



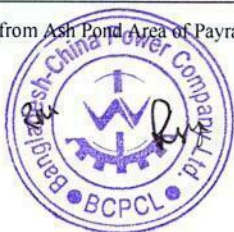
Bangladesh-China Power Company Limited
(A Joint Venture of NWPGL and CMC)
8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka-1215, Bangladesh

TENDER DOCUMENT

FOR

Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP

Date : June 23, 2026
Memo No. : BCPCL/Proc/Disposal of Stored Gypsum (Ash Pond)/2025-26/0623.03
Deadline for Tender Submission : July 22, 2026 Time: 12:00 pm



Section I. Instructions to Tenderers

Table of Contents

A. General	4
1. Scope of Tender	4
2. Deposition of Earnings	4
3. Corrupt Fraudulent, Collusive or Coercive Practices	4
4. Eligible Tenderer	5
5. Site Visit	6
B. Tender Document	7
6. Tender Document Sections	7
7. Tender Document: Clarification	7
8. Tender Document: Pre-Tender Meeting	7
9. Tender Document: Amendment	8
C. Qualification Criteria	8
10. Qualification of Bidders	8
11. Experience Criteria	8
12. Financial Criteria	8
D. Tender Preparation	9
13. Tender: Only One	9
14. Tender Preparation Costs	9
15. Tender: Language	9
16. Tender: Contents of Tender	9
17. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet	10
18. Tender: Alternatives	10
19. Tender: Prices	10
20. Tender Currency	11
21. Tender: Documents Establishing Eligibility	11
22. Tenderers: Documents Establishing Qualifications	11
23. Disqualification	12
24. Tender: Validity	12
25. Tender: Security	12
26. Tender: Format and Signing	13
E. Tender Submission	14
27. Tender: Sealing and Marking	14
28. Tender: Submission Deadline	14
29. Tender: Submitted Late	15
30. Tender: Modification, Substitution or Withdrawal	15
F. Tender Opening and Evaluation	15
31. Technical Tender Opening	15
32. Deleted	16



33.	Tender: Confidentiality	16
34.	Nonmaterial Nonconformities	16
35.	Tender: Contacting BCPCL	16
36.	Tender: Responsiveness	17
37.	Tender: Non-Conformities, Errors and Omissions	17
38.	Tender: Preliminary Examination	17
39.	Tender: Technical Evaluation	17
40.	Tender: Financial Evaluation	18
41.	Tender: Correction of Arithmetical Errors	18
42.	Tender: No Negotiation	18
43.	Tender: Comparison	19
44.	Tenders: BCPCL's Authority to Accept or to Reject Any or All	19
G. Contract Award		19
45.	Award Criteria	19
46.	BCPCL's Right to Vary Quantities	19
47.	Notification of Award	19
48.	Performance Security	20
49.	Contract: Signing and Terms	20
50.	Advising Unsuccessful Tenderers	21
51.	Tenderer: Right to Complain	21



Section I. Instructions to Tenderers

A. General

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| 1. Scope of Tender | <p>1.1. Bangladesh-China Power Company Limited (BCPCL), as indicated in the Tender Data Sheet (TDS), issues this Tender Document for Selling of Gypsum and Related Services incidental thereto, as specified in the TDS and as detailed in Section VI: Schedule of Requirements. The name of the Tender is stated in Section II (Tender Data Sheet (TDS)).</p> <p>1.2. The Selling of Gypsum Contract from the ash pond area shall be for a period of one (1) year. The Contract shall cover lifting and disposal/sale of gypsum from the ash pond.</p> <p>1.3. The successful Tenderer will be required to complete receiving of Gypsum and related services (bagging/packing system and others as applicable) as specified in Section IV (Particular Conditions of Contract (PCC)).</p> <p>1.4. Throughout this Tender Document:</p> <p style="margin-left: 20px;">(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p style="margin-left: 20px;">(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p style="margin-left: 20px;">(c) “day” means calendar day.</p> |
| 2. Deposition of Earnings | <p>2.1. The cost of Gypsum shall be in Bangladesh Taka. Necessary VAT / Taxes / Advance Income Tax on the price of Gypsum shall be borne by the Gypsum Receiver and paid to BCPCL. BCPCL will deposit the same to the Government account accordingly.</p> |
| 3. Corrupt Fraudulent, Collusive or Coercive Practices | <p>3.1. BCPCL requires that tenderers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of contracts.</p> <p>3.2. In pursuance of this policy, the BCPCL shall:</p> <p style="margin-left: 20px;">a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a tender for award; and</p> <p style="margin-left: 20px;">b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under BCPCL;</p> <p style="margin-left: 20px;">if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract under BCPCL.</p> |



- 3.3. Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of BCPCL, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and BCPCL related to matters of alleged fraud or corruption shall be in writing.
- 3.4. The BCPCL defines, for the purposes of this provision, the terms set forth below as follows:
- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 3.5. The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 40.1(b).
- 3.6. The Government requires that BCPCL's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings

4. Eligible Tenderer

- 4.1. This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2. A Tenderer may be a private entity, government owned entity or any combination of them under agreement in the form of an intended or existing joint venture, consortium or association (JVCA). All members of the JVCA shall be jointly and severally liable to BCPCL. The JVCA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVCA during bidding process and in the event the JVCA is awarded the Contract, during contract execution.
- 4.3. Local and International Companies / Consortium (individual company / joint venture organization who is willing to take Gypsum and experienced in the same field) shall be entitled to



participate in the tender. Interested foreign companies should form a JVCA with local company or companies to submit their offer.

- 4.4. A Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law.
- 4.5. The Tenderer shall provide in Section V: Tender and Contract Forms, a statement that the Tenderer (including all members of a JVCA) is not associated, nor has been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the specifications and other documents for this Invitation for Tenders.
- 4.6. The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause 3.2.
- 4.7. The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tenderer shall supply the information requested in para 3.3 of the Tenderer Information Sheet (Form G-4).
- 4.8. The Tenderer shall have the legal capacity to enter into the contract.
- 4.9. The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.10. The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Site Visit

- 5.1. The Tenderer at its own risk and responsibility is required to visit the site and get information on the space requirements for installing bagging system or other similar packing system for packing of Gypsum and check for optimal transportation route and obtain all relevant information for preparing the Tender before submission. If Tenderer needs sample for analysis, they can collect the gypsum during their site visit.
- 5.2. The Tenderer shall submit a written request letter to BCPCL before their intended visit to site giving adequate time before the site visit so that BCPCL can make appropriate arrangements for such visit.
- 5.3. The costs of visiting the Site shall be at the Tenderer's own expense.



B. Tender Document

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| <p>6. Tender Document Sections</p> | <p>6.1. The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.</p> <ul style="list-style-type: none"> • Section I. Instructions to Tenderers (ITT) • Section II. Tender Data Sheet (TDS) • Section III. General Conditions of Contract (GCC) • Section IV. Particular Conditions of Contract (PCC) • Section V. Tender and Contract Forms • Section VI. Schedule of Requirements • Section VII. Technical Specifications • Section VIII. Power Plant Layout • Section IX. Site Conditions • Section X. Policy for Selling of Gypsum <p>6.2. BCPCL shall reject any Tender submission if the Tender Document was not purchased directly from BCPCL.</p> <p>6.3. 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.</p> |
| <p>7. Tender Document: Clarification</p> | <p>7.1. A prospective Tenderer requiring any clarification of the Tender Document shall contact BCPCL in writing at BCPCL's address indicated in the TDS. BCPCL shall respond in writing to any request for clarification received no later than seven (7) days prior to the deadline for submission of Tenders.</p> <p>7.2. BCPCL 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.</p> <p>7.3. Should BCPCL deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 9 and ITT Sub- Clause 29.3.</p> |
| <p>8. Tender Document: Pre-Tender Meeting</p> | <p>8.1. To clarify issues and to answer questions on any matter arising in the Tender Document, BCPCL may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.</p> <p>8.2. The Tenderer is requested to submit any questions in writing so as to reach BCPCL not later than five (5) days prior to the date of the meeting.</p> <p>8.3. Minutes of the Pre-Tender meeting, including the text of the questions raised and the responses given, together with any</p> |



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 6.1 that may become necessary as a result of the Pre-Tender meeting shall be made by BCPCL exclusively through the issue of an Amendment pursuant to ITT Clause 9 and not through the minutes of the Pre-Tender meeting.

8.4. Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Tender Document: Amendment

9.1. At any time prior to the deadline for submission of Tenders, BCPCL 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.

9.2. 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.

9.3. To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, BCPCL may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 29.3. In the event that an amendment shall be 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 BCPCL, if so requested by a substantial number of Tenderers.

C. Qualification Criteria

10. Qualification of Bidders

10.1. The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel to perform the contract.

11. Experience Criteria

11.1. The Tenderer either by himself (in case of Individual Tenderer) or by one of the Members (in case of Joint Venture) shall have the following minimum level of experience to qualify for participating in this Tender:

- a) a minimum number of years of overall experience in the field of Gypsum Handling and related services as specified in the TDS and;
- b) minimum capacity for end utilization and logistics capacity shall be as specified in the TDS.

