BANGLADESH POWER DEVELOPMENT BOARD

LONG TERM SERVICE AGREEMENT (LTSA)

GUIDE LINE

For

Supply of Spares & Consumables and Required Works for Schedule Maintenance (CI, HGPI & MI or its equivalent inspections) & Un-schedule Maintenance for 7 (seven) years of GTG unit & their self-auxiliaries from the Original Equipment Manufacturer (OEM) of GTG package for Raozan 400 MW ± 10% Combined Cycle Power Plant at Raozan, Chattogram under 'Long Term Service Agreement (LTSA)'

VOLUME 2 OF 2, PART C

December, 2019
1. BACKGROUND INFORMATION:

Bangladesh Power Development Board (BPDB) is in the process of implementation of a Combined Cycle Power Plant of total 400 MW ± 10% capacity at site conditions (35 °C, 1.013 mbar, 98% R.H.) at Raozan, Chattogram, Bangladesh.

As part of the EPC contract, the contractor will be liable for providing all spares, consumable and expertise service for day to days, unscheduled, breakdown maintenance of complete combined cycle power plant including GTG & their auxiliaries during defect liability period from the Operational Acceptance Certificate of the plant. For better reliability and availability of GTG unit, BPDB intends to do separate agreement with OEM of GTG package for 7 years from the Operational Acceptance Certificate of CCPP. In connection with this, detail LTSA offer including price from OEM of GTG package shall be submitted with the EPC proposal separately considering 80% Plant Factor, 50 nos. start/stop per year. It is to be noted that, during LTSA period availability of GTG unit shall be minimum 85%.

LTSA provider (Contractor) i.e. Original Equipment Manufacturer (OEM) of GTG package will be responsible for all schedule & un-schedule (if required after the defect liability period of CCPP) maintenance of Gas Turbine, Generator and GTG unit self-auxiliaries according to OEM guideline for 7 (seven) years after Operational Acceptance of the Plant including supply of spares and consumables.

2. SOURCE OF FUND

The source of funds is Energy Development & Maintenance Fund of BPDB/ GoB-BPDB’s Cash Foreign Exchange Budget Allocation.

3. General Conditions of Contract

A. General

1. Definitions

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

(a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).

(b) **Adjudicator** is the expert appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 92.2.

(c) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.

(d) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 59.

(e) **Compensation Events** are those defined in GCC Clause 67.

(f) **Competent Authority** means the authority that gives decision on specific issues as per delegation of
administrative and/or financial powers.

(g) **Completion Certificate** means the Certificate issued by the Project Manager as evidence that the Contractor has executed the Works and physical services in all respects as per design, drawing, specifications and Conditions of Contract.

(h) **Completion Date** is the actual date of completion of the Works and physical services certified by the Project Manager, in accordance with GCC Clause 78.

(i) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works.

(j) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.

(k) **Contractor** means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the **PCC**.

(l) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract.

(m) **Contractor’s Tender** is the completed Tender Document including the priced BOQ and the Schedules submitted by the Contractor to the Procuring Entity.

(n) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking and insurances, as applicable.

(o) **Day** means calendar day unless otherwise specified as working days.

(p) **Day-works** means work carried out following the instructions of the Procuring Entity or the authorised Project Manager and is paid for on the basis of time spent by the Contractor’s workers and equipment at the rates specified in the Schedules, in addition to payments for associated Materials and Plant.

(q) **Defect** is any part of the Works not completed in accordance with the Contract.

(r) **Defects Correction Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.

(s) **Drawings** include calculations and other information provided in Section 9 or as approved by the Project
Manager for the execution and completion of the Contract.

(t) **Equipment** is the Contractor’s apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedies any defects excluding Temporary Works and the Procuring Entity’s Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.

(u) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 83;

(v) **GCC** means the General Conditions of Contract.

(w) **Government** means the Government of the People’s Republic of Bangladesh.

(x) **Goods** mean the Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

(y) "**Head of the Procuring Entity**" means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;

(z) **Intended Completion Date** is the date calculated from the Commencement Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(aa) **Materials** means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.

(bb) **Month** means calendar month.

(cc) **Original Contract Price** is the Contract Price stated in the Procuring Entity’s Notification of Award (Form PW3-7) and further clearly determined in the PCC.

(dd) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.

(ee) **PCC** means the Particular Conditions of Contract.

(ff) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction of the
Works and physical services.

(gg) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Works and physical services using public funds and is as named in the **PCC** who employs the Contractor to carry out the Works.

(hh) **Project Manager** is the person named in the **PCC** or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and physical services and administering the Contract.

(ii) **Provisional Sums means** amounts of money specified by the Procuring Entity in the BOQ which shall be used, at its discretion for meeting other essential expenditures under the Contract pursuant to GCC Sub Clause 75.

(jj) **Retention Money** means the accumulated retention moneys which the Procuring Entity retains under GCC Clause 70.

(kk) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and schedules of rates and/or prices.

(ll) **Site** means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the **PCC** as forming part of the Site.

(mm) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(nn) **Specification** means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Project Manager in accordance with the Contract.

(oo) **Start Date** is the date defined in the **PCC** and it is the last date when the Contractor shall commence execution of the Works under the Contract.

(pp) **Subcontractor** means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(qq) **Temporary Works** means all temporary works of every kind other than Contractor's Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects.

(rr) **Variation** means any change to the Works directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items (non-Tendered items) that are either due to
change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(ss) **Works** means all works associated with the construction, reconstruction, site preparation, demolition, Refurbished, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the **PCC**, if the value of those services does not exceed that of the Works themselves.

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

2. **Interpretation**

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

2.2 **Entire Agreement**

The Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 6.1(j).

2.3 **Non waiver**

(a) Subject to GCC Sub Clause 2.3(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

2.4 **Severability**

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

If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Communications & Notices

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

3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

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

4. Governing Law

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

5. Governing Language

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

5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Documents Forming the Contract and Priority of Documents

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

(a) the signed Contract Agreement (Form PW3-9);
(b) the Notification of Award (PW3-8);
(c) the completed Tender and the Appendix to the Tender;
(d) the Particular Conditions of Contract;
(e) the General Conditions of Contract;
(f) the Technical Specifications;
(g) the General Specifications;
(h) the Drawings;
(i) the priced BOQ and the Schedules; and
(j) any other document listed in the PCC forming part of the Contract.

7. Scope of Works

7.1 The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings.
7.2 Unless otherwise stipulated in the Contract, the Works shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for completion of the Works as if such items were expressly mentioned in the Contract.

8. Assignment
8.1 Neither the Contractor nor the Procuring Entity shall assign, in whole or in part, its obligations under the Contract.

9. Eligibility
9.1 The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.

9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.

10. Gratuities / Agency fees
10.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution.

11. Confidential Details
11.1 The Contractor's and the Procuring Entity's personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

11.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

12. Joint Venture, Consortium or Association (JVCA)
12.1 If the Contractor is a JVCA,

(a) each partner of the JVCA shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Procuring Entity for performance of the Contract;

(b) the JVCA partners shall nominate the Leading Partner as REPRESENTATIVE being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JVCA;

(c) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JVCA, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received;
provided that if the other partners of the JVCA subsequently become available before the legal action has been completed, the Procuring Entity shall have the right to take action against those other partners of that JVCA as well.

(d) the composition or constitution and legal status of the JVCA shall not be altered without the prior approval of the Procuring Entity;

(e) alteration of partners, except the Leading partner, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall implementation of the Works, whereby the incoming partner shall require to possess qualifications higher than that of the outgoing partner;

(f) "if any of the partners of JVCA has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices and while in case, the Leading partner is found incompetent or has been debarred due to the same reasons stated herein the Contract shall be terminated pursuant to GCC Sub Clause 87.1(b)."

13. Possession of the Site

13.1 The Procuring Entity shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 67.1(a).

14. Access to the Site

14.1 The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

15. Procuring Entity's Responsibilities

15.1 The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and physical services, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement.

15.2 The Procuring Entity shall make its best effort to guide and assist the Contractor in obtaining, if required, any permit, licence, and approvals from local public authorities for the purpose of execution of the Works and physical services under the Contract.

16. Approval of the Contractor's Temporary Works

16.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them, if they comply with the Specifications and Drawings.

16.2 The Contractor shall be responsible for design of Temporary
16.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

16.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17. Contractor’s Responsibilities

17.1 The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.

18. Taxes and Duties

18.1 The Contractor shall be entirely responsible for all applicable taxes, custom duties, VAT, and other levies imposed or incurred inside and outside Bangladesh.

19. Contractor’s Personnel

19.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.

19.2 The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or higher than those of the personnel named in the Schedule.

19.3 If the Project Manager asks the Contractor to remove a particular person who is a member of the Contractor’s staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.

20. Subcontracting

20.1 Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.

20.2 The prior consent, in writing, of the Project Manager shall however be obtained for other proposed Subcontractor(s).

20.3 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.

20.4 Subcontractors shall comply with the provisions of GCC Clause 38.

21. Other Contractors

21.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, the Project Manager and the Procuring Entity between the dates given in the Schedule of other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of other Contractors, and shall notify the Contractor of any such
22. Project Manager's Decisions

22.1 Except where otherwise specifically stated in the PCC, the Project Manager will decide Contractual matters between the Procuring Entity and the Contractor in its role as representative of the Procuring Entity.

23. Delegation

23.1 The Project Manager may delegate any of his duties and responsibilities to his representative except to the Adjudicator, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.

23.2 Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Project Manager.

24. Instructions

24.1 The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.

25. Queries About the Contract Conditions

25.1 The Project Manager, on behalf of the Procuring Entity, will clarify queries on the Conditions of Contract.


26.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:

(a) take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;

(b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and

(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.

27. Working Hours

27.1 The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Project Manager.

28. Welfare of Labourers

28.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.

28.2 The Contractor, in particular, shall provide proper accommodation to his or her labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.
28.3 The Contractor, further in particular, shall pay reasonable wages to his or her labourers, and pay them in time. In the event of delay in payment the Procuring Entity may affect payments to the labourers and recover the cost from the Contractor.

29. Child Labour

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

30. Discoveries

30.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.

31. Procuring Entity’s and Contractor’s Risks

31.1 The Procuring Entity carries the risks that the Contract states are Procuring Entity’s risks and the Contractor carries the risks that the Contract states are Contractor’s risks.

32. Procuring Entity’s Risks

32.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Procuring Entity’s risks:

(a) the risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
   i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
   ii. negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or Contracted to him except the Contractor.

(b) the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

32.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is Procuring Entity’s risk, except loss or damage due to:

(a) a Defect which existed on the Completion Date;
(b) an event occurring before the Completion Date, which was not itself Procuring Entity’s risk; or
(c) the activities of the Contractor on the Site after the
33. Contractor's Risks

33.1 From the Start Date until the Defects Correction Certificate has been issued the risks of personal injury, death, and loss of or damage to property including without limitation, the Works, Plant, Materials, and Equipment, which are not Procuring Entity’s risks are Contractor’s risks.

34. Copyright

34.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Procuring Entity directly or through the Contractor by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.

