:			
Date of Birth:			
Years 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-6)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 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 ITT"). 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-7)

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

Invitation for Tender No:

Date:

Tender Package No:

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 performance of service of [description of service] 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 performance of services viz. [insert name of service], 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 whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature

Signature



Information of The Lighter Vessels (Form PSN-8)

[This Form should be completed for each lighter proposed by the Tenderer]

Name of the Tenderer:	<i>[insert Title]</i>
Invitation for Tender No:	<i>[indicate IFT No]</i>
Tender Package No	<i>[indicate Package No]</i>

Sl. No.	Particulars	LV No.-1	LV No.-2	LV No.-3	LV No.-4	LV No.-5	LV No.-6
1	Name of the lighter											
2	Name of the Owner											
3	Size of the lighter (Dead Weight Tonnage, DWT)											
4	Capacity as per license											
5	Age of the lighter											
6	Operational History (performance, maintenance and safety records)											
7	Expiry Date of P&I Coverage											
8	Fully Loaded Draft(M)											
9	No. of Payloaders											
10	Licence and permits to operate (mention concerned authority)											
11	Dimensions of hatch											

Signature:

Name:

In the capacity of:

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

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]



Tender Forms for Financial Proposal

PSN - 9 Submission Letter for Financial Proposal

PSN - 10 Priced Activity Schedule (Form)

Forms PSN -9 to PSN -10 comprises part of the **Financial Proposal** Format and should be completed as stated in ITT Clauses 21.



Submission Letter for Financial Proposal (Form PSN-9)

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

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

Date:

[indicate ITT No]

Tender Package No:

[indicate Package No]

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

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

Tk. (in figure): _____ Only

Tk. (In Words): _____ Only.

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

The discount for being awarded is-

Tk. (in figure & Words): _____

Only.

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

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

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

Signature:

Name:

In the capacity of:

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

[authorised representative of the Tenderer]

[insert full name of signatory with National ID Number]

[insert capacity of signatory]

Attachment :

[ITT Sub Clause 40.2]

Written confirmation authorising the above signatory to commit the Tenderer



Priced Activity Schedule (Form PSN-10)

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

To:

Date:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

Item No.	Description of Items of Services (in sufficient details)	Unit	Indicative Quantity	Unit Rate in BDT (In figure/in words)	Total Price in BDT (In figure/in words)
1	2	3	4	5	6=4*5
Filled in by the Procuring Entity				To be filled in by the tenderer	
01.	Lightering from the Payra outer anchorage to BCPCL Jetty (inclusive of all necessary fees, ancillary charges, taxes, levies, etc. along with stevedoring services in lighter vessels)	MT	1,600,000		
02.	Lightering from the Kutubdia/Chittagong Outer Anchorage to BCPCL Jetty (inclusive of all necessary fees, ancillary charges, taxes, levies, etc. along with stevedoring services in lighter vessels)	MT	3,200,000		
03.	Lightering from the Payra Inner anchorage to BCPCL Jetty (inclusive of all necessary fees, ancillary charges, taxes, levies, etc. along with stevedoring services in lighter vessels) if necessary.	MT	1,000,000		
Total Price in BDT (In figure/in words)					

- i) Unit rates or prices should remain fixed over the entire contract period. Unit rates or prices for each item shall be entered by the Tenderer which shall be inclusive of profit and overhead for all items of the Services described in the Activity Schedule.
- ii) All kinds of applicable taxes, 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.
- iv) The tenderer should also consider Net Lightering rate, Stevedoring rate, Expenses in providing and maintaining payloaders, Excavators, etc., Mobilization & Demobilization cost, Sheltering, if applicable, of Lighter Vessels during the off season, Personnel cost of Lightering Service Provider's personnel (Accommodation, Food, etc.), Any applicable personnel taxes, Expenses in compiling with Custom formalities, Immigration and Port health, Expenses in maintaining sufficient Mooring ropes and Lighter Vessel fenders, Expenses in complying with statutory requirements, Expenses in complying with quarantine requirements due to any Pandemic situation, All port charges for the Lighter Vessels.
- v) Adjustments for Changes in Legislation for taxes, levies etc. will be as per GCC 49 of section 3: General Conditions of Contract.
- vi) The diesel rate shall be adjusted as per clause GCC 50 of section 3: General Conditions of Contract.



Contract Forms

- PSN – 11 Letter of Acceptance
- PSN – 12 Contract Agreement (*includes Appendices*)
- PSN – 13 Bank Guarantee for Performance Security (*when this option is chosen*)
- PSN – 14 Bank Guarantee for Advance Payment (*if applicable*)

Forms **PSN -11** to **PSN -14** comprise part of the Contract Format as stated in GCC Clause 5.



