RPCL-NORINCO INTL POWER LIMITED

Request for Quotation Document (National)
for

SUPPLY OF 2,500 MT OF LIMESTONE AT PLANT JETTY

FOR

PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL POWER PLANT

Tendering Method: Request for Quotation (RFQ)

RFQ Reference No.: PUR-041(SL/PATAUKHALI/RFQ)/2026-27

Date: 09 August 2026

TENDER CLOSING DATE: 16 August 2026, 03.00 PM (BST)

Memo No.: RNPL/1320/2026/1521 Date: 09 August 2026

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To
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1. The ***RPCL- NORINCO INTL POWER LIMITED (RNPL)*** has been allocated its own funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.

2. Detailed Specifications and, Design & Drawings for the intended Goods are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.

3. Quotation is being requested on **Unit-Rate** basis.

4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.

5. No Tender Security such as shall be required for submission of the Quotation. However, the supplier must furnish Performance Security for supply of the Goods (if awarded) respectively. **The amount of Performance Security shall be Five (5) percent of the Contract Price.**

6. Quotation in sealed envelope shall be submitted to the office of the undersigned **on or before** 3 PM (BST), **16 August 2026**. The envelope containing the Quotation must be clearly marked "Quotation for **SUPPLY OF 2,500 MT OF LIMESTONE AT PLANT JETTY FOR PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL POWER PLANT** and **DO NOT OPEN** before 3 PM (BST), 16 August 2026. Quotations received later than the time specified herein shall not be accepted.

7. All Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.

8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of seven (7) days pursuant to Rule 92 (4) of the Public Procurement Rules, 2025.

9. All Quotations must be valid for a period of at least **Thirty (30) Days** from the closing date of the Quotation.

10. No public opening of Quotations received by the closing date shall be held.

11. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.

12. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.

13. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License**, **Latest Tax Clearance Certificate (or** Acknowledgement slip issued by the competent authority as a proof of submission of income tax return for the Assessment Year (*2024-25 or 2025-26*), **VAT Registration Number/Business Identification Number**

(BIN) and **Financial Solvency Certificate** showing liquid asset of at least **BDT 13,500,000.00 (In words: One Crore Thirty Five Lac Taka Only)**; without which the Quotation may be considered non-responsive.

14. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least two (2) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.

15. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on unit rate basis, the unit rates or prices shall prevail. In case of discrepancy between words and figures, the former will govern. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.

16. Not Applicable

17. **The supply of Goods shall be completed within Twenty One (21) days from the date of Contract Signing.**

18. The Notification of Award (NoA) shall be issued within ***Three (3)*** days of receipt of approval from the Approving Authority.

19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

09.08.2026.

(Md. Towfique Islam)
Project Director
Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant
Phone No: +880255098012-14,
E-mail: se_procurement@rnpl.com.bd

Distribution (Not according to Seniority):

1. Managing Director, RNPL.
2. Executive Director, RNPL.
3. General Manager (A&F), RNPL.
4. Superintending Engineer (Mechanical/Procurement/O&M), RNPL.
5. Executive Engineer (Mechanical), RNPL.
6. Office File.

Quotation Submission Letter

[Use Letter-head Pad]

RFQ No:_____ Date: dd/mm/yy

To:
[Name and address of Procuring Entity]

I/We, the undersigned, offer to supply in conformity with the Terms and Conditions for delivery of the Goods named **[insert name of goods].**

The total Price of our Quotation is [insert amount both in figure and words]

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices. Furthermore, I am/we are aware of Para 23(b) of the Terms and Conditions and pledge not to indulge in such practices in competing for or in executing the works.

I am/We are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that the Notification of Award (NoA) issued by you shall constitute the Contract and will be binding upon me/us.