12. Financial Criteria

12.1. The Tenderer either by himself (in case of Individual Tenderer) or by one of the Members (in case of Joint Venture) shall meet the



following minimum level of financial criteria to qualify for participating in this Tender:

- a) The minimum value of Gypsum purchased in the last five years under contract(s) shall be as stated in the TDS; and
- b) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS

D. Tender Preparation

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| 13. Tender: Only One | 13.1. A Tenderer shall submit only one (1) Tender for each lot, either individually or as a Member in a JVCA. A Tenderer who shall submit or participate in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected. |
| 14. Tender Preparation Costs | 14.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and BCPCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process |
| 15. Tender: Language | <p>15.1. The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.</p> <p>15.2. The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |
| 16. Tender: Contents of Tender | <p>16.1. The Tender prepared by the Tenderer shall comprise the following:</p> <ol style="list-style-type: none"> a) the Tender Submission Sheet (Form G-1); b) the Price Schedule (Form G-2) completed in accordance with ITT Clauses 17, 19 and 20 c) Original Tender Security (Form G-5) completed in accordance with ITT Clause 26; d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 17; e) alternative Tenders, if permitted, in accordance with ITT Clause 18; f) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 27; |



- g) documentary evidence in accordance with ITT Clause 21 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4);
- h) documentary evidence in accordance with ITT Clauses 11 and 12;
- i) documentary evidence in accordance with ITT Clause 23 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
- j) any other document as specified in the TDS

17. Tender:

**Submission Sheet,
Price Schedules
and Specifications
Submission Sheet**

- 17.1. The Tenderer shall submit the completed Tender Submission Sheet (Form G-1 as furnished in Section V: Tender and Contract Forms. This document shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may be rejected as being non-responsive.
- 17.2. The Tenderer shall submit completed Price Schedule for Disposal/Selling of Stored GYPSUM from the Ash Pond Area of Payra 1320MW TPP (Form G-2) as furnished in Section V: Tender and Contract Forms.
- 17.3. The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section V: Tender and Contract Forms.
- 17.4. All the documents mentioned in ITT Sub-Clauses 17.1 to 17.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

18. Tender:**Alternatives**

- 18.1. Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

19. Tender: Prices

- 19.1. The prices quoted by the Tenderer in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 19.2. All items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). Tender shall be evaluated in accordance with ITT Sub-Clause 19.3.
- 19.3. Highest Grand Total (after corrections, if any) of Column 8 in Form G-2.
- 19.4. The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices and VAT/Taxes separately for Gypsum under the contract.
- 19.5. Deleted



- 19.6. Deleted.
- 19.7. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS.
- 20. Tender Currency** 20.1. All prices shall be quoted in Bangladesh Taka (BDT).
- 21. Tender: Documents Establishing Eligibility** 21.1. The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and in particular, shall:
- a) complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section V: Tender and Contract Forms; and
 - b) if in accordance with ITT Sub-Clause 4.2, the Tenderer is an existing or intended JVCA, it must submit the Tenderer Information Sheet (Form G-4) and a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JVCA, as appropriate.
- 22. Tenderers: Documents Establishing Qualifications** 22.1. Tenderers shall submit documentary evidence to meet the qualification criteria specified in ITT 11 and 12.
- 22.2. Tenderers shall submit the Tenderer Information Sheet (Form G-4) furnished in Section V: Tender and Contract Forms
- 22.3. Tenderers shall include the following additional information and documents with their Tenders:
- a) information on past three (3) years litigation in which the Tenderer has been involved or in which the Tenderer is currently involved;
 - b) total monetary value of Gypsum handled/procured/used for each of the last five (05) years;
 - c) financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - d) annual Company Turnover over the last three (3) years; and
 - e) authority to seek references from the Tenderer's Bankers.
- 22.4. Tenders submitted by a JVCA shall comply with the following requirements, and any other requirements as specified in the TDS:
- a) the Tenderer shall include all the information listed in ITT Sub-Clause 22.3 for each JVCA Member;



- b) the Tender shall be signed so as to be legally binding on all Members;
- c) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- d) one of the Members shall be nominated as being in charge, authorised to incur liabilities and receive instructions for and on behalf of any and all Members of the JVCA; and
- e) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge.

23. Disqualification

- 23.1. BCPCL shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, BCPCL may declare such a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 23.2. BCPCL may disqualify a Tenderer who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

24. Tender: Validity

- 24.1. Tender shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by BCPCL, pursuant to ITT Clause 28. A Tender validity for a shorter period shall be rejected by BCPCL as non-responsive.
- 24.2. In exceptional circumstances, prior to the expiration of the Tender validity period, BCPCL may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 25, shall also be suitably extended promptly. If a Tenderer does not respond or refuses the request from BCPCL shall not forfeit Tenderer's 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.

25. Tender: Security

- 25.1. The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-5) and in the amount specified in the TDS.
- 25.2. The Tender Security shall:
 - a) in the form of an irrevocable bank guarantee (Form G-5) 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 BCPCL in the case of the conditions listed in ITT Sub-Clause 25.5 being invoked; and
 - c) remain valid for a period of 28 (twenty eight) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 24.2.
- 25.3.** A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 25.2, shall be rejected by BCPCL as non-responsive. BCPCL shall verify the authenticity of the tender security submitted by the tenderer.
- 25.4.** Unsuccessful Tenderers' Tender Security will be discharged or returned within 1 (one) month of the end of the Tender validity period specified in ITT Sub-Clause 24.1 and 24.2. The Tender Security of the successful Tenderer will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 48 and signing the Contract Agreement.
- 25.5.** The Tender Security may be forfeited:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 24.2; or
 - b) if the successful Tenderer fails to:
 - i) accept the correction of its Tender Price pursuant to ITT Sub-Clause 41.3; or
 - ii) furnish a Performance Security in accordance with ITT Clause 48; or
 - iii) sign the Contract in accordance with ITT Clause 48.
- 25.6.** The Tender Security of a JVCA shall be in the name of the JVCA. If the JVCA has not been legally constituted at the time of tendering, the Tender Security shall be in the name of all intended JVCA Members as named in the letter of intent mentioned in ITT Sub-Clause 21.1(b).

26. Tender: Format and Signing

- 26.1.** The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 16.1 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 26.2.** 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 on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tenderer



Information Sheet (Form G-4). The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialed by the person signing the Tender.

- 26.3.** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person(s) signing the Tender.

E. Tender Submission

27. Tender: Sealing and Marking

- 27.1.** The Tenderer shall prepare one (1) original of the Tender marked "ORIGINAL (O)" and the required number of copies marked "COPY." The original Tender and all copies, shall be placed in separate sealed envelopes duly marked "ORIGINAL (O)," and "COPY," These sealed envelopes shall then be enclosed in one (1) single outer envelope and sealed. The outer envelope shall be addressed and marked in accordance with ITT Clause 27.2.

- 27.2.** The inner envelopes and outer envelope shall:

- a) bear the name and address of the Tenderer;
- b) be addressed to BCPCL 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) bear a statement "DO NOT OPEN BEFORE..." the time and date for Tender opening as specified in the TDS.

- 27.3.** If all envelopes are not sealed and marked as required by ITT Sub-Clause 27.2, BCPCL will assume no responsibility for the misplacement or premature opening of the Tender.

- 27.4.** Tenders shall be delivered by hand or by mail, including courier services at the address(s) as stated under ITT Clause 28.1.

28. Tender: Submission Deadline

- 28.1.** Tenders must be received by BCPCL at the address specified in ITT Sub-Clause 27.2 no later than the date and time as specified in the TDS.

- 28.2.** Tenders may be hand delivered, posted by registered mail or sent by courier. BCPCL shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.

- 28.3.** BCPCL may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 9, in which case all rights and obligations of BCPCL and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.



- 29. Tender: Submitted Late**
- 29.1. Any Tender that will be received by BCPCL after the deadline for submission of Tenders in accordance with ITT Clause 28 shall be declared late, will be rejected, and returned unopened to the Tenderer.
- 30. Tender: Modification, Substitution or Withdrawal**
- 30.1. A Tenderer may modify, substitute or withdraw its Tender after it will be 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 26.2, (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:
- a) submitted in accordance with ITT Clauses 26 and 27 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
 - b) received by BCPCL prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 28
- 30.2. Tenders requested to be withdrawn in accordance with ITT Sub-Clause 30.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 30.3. No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 28.

F. Tender Opening and Evaluation

- 31. Tender Opening**
- 31.1. BCPCL shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 30, 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 30 shall not be opened. Tenderers or their authorized representatives shall be allowed to attend and witness the opening of Tenders and shall sign a register evidencing their attendance.
- 31.2. The name of the Tenderer, Tender modifications, substitutions or withdrawals, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as BCPCL, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialed by a minimum of three (3) members of BCPCL’s Tender Opening Committee.



- 31.3.** Minutes of the Tender opening shall be made by BCPCL and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 31.4.** Tenders that will not be opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.
- 31.5.** 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 29.
- 32. Financial Tender Opening**
- 32.1.** Deleted.
- 33. Tender: Confidentiality**
- 33.1.** 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 after the award of the Contract is announced.
- 34. Nonmaterial Nonconformities**
- 34.1.** BCPCL 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 BCPCL in the evaluation of the Tenders, in accordance with ITT Clause 41.
- 35. Tender: Contacting BCPCL**
- 35.1.** Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to BCPCL or try in any way to influence BCPCL's examination and evaluation of the Tenders.
- 35.2.** Any effort by a Tenderer to influence BCPCL 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.
- 35.3.** Notwithstanding ITT Sub Clause 35.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact BCPCL on any matter related to the tendering process, it should do so in writing.



**36. Tender:
Responsiveness**

- 36.1. BCPCL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 36.2. A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) affects in any substantial way the scope, quality, or performance of Disposal/Selling of Stored Gypsum In Ash Pond Area and Related Services specified in the Contract; or
 - b) limits in any substantial way or is inconsistent with the Tender Document, BCPCL'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.
- 36.3. If a Tender is not substantially responsive to the Tender Document it shall be rejected by BCPCL and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 36.4. There shall be no requirement as to the minimum number of responsive Tenders.

37. Tender: Non-Conformities, Errors and Omissions

- 37.1. BCPCL may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 37.2. Provided that a Tender is substantially responsive, BCPCL may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

**38. Tender:
Preliminary
Examination**

- 38.1. BCPCL shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 16 has been provided, and to determine the completeness of each document submitted.