Letter of Acceptance (Form PSN-11)

Contract No:

Date:

To:

[Name of the Service Provider]

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

You are thus requested to take following actions:

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

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

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

Signed

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

Date:



Contract Agreement (Form PSN-12)

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
 - (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-13)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 51, 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-14) 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	Indicative Quantity
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
01.	Lightering from the Payra outer anchorage to BCPCL Jetty (inclusive of all necessary fees, ancillary charges, taxes, levies, etc. along with stevedoring services in lighter vessels)	MT	1,600,000
02.	Lightering from the Kutubdia/Chittagong Outer Anchorage to BCPCL Jetty (inclusive of all necessary fees, ancillary charges, taxes, levies, etc. along with stevedoring services in lighter vessels)	MT	3,200,000
03.	Lightering from the Payra Inner anchorage to BCPCL Jetty (inclusive of all necessary fees, ancillary charges, taxes, levies, etc. along with stevedoring services in lighter vessels) if necessary.	MT	1,000,000



Section 7. Performance Specifications

1. Background

Bangladesh-China Power Company Limited is a joint venture of North-West Power Generation Company Limited (NWPGL) and China National Machinery Import & Export Corporation (CMC). BCPCL has implemented the country's first ultra-supercritical power plant. The plant has been put into commercial operation in 2020. BCPCL requires a reliable supply of coal in sufficient quantities to meet its energy supply and coal availability obligations and thus is importing coal for the company.

BCPCL must load mother vessels according to the Coal Transportation Agreement (CTA), aiming to maximize the number of vessels from Oldendorff per month while minimizing freight costs. The channel's maximum permissible draft restricts each vessel's capacity to approximately $\pm 20,000$ MT, translating to around 15-20 mother vessels per month to meet the 350,000-400,000 MT monthly coal requirement for continuous plant operation. This high vessel count presents challenges: increased freight costs and the limited handling capacity of the port. This many mother vessel poses twofold problems like escalating freight cost and limitation of the Ports handling capacity.

To reduce freight expenses, BCPCL intends to fully load each mother vessel to approximately 55,000-60,000 MT, thereby limiting the monthly vessel count to 6-7. However, channel draft restrictions prevent these fully loaded vessels from reaching the plant jetty directly. To address this issue and ensure an uninterrupted supply of 350,000-400,000 MT of coal per month, BCPCL must conduct lightering at locations like Kutubdia/Chittagong Outer Anchorage, Payra Outer Anchorage, and Payra Inner Anchorage. This enables mother vessels to reach permissible draft levels for the channel, turning basin, and jetty.

Payra Port Authority publishes a monthly draft chart for the Rabnabad channel, though unexpected draft reductions have occurred, sometimes necessitating mid-month revisions. Such changes disrupt coal shipments, as BCPCL relies on the draft chart for advance planning. When the draft changes unexpectedly, BCPCL is left with no choice but to adjust lightering locations based on seasonal conditions; for example, lightering shifts to Payra Outer Anchorage after the monsoon season.

Hence, BCPCL seeks to engage a Lightering Service Provider to facilitate the transfer of coal from mother vessels to lighter vessels at Kutubdia/Chittagong Outer Anchorage, Payra Outer Anchorage, and Payra Inner Anchorage, and to ensure its subsequent transport to the BCPCL Jetty at Payra, Patuakhali. This service engagement shall adhere to the specifications detailed in Section 7 (Performance Specification) of the tender document.

2. Objective of the assignment

The objective of this assignment is to provide lightering services for coal shipments arriving at Kutubdia/Chittagong Outer Anchorage, Payra Outer Anchorage, Payra Inner Anchorage for a period of 02 (two) years. The lightering operations will facilitate the safe and efficient partial unloading of coal from bulk carriers, allowing the vessels to reduce draft and berth at the BCPCL jetty for full unloading. This service is critical to avoiding dead-freight, minimizing demurrage costs, and ensuring the uninterrupted operation of the BCPCL power plant.



3. Duration of the Contract

The contract for lightering services will be for a period of 02 (two) years, beginning from the date of contract signed. The service provider will be responsible for lightering from coal shipments notified by BCPCL arriving during this period.

4. Definition:

- a) "Lightering" shall collectively mean on-board stevedoring, lightering of coal from Mother Vessels at the Kutubdia/Chittagong Outer Anchorage /Payra Inner Anchorage/Payra Outer Anchorage to the Jetty of the Power Plant and related Mother Vessel hold cleaning using pay-loaders.
- b) "MT (s)", "tonne" shall mean metric ton(s) of 1,000 kilograms.
- c) A fraction of a cent in any calculation shall be rounded up to two decimal places, if such fraction is one half of a cent or more and shall be rounded down if otherwise.
- d) A fraction of a ton in any calculation shall be rounded up to two decimal places if such fraction is one half of a ton or more and shall be rounded down if otherwise.
- e) "Working day" shall mean a day (other than Saturday, Sunday or public holidays) on which banks are open for business in Bangladesh.
- f) "Jetty" shall mean the Jetty of the Payra Power Plant Jetty;
- g) "NOR" mean Notice of Readiness of the vessel at Kutubdia/Chittagong Outer Anchorage /Payra Inner Anchorage/Payra Outer Anchorage to unload coal;
- h) "LIGHTER VESSELS" shall mean Self-Propelled Lighter Vessels (plural);
- i) "Mother Vessel" shall mean bulk carrier ships having cranes.
- j) "CPA" shall mean Chittagong Port Authority.
- k) "PPA" shall mean Payra Port Authority.