I/We have examined and have no reservations to the RFQ Document issued by you on [insert date]

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

Signature of Quotationer with Seal
Date:

Price Schedule for Goods (and Related Services)

RFQ NO._____ Date: dd/mm/yy

Sl no	Item no	Description of Items	Unit of Measurement	Quantity	Unit Rate or Price		Total Amount	Destination for Delivery of Goods
					In figure	In words	In figure In words	
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
1		Limestone	MT	2,500				PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL POWER PLANT
Total Amount for Supply of Goods (inclusive of VAT and all applicable taxes; *see Note 1, 2 & 3 below*)						In figure		
						In words		

Goods to be supplied to	PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL POWER PLANT JETTY
Total Amount in Taka (in words)	[enter the Total Amount as in Col.8 above for the delivery of Goods and related services].
Delivery Offered	[insert weeks/days] from the date of Contract Signing]
Warranty Provided	None

[insert number] number corrections made by me/us have been duly initialed in this Price Schedule. My/Our Offer is valid until dd/mm/yy [insert Quotation Validity date].

Signature of Quotationer with Seal	Date: dd/mm/yy
Name of Quotationer	

Note:

1. Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. whatsoever up to the point of delivery of Goods in all respects to the satisfaction of the Procuring Entity.
2. Please follow the Sample VAT & TAX calculation mentioned in the next page.
3. The total contract price is for 2,500 MT Supply of Limestone. Depending on Power Plant operating status & storage of the limestone shed, the quantity may vary within the range of ±8%. Unit rate for extra supply will be same as quoted unit price.

Sample VAT & TAX Calculation

[The following illustration is only for information.]

Sl No.	Description	Price (BDT) (Excluding VAT & TAX)	TAX (5%)	Price Including TAX (BDT)	VAT (10%) (BDT)	Price for (BDT) (Including VAT & TAX)
	Column 1	Column 2	Column 3=Column 4-Column 2	Column 4= 100/.95	Column 5= 10% of Column 4	Column 6= Column 5 + Column 4
1	Limestone	100(In Figures)	5.263 (In Figures)	105.263(In Figures)	10.526(In Figures)	115.789 (In Figures)

Note:

- This above-mentioned VAT & TAX calculation has been incorporated from **S.R.O No. 161-Law/Tax-36/2024 & S.R.O No-19-Law/2025/273-VAT.** In case any new SRO is issued prior to or during the bill payment process, VAT and TAX deductions shall be made as per the provisions stipulated in the said SRO.

Technical Specifications

1. DETAILED SCOPE OF WORK

The Supplier shall supply Limestone considering the parameters/conditions stipulated in the Quotation Document, to **Plant Jetty (i.e. the Limestone Delivery Point [LDP])** on a single point responsibility basis (i.e. delivered at Plant Jetty), including but not limited to arranging lighter vessels, stevedoring, handling the scheduled shipments, cargo insurance, port clearances, and barges, loading, transportation, draft survey, bunkering and pilotage services, bottom sweeping including labor & equipment/barge bottom cleaning and delivery at the 2x660 MW Plant Jetty. All other related activities, including clearing and forwarding of the consignments, customs clearance (if any), coordination with Ports and any statutory authorities, shall also be part of Scope of Work of the Successful Supplier. All liaison, coordination shall also be part of Scope of Work of the Successful Supplier. The Supplier is requested to go through the complete specification for the detailed scope of work, which is described in this Section of the Document, towards ensuring smooth and trouble-free operation of all activities in supply chain required for ensuring limestone delivery at the Plant Jetty.

Unloading of Limestone from Lighter Vessels/ Barges at the LDP shall be done by a Crane/Ship Unloader, which has been provided at the Plant jetty by RNPL. Operation of Ship Unloader/Crane shall be in the scope of RNPL.

Barges of having capacity more than 2000 DWT shall not be deployed in any case at Plant General Jetty. Barges shall have Single Hatch only, provided Dual Hatch barges may be accepted upon proper inspection by and satisfaction of the Procuring Entity's authorised representatives. Barges shall be self-propelled (towed barges are not allowed) and with hatch covers and should follow Payra Port Authority (PPA) guidelines. Further, the sizes of the barges and hatch opening shall be compatible with fixed crain for uninterrupted and safe unloading operation. Suppliers are advised to check the data/restriction/facilities etc. with the PPA or the other port authorities, as may be applicable, from time to time.

2. MINIMUM TECHNICAL REQUIREMENTS

2.1 Specification of Limestone

The Limestone to be supplied under the contract shall be as per the specified range for quality parameters as mentioned in the table-1 below. Limestone having specifications beyond the specified range of the technical parameters shall not be loaded in the barges/vessel at the load port/delivered at LDP.
The Supplier shall provide the details of the supplied Limestone Parameter in Specifications Submission and Compliance Sheet.