**39. Tender: Technical
Evaluation**

- 39.1. BCPCL shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.



- 39.2.** BCPCL shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 11 and 12.
- 39.3.** If, after the examination of the terms and conditions and the technical aspects of the Tender, BCPCL determines that the Tender is not substantially responsive in accordance with ITT Clause 36, it shall reject the Tender.
- 40. Tender: Financial Evaluation**
- 40.1.** Only Tenders that, have been found substantially responsive in accordance with ITT 39, shall have their Financial Proposals evaluated.
- 40.2.** To evaluate a Financial Tender, BCPCL shall consider the following:
- the Tender price as quoted in accordance with ITT Clauses 17 and 19, excluding local taxes (VAT / IT and other taxes) which will be payable on receiving of Gypsum if contract is awarded);
 - price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 41.1;
- 41. Tender: Correction of Arithmetical Errors**
- 41.1.** Provided that the Tender is substantially responsive, BCPCL shall correct arithmetical errors on the following basis:
- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of BCPCL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - 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
 - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 41.2.** Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 41.1, is found it shall be immediately notified to the concerned Tenderer.
- 41.3.** Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 41.1, its Tender shall be disqualified and its Tender Security may be forfeited.
- 42. Tender: No Negotiation**
- 42.1.** No negotiation shall be held with the highest or any other Tenderer.



- 42.2. A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.
- 43. Tender: Comparison** 43.1. BCPCL shall compare all substantially responsive Tenders to determine the Highest Evaluated Tender, in accordance with ITT Clause 40.
- 44. Tenders: BCPCL's Authority to Accept or to Reject Any or All** 44.1. BCPCL reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for BCPCL's actions.

G. Contract Award

- 45. Award Criteria** 45.1. BCPCL shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that shall be determined to be the highest evaluated Tender.
- 46. BCPCL's Right to Vary Quantities** 46.1. The estimated quantity of Gypsum to be sold from the ash pond area is as specified in Section VI (Schedule of Requirements). The disposal shall be carried out as a lifting operation over a continuous period of several days until completion of the available stock. The actual quantity may vary up to $\pm 10\%$ of the estimated quantity depending on field conditions and availability of stored gypsum. The Gypsum Receiver shall be responsible for arranging suitable and environmentally compliant transport, manpower, and equipment for lifting, loading, and transportation of Gypsum from the ash pond area to their facility. The Receiver shall lift the Gypsum in full up to the available quantity as directed by the Employer, and no claim shall be entertained due to variation in quantity within the stated tolerance.
- 46.2. Deleted
- 46.3. BCPCL reserves the right to increase or decrease the quantity of Gypsum specified in ITT clause 46.1 & 46.2, provided without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
- 47. Notification of Award** 47.1. Prior to the expiration of the period of Tender validity, BCPCL shall notify the successful Tenderer, in writing, that its Tender has been accepted.
- 47.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 47.3. The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within



which the Performance Security shall be submitted and the time within which the Contract shall be signed.

48. Performance Security

- 48.1.** Within fourteen (14) days of the receipt of Notification of Award from BCPCL, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-8) furnished in Section V: Tender and Contract Forms.
- 48.2.** The Performance Security shall be valid at least twelve (12) months and shall be extended as per requirement of BCPCL. BCPCL shall verify the authenticity of the performance security submitted by the successful tenderer.
- 48.3.** The proceeds of the Performance Security shall be payable to BCPCL unconditionally upon first written demand as compensation for any loss resulting from the Gypsum Receiver's failure to complete its obligations under the Contract.
- 48.4.** The Performance Security shall be required to be valid for until a date twenty eight (28) days beyond the date of completion of the Tenderer's performance obligations of twelve (12) months under the contract, including any warranty obligations and any related extension.

49. Contract: Signing and Terms

- 49.1.** At the same time as BCPCL issues the Notification of Award (NOA), the Tenderer shall provide the acceptance of said NOA and subsequently BCPCL shall send the Contract Agreement and all documents forming the Contract, to the successful Tenderer.
- 49.2.** Within twenty-one (21) days of issuance of NoA, the successful Tenderer and the Procuring Entity shall sign the contract.
- 49.3.** Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 48 or sign the Contract pursuant to ITT Sub-Clause 49.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, BCPCL may award the Contract to the next highest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who was assessed by BCPCL to be qualified to perform the Contract satisfactorily.
- 49.4.** Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, BCPCL shall discharge and return the successful Tenderer's Tender Security
- 49.5.** The term of the Contract shall be for one (1) year from the date of commencement. However, if any quantity of Gypsum remains unlifted upon expiry of the Contract period, BCPCL may, at its sole discretion, extend the Contract for such period and under such



terms and conditions as may be deemed necessary to facilitate the lifting of the remaining Gypsum.

- 49.6. The review of the contract after completion of the quantity to be received mentioned in Schedule VI shall be considered on demand initiated by either party.

**50. Advising
Unsuccessful
Tenderers**

- 50.1. Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 48 and signing the Contract pursuant to ITT Sub-Clause 49.2, BCPCL shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 50.2. BCPCL shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 50.1, requests in writing to BCPCL to communicate the grounds on which its Tender was not selected.

**51. Tenderer: Right to
Complain**

- 51.1. Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on BCPCL by this Tender.
- 51.2. The following shall not be the basis for a complaint
- (a) the choice of procurement method or sub method
 - (b) decision to reject all Tenders without assigning any reason whatsoever
 - (c) decision for procurement award has been made by BCPCL.
- 51.3. The Complaint shall firstly be processed through an administrative review. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS.
- 51.4. The decision of BCPCL management shall be final and the Procurement Entity shall act upon accordingly.



Section II. Tender Data Sheet

A. General

- ITT 1.1** The name of the Tender is: Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP
- ITT 4.1** Tenderers from the following countries are not eligible: Israel

B. Tender Document

- ITT 7.1** For **clarification of Tender purposes** only, BCPCL's address is:
Attention: Superintending Engineer (Procurement)
Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh
Telephone: +88-01313-450451
E-mail: procurement@bcpcl.org.bd
Communications may be sent by: Courier / E-Mail only
- ITT 8.1** A Pre-Tender meeting may be held at: N/A

C. Qualification Criteria

- ITT 11.1 (a)** The tenderer shall have a minimum five (05) years of overall experience in the field of bulk-material handling/transportation/disposal/supply and related services as on Tender Closing Date. Documentary evidence shall be submitted in support of Tenderer's experience.
- ITT 11.1 (b)** The tenderer shall have a minimum capacity for end utilization shall be: 100 tons per day. Documentary evidence from potential end users confirming willingness to buy shall be submitted.
- The Tenderer shall have access to sufficient 08 (eight) dump trucks, 01 (one) excavator, 01 (one) loaders, necessary manpower, and related logistics required for lifting and transportation of gypsum supported by documentary evidence of lease agreements, ownership papers or commitment letters.
- ITT 12.1 (a)** The tenderer shall have a minimum value of BDT 30,000,000 (thirty million) only of Gypsum purchased or supplied in the last five (05) years supported by documentary evidence(s) such as work order / purchase order / contract agreement /work completion certificate, etc.
- ITT 12.1 (b)** The minimum amount of liquid asset or working capital or credit facility shall be at least BDT 20,000,000 (twenty million) only supported by documentary evidence(s) such as audited financial statement / credit facilities.

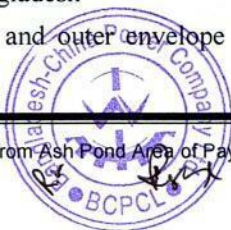


D. Preparation of Tender

- ITT 15.1** The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
- ITT 16.1 (i)** The Tenderer shall submit with its Tender the following additional documents:
- Organization chart and ownership details of the Tenderer.
 - Details of trucks including but not limited to numbers and capacity.
 - Details of bagging system or other similar arrangement for packing of Gypsum
 - Details of temporary storage (if proposed) including but not limited to numbers, size and capacity. No storage will be provided by BCPCL.
 - Detailed description of loading system for loading of Gypsum from their temporary storage on to the covered barges or through roadways.
 - Detailed writeup supported with drawings of their proposed bagging / packing scheme for transporting Gypsum as described in Section X (Policy for Selling of Gypsum).
 - List of envisaged off-takers including the purpose of the Gypsum & companies/organizations to whom gypsum has been supplied (if they have supplied previously).
 - Complete outline and flow diagram process to handle gypsum for end users.
 - Profile of 1 (one) mechanical and 1 (one) chemical engineer who will be engaged to handle gypsum processing units
- ITT 24.1** The Tender validity period shall be ninety (90) days. The validity period may be extended as per request of BCPCL.
- ITT 25.1** The amount of Tender Security shall be BDT 2,000,000 (two million) only.
- ITT 26.1** In addition to the original of the Tender, the number of copies of the Tender is: one (1) and one (1) soft copy in pendrive – both searchable and signed versions.