5. Scope of Service

Scope of service of the service provider includes the following:

- i. The service provider shall be responsible for partially/fully offloading coal from the Mother Vessels anchored at the Kutubdia/Chittagong Outer Anchorage, Payra Outer Anchorage and Payra Inner Anchorage to Lighter Vessels or other suitable vessels.
- ii. Each Mother Vessel will require lightering to achieve a draft that allows safe berthing at the BCPCL jetty.
- iii. The estimated volume to be lightered per shipment will vary depending on the draft of the arriving vessel and the water depth at the berth, but indicative volume will range from 20,000 to 40,000 MT per vessel.
- iv. Coal lightered from the bulk carrier will be transferred to designated Lighter Vessels or receiving vessels, which will deliver the coal to the BCPCL jetty. All vessels must be certified, seaworthy, and suitable for coal handling, equipped with the necessary equipment for safe transfer operations.
- v. The service provider must ensure that lightering is completed within a specified time frame to minimize the risk of vessel demurrage.
- vi. The service provider must have contingency plans in place to deal with equipment breakdowns or adverse weather conditions to ensure uninterrupted service.
- vii. The service provider must implement a pollution prevention plan to ensure that no coal spillage occurs during the transfer process. Any incidents must be reported immediately to the relevant authorities.
- viii. The service provider shall clean the lighters after completion of operation.
- ix. Lightering must be conducted in compliance with all safety, environmental, and operational standards.



- x. The service provider shall follow the stowage plan guided by chief officer/captain/Master of the vessel.
- xi. The service provider shall take care that the Mother Vessel is not damaged during the lightering operation.
- xii. The service provider shall transfer the lightered cargo to BCPCL Jetty directly without any cargo spillage/loss as soon as possible.
- xiii. The service provider shall ensure that the duration of the lightering on one Mother Vessel should not be more than laytime declared by BCPCL.
- xiv. The service provider shall ensure that all type of manpower like Chief Supervisor, Worker, Deck Forman, and other concerned labors remain standby for smooth operation of the lightering.
- xv. The service provider shall prepare discharging certificate/boat note duly signed by the Chief officer/Master, Draft Surveyor(s) and authorized person from BCPCL.
- xvi. The Service Provider shall use their own manpower or appointed vendors to sweep and collect the bottom cargo of Lighter Vessels at BCPCL Jetty.

6. Quantity

The lightering quantity will be approximately 200,000 MT (+/- 20%) per month subject to change of draft at Payra Port, arriving in multiple shipments where numerous shipments may arrive together. During the Contract Period, the Employer shall arrange any number of shipments, and the Service Provider shall lighter the quantity as required and determined by the master or chief officer of the Mother Vessel and transport from the Lightering Site directly to the Coal Delivery Point. The lightered quantity as mentioned in the Daily Discharging Report (DDR) of the Mother Vessel signed by the Master or Chief Officer of the Mother Vessel will be counted as the final lightered quantity for invoice and payment.

7. Shipment Size

The cargo size per shipment will be around 55,000 MT (+/- 10%) at the Employer's Option.

8. Lightering Site

The designated Lightering Site primarily may be –

- a) From November to February: Payra Port Outer Anchorage,
- b) From March to October: Kutubdia/Chittagong Port Outer Anchorage,
- c) Payra Inner Anchorage if required

Other than the above-mentioned Lightering Sites, if necessary, the Employer may choose to add additional safe Lightering Site within Bangladesh Waters, provided the Employer shall pay if any additional cost is required and the Service Provider shall reduce fees if cost is saved due to the change of location of Lightering Site upon mutual negotiated rate between BCPCL and the Lightering Service Provider.

9. Reporting and Documentation

- **Daily Progress Reports:** The service provider will submit daily progress reports during the lightering operations, indicating the volume of coal transferred, operational challenges, weather conditions, and other relevant data.
- **Incident Reports:** In case of any incidents (spills, equipment failures, or accidents), the service provider is required to submit an incident report within **24 hours**.



- **Final Operation Report:** After each lightering operation, the service provider must submit a final report detailing the total volume lightered, time taken, and any issues encountered during the operation.

10. Performance Standards

The service provider is required to meet the following performance standards during the execution of the contract:

- **Timeliness:** Completion of each lightering operation within the agreed-upon timeline.
- **Safety:** Zero incidents of coal spillage or safety violations during operations.
- **Environmental Compliance:** Full compliance with environmental standards, including pollution control measures.
- **Operational Efficiency:** Maximize the coal transfer rate without compromising safety or environmental standards.

11. Service Provider's Responsibilities

The service provider shall be responsible for:

- Providing all necessary vessels, equipment, and personnel for the execution of the lightering services.
- Coordinating with relevant stakeholders, including BCPCL, local port authorities, and the Mother Vessel's captain, to ensure smooth operations.
- Ensuring compliance with all applicable safety, environmental, and maritime regulations.
- Conducting regular maintenance of vessels and equipment to ensure operational readiness.
- Submitting timely reports on the progress and completion of lightering operations.
- Ensuring the safety of the Mother Vessel, Jetty of BCPCL and its equipment.
- Ensuring the secure transportation of coal from the mother vessel to the BCPCL jetty, mitigating risks of theft, robbery, or any other potential issues.

12. BCPCL's Responsibilities

BCPCL will:

- Provide the necessary information and planning regarding the arrival schedules of Mother Vessels.
- Facilitate communication and coordination with local port authorities.