Table-1

Sl No.	Chemical Analysis	Dimension	Value
1	CaO	Weight-%	≥50.4
2	MgO	Weight-%	≤2
3	SiO2	Weight-%	≤2
4	Particle size	mm	≤20

Notes:

I. Supplier must ensure that the purity of limestone (Percentage of CaO by weight - mentioned at Sl. No 2 in the Table -1 above) must be more than 50.4%.

II. Supplier to ensure that limestone chemical parameters mentioned at Sl. No 1 to 4 in the Table-1 above shall be within the specified limit. In case the parameters are found to be outside the limit, then RNPL shall assess the limestone for acceptance provided it shall not hamper the performance of the system/equipment. RNPL decision shall be final for acceptance/rejection.

2.2 Shipping

The Supplier shall employ Barges for transportation. The Barge employed for transportation shall be compliant with the requirements as listed in Attachment 2-3 to the section.

2.3 Transshipment

Deleted

2.4 Mooring Systems

The Supplier shall ascertain and arrange necessary mooring systems as may be required for smooth loading / unloading and transshipment operations, at their own cost. It shall be the Supplier's responsibility to obtain relevant approvals in this regard from the concerned authority.

The mooring facilities available at the Plant Jetty will be extended to the Supplier for its use by RNPL. The details in this regard are mentioned in Attachment 2-2 to this section.

2.5 Rules, Regulations and Standards

The Limestone transportation (if envisaged by Supplier) and barging shall be environment-friendly and designed to meet the requirement of applicable laws, national and international standards, rules of international association of classification societies, IMO 2020 for fuel and of the Ballast Water Management System, MARPOL 78 (SOPEP), IOPP, ISPP, IAPP as well as local regulation. In addition to above, it shall be the Supplier's responsibility to adhere to local requirements of Bangladesh, as may be applicable.

2.6 QUANTITY DETERMINATION:

I. The Supplier shall be responsible for draft survey at Limestone Delivery Point (LDP) and/or elsewhere in the supply chain, as may be necessary. The weight of each shipment of limestone shall be determined by draft survey by Independent Draft Surveyor, appointed by the Supplier with the approval of RNPL. The cost of draft survey shall be to Supplier's account.

II. Deleted

III. Each Party shall have the right to attend or appoint their representatives to attend, at such party's expense, the draft survey of each barge.

IV. The Independent Draft Surveyor shall issue a Certificate of Weight at the LDP to the Supplier, with a copy to the RNPL., and that weight will correspond to the Bills of Payment.

V. Quantity determination of limestone determined at Plant Jetty (LDP) shall be considered as quantity delivered to RNPL under the contract. However, the quantity determined shall also be subjected to adjustment/variation due to quality variation.

2.7 Quality inspection:

I. The supplier is free to source the limestone from any mines or exporters or traders provided the quality of limestone must be as per the requirement as specified in Clause 2.1 of this section. If the Supplier decides to source limestone from more than one mine/exporter/trader, the quality of the limestone too must be as per the requirement as specified in clause 2.1 of this section.

II. Quality determination of limestone shall be done at the Plant Jetty (the LDP) or Limestone Transshipment Site before unloading to barges from Mother Vessel or Stockyard before loading to barges. Quality of limestone will be final based on the inspection results of the samples taken and payments thereof will be based on such determination

III. RNPL either directly or through its authorized representative or through an Independent Inspection Agency probably named, (i) Leon Inspection and testing Bangladesh Private Limited or (ii) Mitra Sk Bangladesh (Pvt.) Ltd or (iii) SGS Bangladesh Limited or (iv) Bureau Veritas (Bangladesh) private Limted or (v) any other reputed Inspection Agency, appointed by it at its discretion and cost can carry out random checking of the sampling and analysis process as mentioned above and validate the quantity and quality parameters established by supplier. This sampling and analysis process will be conducted by the appointed Independent Inspection Agency in presence of supplier & RNPL personnels. If more than one sampling and analysis is required for any kind of dispute occurred by Supplier, the cost thereof shall be borne by the Supplier.