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

35. Limitation of Liability

35.1 Except in cases of criminal negligence or wilful misconduct:

(a) the Contractor shall not be liable to the Procuring Entity, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Procuring Entity; and

(b) the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of Refurbishing or replacing defective Works, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement.

36. Insurance

36.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts specified in the PCC for the following events which are due to the Contractor’s risks:

(a) loss of or damage to the Works, Plant, and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
(d) personal injury or death.

36.2 The Contractor shall deliver policies and certificates of insurance to the Project Manager, for the Project Manager’s
approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions required to rectify the loss or damage incurred.

36.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

36.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

36.5 Both parties shall comply with conditions of the insurance policies.

37. Management and Progress Meetings

37.1 Either the Project Manager or the Contractor may require the other to attend a management and progress meeting. The business of such meeting shall be to review the progress and plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

37.2 The Project Manager shall record the business of the meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management and progress meeting or after the meeting, and stated in writing to all concerned.

38. Corrupt, Fraudulent, Collusive, Coercive (and Obstructive in case of Development Partner) Practices

38.1 The Government and the Development Partner requires that the Procuring Entity as well as the Contractor (including sub-contractors, agents, personnel, consultants and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

38.2 The Contractor (including sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Contractor’s accounts and records and other documents relating to the submission of Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required.
38.3 For the purposes of GCC Sub Clause 38.4, the terms set forth below as follows:

(a) “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or a decision or method followed by a Procuring Entity in connection with a Procurement proceeding or Contract execution;

(b) “fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

(c) “collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition;

(d) “coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of the Contract, and this will include creating obstructions in the normal submission process used for Tenders; or

(e) “Obstructive practice” (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

38.4 Should any corrupt, fraudulent, collusive, coercive practice (or obstructive practice in case of Development Partner) of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 28 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and the provisions of Clause 87 shall apply as if such expulsion had been made under sub-clause 87.1 (Termination for Default).
38.5 If corrupt, fraudulent, collusive or coercive (or obstructive in case of Development Partners) practices of any kind determined by the Procuring Entity or the Development Partner against the Contractor alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall:

(a) exclude the Contractor from further participation in the particular Procurement proceeding; or

(b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time; or

(c) PE can debar the Contractor for a period of 1 (one) to 2 (two) years for the procurement of all procuring entities due to fundamental breach of contract.

38.6 The Contractor shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.

B. Time Control

39. Commencement of Works

39.1 Except otherwise specified in the PCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager’s instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

(a) signing of the Contract Agreement by both parties upon approval of the by relevant authorities;
(b) possession of the Site given to the Contractor as required for the commencement of the Works; and
(c) receipt by the Contractor of the Advance Payment under GCC Clause 73 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any.

40. Completion of Works

40.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 41 to complete them in all respects by the Intended Completion Date, as specified in the PCC.

41. Programme of Works

41.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Project
41.2 The Contractor shall submit to the Project Manager for approval of an updated Programme at intervals no longer than the period stated in the PCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

41.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 41.2, the Project Manager may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.

41.4 The Project Manager’s approval of the Programme of Works shall not alter the Contractor’s obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time for approval. A revised Programme shall show the effect of Variations and Compensation Events.

42. Pro Rata Progress

42.1 The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 41 and shall be determined in terms of the value of the works done.

43. Early Warning

43.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter events, circumstances, conditions that may adversely affect the quality of the work, increase the original Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Project Manager in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor’s notice, the Project Manager shall evaluate the situation, and the Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

43.2 The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the original Contract Price and Completion Date. The Contractor shall provide the estimate and the Project Manager shall further proceed as soon as reasonably possible.

44. Extension of Intended Completion Date

44.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation or Extra
If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 44.1, the Contractor shall give notice, not later than twenty-eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager.

The Project Manager shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the extension of Intended Completion Date.

The Project Manager may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 44.1, if a Compensation Event occurs or Variation Order or extra work Order issued, which does not make it possible to complete the execution of works without incurring additional cost.

In the case an extension of the Intended Completion Date required under GCC Sub Clause 44.3 is or will be more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorized by him or her for the same shall be required to be obtained.

Except in case of Force Majeure, as provided under GCC Clause 83, a delay by the Contractor in the execution Works shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 71, unless an extension of the Intended Completion Date is agreed upon, pursuant to GCC Clause 44.3.

If the following conditions apply, namely:

(a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities,

(b) these public authorities delay or disrupt the Contractor's work, and

(c) the delay or disruption was unforeseeable;

then this delay or disruption will be considered as a cause of delay under GCC Sub Clause 44.1.

The Project Manager shall notify the Contractor accordingly keeping the Procuring Entity posted.

When the Procuring Entity wants the Contractor to finish the
Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be advanced accordingly and confirmed by both the Procuring Entity and the Contractor.

46.2 If the Procuring Entity accepts the Contractor’s priced proposals for acceleration, they will be incorporated in the Contract Price and treated as a Variation under GCC Clause 61.

47. Delays Ordered by the Project Manager

47.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

48. Suspension of Work

48.1 The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

49. Consequences of Suspension

49.1 If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager’s instructions under GCC Clause 48 and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC Clause 91 to:

(a) an extension of time for any such delay, if Completion is or will be delayed and

(b) payment of any such cost, which shall be included in the Contract Price.

49.2 After receiving this notice, the Project Manager shall proceed to agree or determine these matters.

C. Quality Control

50. Execution of Works

50.1 The Contractor shall construct, install and carry out the Works and physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 6.

51. Examination of Works before covering up

51.1 All works under the Contract shall at all times be open to examination, inspection, measurements, testing and supervision of the Project Manager, and the Contractor shall ensure presence of its representatives at such actions provided proper advance notice is given by the Project Manager.

51.2 No part of the Works shall be covered up or put out of sight without the approval of the Project Manager. The Contractor shall give notice in writing to the Project Manager whenever any such part of the Works is ready for examination and, the Project Manager shall attend to such examination without
unreasonable delay.

52. Identifying Defects

52.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Project Manager may also instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

53. Testing

53.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event pursuant to GCC Sub Clause 67.

54. Rejection of Works

54.1 If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract.

55. Remedial Work

55.1 Notwithstanding any test or certification, the Project Manager may instruct the Contractor to:

(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,

(b) remove and re-execute any other work which is not in accordance with the Contract, and

(c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

55.2 The Contractor shall comply with the instruction issued under GCC Sub Clause 55.1 within a reasonable time, which shall be specified in the instruction, or immediately if urgency is specified under GCC Sub Clause 55.1(c).

55.3 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 55.2, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising from this failure.

56. Correction of Defects

56.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.

57. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.

D. Cost Control

58. Contract Price

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

59. Bill of Quantities

The Bill of Quantities (BOQ) shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.

The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

Items of works quantified in the BOQ for which no rates have been quoted shall be deemed covered by the amounts at rates of other items in the Contract and, shall under no circumstances be paid for, by the Procuring Entity.

60. Changes in the Quantities and Unit Rate

If the final quantity of the work done for any particular item in the BOQ increases by more than twenty-five (25) percent and, such increase in quantity of that particular item alone concurrently causes the original Contract Price to exceed by more than one (1) percent, the Project Manager shall adjust the unit rate of the item to allow for the change.

If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the BOQ.

61. Issue Variation or Extra Work Order

The Project Manager may issue a Variation Order to the Contractor to cover increase or decrease in quantities, including the introduction of new work items (non-Tendered items) that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

The Project Manager may issue an Extra Work Order to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated.
in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.

61.3 The Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order, the necessary plans, his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work as stated under GCC Clause 62, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority. Any Amend to the contract that happens within the approved BOQ items and doesn’t change the contract price shall be approved by the HOPE or delegated officer.

61.4 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 61.3 and subject to the availability of funds, in the event of extreme emergency and when time is of the essence, authorize the immediate start of work under any Variation or Extra Work Order; provided that the cumulative increase in the value of Works not yet duly approved exceeded ten (10) percent of the adjusted original Contract Price.

61.5 Increase or decrease in the quantities of any item of work included in the BOQ for the reasons other than those stated under GCC Sub Clause 61.1 and 61.2, in particular for field level actual measurements under this contract (admeasurements), not necessarily however, shall constitute a Variation.

61.6 All Variations and Extra work orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.

62. Costing of Variations or Extra Orders

62.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) working days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

62.2 If the item of work in the Variation corresponds to an item of work in the BOQ and if, in the opinion of the Project Manager, the increased quantity and cost of the works of that particular item does not concurrently cause to exceed the limit stated in GCC Sub Clause 60.1, the same unit rate in the BOQ shall be used to calculate the cost of the Variation. If the item of work in the Variation does not correspond to an item in the BOQ, the unit rates for the new items of works
shall be determined based on

(i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel bar, labour rate, equipment rental, etc) as indicated in the Contractor’s price breakdown of the cost estimate, if available or

(ii) fixed prices acceptable to both, the Procuring Entity and the Contractor, based on market prices.

The direct cost of the new work items based on (i) or (ii) stated herein shall then be combined with the mark-up factor (i.e. profit, overhead and VAT) used by the Contractor in its Tender to determine the unit rate of the new items of work.

62.3 If the Contractor's quotation is found to be unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor’s costs.

62.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning under GCC Sub Clause 43.1.

62.5 The time for processing of a Variation and an Extra Work Order from its preparation to approval shall not exceed thirty (30) working days.

63. Cash Flow Forecasts

63.1 When the Programme of Works is updated under GCC Sub Clause 41.2, the Contractor shall provide the Project Manager with an updated cash flow forecast.

64. Payment Certificates

64.1 The basis for payment certificates shall be BOQ used to determine the Contract Price.

64.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.

64.3 The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

64.4 The value of work executed shall be determined by the Project Manager.

64.5 The value of work executed may also include the valuation of Variations or Extra Work Orders, Certified Day-works and Compensation Events.

64.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
### 65. Payments to the Contractor

65.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within twenty-eight (28) days of the date of each certificate after due adjustments for deductions for advance payments, retention and any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC Clause 91.

65.2 Payments for Works under Variation Orders or Extra Work Orders satisfactorily accomplished pursuant to GCC Sub Clause 61 may be made only after approval of the same by the Approving Authority or next higher, as appropriate.

65.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.

### 66. Delayed Payment

66.1 If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment at the rate as specified in the PCC. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made.

66.2 If an amount certified is increased in a subsequent certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

### 67. Compensation Events

67.1 The following shall be Compensation Events:

(a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 13.1;

(b) The Procuring Entity modifies the Schedule of other Contractors in a way that affects the works of the Contractor under the Contract;

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time;

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;

(e) The Project Manager unreasonably does not approve a subcontract to be let, if applicable;

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before
issuance of the Notification of Award from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site; Other Contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;

(g) The advance payment is delayed;
(h) The effects on the Contractor of any of the Procuring Entity’s Risks;
(i) The Project Manager unreasonably delays issuing a Completion Certificate;
(j) A situation of Force Majeure has occurred, as defined in GCC Clause 83; and
(k) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.

67.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended, only on justifiably acceptable grounds duly recorded.