13. Maintenance of Equipment

Regular Maintenance:

- The service provider must ensure that all vessels and equipment are regularly maintained and are in good working condition throughout the contract period.
- Any breakdowns or repairs must be addressed immediately, with the service provider responsible for sourcing replacement equipment if necessary to avoid delays.

14. Deliverables

The service provider will be required to deliver the following during the contract period:

- **Completion of all lightering operations** for coal shipments within the specified timeframes.
- **Daily and final operation reports** for each lightering operation.
- **Compliance documentation**, including environmental reports and safety certifications.



15. Pilferage

The Service Provider shall deploy the required number of escorts on each Lighter Vessel to prevent pilferage. In case of any pilferage found, the Service Provider shall compensate appropriately as directed by the Employer.

16. Spillage/Handling Loss

The Service Provider shall unload the cargo from Mother Vessels and load the same onto Lighter Vessels and handle the cargo during lightering operations from the Mother Vessels to Lighter Vessels through its own persons, appointed vendors with all necessary equipment. Any spillage/handling loss shall be on the Service Provider's account. The Employer shall finally unload the cargo from the Lighter Vessels by its own cranes at BCPCL Jetty and the Service Provider shall use their own manpower or appointed vendors to sweep and collect the bottom cargo of Lighter Vessels at BCPCL Jetty.

17. Lightering Vessel

The Service Provider shall have to deploy minimum 16 (sixteen) Lightering Vessels to load/unload two (02) Mother Vessels arriving at a time or nearby time or on different times, fulfilling the following requirements:

- Lightering Vessels shall have Single Hatch only. In some cases, Dual Hatch Lightering Vessels may be accepted upon proper inspection by and satisfaction of the Employer's authorised representative,
- In general, for each Mother Vessel during lightering operation, the Service Provider shall also provide at least eight (8) numbers of YOKOHAMA Protective Fenders, four (4) on each side, with adequate replacements (if necessary).
- Lightering Vessels shall be free from all defects,
- Lightering vessels shall have all modern navigational, communication gears/equipment, CCTV, RFID/GPS etc. in good operational condition,
- Lightering vessels shall have hydraulic/mechanical hatch covers to protect cargo,
- Lighter Vessels shall be sea-worthy and capable of making voyage through the sea (bay-crossing) round the year,
- The max. loaded draft of the Lighter Vessels shall not exceed 5.5 meters in fresh water,
- Age of the Lightering Vessels shall not be more than 15 years,
- The Lightering Vessels shall have all the papers, permissions, classifications, insurance, P&I coverage, IMO number etc. updated at the time of voyage. The service provider shall submit copies of all the required documents to the employer for review & record and shall take specific NOC before engaging in voyage,
- The Employer may conduct several inspections of the Lighter Vessels during the contract period and may revoke the NOC and exclude any Lighter Vessel(s) from the fleet due to non-compliance of any of the above.

18. Unloading Responsibility

The service provider shall unload coal from Mother Vessel to the lightering vessels at its own arrangement, cost, risk and responsibility. The service provider shall ensure minimum unloading rate each Mother Vessel 8000 MT Per Weather Working Day Fridays Holidays Saturdays Sundays Included (PWWF FHSSINC). The service provider shall ensure adequate number of Lighter Vessels to achieve the unloading rate even when multiple shipments arrive together at the lightering site.



The Employer shall unload the coal from the lighter vessels at its own cost, risk and responsibility at BCPCL Jetty, where the unloading rate will be 8000 MT PWWF FHSSINC.

19. Delivery Point

The Service Provider shall deliver all the lightered coal at BCPCL Jetty, Payra only.

20. Reasonable and Prudent Operator

The Service Provider shall ensure that the Services are carried out by the Service Provider acting as a Reasonable and Prudent Operator and are undertaken by adequately trained, qualified, experienced, competent and properly managed professionals as may be necessary and reasonably appropriate for the performance of its obligations in accordance with the contract.

21. Documentation

The Service Provider shall provide the following documents to the Employer:

- At the time of nomination of lightering vessels for acceptance by and confirmation of the Employer –
 - a. Registration,
 - b. Survey & Fitness,
 - c. Class,
 - d. Insurance,
 - e. Any other related documents of the lightering vessels
- At the time of submission of invoice against any particular performance –
 - a. Copy of Daily Discharging Report of the Mother Vessel duly signed and stamped by the master or chief officer of the Mother Vessel, distinctly showing the lightered quantity,
 - b. Boat notes duly signed and received by the authorised representative of the Employer,
 - c. TIN Certificate,
 - d. BIN Certificate,
 - e. Mushok 6.3 Form

22. Clearance and Permissions

The Employer shall be responsible for arranging all clearance of the cargo and discharging permissions. The Service Provider shall be responsible for all relevant permissions of the lighter vessels.

23. Priority

At all the times, the Mother Vessels shall be given priority for berthing, discharging, sailing etc. over the lightering vessels. The Employer shall not pay any dues, charges, demurrage for the lightering vessels in such events.

24. Notice of Readiness (NOR) and Laytime of the Mother Vessel

Master of the vessel shall issue Notice of Readiness (NOR) any time day and night Saturday, Sunday, holidays including, by telefax/email, after arrival at the designated transshipment anchorage in Kutubdia/Chittagong Outer Anchorage /Payra Outer Anchorage, whether in free pratique or not, whether cleared at Customs or not, whether in berth or not, whether in port to BCPCL with copy to Lightering Service Provider. Laytime shall commence after 12 hours Turn Time after issuing of NOR.