E. Submission of Tender

- ITT 27.2 (b)** The date and time for submission of Tender are:
- Date: July 22, 2026
- Time: 12.00pm BST
- For **Tender submission purposes** only, the BCPCL's address is:
- Attention: Superintending Engineer (Procurement)
- Street Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh
- ITT 27.2 (d)** The inner and outer envelope shall bear the following additional identification marks:



“Do not open before 12:30 (BST) on July 22, 2026”

F. Opening and Evaluation of Tenders

- ITT 31.1** The Tender Opening shall take place at:
Street Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh. On
Date: July 22, 2026
Time: 12.30pm BST
- ITT 36.3** Rejection clauses of the tender document but not limited to.
ITT 3.2, ITT 6.2, ITT 6.3, ITT 16.1 (a), ITT 16.1 (b), ITT 16.1 (c), ITT 16.1 (f), ITT 16.1 (g), ITT 16.1 (h), ITT 17.1, ITT 17.4, ITT 24.1, ITT 24.2, ITT 25.3, ITT 29.1, ITT 35.2, ITT 39.3

G. Award of Contract

- ITT 46.1** The Amount of Gypsum to be taken by the Gypsum Receiver shall be as specified in Section VI (Schedule of Requirements)
- ITT 48.1** The amount of Performance Security shall be ten percent (10%) of the Total of Column 7 for Item 1 in Form G-2 (Price Schedule for Gypsum) in the form of irrevocable and unconditional bank guarantee issued by any schedule bank in Bangladesh
- ITT 51.2** The name and address of the office where complaints are to be submitted is:
- Attention: Superintending Engineer (Procurement)
Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh
Telephone: +88-01313450451
E-mail: procurement@bcpcl.org.bd with copy to info@bcpcl.org.bd



Section III. General Conditions of Contract

Table of Contents

1.	Definitions.....	25
2.	Contract Documents.....	26
3.	Corrupt Fraudulent, Collusive or Coercive Practices	26
4.	Interpretation.....	27
5.	Documents Forming the Contract and Priority of Documents	28
6.	Eligibility	28
7.	Governing Language.....	28
8.	Governing Law	28
9.	Gratuities / Agency fees.....	29
10.	Joint Venture, Consortium or Association (JVCA)	29
11.	Confidential Information	29
12.	Communication and Notices.....	30
13.	Patent and Intellectual Property Rights.....	30
14.	Copyright	31
15.	Assignment	31
16.	Sub-Contracting.....	31
17.	BCPCL's Responsibilities	31
18.	Gypsum Receiver's Responsibilities	31
19.	Scope of Receiving	31
20.	Change Orders and Contract Amendments.....	32
21.	Documents	32
22.	Receiving and Acceptance	32
23.	Contract Price.....	32
24.	Loading, Transportation and Utility	33
25.	Terms of Payment and Invoicing.....	34
26.	Liability and Insurance	34
27.	Taxes and Duties.....	35
28.	Performance Security	35
29.	Specification and Standards.....	35
30.	Extensions of Gypsum Receiving Time	36
31.	Liquidated Damages	36
32.	Advance Payment Requirement & Mechanism for Non-Payment.....	36
33.	Legal Succession.....	36
34.	Penalty due to Failure of Making Payment.....	36
35.	Miscellaneous Provisions.....	36
36.	Change in Laws and Regulations.....	37
37.	Force Majeure	37
38.	Termination.....	37
39.	Settlement of Disputes	38



Section III. General Conditions of Contract

1. Definitions

1.1. The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- a) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- b) **Effectiveness of Contract** means the contract shall come into force on the date the Contract Agreement is signed by both Parties or such other date as specified in the PCC
- c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- d) **Contract Price** means the price payable to BCPCL as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
- e) **Day** means calendar day;
- f) **Receiving** means the transfer of ownership of the Gypsum from BCPCL to the Gypsum Receiver in accordance with the terms and conditions set forth in the Contract;
- g) **GCC** mean the General Conditions of Contract;
- h) **Gypsum** means the Gypsum produced as a byproduct from FGD from Payra 1320MW Thermal Power Plant by burning the Coal received from Indonesia and (or) blend of Indonesian and Australian coal as specified in the PCC;
- i) **Government** means the Government of the People's Republic of Bangladesh;
- j) **BCPCL** means the Bangladesh-China Power Company Limited, the entity supplying the Gypsum to be disposed as specified in the PCC;
- k) **Related Services** means the services incidental to the receiving of Gypsum such as insurance, installation, operation and maintenance of temporary storage and pneumatic loading system and other facilities required for disposal;
- l) **PCC** means the Particular Conditions of Contract;
- m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract



with the Gypsum Receiver to carry out a part of the receiving of Gypsum in the Contract, or a part of the Related Services of the Contract;

- n) **Gypsum Receiver** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by BCPCL and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of BCPCL;
- o) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission
- p) **Supplier** means BCPCL.

2. Contract Documents

- 2.1. Subject to the order of precedence set forth in the GCC Sub- Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory

3. Corrupt, Fraudulent, Collusive or Coercive Practices

- 3.1. The Government requires that BCPCL, as well as Gypsum Receiver, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.

- 3.2. In pursuance of this policy, the Employer shall:

- a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
- b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under BCPCL;

if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract under BCPCL.

- 3.3. Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of BCPCL, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and BCPCL related to matters of alleged fraud or corruption shall be in writing.

- 3.4. The Government defines, for the purposes of this provision, the terms set forth below as follows:



- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

3.5. The Gypsum Receiver shall permit BCPCL to inspect the Gypsum Receiver's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

4.1. 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 thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2. Entire Agreement:

The Contract constitutes the entire agreement between BCPCL and the Gypsum Receiver and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

4.3. Amendment:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4. Non-Wavier:

- a) Subject to GCC Sub-Clause 4.4(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 authorised representative of the party granting such waiver,



and must specify the right and the extent to which it is being waived.

4.5. 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.

**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
- b) the letter of Notification of Award
- c) the completed Tender Submission Sheet as submitted by the Tenderer;
- d) the completed Price Schedules as submitted by the Tenderer;
- e) the Particular Conditions of Contract;
- f) the General Conditions of Contract;
- g) the Policy for Disposal of Gypsum;
- h) the Schedule of Requirements;
- i) the Technical Specifications;
- j) the Plant Layout Drawings, and;
- k) any other document listed in the PCC as forming part of the Contract

6. Eligibility

6.1. The Gypsum Receiver and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC

**7. Governing
Language**

7.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Gypsum Receiver and BCPCL shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.

7.2. The Gypsum Receiver shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law

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



- 9. Gratuities / Agency fees** 9.1. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
- 10. Joint Venture, Consortium or Association (JVCA)** 10.1. If the Gypsum Receiver is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to BCPCL for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of BCPCL.
- 11. Confidential Information** 11.1. BCPCL and the Gypsum Receiver shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Gypsum Receiver may furnish to its Subcontractor such documents, data, and other information it receives from BCPCL to the extent required for the Subcontractor to perform its work under the Contract, in which event the Gypsum Receiver shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Gypsum Receiver under GCC Clause 11.
- 11.2. BCPCL shall not use such documents, data, and other information received from the Gypsum Receiver for any purposes unrelated to the contract. Similarly, the Gypsum Receiver shall not use such documents, data, and other information received from BCPCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3. The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
- a) BCPCL or Gypsum Receiver needs to share with institutions participating in the financing of the Contract;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
- 11.4. The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the



parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

- 11.5. The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract

12. Communication and Notices

- 12.1. 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 addresses specified in the PCC.

- 12.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 12.3. A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights

- 13.1. The Gypsum Receiver shall, subject to BCPCL's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless BCPCL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which BCPCL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract.

- 13.2. If any proceedings are brought or any claim is made against BCPCL arising out of the matters referred to in GCC Sub-Clause 13.1, BCPCL shall promptly give the Gypsum Receiver a notice thereof, and the Gypsum Receiver may at its own expense and in BCPCL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 13.3. If the Gypsum Receiver fails to notify BCPCL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then BCPCL shall be free to conduct the same on its own behalf.

- 13.4. BCPCL shall, at the Gypsum Receiver's request, afford all available assistance to the Gypsum Receiver in conducting such proceedings or claim, and shall be reimbursed by the Gypsum Receiver for all reasonable expenses incurred in so doing.

- 13.5. BCPCL shall indemnify and hold harmless the Gypsum Receiver and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Gypsum Receiver may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,



trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of BCPCL.

14. Copyright

14.1. The copyright in all drawings, documents, and other materials containing data and information furnished to BCPCL by the Gypsum Receiver herein shall remain vested in the Gypsum Receiver, or, if they are furnished to BCPCL directly or through the Gypsum Receiver by any third party, the copyright in such materials shall remain vested in such third party.

15. Assignment

15.1. The Gypsum Receiver shall obtain approval of BCPCL in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Gypsum Receiver from any of its obligations, duties, responsibilities, or liability under the Contract.

15.2. Subcontractors shall comply with the provisions of GCC Clause 3.

16. Sub-Contracting

16.1. The Gypsum Receiver shall obtain approval of BCPCL in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Gypsum Receiver from any of its obligations, duties, responsibilities, or liability under the Contract.

17. BCPCL's Responsibilities

17.1. BCPCL shall provide Gypsum and necessary support in all respects with the provisions of the Contract Agreement.

18. Gypsum Receiver's Responsibilities

18.1. The Gypsum Receiver shall make all arrangement necessary for transporting Gypsum from the delivery point up to their processing plant.

18.2. The Gypsum Receiver shall pay BCPCL, in consideration of the provision of receiving Gypsum, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Receiving

19.1. The Gypsum to be received shall be as specified in Section VI: Schedule of Requirements and Section VII Technical Specifications.

19.2. Unless otherwise stipulated in the Contract, the Receiving of Gypsum shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for receiving of Gypsum and completion of the Related Services as if such items were expressly mentioned in the Contract.



**20. Change Orders and
Contract
Amendments**

20.1. BCPCL may at any time order the Gypsum Receiver through a notice in accordance with GCC Clause 12, to make changes within the general scope of the Contract in any one or more of the following:

- a) the method of disposing the Gypsum from the power plant;
- b) the delivery point of Gypsum; and
- c) the Related Services to be provided by the Gypsum Receiver.

20.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Gypsum Receiver's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Gypsum Receiver for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Gypsum Receiver's receipt of BCPCL's Change Order.

20.3. Prices to be charged by the Gypsum Receiver for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Gypsum Receiver for similar services.