67.3 As soon as the Contractor has provided information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost, the Project Manager shall assess it, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

67.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity’s interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Project Manager.

68. Adjustments for Changes in Legislation

68.1 Unless otherwise specified in the Contract, if between the date twenty-eight (28) days before the submission of Tenders for the Contract and the date of the last Completion Certificate, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such
Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

68.2 The Project Manager shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided such changes have not already been accounted for in the price adjustment as defined in GCC Clause 69 and/or reflected in the Contract Price.

69. Price Adjustment

69.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The formulae indicated below applies:

\[ P = A + B \left( \frac{I_m}{I_o} \right) \]

where:

- \( P \) is the adjustment factor
- \( A \) and \( B \) are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and
- \( I_m \) is the Index during the month the work has been executed and
- \( I_o \) is the Index prevailing twenty-eight (28) days prior to the deadline for submission of Tender.

The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in Appendix to the Tender may be used.

70. Retention Money

70.1 The Procuring Entity may retain from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.

70.2 On completion of the whole of the Works, the first half of the total amount retained under GCC Sub Clause 70.1 shall be returned to the Contractor and the remaining second half after the Defects Liability Period has passed and the Project Manager has certified in the form of Defects Corrections Certificate.

70.3 On completion of the whole of the Works, the Contractor may substitute an irrevocable unconditional Bank Guarantee from any scheduled Bank of Bangladesh, in the format as specified (Form PW3-12), without any alteration, acceptable to the Procuring Entity for the second half of the retention money as stated under GCC Sub Clause 70.2.
71. Liquidated Damages  

71.1 Except as provided under GCC Sub Clause 83, if the Contractor fails to complete the Works and physical services within the Intended Completion Date or extended Intended Completion Date, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.

71.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

72. Bonus  

72.1 The Contractor shall be paid a Bonus calculated at the percent-rate per day if stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date. The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.

73. Advance Payment  

73.1 The Procuring Entity shall make advance payment, if so specified in the PCC, to the Contractor in the amounts and by the dates specified in the PCC against an irrevocable unconditional Bank Guarantee issued/endorsed by any scheduled Bank of Bangladesh in the format as specified (Form PW3-11), without alteration, and acceptable to the Procuring Entity of an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been amortized, but the amount of the Guarantee shall be progressively reduced by the amounts amortized by the Contractor. Interest will not be charged on the advance payment.

73.2 The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used for such specific purposes by supplying copies of invoices or other documents to the Project Manager.

73.3 The advance payment shall be amortized by deducting at proportionate rate from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works as specified in the PCC. No account shall be taken of the advance payment or its amortization in
assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

73.4 If the amortization of advance payment has not been completed by twenty-eight (28) days prior to the expiry date of the Guarantee stated under GCC Sub Clause 73.1, the Contractor shall correspondingly extend the validity of the Guarantee for a period so long the advance payment is fully amortized. The Bank Guarantee for advance payment shall be released when the same has been fully amortized.

74. Performance Security

74.1 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing/endorsing the Performance Security.

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

(a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her; and

(b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.

74.3 In the event as stated under GCC Sub Clause 74.2, the Contractor is liable to pay compensation under the Contract amounting to the full value of the security or more, the Procuring Entity may call the full amount of the security.

74.4 The Performance Security furnished at the time of signing of the Contract Agreement shall be substituted, after the issuance of certificate of Completion of works by the Project Manager, by a new Security covering fifty (50) percent amount of the Performance Security to cover the Defects Liability Period.

74.5 If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Contractor after the Defects Liability period has passed and the Project Manager has certified in the form of Defects Corrections Certificates and the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under this Contract. In the event this Contract is significantly below the updated official estimated cost or unbalanced as a result of front loading, the Procuring Entity shall call the full amount of the security in the circumstances stated under GCC Sub Clause 74.3.

75. Provisional Sums

75.1 Provisional Sums shall only be used, in whole or in part, in accordance with the Project Manager’s instructions.

75.2 Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 75.1
from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for profit, overhead and VAT, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate as specified in the PCC.

76. Dayworks

76.1 If applicable, the Day-work rates in the Contractor’s Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

76.2 All works to be paid for as Day-work shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be certified and signed by the Project Manager within seven (7) days of the works being done.

76.3 The Contractor shall be paid for Day-work subject to obtaining signed Day-work forms.

77. Cost of Refurbishments to Loss or Damages

77.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.

E. Completion of the Contract

78. Completion

78.1 The Contractor shall apply by notice to the Project Manager for issuing a Completion Certificate of the Works, and the Project Manager shall do so upon deciding that the work is completed.

79. Taking Over

79.1 The Procuring Entity shall take over the Site and the Works within seven (7) days of the Project Manager’s issuing a certificate of Completion.

80. Amendment to Contract

80.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract Price and any other changes acceptable under the conditions of the Contract.

80.2 The Procuring Entity shall amend the Contract, incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and, introduced to the original terms and conditions of the Contract.

81. Final Account

81.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Project Manager before the end of the Defects Liability Period.
81.2 The Project Manager shall certify the Final Payment within fifty six (56) days of receiving the Contractor’s account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

81.3 If it is not, the Project Manager shall issue within fifty six (56) days a Defects Liability Schedule that states the scope of the corrections or additions that are necessary.

81.4 If the Final Account of Works submitted under GCC Sub Clause 81.1 is unsatisfactory even after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

82. As-built Drawings and Manuals

82.1 If “As Built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.

82.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 82.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold a nominal amount specified in the PCC from payments due to the Contractor.

83. Force Majeure

83.1 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind stated below;

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

(b) rebellion, terrorism, sabotage by persons other than the Contractor’s personnel, revolution, insurrection, military or usurped power, or civil war;

(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel;

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity; and

(e) natural catastrophes such as fires, floods, epidemics, quarantine restrictions, freight embargoes, cyclone, hurricane, typhoon, tsunami, storm surge, earthquake, hill slides, landslides, and volcanic activities.

83.2 The Head of Procuring Entity decides the existence of a Force Majeure that will be the basis of the issuance of order for suspension of Works as stated under GCC Sub Clause 48.1.

84. Notice of Force Majeure

84.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force
Majeure, then it shall give notice, within fourteen (14) days after the party became aware, to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.

84.2 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

85. Consequences of Force Majeure

85.1 The Contractor shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

85.2 After receiving notice under GCC Sub Clause 84.1, the Project Manager shall proceed to determine these matters under the provisions of the Contract.

86. Release from Performance

86.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other party of such event or circumstance:

(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

(b) the sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under GCC Sub Clause 88.3 if the Contract had been terminated under GCC Sub Clause 87.3.

F. Termination and Settlement of Disputes

87. Termination

87.1 Termination for Default

(a) The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract. Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

(i) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not
been authorized by the Project Manager;

(ii) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within eighty four (84) days;

(iii) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(iv) the Contractor does not maintain a Security, which is required;

(v) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 71;

(vi) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;

(vii) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices, as defined in GCC Sub Clause 38, in competing for or in executing the Contract.

(viii) A payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within eighty-four (84) days of the date of the Project Manager’s certificate.

87.2 Termination for Insolvency

The Procuring Entity and the Contractor may at any time terminate the Contract by giving twenty-eight (28) days written 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.

87.3 Termination for Convenience

(a) The Procuring Entity, by giving twenty-eight (28) days written notice sent to the Contractor, 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 the Procuring Entity’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Procuring Entity shall not terminate the contract under GCC Sub Clause 87.3 (a) in order to execute
the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor as stated under GCC Sub Clause 87.1(a).

87.4 In the event the Procuring Entity terminates the Contract in whole or in part, the Procuring Entity shall accept the portion of the Works that are complete and ready for handing over after the Contractor's receipt of notice of termination of the Contract. For the remaining portion of the Works, the Procuring Entity may elect:

(a) to have any portion completed by the Contractor at the Contract terms and prices; and /or

(b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously procured by the Contractor, or

(c) except in the case of termination for convenience as stated under GCC Sub Clause 87.3, engage another Contractor to complete the Works, and in that case the Contractor shall be liable to the Procuring Entity for any cost that may be incurred in excess of the sum that would have been paid to the Contractor, if the work would have been executed and completed by him or her.

87.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as is reasonably possible.

87.6 The expiration of the Intended Completion Date under GCC Clause 44 and, the initiation of settlement of disputes like amicable or adjudication and arbitration under GCC Clause 92 shall not be deemed a termination of the Contract under GCC Clause 87.

88. Payment upon Termination

88.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 87.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and, further less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

88.2 If the Contract is terminated for reasons of Force Majeure, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include:

(a) the amounts payable for any work carried out for
which unit rates or prices are stated in the Contract;

(b) the cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity’s disposal;

(c) other costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

(d) the cost of removal of Temporary Works and Contractor’s Equipment from the Site; and

(e) the cost of repatriation of the Contractor’s staff and labour employed wholly in connection with the Works at the date of termination.

89. Property

89.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor’s default stated under GCC Sub Clause 87.1.

90. Frustration

90.1 If the Contract is frustrated by the occurrence of a situation of Force Majeure as defined in GCC Sub Clause 83, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which a commitment was made.

G. Claims, Disputes and Arbitration

91. Contractor’s Claims

91.1 If the Contractor considers himself to be entitled to any extension of the Completion Time and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Procuring Entity, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty-eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.

91.2 If the Contractor fails to give notice of a claim within such period of twenty-eight (28) days, the Intended Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim.
91.3 Within forty two (42) days after the Contractor became aware or should have become aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, for settlement.

92. Settlement of Disputes

92.1 Amicable settlement

The procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

92.2 Adjudication

(a) If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of notification of the Project Manager’s decision in writing.

(b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party.

(c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.

(d) The Contractor shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments.

(e) Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor the Adjudicator shall be designated by the Appointing Authority within fourteen (14) days of receipt of a request from either party as stated under GCC Sub Clause 92.2 (b)

92.3 Arbitration

(a) If the parties are unable to reach a settlement as per GCC Clauses 92.1 and 92.2 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 in accordance with GCC Sub Clause 94.3(b).

(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.