IV. Deleted

2.8 STANDARDS FOR QUANTITY AND QUALITY DETERMINATION

The sampling and analysis of limestone shall be performed in accordance with the relevant latest procedures and standards of the American Society for Testing and Materials ("ASTM"). The weighing of limestone by draft survey shall be performed in accordance with the relevant standard and procedure identified in UN and/or ASTM. All the standards shall be their latest editions, as on the date of opening of Technical Proposal.

Notwithstanding the foregoing, the ASTM standards for· Sampling, Preparation and Testing are mentioned below, and shall be applicable to the Contract:

Parameter	
Sampling and Preparation	
Standard Practice for Sampling, Sample Preparation	ASTM C50 / C50M
Testing and Analysis of Limestone samples	
Standard Test Methods for Chemical Analysis of Limestone	ASTM C 25
Standard Test Methods for Physical Testing of Limestone	ASTM C 110-20

2.9 Rejection

Limestone of specification beyond the specified range of the Technical Parameters as per Test Report at LDP in line with clause 2.1 as delivered at the LDP, shall be liable for rejection by RNPL. RNPL shall not be held responsible for any financial loss of the Supplier in any circumstance in case of rejection. Any quantity of Limestone so rejected by RNPL pursuant to the Contract shall be deemed to not have been supplied by the Supplier for the purposes of the determination of the deficiency/shortfall in supply by the Supplier. In addition, RNPL also has the right to dispose the rejected quantity of Limestone for bearing up the consequential losses.

2.10 Supplier's Limestone Quality Warranty

The Supplier warrants that:

I. Each shipment of Limestone shall be of good quality and prescribed quantity, shall not be sticky during unloading and shall be substantially free of all impurities such as wood, iron, nonferrous materials, blast materials or other foreign materials, whether emanating from mining operations, storage, handling, loading or otherwise;

II. No organic contaminant or any other material other than water added for purposes of dust suppression has been intentionally added to any shipment of Limestone;

III. No salt has been added to any shipment of limestone for any reason;

IV. Limestone shall not cause difficulty with stickiness or dust dispersion when it is unloaded, handled and processed by RNPL. If during unloading there are any handling difficulties relating to stickiness, dust and oversize, RNPL shall have the right to determine whether to accept the limestone or not, without any liability of charges to RNPL. RNPL shall also not be held liable for increase in unloading time at LDP owing to the above reasons.

V. At RNPL's option, RNPL may appoint an internationally respected Inspection Company to survey the Limestone for any foreign materials at the LDP. All expenses relating to the inspection shall be to the account of the successful supplier, if the inspection discloses excessive foreign materials or stickiness in the limestone.

2.11 Adjustment on Quality Variations

adjustment to the price shall be carried out as per the formula provided hereinafter:

I. **The formula for calculating penalty amount:**

No adjustments on quality shall be applied in case of limestone purity (Percentage (%) of CaO by weight) found to be more than 50.4% by test from RNPL.

II. **Presence of foreign /extraneous material**

Penalty Amount= *Amount of foreign /extraneous material (MT)) × contracted unit price (BDT/MT)*

III. Any other provisions as mentioned in Terms and Conditions for Supply of Goods and Payment.

3 Navigation Restrictions

Navigation restrictions for movement located within the PPA's jurisdiction and/ or the jurisdiction of any other port authority, and for the Barges that will navigate to the Limestone Delivery Point (LDP) will be such that is compliant with the requirements issued by the PPA and/ or the jurisdiction of any other port authority, as may be applicable, from time to time. The Rabnabad channel comes under the jurisdiction of Payra Port Authority (PPA) and the following drafts are being maintained by them.

a) The Channel bar will have up to 10.4 m available draft;
b) The berthing area of the LDP will have available draft of 5.1m.

However, The supplier has to update himself regarding the draft availability time to time from Payra Port Authority. Deployment and Navigation of barges/vessel shall be done in consultation with PPA. All the clearances from the PPA shall be in the scope of Supplier.
Suppliers are advised to collect details regarding size and length of permitted OGVs/barges and other restrictions from the Payra Port Authority and/ or the jurisdiction of any other relevant port authority, as may be applicable.