21. Documents

21.1. The Gypsum Receiver shall provide proper documents as per contract, any additional requirements and any subsequent instructions ordered by BCPCL.

**22. Receiving and
Acceptance**

22.1. Subject to GCC Sub-Clause 20.1, the Receiving of Gypsum and completion of the Related Services shall be in accordance with the Receiving and Completion Schedule specified in the Section VI: Schedule of Requirements.

22.2. BCPCL shall issue a voucher for the quantities received by the Gypsum Receiver and the Gypsum Receiver shall accept the voucher. According to the voucher, BCPCL shall issue an invoice for the confirmed quantities for payment.

23. Contract Price

23.1. The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

23.2. The price for disposal/sale of Gypsum under this Contract shall be applicable to the lifting of approximately 162,000 MT of Gypsum with a tolerance of 10% from the ash pond area within a period of one (1) year.



**24. Loading,
Transportation and
Utility**

- 24.1.** The Gypsum shall be bagged /packed and transported using covered trucks from Ash Pond Area to Gypsum Receiver's temporary storage (if arranged by Receiver). Gypsum Receiver is to install necessary temporary storage (if needed) and necessary loading arrangements for loading on to covered barges for transportation.
- 24.2.** The quantity of delivered Gypsum will be measured by properly calibrated scale (weight gauge) with provision of printed memo at the Power Plant and will be recorded in presence of representative(s) of BCPCL and Gypsum Receiver. No charge shall be imposed upon the Gypsum Receiver by BCPCL for weighing the Gypsum.
- 24.3.** The transfer of ownership of the Gypsum shall occur with the beginning of loading the Gypsum from ash pond area to trucks.
- 24.4.** The loading/delivery of Gypsum shall be everyday from 9.00AM to 5.00PM.
- 24.5.** The Gypsum Receiver shall fulfil all requirements of all relevant authorities regarding road and river transport including traffic management, safety and environmental conditions.
- 24.6.** The Gypsum Receiver shall take all necessary measures for maintaining the internal road in power plant premises in good condition and also always keep the outside road which shall be used for Gypsum carrier transport in usable condition at their own cost. The Gypsum Receiver shall not be allowed to make transport stand, workshop, build residential / office facility inside the Power Plant premises.
- 24.7.** It is the Gypsum Receiver's responsibility to fulfil all requirements of utility organisation(s) to get connection(s) of telephone, internet / wifi etc. and shall ensure subsequent bills payment(s) in due time during tenure of the contract. The Gypsum Receiver shall furnish up-to-date payment(s) records of such payments after each consecutive six (6) months as evidence to BCPCL. At the end of the contract the Gypsum Receiver shall furnish written clearance certificate from each utility organisation(s) which shall ensure that no dues shall remain against those connection(s) till the last date of contractual agreement & such utility facilities permanent disconnection.
- 24.8.** Power required for operation of the bagging / packing system, temporary storage and loading system to covered barges shall be arranged by the Gypsum Receiver.



**25. Terms of Payment
and Invoicing**

- 25.1.** The Contract Price shall be paid in the manner as specified in the PCC.
- 25.2.** Monthly Invoice(s) for quantity of Gypsum shall be prepared on the basis of vouchers of quantities delivered and accepted during previous month by the 7th day of the following month. The Gypsum Receiver shall receive vouchers of the quantities delivered and accepted during the previous month when measured during delivery.
- 25.3.** Payments shall be made promptly by the Gypsum Receiver, no later than the dates indicated in the PCC.
- 25.4.** In the event that the Gypsum Receiver fails to pay BCPCL any payment by its respective due date or within the period set forth in the PCC, the Gypsum Receiver shall pay to BCPCL interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

**26. Liability and
Insurance**

- 26.1.** The Gypsum Receiver shall indemnify and hold harmless the Power Plant and its respective directors, officers, employees and agents ("Indemnified Persons") from and against any liability, loss, damage claim, cost, charge, or expense of any kind or nature (including reasonable attorney fees and other costs of litigation) incurred by any indemnified person(s) in connection with injury to or death of any person or damage to default on the part of the Gypsum Receiver or its directors, officers, employees, or agents in relation the performance of its obligations under this contract.
- 26.2.** The Gypsum Receiver shall, at its own expense provide liability insurance for the risks associated with the Gypsum including the extended product risk. In addition, the Gypsum Receiver will include in its liability insurance, as vicarious agents, any sub-contractors as well as forwarding agents, and carriers. The Gypsum Receiver will, on its own account, provide transport insurance for the Gypsum to be transported to any destination. The Gypsum Receiver is responsible to make the liability insurance for the material and immaterial damages that will be done by third parties or occurred by any other reason during the transportation of the Gypsum from the Power Plant to any destination. BCPCL shall not have any responsibility for any responsibilities mentioned in this article.
- 26.3.** The Gypsum Receiver shall oblige to deliver BCPCL a proof of provision of the insurance covering the sums mentioned above latest twenty-one (21) days after signing the contract.



27. Taxes and Duties

- 27.1.** The Gypsum Receiver shall be entirely responsible for all VAT, taxes, AIT, duties, and other such levies imposed or incurred.
- 27.2.** The amount of VAT / AIT / Taxes as accruable on the prices of Gypsum according to the prevailing rate fixed by the GOB shall have to be deposited to BCPCL together with the billed amount on Gypsum for the corresponding month. The BCPCL shall deposit the VAT / AIT / taxes to the concerned authority of GOB in accordance with the same received from the Gypsum Purchaser.

28. Performance Security

- 28.1.** BCPCL shall notify the Gypsum Receiver of any claim made against the Bank issuing the Performance Security.
- 28.2.** BCPCL may claim against the security if any of the following events occurs for thirty (30) days or more:
- a) the Gypsum Receiver is in breach of the Contract and BCPCL has notified him that he is; and
 - b) the Gypsum Receiver has not paid an amount due to BCPCL.
- 28.3.** In the event the Gypsum Receiver is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, BCPCL may forfeit the full amount of the Performance Security.
- 28.4.** If there is no reason to call the Performance Security, it shall be discharged by BCPCL and returned to the Gypsum Receiver not later than twenty-eight (28) days following the date of completion of the Gypsum Receiver's performance obligations under the Contract.

29. Specification and Standards

- 29.1.** The Gypsum Receiver shall submit details of Gypsum Receiving System.
- 29.2.** The Gypsum Receiver shall ensure that the Disposal of Gypsum should be eco-friendly in accordance with Section-12 of "The Bangladesh Environmental Conservation Act, 1995" and other provisions of the Contract.
- 29.3.** The Gypsum Receiver shall be entirely responsible for the design, drawing, specification of the Gypsum Receiving System. They will also be responsible for any modification as per requirement of BCPCL. If they want to modify their design, they should take prior approval from BCPCL in writing.
- 29.4.** All relevant national / international standards will be followed.



- 30. Extensions of Gypsum Receiving Time**
- 30.1.** If at any time during performance of the Contract, the Gypsum Receiver or its subcontractors should encounter conditions impeding timely receiving of the Goods or completion of Related Services pursuant to GCC Clause 22, the Gypsum Receiver shall promptly notify BCPCL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Gypsum Receiver's notice, BCPCL shall evaluate the situation and may at its discretion extend the Gypsum Receiver's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 30.2.** Except in the case of Force Majeure, as provided under GCC Clause 37, a delay by the Gypsum Receiver in the performance of its Receiving of Gypsum and Completion obligations shall render the Gypsum Receiver liable to the imposition of liquidated damages pursuant to GCC Clause 32, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.
- 31. Liquidated Damages**
- 31.1.** Except as provided under GCC Clause 37, if the Gypsum Receiver fails to carry the Gypsum within the period specified in the Contract, BCPCL may, without prejudice to all its other remedies under the Contract, charge in addition to the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price.
- 32. Advance Payment Requirement & Mechanism for Non-Payment**
- 32.1.** Prior to commencement of lifting operations, the Gypsum Receiver shall make 100% advance payment to BCPCL for 40,000MT of Gypsum at the rate finalized through auction, as specified in the Contract Agreement. Lifting of Gypsum shall be permitted only after receipt of the corresponding advance payment in the form of pay order. If the Gypsum Receiver fails to make payment of any monthly invoice by the due date, BCPCL shall have the right, without prejudice to any other rights under the Contract, to recover and adjust the outstanding amount from the Advance Payment.
- 33. Legal Succession**
- 33.1.** BCPCL is entitled to transfer all obligations under this contract to a company after written notice to Gypsum Receiver.
- 34. Penalty due to Failure of Making Payment**
- 34.1.** For late payment 0.5% (point five percent) interest per month should be paid in case of failure of making payment of delivered quantity of Gypsum by the Gypsum Receiver within the 20th day of the following month.
- 34.2.** Any part month shall be treated as full month for calculation of penalty as per GCC clause 34.1.
- 35. Miscellaneous Provisions**
- 35.1.** Any changes and additions to this contract must be made in written with the consent of both parties. Verbal agreements shall not be valid.
- 35.2.** If individual provisions of the present contract are or become ineffective, this shall not affect the validity and effectiveness of the



remaining contractual provisions. Both parties undertake to replace any legally ineffective provision.

36. Change in Laws and Regulations

36.1. Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, 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 Receiving Date and/or the Contract Price, then such Receiving Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Gypsum Receiver has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure

37.1. The Gypsum Receiver shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

37.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Gypsum Receiver and affecting sub-suppliers, suppliers and processing companies which could not be foreseen with reasonable care, especially war (declared or not declared), terrorism, strike, lock-out, fires, floods, epidemics, quarantine restrictions and other industrial action and unforeseeable disturbances of operation in the supplying power plant, shall relieve the parties from their contractual obligations to the extent and as long as such events prevents the parties from meeting their obligations. In such event, neither party shall be entitled to claim compensation of damage from the other.