4. Particular Conditions of Contract

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 1.1(k)</td>
<td>The Contractor is: [Name, address, and name of authorized representative]</td>
</tr>
</tbody>
</table>
| GCC 1.1(gg) | The Procuring Entity is Bangladesh Power Development Board (BPDB)  
“BOARD” means Bangladesh Power Development Board (BPDB)  
“Engineer” means Directorate of Design & Inspection-I, Bangladesh Power Development Board or Consulting firm for the time being or from time to time duly appointed by the Board and whose authority shall be notified in writing to the Contractor by the Board and who is acting on behalf of the Board as Engineer for the purpose of the Contract and includes such other person (if any) to whom the Engineer’s authority may have been lawfully delegated pursuant to the Contract  
Name & Address of authorized representative:  
The Director,  
Directorate of Purchase  
Bangladesh Power Development Board  
WAPDA Building (9th Floor),  
Motijheel C/A, Dhaka -1000, Bangladesh.  
Ph: +02-9550532; Fax: +02-7126151  
e-mail: dir.purchase@bpdb.gov.bd  
Consignee: Chief Engineer, Raozan 400 MW ± 10% Combined Cycle Power Plant or Project Director, Construction of 400 MW ± 10% Combined Cycle Power Plant at Raozan, Chattogram |
<p>| GCC 1.1(hh) | The Project Manager is: Chief Engineer, Raozan 400 MW ± 10% Combined Cycle Power Plant or Project Director, Construction of 400 MW ± 10% Combined Cycle Power Plant at Raozan, Chattogram |
| GCC 1.1 (cc) | The original Contract price is [..........................] |
| GCC 1.1(z) | The Intended Completion date for the whole scope under this LTSA contract shall be: Supply of Spares, Hardware &amp; Consumables for Schedule Inspection of Gas Turbine, Generator and GTG unit self-auxiliaries and all schedule &amp; un-schedule maintenance work for Gas Turbine, Generator and |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 1.1(II)</td>
<td>The Site is located at Raozan 400 MW ± 10% Gas Based Combined Cycle Power Plant Project, Raozan, Chattogram, Bangladesh; and is defined in drawings No: Not Applicable</td>
</tr>
<tr>
<td>GCC 1.1(oo)</td>
<td>The Start Date shall be: Immediately after LTSA Contract signing.</td>
</tr>
<tr>
<td>GCC 1.1(ss)</td>
<td>The Works consist of: As mentioned in Section-7, General Specification</td>
</tr>
</tbody>
</table>
| GCC 2.5 | The Sectional Completion Dates are:  
  
  **(a)** Each CI, HGPI and MI or its equivalent Schedule inspection of Gas Turbine, Generator & GTG unit Self-auxiliaries will be treated as an Individual Turn-Key Works:  
  
  i. Spares including New/ Refurbished spares, hardware and consumables for each CI, HGPI and MI or its equivalent inspection for Gas Turbine & self-auxiliaries have to be supplied at Raozan 400 MW ± 10% Combined Cycle Power Plant Store at least 30 days prior to the schedule shut down of the GTG unit for respective inspection.  
  
  ii. Spares, hardware and consumables for each schedule inspection for Generator & self-auxiliaries have to be supplied at Raozan 400 MW ± 10% Combined Cycle Power Plant Store at least 30 days prior to the schedule shut down of the GT unit for respective inspection.  
  
  iii. Required works for each CI, HGPI and MI or its equivalent inspection for Gas Turbine & self-auxiliaries has to be completed within the time frame as per OEM guideline (Detail guideline of each inspection with time frame from OEM to be submitted with the LTSA proposal) including Testing & Commissioning and ICO from the date of schedule shut down of the Unit.  
  
  iv. Required works for each schedule inspection for Generator & self-auxiliaries has to be completed within the time frame as per OEM guideline (Detail guideline of each inspection with time frame from OEM to be submitted with the LTSA proposal) including Testing & Commissioning and ICO from the date of schedule shut down of the Unit.  
  
  **(b)** For Unscheduled break down maintenance works for Gas Turbine, Generator & GTG Self-auxiliaries :  
  
  Unscheduled break down maintenance works will be as per on call basis from the Commencement date and shall be ended as per approved schedule of the Employer as per OEM’s Guideline.  
  
  **(c)** For Remote Monitoring System (RMS):  
  
  Remote Monitoring shall be done from the Commencement date and shall be ended at the end of 7 years. |
| GCC 3.1 | The Procuring Entity’s address for the purpose of communications under this contract is : The Director  
  Directorate of Purchase  
  Bangladesh Power Development Board |
GCC 6.1 GCC Clause 6.1 will be preplaced as follows:
The following documents forming the Contract shall be interpreted in the following order of priority:
  a. the signed Contract Agreement
  b. Power of Attorney
  c. Final Price Schedule
  d. Vetting from concerned ministries
  e. Minutes of Pre-contract discussion meeting(s) if any,
  f. Letter of Acceptance of “Notification of Award”
  g. the Notification of Award
  h. Approval of GoB
  i. All correspondences between BPDB and Contractor prior to signing of the Contract agreement.
  j. the Particular Conditions of Contract
  k. the General Conditions of Contract
  l. Financial LTSA proposal
  m. Technical LTSA proposal

GCC 9.1 A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel and countries having no diplomatic relation with Bangladesh.

GCC 9.2 Materials, Equipment Plants and supplies shall not have their origin in the following countries: Israel and countries having no diplomatic relation with Bangladesh.

GCC 13.1 Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s): After signing of Contract Agreement.

GCC 18.1 Taxes and Duties
  a) Bangladesh Income tax and VAT for Income Earned in Bangladesh
  i) The Supplier shall be entirely liable to pay Income Tax & VAT on Contract
price for both foreign (Except CIP i.e. FOB, insurance, Freight up to place of destination) & local currency according to the Income Tax ordinance 1984 & VAT Act. 1991 at prevailing rate (Seven (07) days before the last date of tender submission) of the Govt. which shall be deducted at source at the time of payment of bills/invoices for onward deposition of the same into Govt. Treasury. In case of any change of Tax & VAT rate on the date of payment that will be on account of employer i.e. BPDB.

ii) The Employer shall pay AIT & VAT on CFR portion at the payment stage (If applicable).

b) For Contractor’s equipment, materials imported on re-exportable basis

The Contractor shall be entirely responsible for all Bangladesh Custom and Import duties, VAT, taxes and all other levies imposed under applicable law of Bangladesh for Importation of Contractor’s Construction equipment, tools and materials required for implementation of the contract in Bangladesh which shall be imported on the condition to be exported after completion of the work, if the same are not exempted from such taxes, VAT & levies. The Board shall assist to the contractor to obtain exemption from NBR [National Board of Revenue] for import of the contractor’s equipment and materials on the basis of re-export.

c) Foreign Country Taxes and Permits

The Contractor shall pay all sales, income and other taxes and duties, tariffs and imports that can be lawfully assessed against the contractor by the Government or any lawful authority of any country other than the people's Republic of Bangladesh which has jurisdiction over the contractor in connection with this contract and shall pay for all licenses permits and inspection required for the work including the cost or securing all export licenses and permits for materials, equipment, supplies and personnel exported from that country to Bangladesh.

d) Import related DUTY, VAT, LEVIES and other Taxes for permanent materials of the work

The Contractor shall obtain all import permits or licenses required for any part of the work within the terms stated in the program or if not so stated, in reasonable time having regard to the time for delivery of the work and the time for completion. The Board shall be responsible for the payment of import related duties, VAT, taxes and all sort of charges etc. to be imposed by the port as well as other Gov. agencies inside Bangladesh for the goods as well as spares/ consumables to be imported in accordance with the specification. The Board shall provide its extreme effort to pay such taxes in a timely manner to avoid any extra cost thereon. The contractor shall submit to the owner 5 (five) copies of non-negotiable shipping document ahead of shipment for arranging payment of such taxes and clearing the materials in time.

The Board shall not bear any expenditure on account of import of cement, if any, by the Contractor.

Normally, equipment and materials that will be incorporated in the permanent works shall be transported by vessel. If the Contractor decides to air freight any items, the excess freight beyond freight of vessel or excess inland transportation or any other additional cost on account of air freight shall be borne by the Contractor.
### e) Contractor's Responsibility to get acquainted with Bangladesh Laws, Import policy, etc.

The Contractor shall get himself acquainted with the relevant Bangladesh Laws as well as the Import Policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned items, if any, during the execution of the Contract. In case of import of any banned items and/or contraband item, the consequential effect shall rest with the Contractor. Similarly the Contractor shall be responsible for any non-conformance of Bangladesh Laws either by his own employees or any of the employees of his Subcontractors during execution of the Contract.

### GCC 19.1

Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor:

**Same or higher qualified and experienced personnel as mentioned in 6.0 Project Manager, Service Experts (Engineers) & Other Staff**

### GCC 20.3

Nominated Subcontractor(s) named below: *Not Applicable*

### GCC 22.1

The Contractual matters between the Procuring Entity and the Contractor shall be decided by Project Manager

### GCC 36.1

The Contractor shall arrange the Insurance with Bangladesh Sadharan Bima Corporation, Bangladesh in joint name of BPDB and the Contractor and policies shall be taken in freely convertible currency. The minimum insurance cover shall be:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is Tk 100% of the value of the works, plant and materials.</td>
</tr>
<tr>
<td>(b)</td>
<td>The maximum deductible for insurance of the Works and of Plant and Materials is: <em>Not Applicable</em></td>
</tr>
<tr>
<td>(c)</td>
<td>The minimum cover for loss or damage to Equipment is Tk 100% of the replacement value of the equipment</td>
</tr>
<tr>
<td>(d)</td>
<td>The maximum deductible for insurance of Equipment is Tk <em>[state amount]</em>: <em>Not Applicable</em></td>
</tr>
<tr>
<td>(e)</td>
<td>The minimum cover for other property is 10% of contract price.</td>
</tr>
<tr>
<td>(f)</td>
<td>The maximum deductible for insurance of other property is: <em>Not Applicable</em></td>
</tr>
</tbody>
</table>
| (g) | The minimum cover for personal injury or death:  
  (i) for the Contractor’s employees is as per the law and common practice in Bangladesh.  
  (ii) and for third parties is as per the law and common practice in Bangladesh. |
<table>
<thead>
<tr>
<th>GCC 39.1</th>
<th>Commencement Date of Works shall be as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Date of Contract Sign for Supply of Spares &amp; Consumables and Required Works for Schedule Maintenance (CI, HGPI &amp; MI or its equivalent inspections) &amp; Un-schedule Maintenance of GTG unit &amp; their self-auxiliaries for 7 (seven) years under 'Long Term Service Agreement (LTSA)' from the Original Equipment Manufacturer (OEM) and after issuance of the Operational Acceptance Certificate of the Plant for the EPC turnkey Power Plant Project.</td>
</tr>
<tr>
<td>B.</td>
<td>For individual Turn-Key Works and other spares supply which comes later-</td>
</tr>
<tr>
<td></td>
<td>i. Date of Issuance of Purchase Order (PO).</td>
</tr>
<tr>
<td></td>
<td>ii. Date of Submission of Performance Guarantee (PG).</td>
</tr>
<tr>
<td></td>
<td>iii. Date of opening of L/C.</td>
</tr>
</tbody>
</table>

| GCC 40.1 | The Intended Completion Date of the Works shall be: 7 (seven) years of GTG unit & their self-auxiliaries for Raozan 400 MW ± 10% Combined Cycle Power Plant, Raozan, Chattogram after Operational Acceptance Certificate. |

| GCC 41.1 | The Contractor shall submit a Programme for the Works within Thirty (30) days of signing the Contract. |

| GCC 41.2 | The period between Programme updates is Thirty (30) days if required. |

| GCC 41.3 | The amount to be withheld for late submission of an updated Programme is: As decided by Project Manager |

<table>
<thead>
<tr>
<th>GCC 51</th>
<th>Post landing inspection for supply of Spares and Consumables for each inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Post Landing Inspection shall be done after arrival of the goods at Final destination. The Post Landing Inspection shall be intimated to the representative of Contractor. The program of such inspection shall be intimated to the representative of Contractor by BPDB upon arrival of the goods at Final destination Store of BPDB. &quot;Receiving cum Inspection Report&quot; will be prepared after successful Post Landing Inspection.</td>
</tr>
<tr>
<td>(b)</td>
<td>The Purchaser has right to inspect, test and where necessary, reject the Goods arrival in the purchaser's store shall in no way be limited or waived by reason of the Goods having previously been tested and passed by the manufacturer/supplier. The Contractor will facilitate such Inspections/ Tests.</td>
</tr>
<tr>
<td>(c)</td>
<td>Nothing in this clause shall in any way release the Contractor from any warranty or other obligation under the provisions of the contract/ purchase order(s).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC 53</th>
<th>Witnessing of manufacturing process and tests of the equipment/materials, hardware and new/ refurbished spares at manufacturers' works including transfer of technical know-how for supply of New/ Refurbished Spares and Hardware for each CI, HGPI and MI or equivalent Schedule Inspection of Gas Turbine:</th>
</tr>
</thead>
</table>
| | It is agreed by the Contractor that BPDB shall send its personnel to carry out witnessing of manufacturing process and tests of concerned equipment/materials and spares at manufacturers' works including transfer of technical
know-how and engage a few personnel to inspect the work to be performed at Site under this Contract for compliance with the Contract requirements. The Contractor shall furnish all reasonable aid and assistance required by BPDB or inspectors, for the proper inspection and examination of the work and all parts thereof.