Calculation of Unloading Point Laytime

- (a) The counting of Unloading Point Laytime shall commence upon the earlier of:
- (i) 12 hours after Notice of Readiness tendered by Master of the Vessel at the Unloading Point; or
 - (ii) the commencement of discharge of Coal from the relevant Mother Vessel.
- (b) Time for the following events shall not count as Unloading Point Laytime:
- (i) any time loss due to electrical or mechanical failure of, breakdown or inefficiency of equipment or any neglect or fault of the Mother Vessel (including failure to have all necessary gas-free/other certificates on board and in proper order), the Master of the Vessel and/or crew or their agents, affecting the unloading operation.
 - (ii) as a result of strike, lockout, stoppage or restraint of labour by the Master of the Vessel or an officer or the crew of the Mother Vessel.
 - (iii) due to time used for carrying out intermediate draft surveys if they are requested by the Master of the Vessel, or for opening/closing of hatches prior to and after discharging the cargo carried on board;
 - (iv) any delay in berthing and/or mooring or unberthing and/or unmooring due to such Vessel's crew's deficiency or failure to cooperate.
- (c) Counting of time used shall end when the lightering operation will be completed, and all the service provider staffs and their equipment (if any) are disembarked from the Mother Vessel.

25. Demurrage of Mother Vessel

Demurrage rate for each vessel will be declared by the Mother Vessel at the time of nomination of ship. The rate will be on a par with the market levels and will be a justifiable based on the Average Trip Charter Rate per day for Supramax vessels, following Baltic Exchange Supramax Index weighted time charter average (all 10-time charter routes) and Platts Bunker wire Singapore.

The demurrage rate will be declared by the employer to the service provider when vessel will be fixed to perform the shipment.

For reference purpose, per day or pro rata demurrage rate as on October 17, 2024 is USD 16,500.00

Vessel demurrage, at the rate declared as above, attributable to delays in unloading shall be as per the laytime calculations prepared as per the Statement of Facts (SOF) of Mother Vessel and should be agreed/accepted by all parties before payment.

If unloading of vessels at the anchorage or unloading of Lighter Vessels at the Jetty of the Payra 1320MW Thermal Power Plant is interrupted due to bad weather (including cyclone, strong wind, raining, high wave etc.) and due to any breakdown of discharging vessels' crane(s), any time lost shall not counted as laytime.

In case, unloading of vessels at the anchorage is interrupted due to operational reasons related to Lighter Vessels, machinery breakdown of the Lightering Service Provider, any time lost will count as laytime.



26. Demurrage of Lightering Service Provider

Method of calculation of Demurrage of the Mother Vessel will be as per the above Clause 25 of Section 7: Performance Specifications. BCPCL shall notify demurrage rates of the Mother Vessel to Lightering Service Provider when declaring/nominating each vessel details.

Lightering Service Provider shall be solely responsible for Mother Vessels' demurrages attributable due to any operational reason related to lightering service provider and to pay amount of **one hundred percent (100%) of the demurrage rate** of the particular vessel, to the BCPCL. If any overlapping of vessels occurs due to the fault of Lightering Service Provider, demurrage so incurred shall be on the account of lightering Service Provider and shall be payable by Lightering Service Provider to BCPCL on above given rate.

No demurrage/detention charges for Lighter Vessels shall be payable to Lightering Service Provider under any circumstances by BCPCL.

27. Other terms and Conditions

27.1 Boat Note

Lightering Service Provider shall issue a Boat Note for each and every Lighter Vessel indicating the approximate weight of the coal loaded into each Lighter Vessel signed by the Stevedoring Supervisor of Lightering Service Provider. The daily total quantity lightered by all Lighter Vessels shall tally with the daily total quantity discharged from the Mother Vessel as per the draft survey report prepared by the Chief Officer. The final total of quantities of coal loaded in each Lighter Vessel shall tally with the B/L quantity.

27.2 Discharge Rate

Discharge rate at the anchorage on 'free-out' basis from Mother Vessel to be achieved by Lightering Service Provider shall be **8,000 MT** using ship's Cranes PWD of 24 consecutive hours Saturdays, Sundays and holidays included (SSHINC) **each Mother Vessel** except on major holidays in Bangladesh. Notably, when numerous shipments arriving at lightering site, the Service Provider shall ensure the discharging rate as described above strictly. However, similar events may not occur frequently.

Discharge rate at the Jetty of the Power Plant on 'free-out' basis to be achieved by the receiver BCPCL shall be 8,000 MT PWD of 24 consecutive hours SSHINC except on major holidays in Bangladesh mentioned above.

27.3 Mooring/Unmooring Gang

Adequate number of the mooring/unmooring gangs at the Jetty of BCPCL will have to be deployed by the Lighter Service Provider.

The number of mooring/unmooring gang at the anchorage engaged by lightering service provider shall be at least 03 (three). Gang size should be adequate for sound unloading from Mother Vessel to Lighter Vessel.