37.3. If a Force Majeure situation arises, one party shall promptly notify the other party in writing of such condition and the cause thereof. Unless otherwise directed by BCPCL in writing, the Gypsum Receiver shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination

38.1. Termination for Default of Gypsum Receiver:

- a) BCPCL, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default, may terminate the Contract in whole or in part:



- i) if the Gypsum Receiver fails to receive any or all of the Gypsum within thirty (30) days, or within any extension thereof granted by BCPCL pursuant to GCC Clause 30; or
 - ii) if the payment against the received Gypsum is not made within next payment date. In this case relevant penalty amount will be charged by BCPCL to the Gypsum Receiver.
 - iii) if the Gypsum Receiver fails to perform any other obligation under the Contract.
- b) If the Gypsum Receiver, in the judgment of BCPCL has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2. Termination for Insolvency:

- a) The Purchaser and the Supplier may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. 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.

38.3. Termination for Convenience:

- a) BCPCL, by notice sent to the Gypsum Receiver, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BCPCL's convenience, the extent to which performance of the Gypsum Receiver under the Contract is terminated, and the date upon which such termination becomes effective.

38.4. Termination by Gypsum Receiver:

- a) Gypsum Receiver, by giving twenty-eight (28) days written notice of default, may terminate the Contract in whole or in part, if BCPCL fails to deliver Gypsum continuously for forty-five (45) days (excluding days when the units are shut down for outage).

39. Settlement of Disputes

39.1. Amicable Settlement:

- a) BCPCL and the Gypsum Receiver shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

39.2. Adjudication



- a) 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.
- b) The Adjudicator shall give a decision in writing within twenty eight (28) days of receipt of a notification of a dispute.
- c) 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.

39.3. Arbitration

- a) 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.
- b) the arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.
- c) the arbitrator shall have full power to open up, review and revise any decision given by BCPCL and was not acceptable to the Gypsum Receiver.
- d) the arbitrator selected must be acceptable to both parties. His decision will be considered as final.



Section IV. Particular Conditions of Contract

- GCC 1.1 (b)** The date on which this contract shall come into force is: fourteen (14) days from the date of contract signing by both parties.
- GCC 1.1 (h)** The nature of the goods to be Disposed of:
Gypsum from Ash pond area of Payra 1320MW Thermal Power Plant
- GCC 1.1 (j)** BCPCL is:
Bangladesh-China Power Company Limited, Owner of Payra 1320MW Thermal Power Plant
- GCC 1.1 (n)** The Gypsum Receiver is:
- GCC 5.1 (k)** The following documents shall also be part of the Contract:
Power of Attorney, Performance Security, Acceptance of NOA, Joint Venture Agreement (if any), Meeting Minutes (if any), etc.
- GCC 6.1** Gypsum Receivers and Sub-contractors from the following countries are not eligible: Israel
- GCC 7.1** Routine correspondence between the parties may be in English.
- GCC 12.1** For notices, BCPCL's contact details shall be:
Attention: Superintending Engineer (Procurement)
Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh
Telephone: +88-01313450451
E-mail: procurement@bcpcl.org.bd
For notices, the Gypsum Receiver's contact details shall be:
Attention:
Address:
Telephone:
E-mail:
- GCC 19.1** The Gypsum shall be sold on an 'as-is-where-is' basis from the ash pond area. The Tenderer shall be responsible for inspecting, sampling, and assessing the quality and quantity of the Gypsum prior to submission of the Tender. No claim or objection regarding quality, composition, or condition of the Gypsum shall be entertained after award of the Contract. The successful Tenderer shall be deemed to have accepted the Gypsum in its existing condition and shall not be entitled to reject any portion on the basis of quality variation.
- GCC 23.2** The price for Disposal / Selling of Gypsum from the Ash Pond Area under this contract to be completed within a contract period of one (1) year. However, BCPCL may, at its sole discretion and upon written notification to the Gypsum Receiver, extend the Contract period for such additional period(s) and on such terms and



conditions as deemed necessary, if the quantity of Gypsum remains unlifted or if continuation of the disposal operation is considered necessary in the interest of BCPCL. During any such extension period, all provisions, obligations, rights, and the Contract Rate under this Contract shall remain valid and enforceable unless otherwise notified by BCPCL in writing.

GCC 25.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

The Gypsum Receiver shall pay 100% of the billed amount within 20th day of the following month through Account Payee cheque / Payment Order / Bank Draft / Demand Draft in favour of BCPCL or any other Authority decided by the BCPCL. If the bill is not paid within stipulated time, BCPCL shall have the right, without further notice and without prejudice to any other rights and remedies available under the Contract, to recover and adjust the outstanding amount, including any applicable delay interest, VAT, AIT, taxes, duties, penalties, or other charges payable under the Contract, from the Advance Payment maintained by the Gypsum Receiver in the form of a Pay Order or Bank Draft.

GCC 25.4 The interest rate shall be 0.5% (point five percent) per month.

GCC 31.1 The maximum amount of liquidated damages shall be:
Not Applicable

GCC 32.1 Within fourteen (14) days from the date of signing of the Contract Agreement, and in any case prior to commencement of any lifting operation, the Gypsum Receiver shall submit to BCPCL an advance payment equivalent to the value of Forty Thousand Metric Tons (40,000 MT) of Gypsum at the auction rate finalized under the Contract Agreement. The advance payment shall be made in the form of a Pay Order issued by a scheduled bank acceptable to BCPCL. In case of expiry the gypsum receiver shall renew the pay order till the contract end date or extended contract end date (if any). The Advance Payment shall serve as a security deposit to secure the performance of the Gypsum Receiver's obligations under the Contract and shall not ordinarily be adjusted against monthly invoices unless otherwise provided herein. If the Gypsum Receiver fails to make payment of any monthly invoice by the due date or any due to BCPCL, BCPCL shall have the right, without prejudice to any other rights under the Contract, to recover and adjust the outstanding amount from the Advance Payment. Any amount recovered, adjusted, or realized from the Advance Payment shall be replenished by the Gypsum Receiver within fourteen (14) days from the date of written notification by BCPCL so that the Advance Payment is restored to its original amount equivalent to the value of 40,000 MT of Gypsum at the Contract Rate. Failure to replenish the Advance Payment within the stipulated period shall constitute a material breach of the Contract and BCPCL may suspend further lifting of Gypsum under the Contract. Upon completion or termination of the Contract and after settlement of all outstanding dues, claims, damages, penalties, and liabilities, the balance of the Advance Payment, if any, shall be released or refunded to the Gypsum Receiver without interest.

GCC 39.2 (a) The Adjudicator jointly appointed by the parties is:
IEB, President



In case of disagreement between the parties at the subsequent stage, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh.

GCC 39.2 (c) The Adjudicator will be paid at the rate of Tk 5,000.00 (five thousand) per hour of work. The following reimbursable expenses are admissible: Not applicable

GCC 39.3 (b) Arbitration shall take place in: Bangladesh.



Section V. Tender and Contract Forms

Table of Forms

Form G-1. Tender Submission Form	44
Form G-2. Price Schedule for Gypsum	45
Form G-3. Specification Submission Sheet	46
Form G-4. Tenderer Information Sheet	47
Form G-5. Bank Guarantee for Tender Security	50
Form G-6. Notification of Award	51
Form G-7. Contract Agreement	52
Form G-8. Bank Guarantee for Performance Security	53

Forms G1 to G5 comprise part of the Tender and should be completed as stated in ITT Clause 16.

Forms G6 to G8 comprise part of the Contract as stated in GCC Clause 5.



Section V. Tender and Contract Forms

Form G-1. Tender Submission Form

[This letter shall be completed and signed by the Authorized Representatives in the letterhead of the Tenderer]

Invitation for Tender / Memo No:

Date:

(Name & Address of BCPCL)

We, the undersigned, offer to Receive in conformity with the Tender Documents the following Goods and Related Services, viz:

Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP

The total price of our Tender, is: Tk. (in words:) for the Contract Duration for the expected quantities as specified in Section VI (Schedule of Requirements).

We undertake, if our Tender is accepted, to receive the Gypsum from Payra 1320MW TPP, in accordance with the receiving schedule specified in Section VI (Schedule of Requirements).

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in Section II (Tender Data Sheet) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in Section II (Tender Data Sheet) is attached in the form of a Bank Guarantee in the format as specified in the Section V, Form G-5 valid for a period of twenty eight (28) days beyond the Tender Validity Date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount and validity period stated in Section II (Tender Data Sheet) under the Contract.

We declare that ourselves, and any subcontractors for any part of the Contract, have nationalities from eligible countries and that the Gypsum Disposal and Processing Plant with related services will also be received from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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

We understand that you are not bound to accept the highest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tenderer.

Date:



Form G-2. Price Schedule for Gypsum

Invitation for Tender / Memo No:

Date:

1	2	3	4	5	6	7 = 4 x 6	8	9 = 7 + 8
Item No.	Description of Item	Unit of Supply	Quantity of Units (MT)	Point of Receiving	Unit Price excluding VAT & Tax (Taka)	Total Price excluding VAT & Tax (Taka)	VAT & Taxes (Taka)	Total Price including VAT and Taxes (Taka)
1	Gypsum	Metric Ton	162,000	Ash Pond Area of Power Plant				
Grand Total in Taka including VAT & TAX								

Name of Tenderer

Signature of Tenderer

Date

Note: The Quantity in Column 4 is for price comparison purposes only. The actual quantity may vary with a tolerance of $\pm 10\%$.