The Contractor shall also bear the cost of round air tickets, hotel accommodations, internal transportations and per diem allowances @ USD 100.00 per person per day for 07 days (excluding travel time) for the witnessing of manufacturing process and tests of concerned equipment/materials, hardware and new/refurbished spares at manufacturers' works including transfer of technical know-how. The number of such BPDB Engineers will be 02 (two) for each CI, HGPI and MI or equivalent schedule Inspection of Gas Turbine for the witnessing of manufacturing process and tests of concerned equipment/materials and spares at manufacturers' works including transfer of technical know-how provided that all goods for the said test witnessing shall be ready at a time. Otherwise number of such personnel will increase depending on number of readiness of the goods. For foreign manufacturer, Invitation letter from the manufacturer should be submitted to the Purchaser at least 03 (three) months prior to the schedule date of the witness and tests.

The Contractor shall obey the directions of BPDB or its designated persons when they are consistent with the obligations of this Contract should the Contractor object to any order given by any BPDB's designated person, the Contractor may make written appeal to BPDB for its decision.

The representatives of BPDB shall be free at all times to perform their duties and any intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees shall be sufficient reasons if BPDB so decides, to terminate the Contract.

Such witnessing/inspection shall not relieve the Contractor from any obligation to perform the work in accordance with the Contract Documents.

Work not so constructed shall be removed and made good by the Contractor at his own expenses.

The programme of witnessing of manufacturing process, factory test and technical know-how transfer shall cover the following:

i) Introduction to the Equipment and Materials.

ii) Familiarization with Production Line/Cycle and equipment used in such Cycle.

iii) Standard of Production.

iv) Production Procedure of the equipment.

v) Quality Control System of produced equipment and goods.

vi) Familiarization Standard of Testing Equipment.

vii) Testing Procedure of the equipment manufactured.

viii) Witnessing of Test as per standard and requirements of Contract Document.

ix) Trainees will have to ensure and certify that the test results observed qualify the standard specified in the contract.

x) Operation & Maintenance of the equipment after using it in the system of BPDB.
xi) Any other related matters with Test of Equipment.

<table>
<thead>
<tr>
<th>GCC 56.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Defects liability/ warranty shall cover the following:</strong></td>
</tr>
<tr>
<td>The Contractor warrants for each schedule inspections of Gas Turbine, Generator and GTG unit self-auxiliaries furnished under this Contract will be as specified and will be free from defects in design to the extent the Contractor is responsible for design, workmanship and material. The warranties contained in this Contract Document are in lieu of any other warranties and are the only warranties made by Contractor with respect to the materials, equipment and work. If within the warranty period set forth below any part of the material or work fails to meet the warranty, BPDB will notify the Contractor and the Contractor shall promptly correct any defect including non-conformance with specifications by adjustment, Refurbished or replacement of any and all defective parts or materials.</td>
</tr>
</tbody>
</table>

Unless otherwise specified the Defects liability period/ warranty period hereunder shall begin from the date of issuance of Provisional Acceptance Certificate (PAC) by BPDB -

For schedule maintenance i.e. each CI, HGPI, MI or its equivalent schedule inspection of Gas Turbine, Generator & Self-auxiliaries of GTG unit as individual Turn-Key Works with supply/refurbish of spares and other Works shall end after **12 (Twelve) months or 7000 Operating hours** which comes earlier;

The Contractor shall pay all costs for correction of defects including shop and field labor and supervision, transportation, parts, supplies, all tackles and special tools.

The Contractor will be given an opportunity to check the existence of the defect and he shall promptly do the correction within reasonable time. This section states the limit of the Contractor's liability for defects for which he is responsible.

When it is necessary to dismantle piping, ducts, machinery, equipment or other work furnished or performed by the Contractor in order to obtain access to the work, the cost of all such dismantling and re-assembling will be paid by the Contractor.

The Contractor shall extend the provisions of this warranty to cover all expert service/ works including supply of spares furnished under the Defects liability/ warranty provisions for a period of ending after **12 (Twelve) months or 7000 Operating hours** which comes earlier from the date of issuance of PAC for schedule maintenance i.e. each CI, HGPI, MI or its equivalent schedule inspection as individual Turn-Key Works with supply new/refurbish spares and other works for GTG unit & their self-auxiliaries; from the date of repair, replacement, commissioning thereof.

If within **twenty (20) days** after BPDB gives the Contractor notice of a defect, the Contractor neglects to make or undertake with due diligence to make the necessary corrections, BPDB is hereby authorized to make the corrections himself or order the work to be done by a third party and cost of the corrections shall be paid by the Contractor. BPDB will be permitted to make Refurbished or expert service/ works without affecting the warranty or without prior notice to the Contractor so long as the Refurbished or replacements involve the correct installation of spares. BPDB shall also be permitted to adjust or test equipment as outlined in instruction manuals provided by the
manufacturer.

In the case of an emergency where in the judgment of BPDB the delay resulting from giving formal notice would cause serious loss or damage which could be prevented by immediate action, defects may be corrected by BPDB or a third party chosen by BPDB without giving prior notice to the Contractor and cost of corrections shall be paid by the Contractor. In the event, such action is taken by BPDB, the Contractor will be notified promptly and the Contractor shall assist wherever possible in making the necessary corrections.

The Contractor shall extend the provisions of the Defects Liability Period to cover all Refurbished and expert service/works furnished under the Defects Liability Period.

**GCC 65.1 Payments**

Payments under this Contract shall be effected in the currency of the Tender for Foreign Currency and in Taka for local currency. Foreign currency payments shall be made through Letter of credit (L/C) and local currency through transfer of fund to Contractor's account or through cheque. Local currency shall be made through accounts office of the Procurement Entity or through CP & AA cell of BPDB.

The charges within Bangladesh for establishment of the L/C shall be borne by BPDB but the L/C charges outside Bangladesh shall be borne by the Contractor. The Contractor shall have to bear all such charges both inside and outside Bangladesh in case of extension of L/C if done at the request of the contractor. An irrevocable L/C shall be opened by BPDB within 30 days upon signing of the Contract. BPDB shall pay to the Contractor in the following manner:

**a) Payments against CIP value of the Equipment/materials, spares and consumables (Foreign currency part of Schedule 8A, 8B & 8C):**

1) 60% (sixty percent) payment within 30 days upon contractor’s presentation of shipping documents to the negotiating bank and issuance of payment advice by the Director, Purchase of BPDB for each consignment.

2) 20% (twenty percent) payment upon presentation of Board’s “Receiving cum Inspection Report” for each consignment delivered at site and an invoices/claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

3) 10% (ten percent) upon issuance of the Provisional Acceptance Certificate and an invoices/claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

4) 10% (ten percent) upon issuance of the Final Acceptance Certificate and an invoices/claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

**b) Payment for Required Works (Foreign currency part and local currency part; Schedule 8D, 8E & 8F):**

1) 80% (eighty percent) payment upon monthly progress according to the progress of the work at site and provided that the work is performed satisfactorily and in accordance with the stipulations of the contract documents against submission of invoices/claim bill duly verified by
consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

2) **10% (ten percent)** upon issuance of the Provisional Acceptance Certificate and an invoices/claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

3) **10% (ten percent)** upon issuance of the Final Acceptance Certificate and an invoices/claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

c) **Payment for Remote Monitoring (RMS) (Foreign currency part and local currency part; Schedule 9):**

**100% (hundred percent)** payment upon submission of quarterly Health Check-up Report to BPDB and an invoices/claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

**d) Unscheduled/ break down maintenance wroks (on-call basis after Defect Liability Period of CCPP) (Foreign currency part and local currency part; Schedule 10):**

**100% (hundred percent)** payment upon submission of REPORT according to the progress of the work at site and provided that the work is performed satisfactorily and in accordance with the stipulations of the contract documents against submission of invoices/claim bill including enclosure of attendance certificates & the information of working hour, no of personnel duly verified by consignee certified by the Engineer and issuance of payment advice by the Director, Purchase of BPDB.

Payment shall be made on man-hour basis after completion of at least 30 man-hour or every 06 (six) months interval whichever comes earlier.

**Note:** In unscheduled/ breakdown maintenance works, if Expert will fail to complete the assignment for which he/she is called (other than Schedule Maintenance i.e. CI, HGPI & MI or equivalent inspection as individual Turn-Key Work's Scope), payment shall be null by BPDB for such un-successful unscheduled/ breakdown maintenance works.

**Procedure for Progress payment against Service :**

On or about the first day of each month the Contractor will prepare a bill in prescribed form of the value (As per Breakdown estimate) of the service done up-to such date. The estimated cost of service which, do not conform to the specifications will be deducted from the billed amount. Payment will be made to the Contractor as stipulated above. Such intermediate payment shall be regarded as payment by way of advance against the final payment for work actually done and shall not preclude the requiring of bad, unsound and imperfect work to be removed and reconstructed. Such payments shall not be considered as admission that the Contract performance has been completed nor shall it indicate the accruing or any claim, or shall it conclude, determine or affect in any way the powers of BPDB under this Contract to final settlement and adjustment of the account or in any other way vary or affect the Contract.
**Contractor's Breakdown Estimate:**

The Contractor shall prepare and submit to the Consignee for approval a breakdown estimate for and covering each lump-sum price stated in the Contract. The breakdown estimate, showing the value of each kind of service shall be certified by Consignee and approved by the Engineer before any partial payment estimate is prepared. Such items as bond premium, temporary facilities and plant may be listed separately in the breakdown estimate, provided that their cost can be substantiated.

The sum of the items listed in any breakdown estimate shall equal the Contract lump-sum price or prices, overhead and profit shall not be listed as separate items.