27.4 Cleaning of Hatches

In case of 100% of lightering of the Mother Vessel, Lightering Service Provider shall sweep and clean all the Mother Vessel hatches after the completion of discharging of Mother Vessel to the satisfaction of Masters of vessels using their payloaders/operators provided.



Lightering Service Provider shall be responsible for cleaning and sweeping of the lighter vessels at BCPCL Jetty. For cleaning and sweeping of the lighter vessels the Service Provider shall ensure adequate personnel available at BCPCL Jetty.

27.5 Payloaders and Excavators

At least 2 (two) numbers of Payloaders required for the discharging operation at anchorage & jetty shall be engaged by Lightering Service Provider at any time in order to achieve the agreed discharge rate. In the event 02 Payloaders are not available for the lightering operations at the port of Chittagong Outer/Payra Outer/Payra Inner, a **penalty of BDT 50,000.00** per day pro rata per Pay-loader, which is out of operation, shall be deducted from the payment of lightering charges due to Lightering Service Provider by BCPCL, after a grace period of 06 hours required for any repair of Pay-loader(s).

At least one (1) number of Excavator of suitable size, to be used for the breaking the sticky cargo during discharging operation at jetty shall be engaged by Lightering Service Provider at any time in order to achieve the agreed discharge rate. In the event minimum number of excavators are not available for the lightering operations at the port of Chittagong Outer/ Payra Outer/Payra Inner, a **penalty of BDT 50,000.00** per day pro rata per Pay-loader, which is out of operation, shall be deducted from the payment of lightering charges due to Lightering Service Provider by BCPCL, after a grace period of 06 hours required for any repair of Excavator.

27.6 Lightering Service Provider shall provide all crew engaged on Lighter Vessels and Bangladesh Govt. officers, agents, surveyors etc. going on board for arrival/departure formalities with necessary safety equipment/appliances.

27.7 The Lightering Service Provider shall be responsible for obtaining Lighter Vessels registration and relevant approvals from the competent authorities to operate the Lighter Vessels in the port of Chittagong/Payra.

27.8 Agency Matters

BCPCL will not attend to agency related matters of Lightering Service Provider unless BCPCL is appointed under a separate agency agreement and BCPCL shall not pay any other payments such as any repairs/maintenance expenses, fuel, lubricants, fresh water, mooring ropes, fenders of Lighter Vessels, any surveyor requirements of Lighter Vessels etc. to Lightering Service Provider, other than the agreed all-inclusive lightering rate.

27.9 Supply of Fuel to Lighter Vessels

Lightering Service Provider shall make their own arrangements to supply fuel to the Lighter Vessels by road bowzers or by bunker barges without disrupting the operations at the Jetty at their time risk and expense, subject to prior written approval of the jetty owners/operators.

27.10 Arrival & Departure Formalities

Lightering Service Provider has to facilitate passage to/from Mother Vessels for the authorities (Customs/Immigration/Bangladesh Navy / Draft Surveyor and Mother Vessel agents etc.) for carrying out arrival/departure formalities and as and when necessary, free of charge all the time, on arrival/departure and as and when required, with necessary P&I cover for such passengers.



27.11 Replacements of Lighter Vessels

Lightering Service Provider shall immediately replace Lighter Vessels, if any of the Lighter Vessels become technically not fit to undertake the lightering operation during the period of operation, with suitable substitute Lighter Vessels having valid Class/trading certificates, and P&I insurance as mentioned in this agreement which is equivalent or better and subject to approval from BCPCL.

27.12 Technical Suitability of the Lighter Vessels

Lightering Service Provider shall guarantee that the Lighter Vessels to be deployed shall be suitable for the location/weather/operation/Jetty in all respect such as (DWT / LoA / Beam / Breadth / Depth / Draft/ Air Draft / speed etc.) before mobilization. BCPCL shall not take any responsibility on the suitability of Lighter Vessels for the intended operation. However, BCPCL may inspect the technical condition of Lighter Vessels by an inspection / survey by BCPCL surveyors before mobilization at BCPCL's discretion. Any inspection of Lighter Vessels by BCPCL appointed surveyors shall not absolve Lightering Service Provider of their responsibility to ensure the suitability of Lighter Vessels in all respect for the intended operation at the port of Kutuibdia/Chittagong Outer/Payra Outer/Payra Inner.

27.13 Mother Vessel Schedules

About 06 - 08 vessels are scheduled to arrive at the Chittagong Outer/Payra Outer/Payra Inner anchorage each month with a capacity of about 55,000 MT +/- 10%. It is the responsibility of the Lightering Service Provider to carry out the lightering operation during the allowed laytime period in order to avoid demurrage.

27.14 Chittagong Port Authority (CPA)/ Payra Port Authority (PPA) Charges

CPA/PPA charges, if any, on Lighter Vessels at the port of Chittagong Outer/Payra Outer/Payra Inner shall be borne by Lightering Service Provider.

27.15 Lighter Vessels' Crew

All officers/ratings who are serving on board Lighter Vessels should have necessary valid competency certificates and Lightering Service Provider shall engage the minimum manning requirement as per the rules/regulations of competent authorities of CPA/PPA.

27.16 The unloading cranes of the Mother Vessels

The unloading cranes of the Mother Vessels shall be operated by qualified personnel employed by Lightering Service Provider and when discharging, Lightering Service Provider shall ensure that unloading grabs shall be lowered very close to the bottom of the Lighter Vessel to avoid spillage or windblown coal dust.