Form G-3. Specification Submission Sheet

(The Tenderer shall submit here the detailed design, specification, detailed design and drawings of Gypsum Bagging / Packing System, Trucks for Transportation and Loading System to Covered Barges)

Invitation for Tender / Memo No:

Date:

Item No	Name of Plant/Equipment or Related Service	Capacity	Make and Model (<i>when applicable</i>)	Full Technical Specifications and Standards
	Bagging / Packing System			
	Trucks			
	Loading System			
	Covered Barges			

Name of Tenderer

Signature of Tenderer

Date



Form G-4. Tenderer Information Sheet

Invitation for Tender / Memo No:

Date:

A. Individual Tenderers

1. General Information of the Tenderer	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent / Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone / Fax
	Email
1.7	Local Partner's / Tenderer's Value Added Tax Registration
1.8	Local Partner's / Tenderer's Income Tax Identification Number (TIN)
1.9	Tenderer to attach copies of the following documentation:
	a) Articles of Incorporation or Registration of firm. b) Latest Income Tax Clearance Certificate c) Latest VAT Registration Certificate d) Original letter naming the person authorised to sign on behalf of the Tenderer e) As per tender notice.



2. Qualification Information of the Tenderer

2.1	ITT 11.1 (a) – Number of years of overall experience in the field of bulk-material handling/transportation/disposal/supply and related services. Documentary evidence shall be submitted in support of Tenderer's experience.	
2.3	ITT 11.1 (b) – Capacity for end utilization. Documentary evidence from potential end users confirming willingness to buy shall be submitted. Access to sufficient 08 (eight) dump trucks, 01 (one) excavator, 01 (one) loaders, necessary manpower, and related logistics required for lifting and transportation of gypsum supported by documentary evidence of lease agreements, ownership papers or commitment letters	
2.4	ITT 12.1 (a) – Value of Gypsum/Ash purchased/supplied in Gypsum processing plant in the last five years. Documentary evidence shall be submitted.	
2.4	ITT 12.1 (b) – Available liquid assets or working capital or credit facility. Documentary evidence shall be submitted in support of available liquid assets or working capital or credit facility.	
2.6	ITT 22.3 (b) – Major similar type of contracts over the last five years. Also list details of similar type of tender/contracts under way or committed, including expected receiving / completion date.	
2.7	ITT 22.3 (a) – Information on litigation in which the Tenderer is, or has been, involved:	
	(a) Any case within the past three (3) years	
	Cause of Dispute	Result of Settlement and amount
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case



B. Individual Members of a Joint Venture

3.1	Each Member of a JVCA shall provide all the information requested in the form above, Sections 1-3.
3.2	Attach a power of attorney for each of the authorising signatories of the Tender on behalf of the JVCA.
3.3	Attach the JVCA Agreement among all Members of JVCA (and which is legally binding on all Members), which shows that: a) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; b) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the joint venture; and the execution of the entire Contract, including payment, shall done exclusively with the Member in charge

Name of Tenderer

Signature of Tenderer

Date



Form G-5. Bank Guarantee for Tender Security

[format for the Tender Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 25]

Invitation for Tender / Memo No:

Date:

To:

(Name & Address of BCPCL)

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 Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions Tenders must be supported by a Tender guarantee.

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 in 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 during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- c) having been notified of the acceptance of the Tender by BCPCL during the period of Tender validity:
 - i) fails or refuses to furnish the Performance Security in accordance with the ITT, or
 - ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- b) if the Tenderer is not the successful Tenderer, twenty-eight days after the expiration of the Tenderer's Tender validity period, being [date of expiration of the Tender].

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

Signature



Form G-6. Notification of Award

Invitation for Tender / Memo No:

Date:

To:

(Gypsum Receiver)

This is to notify you that your Tender dated [insert date] for Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP for the Contract Price of Taka [amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by [name of Procuring Entity].

You are requested to proceed with the receiving of the Gypsum and note that this Notification of Award shall constitute the formation of a Contract, which shall only become binding upon you furnishing a Performance Security within fourteen (14) days, in accordance with ITT Clause 48, and the signing of the Contract Agreement within twenty-one (21) days, in accordance with ITT Clause 49.

We attach the Contract Agreement and Contract Documents for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of
[name of BCPCL]

Date:



Form G-7. Contract Agreement

Contract No:

Date:

THIS AGREEMENT made the [day] day of [month] [year] between Bangladesh-China Power Company Limited (BCPCL) (hereinafter called "the Seller") of the one part and [name and address of Gypsum Receiver] (hereinafter called "the Purchaser") of the other part:

WHEREAS BCPCL invited Tender for Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP and has accepted a Tender by the Gypsum Receiver for the receiving of Gypsum 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 Form of Contract Agreement;
 - b) the letter of Notification of Award
 - c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - d) the completed Price Schedules as submitted by the Tenderer;
 - e) the Particular Conditions of Contract;
 - f) the General Conditions of Contract;
 - g) the Policy for Disposal of Gypsum;
 - h) the Schedule of Requirements;
 - i) the Technical Specifications;
 - j) the Plant Layout Drawings, and;
 - k) any other document listed in the PCC as forming part of the Contract.
- 3) In consideration of the payments to be made by the Gypsum Receiver to BCPCL as hereinafter mentioned, BCPCL hereby covenants with the Gypsum Receiver to Dispose of the Gypsum therein in conformity in all respects with the provisions of the Contract.
- 4) The Gypsum Receiver hereby covenants to pay BCPCL in consideration of the provision of the Gypsum 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 BCPCL:
Print Name

For the Gypsum Receiver: Signature

Title

In the presence of
Name

Address



Form G-8. Bank Guarantee for Performance Security

[format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 48]

Contract No:

Date:

To:

[Name and address of BCPCL]

PERFORMANCE GUARANTEE No:

We have been informed that [name of Gypsum Receiver] (hereinafter called “the Purchaser”) has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract”) for Disposal / Selling of Stored Gypsum from Ash Pond Area of Payra 1320MW TPP under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, 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 Gypsum Receiver 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.

Signature



Section VI. Schedule of Requirements

A. List of Goods and Receiving Schedule

Item No.	Description of Item	Unit of Supply	Quantity of Units to be Received	Point of Receiving	Period
1	Gypsum	Metric Ton	Approximately 1,62,000 MT with a tolerance of $\pm 10\%$	Ash pond area of the power plant.	From contract effective date till End of Contract Period i.e 12 months

B. List of Related Services and Completion Schedule

Item No.	Description of Related Services	Unit of Supply	Quantity of Units Required	Point at which Services are Required	Required Completion Date for Services
1	Bagging / Packing System	No.	As required for uninterrupted transportation	Ash pond area of the power plant.	From contract effective date
2	Trucks	No.	As required for uninterrupted transportation	Ash pond area of the power plant.	From contract effective date
3	Loading System	No.	As required for uninterrupted transportation	Near Service Jetty Area	From contract effective date
4	Covered Barges	No.	As required	Near Service Jetty Area	From contract effective date



Section VII. Technical Specifications

The Gypsum is offered for sale on an “as-is-where-is” basis. The Tenderer shall inspect and satisfy itself regarding the quality and condition prior to bidding. The Tenderer shall collect sample from the power plant and analyze at their own cost. No quality-based rejection, claim, or price adjustment shall be allowed after award.

Section VIII. Power Plant Layout

Refer Annexure 1 for Power Plant Layout showing Ash Pond Area (Item P11), Service Jetty and other related facilities.



Section IX. Site Conditions

1) General

By this Invitation for Tender (IFT), the Bangladesh-China Power Company Limited (BCPCL) invites qualified companies or consortium (both International and National) for Disposal/Selling of Gypsum produced from Ash Pond Area of Payra 1320MW Thermal Power Plant

2) Description of Project

To meet the electricity demand, BCPCL is currently implementing 2 x 660MW Ultra Super Critical Pulverized Coal Fired Power Plant (called Payra 1320MW Thermal Power Plant). Currently, Phase I is in commercial operation.

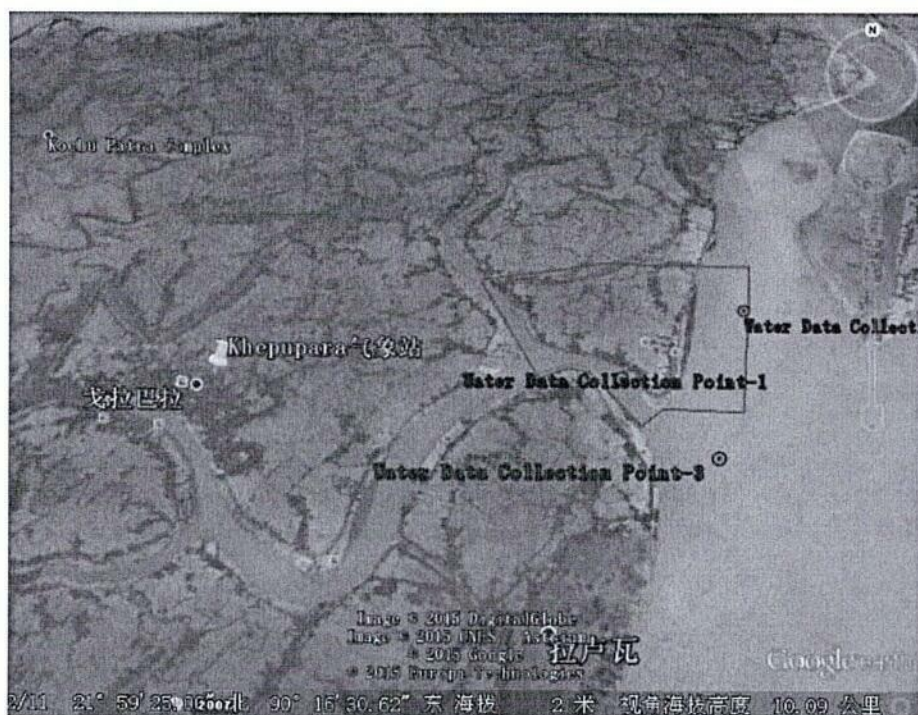
During operation, gypsum produced from the FGD system is dewatered and stored in the Gypsum Storage Shed. Any excess gypsum that cannot be accommodated in the storage shed is disposed of in the ash pond area. The Gypsum Receiver shall be responsible for collecting and lifting gypsum from the ash pond area as available. The Receiver shall make all necessary arrangements, including manpower, equipment, loading, and transportation, for removal of the gypsum.