**Note:** The Contractor shall pay any local and state taxes, fees or charges whatever imposed or to be imposed on the Maintenance Experts/ Specialists and their personal effects during their stay in Bangladesh under the Contract & Appendixes as per the prevailing rules of Bangladesh. The Contractor shall furnish necessary statements in this regard.

<table>
<thead>
<tr>
<th>GCC 65.3</th>
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</thead>
<tbody>
<tr>
<td>The particulars of the Bank Account nominated are as follows:</td>
</tr>
<tr>
<td>Title of the Account : [will be inform later on]</td>
</tr>
<tr>
<td>Name of the Bank : [will be inform later on, if any]</td>
</tr>
<tr>
<td>Name of the Branch : [will be inform later on, if any]</td>
</tr>
<tr>
<td>Account Number : [will be inform later on]</td>
</tr>
<tr>
<td>Address : [will be inform later on]</td>
</tr>
<tr>
<td>Tel :</td>
</tr>
<tr>
<td>Fax :</td>
</tr>
<tr>
<td>e-mail address :</td>
</tr>
</tbody>
</table>

[Information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]

<table>
<thead>
<tr>
<th>GCC 66.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor shall not be paid interest on the late/ delayed payment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC 67.1(k)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following additional events shall also be the Compensation Events: <em>None</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC 69.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>All the Price/ Amount/ Payment shall be escalated or adjusted in accordance with the following formula or as per mutual agreed basis by the Owner and Contractor:</td>
</tr>
</tbody>
</table>

**Price escalated or adjusted formula:**

\[ P_n = P_o \times \left( \frac{L_n}{L_o} \right) \]

- \( P_n \) = The adjusted price, being the price(s) to be paid for the scope (Price Schedule at the time when the same are ordered pursuant to the terms of the Contract.
- \( P_o \) = The Price set forth in the Price Schedule
- \( L_n \) = The last published average calendar year indices *at the time of Ordering*, of the OECD Major Seven (G7) average Consumer Price Index* (CPI), Base Index 2010=100. ALL ITEMS TOTAL.
\( L_0 = \) The last published average calendar year indices at the time of LTSA offer submission of the OECD- Major Seven (G7) average Consumer Price Index\(^{**}\) (CPI), Base Index 2010=100\(^{***}\). ALL ITEMS TOTAL.

*) This index is based on the main economic indicators issued by the OECD, Paris on a yearly basis.

**) The latest published sheets on www.oecd.org

***) The current OECD Base (Measure) Index in 2010=100.

OECD stand for: “Organization for Economic Co-operation and Development”

For Example Only:

Bellow a sample calculation is done for a LTSA, which was signed in November’2017 and LTSA offer submitted on July’2017.

\[
P_0 = 1000.00 \\
L_0 = 100.0 \\
L_n = 102.7 \\
\]

\[
P_n = 1000 \times \left( \frac{102.7}{100.0} \right) \\
= 1027 \text{ Euro}
\]

<table>
<thead>
<tr>
<th>Subject</th>
<th>CPI: 01-12 - All items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure</td>
<td>Index</td>
</tr>
<tr>
<td>Frequency</td>
<td>Annual</td>
</tr>
<tr>
<td>Time</td>
<td>2016</td>
</tr>
<tr>
<td>Country</td>
<td>Unit</td>
</tr>
<tr>
<td>United Kingdom</td>
<td></td>
</tr>
<tr>
<td>United States</td>
<td></td>
</tr>
<tr>
<td>Euro area (19 countries)</td>
<td></td>
</tr>
<tr>
<td>European Union (28 countries)</td>
<td></td>
</tr>
<tr>
<td>G7</td>
<td></td>
</tr>
<tr>
<td>OECD – Europe</td>
<td></td>
</tr>
</tbody>
</table>

N.B:

1. Price escalation limit will be 0-5%.

2. Contractor may submit alternate proposal for Price escalation or adjustment which is internationally accepted. The alternate proposal for Price escalation or adjustment will be finalized on mutual agreed basis by the Owner and the Contractor.

GCC 70.1 The proportion of payments to be retained is: As mentioned in PCC (GCC 66.1)
GCC 71.1

**A. LD for Delay in spares delivery and completion**

1. The amount of Liquidated Damages is @ 0.1% (Zero point one percent) of the contract price for the undelivered items for per day delay of delivery at Final Destination.

2. The amount of Liquidated Damages is @ 0.2% (Zero point two percent) of the total contract amount of individual Turn-key Works for per Day delay of Completion of the whole works of the respective individual Turn-key Works.

**N.B.** The maximum amount of Liquidated Damages for the uncompleted supply & Works or any part thereof is 10% (ten percent) of the contract amount for individual inspection/ individual Turn-key Works.

**B. LD for not meeting Output & Heat Rate**

1. The amount of Liquidated Damages is @ 1% (one percent) of the contract amount of individual Turn-key Works for decreasing 1 MW or part thereof Guaranteed Output of GTG unit considering the degradation factor as per OEM.

2. The amount of Liquidated Damages is @ 1% (one percent) of the contract amount of individual Turn-key Works for exceeding 1% or part thereof of Guaranteed Heat Rate (LHV of fuel) at 100% load of GTG unit considering the degradation factor as per OEM.

**N.B.** The maximum amount of Liquidated Damages for failure of Output & Heat Rate is 10% (ten percent) of the contract amount for individual inspection/ individual Turn-key Works.

**C. Penalty for not meeting plant availability**

The Availability of GTG unit shall be more than or equal to 85%. If the GTG Unit fails to achieve 85% of availability due to the reason attributable to the GTG unit & their Self Auxiliary only, the Contractor shall pay to the Employer Liquidated Damage as follows:

1.0% (one percent) of the contract amount of individual Turn-key Works for decreasing availability by 1% or part thereof 85%. At the end of every month, unit operation/ shutdown report will be prepared by the Manager of the Power station after completing of first individual schedule inspection and penalty will be imposed on the contractor on yearly basis by averaging the monthly availability of GTG unit as per formula mentioned bellow:

"Availability" – means the monthly availability of the Dependable Capacity of the Facility for Dispatch by the Control Centre, calculated in accordance with the following formula:

\[
AF_m = \frac{(C \times \text{hours in the Month} - (\sum \text{MOcap} \times \text{MOH} + \sum \text{FOcap} \times \text{FOH} + \sum \text{SOcap} \times \text{SOH}))}{C \times \text{hours in the Month}}
\]

Where:

- **C** = Declared Capacity of GTG unit after each Schedule Inspection considering the degradation factor as per OEM.
- **MOcap** = capacity reduction during Unscheduled Maintenance Outage
- **MOH** = Unscheduled Maintenance Outage hours
- **FOcap** = capacity reduction during Forced Outage
- **FOH** = Forced Outage hours
- **SOcap** = Capacity reduction during Scheduled Outages
- **SOH** = Scheduled Outages hours
| GCC 72.1 | The Bonus for the whole of the Works is: **None** |
| GCC 73.1 | The Advance Payment shall be Tk.: **None** |
| GCC 73.3 | Advance Payment shall be amortized at the rate of: **Not Applicable** |
| GCC 75.2 | The percentage for adjustment of Provisional Sums is: **None** |
| GCC 78.1 | After completion of each schedule inspection i.e. CI, HGPI, MI or its equivalent inspection for Gas Turbine, Generator & GTG unit Self-auxiliaries as individual Turn-Key works, Provisional Acceptance Certificate (Completion Certificate) shall be issued as stated below: **Provisional Acceptance Certificate (PAC)** |

The work shall not be considered as complete provisionally until a PAC has been issued by the BOARD for the work and delivered to the Contractor. **The PAC will be issued only after the successful final inspection and performance test has been carried out by a team of representatives of the Contractor and witness and accepted by the PAC committee of BPDB formed by the competent authority of BPDB and the work has been judged complete and in compliance with the Contract Documents after the successful final inspection and performance test.**

The test shall be performed as specified in the applicable Technical Requirements. Necessary testing equipment will be supplied by the Contractor. The final inspection and the performance test of equipment and the subsequent issuance of the PAC shall not be construed as a release to the Contractor from any Contractual liability or responsibility, such release being subject only to the provisions of the Release of Liability clause PCC [New clause GCC 98]. BPDB may take over completed portions of the work, prior to completion of the Contract, by written notice to the Contractor.

After completion of each schedule inspection i.e. CI, HGPI, MI or its equivalent inspection for Gas Turbine, Generator & GTG unit Self-auxiliaries as individual Turn-Key works, the Contractor shall provide a written notice to Consignee to fix a date for final inspection. The consignee shall arrange a date for inspection and witnessing the operation of generating unit immediately after receiving written notice from the Contractor.

The Provisional Acceptance Certificate shall not be unreasonably withheld nor shall BPDB delay the issuing of the PAC on account of minor omissions or defects, which do not affect the commercial operation without any serious risk to the plant, provided always that the Contractor undertakes to make good such omission and defects within a reasonable time. From the date of final inspection and test of completed works, at least three (3) weeks time should be taken for observation to the outcome of the work, after which Provisional Acceptance Certificate should be issued for the work, signed and dated by the Consignee and the Engineer and delivered to the Contractor, provided that no omissions or defects are found which may affect the commercial operation of the plant.

The final inspection and test will commence upon a written notice from the Contractor stating that for each Schedule Inspection i.e. CI/ HGPI/ MI or its equivalent inspection for Gas Turbine, Generator & GTG unit self-auxiliaries.
as individual Turn-Key works has successfully completed followed by continuous commercial operation at different loads including full load (subjected to NLDC's provision) for around 72 hours without any trouble after completion of the works of each Schedule Inspection i.e. CI/ HGPI/ MI or its equivalent inspection Services/ Works for Gas Turbine, Generator & GTG unit self-auxiliaries. Effective date of Provisional Acceptance certificate (PAC) will be start date of successful 72 hours continuous commercial operation of the unit without any trouble at different load including full load. **Performance Guarantee (PG) Test shall be as per 13. Performance and Acceptance Tests.** Necessary testing & measuring equipment will be supplied by the Contractor.