27.17 Laws/Rules/Regulations

Lightering Service Provider shall comply with all the rules/laws/regulations of the Government of Bangladesh and the instructions, which may be given by BCPCL/CPA/PPA/any other regulatory agency from time to time during the operation.

Lightering Service Provider shall abide by all safety and any other instructions that will be issued by BCPCL (who is the owner and operator of the Jetty), from time to time.

27.18 Statement of Facts (SOF)

Lightering Service Provider shall maintain Daily Operational Log sheets for the Jetty and the anchorage separately. An authorized signatory from Lightering Service Provider and Mother Vessel shall sign



Daily Operational Logs, on behalf of the Lightering Service Provider and Mother Vessel. Statements of Facts to be prepared by the Mother Vessel agent, which shall be final and binding on all parties.

28. Stevedore Damages

BCPCL shall not be responsible for stevedore damages which the Mother Vessels may sustain at the port of Chittagong Outer/Payra Outer/Payra Inner. Lightering Service Provider shall indemnify and hold BCPCL harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person or damage to property of whatsoever nature of any person arising out of or incident to the performance of the work to unload cargo into the Lighter Vessels. Any time lost due to stevedore damage shall be on Lightering Service Provider's account.

If Lightering Service Provider refuses to accept the responsibility of the stevedore damage when the vessel Master issue any "Damage Report" or "Letter of Protest" against stevedores, Lightering Service Provider may arrange an independent surveyor to settle the dispute before vessel departure from a set of selected surveyors panel agreed by both BCPCL and Lightering Service Provider. Any time lost due to waiting for surveyors or the survey of the damage/s shall be on account of Lightering Service Provider, if the surveyor is appointed by Lightering Service Provider.

29. Adjustment of Damages due to Stevedore

Lightering Service Provider shall comply and act within the latest guidelines/regulatory framework enforced by the environmental or any other national or international authority or BCPCL to prevent/minimize environmental pollution and health hazards. The implementation costs, if any, in this connection shall be on Lightering Service Provider's account. Lightering Service Provider shall be vigilant of such rules and regulations and shall promptly comply with such rules/regulations.

30. Assignments and Modifications

Neither party shall assign the whole or any part of the contract or any benefit or interest in or under the contract.

Any alternation or amendment or modification shall be on mutual consent of both parties and it shall be reduced to writing.

31. Delays and Failure to perform

If the Service Provider fails to perform the operation owing to any reason other than acceptable Force Majeure situation he shall be liable for all consequent losses that may be suffered by BCPCL owing to such nonperformance inclusive of vessel demurrages etc. the Service Provider shall pay to the Employer, an amount equal to such losses suffered by the Employer.

In the event that the delays occurred in more than two (2) occasions (shipments) exceeding seven (07) days, the Employer reserves the right to terminate the Agreement considering it as Lightering Service Provider's Default.

32. Events of Default

32.1 Service Provider Events of Default

Each of the following events, acts, occurrences or conditions shall constitute a Service Provider Event of Default.

- (a) A breach of any materials term(s) of the Agreement;
- (b) Any unexcused failure by the service provider to perform lightering operations for a consecutive period of Seven (07) days commencing from the Notice of Readiness (NOR) given by the Master



of the vessel

- (c) The Service Provider ceases to possess all necessary licenses, class certificate and Flag Registration etc. for Lighter Vessels
- (d) The ownership or control of the Service Provider or of an intermediate or the ultimate holding company of the Service Provider passes to a third party which is unacceptable to the Employer, if in the opinion of the Employer, that the change will impact on the service provider's ability to perform the Agreement. For the purposes, none of the following shall of itself constitute a change in ownership or control, which is unacceptable to the Employer:
 - I. the sale of a minority shareholding such that the acquirer obtains a total holding of not more than 20 per cent of the issued equity share capital of the relevant company;
 - II. the sale of shares in the relevant company to the public by way of a public offering; or,
 - III. the transfer of shares in the Service Provider between persons who are shareholders of the Service Provider at the date of the Agreement or a transfer of shares in the Service Provider to any affiliate of any such person, provided always that such transferee shall not cease to be an affiliate of any such person unless by not later than the time the transferee ceases to be such an affiliate it shall have retransferred the shares in the Service Provider to a person which is an affiliate of such person;

32.2 Employer Events of Default

Each of the following events, acts, occurrences or conditions shall constitute an Employer Event of Default:

- (a) A breach of any material term(s) of the Agreement;
- (b) The Employer fails to pay when due any amounts required to be paid to the Service Provider under the Agreement and such failure continues for Sixty (60) days following the Service Provider's demand for such payment;
- (c) Plant is generally suspended or abandoned for a period of 365 consecutive days, in each case other than to the extent that such failure to commence, suspension or abandonment is attributable to an Event of Force Majeure.

32.3 Consequences of Default

The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the contract in whole or part (at the option of the Employer) if:

The Service Provider fails to perform lightering operation within the time period(s) specified in the Contract or any extension thereof granted by the Employer; or (b) the Service Provider fails to perform any other obligation(s) under the Contract.