The Tenderer is requested to submit a proposal for transportation of Gypsum from Ash Pond area of the Power Plant to a location outside the Power Plant boundary. The Tenderer shall have its own facilities for processing, handling, storage, of Gypsum to achieve 100% ecofriendly utilization.

3) Site Conditions - Environmental Conditions

a. Location of Site

The Site is adjacent to the Kazol River or upstream of Rabnabad Channel at Dhankhali Union, Kalapara Upazila, Patuakhali District of Bangladesh. The Site is located in the east of Kalapara and the west of Rabnabad Channel. The longitude and latitude of the Site is 21°59'40.1"N, 90°18'23.51"E. The distance between the Site and Patuakhali is 39km (linear distance, similarly hereinafter), and the distance between the Site and Barisal is 78km. The east of the Site is the Rabnabad Channel and the south is the Andharmanik River.



b. Facilities Available

A Service Jetty is available in the power plant and is subject to availability for use by gypsum receiver.

Weighbridge with facility for printed memo will be installed, calibrated by third party and maintained by BCPCL.

c. Facilities Expected to be Provided by Gypsum Receiver

- Gypsum Receiver is expected to install an appropriate bagging / packing system to package the Gypsum and make it ready for transportation.
- Gypsum Receiver is expected to provide sufficient number of trucks for uninterrupted transportation from Ash Pond Area.
- Gypsum Receiver is required to submit along with their Proposal details including but not limited to details of bagging / packing system, numbers, size and capacity of their proposed loading system including detailed design and drawings.



Section X. Policy for Selling of Gypsum

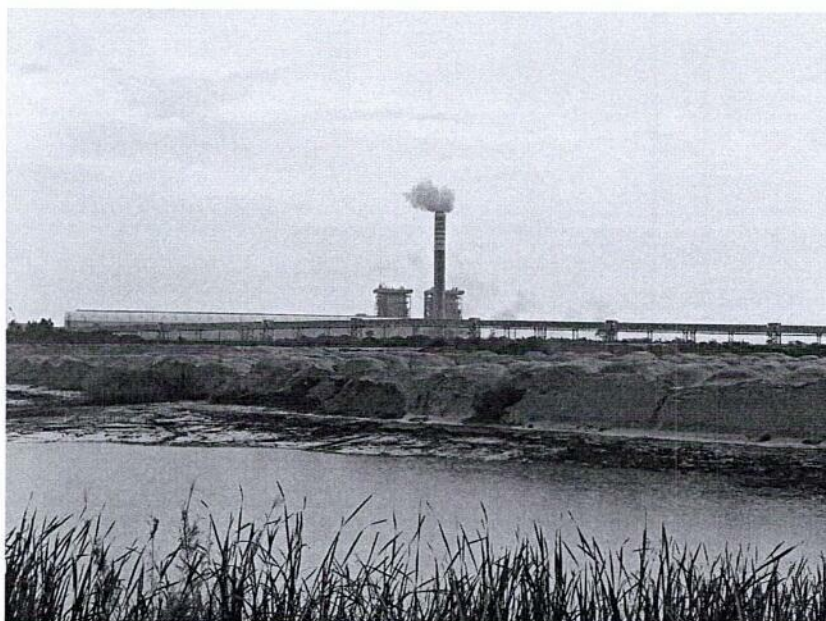
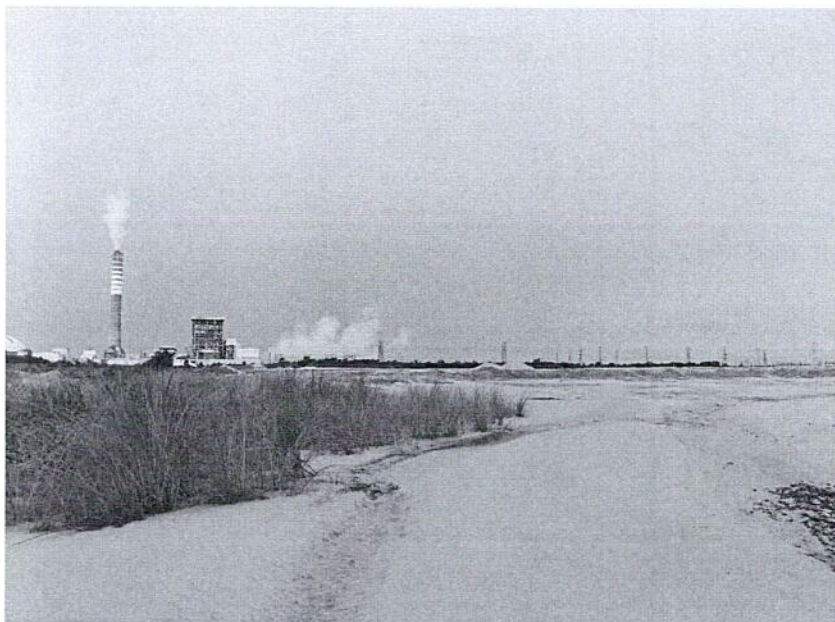
- 1) Competent Gypsum Receiver shall be selected through competitive open tendering process for disposal of Gypsum. Local and International Companies/Consortium (individual company / joint venture organization who are experienced in the same field) shall be entitled to participate in the Tender for Disposal/Selling of Gypsum.
- 2) The Disposal/Selling of Gypsum Contract shall be for a period of one (1) year shall be a lifting operation to be completed within the stipulated contract period.
- 3) The Gypsum shall be received by the Gypsum Receiver at ash pond of the Power Plant and transported to a location outside the Power Plant boundary. The Gypsum Receiver shall have its own plant installation for handling, storage, processing of Gypsum to achieve 100% eco-friendly utilization.
- 4) Prior to installation of equipment and machineries etc. in connection with the Gypsum receiving system, the Gypsum Receiver shall submit the detail design and drawings of the Gypsum receiving system to BCPCL for their review and approval. No work shall be undertaken before approval.
- 5) From contract effective date, the Gypsum Receiver is expected to transport Gypsum using their covered trucks after bagging / packing in the ash pond area using appropriate system to be installed by the Gypsum Receiver.
- 6) Gypsum Receiver is expected to install and maintain necessary bagging / packing system, complying with all required environmental consideration and loading system for loading of Gypsum to covered barges or through trucks for transporting the Gypsum through waterways or road under their own responsibility and cost.
- 7) Gypsum Receiver shall submit detailed writeup supported with drawings of their proposed scheme for transporting Gypsum along with their Technical Proposal.
- 8) If any damages or harm is caused by the Gypsum Receiver to the power plant, it's any component, land or road system and the like etc., for transportation of Gypsum, the responsibility of the same shall be lied upon the Gypsum Receiver and shall be liable for compensation to the extent that will be accrued upon them by BCPCL.
- 9) Weight Measurement of Gypsum shall be done by a committee formed by BCPCL. The members of the committee shall consist of representative(s) from BCPCL and Gypsum Receiver.
- 10) The quantity of delivered Gypsum will be measured by properly calibrated scale (weight gauge) with provision of printed memo at the Power Plant and will be recorded in presence of representative(s) of the Power Plant and Gypsum Receiver. No charge shall be imposed upon the Gypsum Receiver by BCPCL for weighing the Gypsum.
- 11) The weighing machine shall be calibrated each year from independent testing laboratory by BCPCL.
- 12) The cost of Gypsum shall be paid in Bangladesh Taka. Necessary VAT / Tax / AIT on the price of the Gypsum according to the prevailing rate fixed by the Government Of Bangladesh shall be borne by the Gypsum Receiver.
- 13) Gypsum receiver has to submit a detailed report including tools, equipment, techniques & resources that will be deployed, detail design and drawings of the gypsum receiving system and all other necessary information within fourteen (14) days of signing the contract.
- 14) The Gypsum receiver shall ensure sufficient vessels (bulkhead or Lighter or any other water transportation vessel permitted by Payra Port Authority) to evacuate gypsum from jetty. They can also use roadways for transport.
- 15) In the event that the Gypsum Receiver fails to collect and transport Gypsum for any given period, BCPCL reserves the right to engage a third party to carry out the assignment. However, the Gypsum Receiver 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 Gypsum Receiver's invoice to account for this payment to the third party.



- 16) The Gypsum receiver shall pay port charges including but not limited to river dues and terminal charges (including VAT) to Payra Port Authority as per the prevailing rates during the execution of the contract.
- 17) The Gypsum receiver shall follow the Safety Protocol during Operation:
- i. The Gypsum receiver's team members and associate parties must maintain the General safety protocol and the safety protocol of Payra Thermal power Plant.
 - ii. Every member of the team should carry Buyer's provided ID card and other safety gears in the workplace.
 - iii. The vehicle fitness must be checked periodically, and relevant documents should be up to date.
 - iv. Skill drivers must be deployed ensuring license of necessary category.
 - v. Each vehicle must have one driver and one helper.
 - vi. To guide the vehicle movement and accident prevention, Sufficient number of signal man must be deployed at the road crossing area, turning area and other required area.
 - vii. Strict cleanliness should be maintained at the workplace, road, Jetty area and other associate area. The entire area must be clean at the end of the working day.



Annex 1. Ash Pond Area



Annex 1: Service Jetty Area