After completion of the Defects Liability Period/ Warranty period, Final Acceptance Certificate shall be issued as mentioned below:

**Final Acceptance Certificate (FAC)**

The work shall not be considered as completed until a Final Acceptance Certificate (FAC) is issued by the BOARD on the basis of the successful report of FAC committee formed by the competent authority stating that all work has been finally completed to their satisfaction. The Final Acceptance Certificate (FAC) will be given by the consignee latest twenty eight (28) days after the expiration of the Defects liability period or if different guarantee periods shall become applicable to different parts of the work, after the expiration of the latest of such periods and as soon as any and all work to be made good is completed to the satisfaction of the Consignee/ Project Manager and the competent Authority.

| GCC 82.1 | The date by which “as-built” drawings are required is : Within one month from the date of PAC |
| GCC 82.2 | The amount to be withheld for failing to produce “as-built” drawings and/or operating and maintenance manuals by the date required is :
No money will be withheld but Final Acceptance Certificate shall not be issued until the submission of “as-built” drawings and/or operating and maintenance manuals |
<p>| GCC 88.1 | The percentage to apply to the contract value of the works not completed, representing the Procuring Entity’s additional cost for completing the uncompleted Works, is twenty (20%) percent. |
| GCC 92.2 (b) | The Adjudicator jointly appointed by the parties is: Will be appointed as and when necessary. Name: Address: Tel No: Fax No: e-mail address: |</p>
<table>
<thead>
<tr>
<th>Clause</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 92.2(b)</td>
<td>In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).</td>
</tr>
<tr>
<td>GCC 92.3(b)</td>
<td>The arbitration shall be conducted in the place mentioned below; Dhaka, Bangladesh</td>
</tr>
<tr>
<td>New Clause GCC 93</td>
<td><strong>Approval of Engineering Data: (Where applicable)</strong> Five (5) copies of each drawings and necessary data shall first be submitted to Engineer. Two copies of drawings and data shall be returned to the Contractor marked “APPROVED” &quot;APPROVED AS NOTED&quot;, &quot;RETURNED FOR CORRECTION&quot; within 21 days after receipt from the Contractor. If drawings submitted for approval are not returned within 21 days after receipt by the Engineer, the Contractor shall notify Engineer of such fact, and if the drawings still have not been returned within 15 days after such notice the Contractor may proceed as if drawings have been returned approved. When the drawings and data are returned marked &quot;APPROVED AS NOTED&quot; or &quot;RETURNED FOR CORRECTION&quot; the corrections or changes shall be made and five (5) revised copies shall be submitted to Engineer. Two copies of the revised drawings and data will be returned to the Contractor by (15) days from the receipt of the same with due approval, if not anything otherwise specified. The approval by the Engineer of drawing and data submitted by the Contractor will cover only general conformity to the plans and specifications and the external connections and dimensions which affect the plant arrangement. This approval of drawings returned marked &quot;APPROVED&quot; or &quot;APPROVED AS NOTED&quot; will not constitute a blanket approval of all dimensions, quantities and details of the materials, equipment, device or item shown and does not relieve the Contractor from any responsibility for errors or deviations from the Contract requirements. All drawings and data after final procession by BPDB shall become a part of the Contract document and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by BPDB When the work is completed, two copies of all final approved drawings on AO Size Paper and 1 (One) soft copy shall be sent by the Contractor to the Consignee/ Project Manager. <strong>Approval of Key Personnel:</strong> The Contractor shall submit detail CV, at least thirty (30) days before each CI/HGPI/ MI or its equivalent inspection for Gas Turbine, Generator &amp; GTG unit self- auxiliaries to Engineer and Project Manager for the approval of the key personnel. Contractor proposed key personnel qualification &amp; experience shall be same or higher than the qualification &amp; experience mentioned in the 6.0 Project Manager, Service Experts (Engineers) &amp; Other Staff. If the proposed key personnel is not acceptable to the BOARD then contractor will re-submit the CV of the exchanged proposed key personnel within seven (07) days.</td>
</tr>
<tr>
<td>New Clause GCC 94</td>
<td><strong>Shipping Documents</strong> No goods will be shipped without prior instruction from the Procurement Entity. Each set of shipping documents will comprise the following:</td>
</tr>
<tr>
<td></td>
<td>1. Bill of Lading 1 copy</td>
</tr>
</tbody>
</table>
2. Invoice 1 copy
3. Shipping Specification 1 copy
4. Freight paid memo 1 copy
5. Insurance premium paid memo 1 copy
6. Packing list 1 copy
7. Manufacturer's test certificate 1 copy

The invoices and shipping specifications shall bear the Insurance cover note number.

The shipping documents described above shall be received by BPDB at the latest one week before arrival of cargoes at the port of destination. Set of shipping documents shall be submitted to as follows:

1. Director, Purchase, BPDB, Dhaka.
2. Consignee/ Project Manager
3. Director, Clearance & Movement, BPDB, Chattogram.
4. Director, Finance, BPDB, Dhaka.
5. Deputy Director, Clearance & Movement, BPDB, Chattogram/ Dhaka/ Khulna.
6. Deputy Director, Insurance, BPDB, Dhaka.

**New Clause GCC 95**

**Packing**

All equipment and materials shall be suitably coated, wrapped or duly covered in boxes for export shipment and to prevent damage during handling and storage at the site. Card-board containers shall be enclosed in a solid wooden container. Equipment and process materials shall be packed and semi-knocked down to the extent possible to facilitate handling and storage and to protect bearings and other machine surfaces from oxidation. Each container or bundle shall be reinforced with steel strapping in such a manner that breaking of one strap will not cause complete failure of the packaging. The packing shall be of best standards to withstand rough handling and to provide suitable protection from tropical weather while in transit and while awaiting erection at the site.

Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearing shall be coated with oxidation preventive compound. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnated paper.

Crates and packing materials used for shipping will become the property of BPDB but the Contractor will be allowed to use the same for the work as needed but the remaining material shall be turned over to BPDB upon completion of the project.

Packing or shipping units shall be designed within the limitations of the unloading facilities of the receiving ports and the ship which will be used. Ships with special heavy capacity unloading rigging may be required for large
units of equipment.
It shall be the Contractor's responsibility to investigate these limitations and to provide suitable packing and shipping to permit unloading at Chittagong/Dhaka.
Each package or shipping unit shall be clearly marked or stenciled on at least two sides as follows:

```
  BPDB
```

BANGLADESH POWER DEVELOPMENT BOARD (BPDB)
Raozan 400 MW ±10% Combined Cycle Power Plant, Raozan, Chattogram, Bangladesh.

<table>
<thead>
<tr>
<th>New Clause GCC 96</th>
<th>Release of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 96</td>
<td>The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the BOARD and every officer, agent and employee thereof, from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the BOARD or of any person relating to or the affecting the work.</td>
</tr>
<tr>
<td></td>
<td>The last payment by the BOARD to the Contractor shall constitute final acceptance of all work performed under this Contract and shall release the Contractor and his surety, from all Contractual liabilities and responsibilities to the BOARD except these liabilities assumed under the Warranty clause PCC [GCC 56.1] of these Special Conditions or arising out of hidden defects.</td>
</tr>
<tr>
<td></td>
<td>In the event a suit were to be instituted in Bangladesh against the BOARD and the Contractor as defendants neither shall be released from his respective liabilities under this Contract.</td>
</tr>
</tbody>
</table>

5.0 PERFORMANCE SECURITY

The Performance Security shall be in a penal sum not less than ten percent (10%) of the Purchase Order (PO) issued by the Director, Directorate of Purchase, BPDB, Dhaka on behalf the employer i.e. BPDB individually for the respective Supply New/Refurbish Spares & related consumables for each schedule inspection and for Required Works for each schedule inspection.

The Performance Security shall be submitted within Twenty Eight (28) days from issue of this Purchase Order by BPDB.

The Performance Security shall be valid up to 28 (Twenty Eight) days beyond the date of completion of the Contractor's performance obligations under the Contract for respective Purchase Order (PO), including any warranty obligations.

If under any circumstances date of completion of the Contractor's performance obligations under the Contract for respective Purchase Order (PO), including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.
Performance Guarantee (PG) shall be in the form of irrevocable and unconditional Bank Guarantee on 300 BDT Non-judicial stamp issued by a scheduled bank of Bangladesh or by a foreign bank duly endorsed & authenticated (means Bank Guarantee shall be payable/ encashable from the authenticating Bank in Bangladesh) by a scheduled bank of Bangladesh, to make it enforceable pursuant to Rule 27(4) of the Public Procurement Rules, 2008.

6.0 Project Manager, Service Experts (Engineers) & Other Staff:

Following mentioned Experts shall have the following qualifications and experience:

1. **Project Manager (OEM Expert):**
   - Qualification: B.Sc. Engineering (Electrical/ Automation/ Control & Instrument/ Mechanical).
   - Experience: 07 (Seven) years or more experience in related field, and must have relevant work experience in F-class Gas Turbine & its auxiliaries.

   **N.B.** Complete CV (Form PW3-5) of Scheduled Maintenance Expert from the OEM with detail experience of the key personnel, who will perform the work.

2. **Service Experts (Engineers) (OEM Expert) for Gas Turbine:**
   - Qualification: B.Sc. Engineering (Mechanical).
   - Experience: 05 (Five) years or more experience in related field, and must have relevant work experience in F-class Gas Turbine & its auxiliaries.

   **N.B.** Complete CV (Form PW3-5) of Scheduled Maintenance Expert from the OEM with detail experience of the key personnel, who will perform the work.

3. **Service Experts (Engineers) (OEM Expert) for Generator:**
   - Experience: 05 (Five) years or more experience in related field, and must have relevant work experience.

   **N.B.** Complete CV (Form PW3-5) of Scheduled Maintenance Expert from the OEM with detail experience of the key personnel, who will perform the work.

4. **Service Experts (Engineers) (OEM Expert) for GTG self-auxiliaries:**
   - Qualification: B.Sc. Engineering (Electrical/ Automation/ Control & Instrument/ Mechanical).
   - Experience: 05 (Five) years or more experience in related field, and must have relevant work experience.

   **N.B.** Complete CV (Form PW3-5) of Scheduled Maintenance Expert from the OEM with detail experience of the key personnel, who will perform the work.

5. **Foreman for Gas Turbine:**
   - Experience: Minimum 10 years’ experience in related field especially on Gas Turbines & its auxiliaries.

6. **Foreman for Electrical:**
   - Experience: Minimum 10 years’ experience in related field especially on Generator & its auxiliaries.

7. **Semi-skilled:**
   - Experience: Somewhat experience in related field especially on Gas Turbines, Generator & its auxiliaries.