3.1 ENVIRONMENT IMPACT AND ENVIRONMENT COMPLIANCE

The EIA report for Coal Unloading and Transportation for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power plant will be available at the office of Procuring Entity. The same approved EIA report shall also be applicable for Limestone transportation too. Hence, Suppliers will have to go through the approved EIA Report and consider the stipulations/ requirements while performing the transportation/ transshipment works under the Contract.

It is the Supplier's responsibility to fully comply with the environment compliances.

4 Delivery Schedule

Within Twenty One (21) days from the date of Contract Signing.

ATTACHMENT 2-1

[The EIA report for Coal Unloading and Transportation for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power plant is available at RNPL Corporate Office & will be attached here]

ATTACHMENT 2-2- Limestone Delivery Point (LDP)

1. The plant general berth (For Limestone and general cargo) is 80m long and width is 31m.

2. The general berth can accommodate one 2000 DWT barge.

3. Main Dimensions of the Design Typical Barge

Typical Barge	Main Dimensions (Length×Width×Molded Depth× Draft)(m)
1×2,000DWT Barge	60×11×3.6×2.4

4. The design bottom elevation of the berthing area of the general berth is 5.1m.

5. The width of the berthing area for the 2000DWT bulk carrier is 22m.

6. "Minimum Average Unloading Rate at LDP = 100 t/h" (One Hundred Tonne Per Hour)

7. The turning basin is 180m×120m for the general berth. The design bottom elevation of the turning area is -3.2m.

8. There is one 16t grab type fixed crane and a 40m3 fixed hopper on the jetty. The specifications of the fixed crane are as follows-

Name		Parameter
Lifting Capacity		Hook 16t Grab 16t
Working Range		R8.5m-26m
Working Level		A8
Working Speed	Hoisting Mechanism	Fully Loaded 40m/Min
	Slewing Mechanism	1.35r/Min
	Luffing Mechanism	35m/Min
Lifting Height	Above Rail Surface	20m 12m
	Below Rail Surface	11m
Tail Turning Radius		<6.8m

9. 350kN bollards and AN400H rubber fenders have been used in the Limestone Loading Point
10. Navigational Aids: Two Light Beacons, One Buoy

ATTACHMENT 2-3- GUIDELINES FOR PERFORMING OGVs/Ships/Vessels/Barges

Supplier to ensure that the OGVs/Ships/Vessels/Barges employed for transportation shall be compliant with the requirements described below and will form part of the Contract.
Any OGV/Ship/Vessel/Barge used by the Supplier shall comply with, not limited to, the following criteria:

I. classed as Lloyds 100 A 1 or equivalent by an Approved Classification Society;
II. single deck bulk carriers having a security system and associated security equipment necessary to comply with ISPS Code, all in safe and good working order;
III. have lighting facilities as on board and crew available during the loading operation;
IV. if geared and vessel gears and grabs are used for vessel loading or unloading operation, then all gears and grabs are functional to actual capacity and available during the entire loading or unloading process;
V. is fully insured as per the Insurance requirements
VI. have a valid International Safety Management Code Certificate;
VII. Barge maximum size should be 2000 DWT.
VIII. OGV/ships/vessel/Barges should be acceptable as per the rules or regulation of PPA (Payra Port Authority) and any other port authority in Bangladesh and relevant maritime rules of Bangladesh and Load port country.

Specifications Submission and Compliance Sheet

Item no	Description of Items	Required Technical Specification and Standards			Offered Technical Specification and Standards			Country of Origin	Make and Model
1	*2*	*3*			*4*			*5*	*6*
1	Limestone	Component	Unit	Value	Component	Unit	Value		
		CaO	Weight-%	≥50.4	CaO	Weight-%			
		MgO	Weight-%	≤2	MgO	Weight-%			
		SiO2	Weight-%	≤2	SiO2	Weight-%			
		Particle size	mm	≤20	Particle size	mm			

I/We declare to supply Goods offered by me/us fully in compliance with the Technical Specifications and Standards mentioned hereinabove

Signature of Quotationer with Seal	Date: dd/mm/yy
Name of Quotationer	

Proforma for Notification of Award

Reference No: Date:

To:

[Name of the successful quotationer]

This is to notify you that your quotation dated [*insert date*] for the supply of the Goods for [*name of Contract*] for the Contract Price of BDT [*state amount in figures and in words*] as evaluated in accordance with the general instructions, has been approved by the competent authority.