In the event the Employer terminates the contract in whole or in part, pursuant to above, the Employer may obtain lightering services, upon such terms and in such manner as it deems appropriate, and the service provider shall be liable to the Employer for any excess costs for such similar service. However, the service provider shall continue performance of the Contract to the extent not terminated.

The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Employer has under the Contract or in law including but not limited to claiming liquidated damages on account of delay performance of lightering operation. Further, any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.



33. Environmental Considerations

If any change in law shall occur in the applicable environmental laws or guidelines relating to the design, construction, operation or maintenance of the Plant, the Service provider shall be entitled to review the method of operation set out herein. If, having regard to the changed environmental laws or guidelines.

34. Mutual Collaboration

Service Provider and Employer shall recognize that circumstances may arise which have not been foreseen at the signing of the Agreement and agree that they shall use their best efforts to solve any problems due to such unforeseeable circumstances in a spirit of mutual understanding and collaboration.

35. Detail information of vessel/ lighter

The service provider shall declare detail information of vessel/ lighter including name, type, class, LOA, breadth, draft, speed, built (with year and month), GRT/NRT, Cargo capacity, issue and expiry date of ISSC etc.

36. General Requirements of Payra 1320MW Power Plant

36.1 Medical Services

The Lightering Service Provider shall provide first aid facilities maintaining first aid Plants at site including the following emergency materials but not limited to stretchers, woolen blankets and appliances for artificial breathing, wound dressing material and disinfection material and all other necessary medical cares for all persons employed by him and by any Sub-contractor employed by him.

36.2 Salaries and wages

It is the responsibility of the Lightering Service Provider to pay salaries and wages including other statutory requirements to any local personnel employed by him throughout the working period.

36.3 Transportation of Personnel

It is the responsibility of the Lightering Service Provider to provide suitable transport facilities to personnel employed by him throughout the working period, such that the works shall not suffer due to lack of transport facilities.

36.4 Safety

The Lightering Service Provider shall take necessary precautions to protect the all the properties of BCPCL from any damage due to any activities during execution of the contract. In the case of such damage, the Lightering Service Provider shall make arrangement to rectify/replace it by his own cost immediately. BCPCL will not take any responsibility regarding safety of the people deployed by the Lightering Service Provider. Therefore, Lightering Service Provider shall ensure the safety of his employees. The safety shall confirm to applicable standards for this service. The Lightering Service Provider himself shall supply the required safety equipment as well as protective clothing for his employees and work site. The maximum possible safety must be rendered to personnel directly engaged on this Contract or those who frequently are in the working area or those who in the normal course of their occupation find it necessary to utilize temporary works erected by the Lightering Service Provider. The Lightering Service Provider shall be responsible for safety along the roads within the power plant premises related to site. The Lightering Service Provider shall maintain the vehicular and pedestrian traffic safe at all times by adhering to the road and speed sign limits within the premises.



36.5 Fire Protection

The Lightering Service Provider shall take every precaution to prevent fire occurring on or about the Site and shall use suitable and adequate firefighting equipment at places where the services are executed. The Lightering Service Provider shall comply with the laws in force and instructions of the Employer with respect to the prevention of fires. The Lightering Service Provider shall inform to the employer with respect to any maintenance on the firefighting equipment. The Lightering Service Provider shall fight diligently any fire which may occur on the Site wherever the fire may originate, with regard to which he shall employ all requisite equipment and manpower up to the limit of his equipment and manpower employed at the Site, including the equipment and manpower of his Sub-contractors. The Lightering Service Provider shall ensure that his personnel at site refrain from smoking at all times.

36.6 Accident Reports

The Lightering Service Provider shall, immediately after occurrence of any accident at or about the Site or in connection with the execution of the service, report such accident to the Employer. The Lightering Service Provider shall also report such accident to the competent authority when it is required by the law. The Lightering Service Provider shall be required to furnish monthly reports of all accidents to staff, workmen, equipment or Plant involving loss of time, giving such information as may be prescribed by the Employer.

36.7 Sanitary arrangement and Prevention of Environmental pollution

The Lightering Service Provider shall provide and maintain sanitary convenience for the use of persons employed to the extent and in the manner and at such places as approved by the Employer and by any local or other authority concerned, and all persons connected with the Facilities shall be obliged to use this convenience. The Lightering Service Provider shall take all reasonable means and steps to prevent pollution of water, air and environment in or around the site, in accordance with the rules of the power plant along with local or governmental authorities.

36.8 Security

The service provider shall obtain prior permission for his personal, goods, equipment and vehicles to enter the Power Plant using the standard forms available at the Occupational Health & Safety (OHS) unit of the BCPCL. The entry request shall be filled by the Service Provider and submitted to the Officer in charge of the Service with sufficient time prior to start the Services. In addition to that, all the Service Provider's personal shall submit following documents at their first entry to the Power Plant.

- i) Copy of National Identification (NID).
- ii) Police Clearance Report (This is applicable only for the Works & Service contracts of period lasting over three months. In case of the police clearance certificate is not available at the first date of reporting to the plant, the certificate shall be submitted to the Manager (Security), BCPCL within four weeks starting from the date of their first reporting to the site. However, they shall submit a proof document (e.g. the receipt issued by the police Plant for application of police clearance certificate) with the entry passes request application which they already applied the police clearance certificate.