You are, thus, requested to take following actions:

i. furnish a Performance Security in the specified format and in the amount of Tk [*state amount in figures and words*], within ***Seven (7)*** **working days** of issuance of this letter but no later than [specify the date of the last working day of the allowed time]

ii. sign the Contract within ***Seven (7) working days*** of issuance of this letter but no later than [specify the date of the last working day of the allowed time]

You may proceed with the supply of the Goods only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract which shall become binding upon you.

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

Signed
Duly authorized to sign for and or behalf of
[name of Procuring Entity]
Date:

Proforma for Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month][year]* between *[name and address of Procuring Entity]* (hereinafter called "the Procuring Entity") of the one part and *[name and address of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited quotations for certain goods and related services, viz, *[brief description of goods]* and has accepted a quotation by the Supplier for the execution of those Goods in the sum of Taka *[Contract Price in figures and in words]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

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

   (a) the signed Contract Agreement

   (b) the Notification of Award

   (c) the completed quotation

   (d) the Terms and Conditions for Supply of Goods and Payment

   (e) the Technical Specifications

   (f) the Specifications Submission and Compliance Sheet

   (g) the Drawings

   (h) the priced Schedules

   (i) any other document listed in the Terms and Conditions for Supply of Goods and Payment forming part of the Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the execution and completion of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Procuring Entity For the Supplier

Signature

Name

National ID No.

Title

In the presence of Name

Address

Proforma for Bank Guarantee for Performance Security

NoA No: [insert reference number] Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: [insert number]

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

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

At the request of the Supplier, we *[name of Bank]* hereby irrevocably unconditionally 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 Supplier 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 Signature

Terms and Conditions
for
Supply of Goods and Payment

1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.

2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2025.

3. The Supplier shall have to complete the delivery in all respects within **Twenty One (21)** days after contract signing in conformity with the Terms and Conditions.

4. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the Goods or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.

5. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or the Technical Examination and Acceptance Committee (TEAC) formed by the PE.

6. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.

7. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.

8. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.

9. The payment shall be released to the Supplier upon submission of invoice after completion of delivery after adjustment (if any) according to Clause 2.11 of Technical Specifications.

   Payment of the Supplier shall be made in the Bank Account in any scheduled Bank of Bangladesh.

10. The Supplier's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law. In addition, The contract price shall include all applicable VAT, TAX and port related charges including but not limited to River Dues, Terminal Charge, Port dues etc.

11. The total Contract Price is BDT **[insert figure] [in words].**

12. The minimum Warranty Period of the Supplies shall be ***none*** starting from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of goods and related services.

13. Not Applicable

14. Not Applicable

15. **Performance Security**

    The supplier has to provide performance security in the form of irrevocable Bank Guarantee from any scheduled Bank of Bangladesh as per the prescribed format by Procuring Entity (RNPL). The amount of the performance security will be **Five (5) percentage** of Total contract price.

    Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Document.

The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more:

a) The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her; and
b) The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.

In the event as stated above, the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the security.

If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Supplier.

16. **Liquidated Damages**

The amount of Liquidated Damages is .1 of ONE (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay.

The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is ten (10) percent of the final Contract Price of the whole of the Goods and related services.

17. **Insurance**

The Goods supplied under this Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery until their acceptance by the Procuring Entity.

18. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods.
19. Any claim arising out of delivery of Goods shall be settled by the Supplier at his/her own cost and responsibility.
20. Not Applicable
21. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
22. The Procuring Entity shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.
23. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:

    a. fails to deliver Goods as per Delivery Schedule and Specifications.
    b. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive or obstructive practices in competing for or in delivery of Goods.
    c. fails to perform any other obligation(s) under the Contract.

24. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
25. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion, coercion and obstruction in Section 64 of the Public Procurement Act, 2006 and Rule 149 of the Public Procurement Rules, 2025.