8. **Unskilled technicians:**
   - as required.
7.0 Scope (General):

a) Submit the list and name of self-auxiliaries for GTG unit mentioning quantity which will be covered by the LTSA Contractor.

b) Submit the guide line from OEM for schedule inspection of Gas Turbine, Generator and self-auxiliaries of GTG unit for 7 (seven) years after Operational Acceptance of the Plant with time frame to complete the each inspection with the EPC proposal considering 80% Plant Factor and 50 nos. start/stop per year.

c) Submit the complete philosophy for supplying the GT capital spares for 7 years. In this regard, the requirement of capital spares for each short of Schedule maintenances, how many set(s) will be new to be supplied and how many set (s) will be refurbished from old one along with the refurbishment cycle & how many times each spare can be refurbished for 7 years of GT unit which shall be clearly mentioned. Considering all above issues but not limited, proposal to be made and quote price accordingly with the EPC proposal.

d) Submit the detail procedure, scope of works with required Man power for each type of schedule inspection for Gas Turbine, Generator and self-auxiliaries of GTG unit and total time required to complete each type schedule inspection showing in Bar Chart with EPC Proposal.

e) Contractor will be responsible for remotely monitor and Health Check-up of the GTG unit through Remote Monitoring System from OEM Central Control room and provide quarterly Health Check-up Report to BPDB. If any abnormal situation observed related to GTG unit, Contractor will inform BPDB at earliest and take necessary initiative to avoid any sort of major incident in the GTG unit.

f) Perform Root cause analysis with mitigation recommendation to be provided for any sort of abnormal situation observed related to GTG unit.

g) Contractor will be liable to maintain or repair the Remote Monitoring System.

h) Contractor has to notify BPDB at least Ten (10) months before the next schedule maintenance of Gas Turbine, Generator & GTG unit self-auxiliaries. Accordingly BPDB will issue Purchase Order (PO) and consequently Contractor will submit the Performance Security as per 5.0 Performance Security.

i) Contractor will notify to BPDB at least Nine (09) months before the requirements of Spares for any schedule inspection of Gas Turbine, Generator and GTG unit self-auxiliaries. Contractor will supply the spares at Raozan 400 MW ± 10% Combined Cycle Power Plant Store at least 30 days prior to the schedule shut down of the GTG unit for respective inspection.

j) Supply of New/ Refurbished spares, Hardware & consumables for each Schedule Maintenance (CI, HGPI & MI or its equivalent inspections) of Gas Turbine, Generator and GTG unit self-auxiliaries. Contractor will supply the spares at Raozan 400 MW ± 10% Combined Cycle Power Plant Store at least 30 days prior to the schedule shut down of the GTG unit for respective inspection.

k) Provision to supply the spares as per related Price Schedule (price quoted as optional only) which may require during refurbishment due to rejection/ non-refurbishable condition of those spares.

l) Provision to procure Required Works for unscheduled/ breakdown maintenance as per related Price Schedule (price quoted as optional only)
which may require for any unscheduled/ breakdown maintenance works after the defect liability period of CCPP.

m) Required Works for Schedule Maintenance (CI, HGPI & MI or its equivalent schedule inspection) of Gas Turbine, Generator and GTG unit self-auxiliaries including Testing & Commissioning and ICO as per related Price Schedule. Contactor will notify BPDB at least Thirty (30) Days before the schedule shutdown for the Schedule Inspection.

n) Up gradation of all software with latest version when necessary.

o) Cover the full warranty period with all obligatory responsibilities.

Unless otherwise described in the Technical Specifications, the scope of works under this Contract shall cover Dismantling and Erection, Maintenance, Installation, necessary tools & tackles required to perform the schedule maintenance of Gas Turbine, Generator and GTG unit self-auxiliaries. Required Works for Schedule Maintenance (CI, HGPI & MI or its equivalent inspection) of Gas Turbine, Generator and Self-auxiliaries of GTG unit for 7 years after Operational Acceptance Certificate of the Plant, covering the Gas Turbine Capital spares' refurbishment scheme, Testing & Commissioning (i.e. Start-up, ICO) including supply New/refurbished spares, hardware & related consumables' (whether it is listed or not) under the LTSA for Raozan 400 MW ± 10% Combined Cycle Power Plant.

8.0 Scope of Supply:

Contractor shall submit list of required Spares/ equipment/ hardware/ consumables for each schedule inspection of Gas Turbine, Generator and Self-auxiliaries of GTG unit for 7 years after Operational Acceptance Certificate of the Plant with respective part no. & specification as per OEM guideline with the EPC proposal. However Contractor has to supply all Spares/ equipment/ hardware/ consumables (whether it is listed or not) to complete individual Turn-key work i.e. Schedule Inspections of Gas Turbine, Generator and GTG unit Self-auxiliaries and to run the machine at full load within their quoted price.

The New/ refurbishable spare parts should be carried within wooden case (fasten with wire/steel tapes) with proper cushioning of components to avoid the damages in transportation. Water-proof cover should be provided outside the package for shipment to the workshop and back to the Raozan 400MW±10% Combined Cycle Power Plant Store at the cost of the Contractor. Otherwise the Contractor will be responsible for any damage due to the improper transportation.

9.0 Detailed Refurbish work scope of Gas Turbine spare parts (re-importable basis):-

I. Contractor shall have to mention tentative refurbishable spares of Gas Turbine with detail rolled out and rolling plan.

II. The capital spares rolled out from this Gas Turbine will be consider for refurbishment. The Contractor will have to inspect the rolled out spares of Raozan 400MW±10% Combined Cycle Power Plant. Once it is decided by the Contractor that the spares will be possible to refurbish, they will take it to the workshop situated at Bangladesh or at site and carryout the necessary tests (such as NDT or others). After performing test, if the spares found metallurgical suitable and within the repairable limit, in that case Contractor will consider this spares as refurbishable or otherwise (which spares consider as non-refurbishable) they will return the spares to the Raozan 400MW±10% Combined Cycle Power Plant Store with sufficient documentary evidence for the rejection at their own cost. No payment will be done for those non-refurbishable spares.
III. For refurbishment of spares on re-importable basis as per above scope, necessary Bank Guarantee(s) have to be provided by the Contractor and the amount for such Bank Guarantee(s) will not be less the amount of those spare's one third of new price. This Bank Guarantee(s) will be released after issuance R&I Report.

IV. Contractor shall have quote Optional Items Price (as per related price schedule) in case of Rejection during Refurbishment in their factory.

V. The Contractor has to certify that the refurbish spare parts must be fitted into the respective GT unit without any modification; otherwise they have to take necessary arrangements to fit the same into the GT unit at Contractor's own cost.

VI. The New/ refurbishable spare parts should be carried within wooden case (fasten with wire/steel tapes) with proper cushioning of components to avoid the damages in transportation. Water-proof cover should be provided outside the package for shipment to the workshop and back to the Raozan 400MW±10% Combined Cycle Power Plant Store at the cost of the Contractor. Otherwise the Contractor will be responsible for any damage due to the improper transportation.

VII. For any damages in the refurbishment process of the refurbishable spares, the Contractor shall be liable and have to supply/ replace with new one at Contractor's own cost.

VIII. Contractor will keep proper record of the uses of refurbished spares and submit the report to BPDB.

IX. Any materials/goods which are required for completing refurbishment of the spares, will be the part of the scope of works.

X. The Contractor will arrange all export import permits (as necessary) at it's own cost for refurbishment works. BPDB will assist in this regards.

10.0 Scope of work for unscheduled/Breakdown maintenance (on-call basis after defect liability period of CCPP):

The scope of works have been furnished below but not limited to the followings:

I. The Contractor shall response about the unscheduled/breakdown maintenance task within 12 hours after getting an emergency call/letter/e-mail from the consignee.

II. Contractor take necessary action to depute the experts at Raozan 400MW±10% Combined Cycle Power Plant within the shortest possible time.

III. The Expert shall consult with plant personnel after arriving at plant for finding trouble of the machines/ systems/ equipment and submit a diagnosis report regarding the trouble to consignee within 24 hours from start of investigation. Based on the report and spares parts availability, Experts will take necessary steps under the directives of the consignee. BPDB shall arrange necessary spare parts for any unscheduled/ breakdown maintenance service.

IV. The Expert will provide report mentioning number of required experts (form LTSA Contractor) as well as time frame to complete the unscheduled/Breakdown maintenance work. The number of required experts and time frame will be finalized upon mutually agreed basis of the Consignee and Contractor.

V. After completion of the unscheduled or breakdown maintenance, the Expert shall examine the operation of the respective generating unit at least 24 (twenty four) hours for confirming its smooth operation.

VI. Expert personnel must submit SERVICE REPORT including the cause of breakdown, procedure of troubleshooting and recommendations of Expert to avoid such
breakdown further. In this report, working hours have to be mentioned which has to be approved by the consignee.

**Note:** In unscheduled/ breakdown maintenance works, if Expert will fail to complete the assignment for which he/she is called (other than Schedule Maintenance i.e. CI, HGPI & MI as individual Turn-Key Work’s Scope), payment shall be null by BPDB for such un-successful unscheduled/ breakdown maintenance works.

11.0 Documents or Report to be submitted

LTSA Contractor shall have to submit the following documents or reports to the Project Manager (Consignee) within 15 days after completion of each event:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Document/ Report To be Supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quarterly Health Check-up Report of GTG Unit</td>
</tr>
<tr>
<td>2</td>
<td>Root cause analysis Report with mitigation recommendation for any sort of abnormal situation observed related to GTG unit</td>
</tr>
<tr>
<td>3</td>
<td>Inspection and Testing &amp; Commissioning Reports for each schedule inspection</td>
</tr>
<tr>
<td>4</td>
<td>Reports of Refurbished Spares (before &amp; after refurbishment)</td>
</tr>
<tr>
<td>5</td>
<td>FAT reports</td>
</tr>
<tr>
<td>6</td>
<td>Report on unscheduled/Breakdown maintenance</td>
</tr>
<tr>
<td>7</td>
<td>Any other document related to Works &amp; Spare’s specifications/ Technical data/ Drawings.</td>
</tr>
</tbody>
</table>

12. Initial Commercial Operation

After completion of the each schedule inspection i.e. CI, HGPI & MI or its equivalent inspection for Gas Turbine, Generator and self-auxiliaries of GTG unit including checking, calibration, adjustments, painting, testing & commissioning, the GTG unit shall run minimum 72 hours continuous operation at different loads including full load without any trouble.

Upon successful completion of the above 72 hrs Initial Commercial Operation, the Contractor will inform BPDB in writing that the said work is completed.

13. Performance and Acceptance Tests

Soon after the initial commercial operation tests have been run, performance tests shall be performed by the Contractor in presence of BPDB certified personnel/ Engineer.

The tests shall be conducted in accordance with ISO or PTC and the latest ASME-IEEE Power Test Codes using previously approved correction curves & considering the ageing degradation factor as per OEM and complying with the following special conditions unless otherwise specified. The chemical analysis and lower heating values of the fuels shall be determined in the Board’s laboratory and two other laboratories to be chosen respectively, one by the Board, the other by the Contractor.

The Board shall provide without charge such labor, material, fuel and water as may be reasonably required to conduct the performance and acceptance tests. The gross station efficiencies under different load conditions established during a four (4) hours continuous test, shall be calculated in a manner as approved by the Engineer. Power measurements at the generator terminals and at the incoming circuit of unit motor control center shall be made with totalizing meters.
Generator power output shall be held as constant as possible during the performance test.

The Generator shall run at 50%, 75% and 100% load prior to placing into commercial operation and to prove that sudden load rejections from loads up to maximum capability can be accommodated by the turbines without the speed rise being sufficient to cause the over-speed trip to initiate. Shut down of steam turbine shall be carried out from 100% load, 75% load to ensure i) GTG is running at the same load that was running before ST shutdown ii) LP/HP steam bypass are working perfectly with relevant steam control valves & auxiliaries.

The output and heat rate tests will be carried out in the following manner:

i) 1/2 hour at 1/2 load
ii) 1 hour at 3/4 load
iii) 1 hour at 4/4 load

Full load at Generator step-up transformer HT side for the purpose of the test will be calculated from the guaranteed output according to the site ambient conditions. Correction factors for variations of test conditions from the specified design conditions shall be stated in the Tender.

Note 1: Please note that during Performance & Acceptance test for measuring Net output/ Net heat rate, operation of any ancillary equipment/ arrangement, such as water/steam/air injection, evaporator, chiller etc shall not be used for any purpose even for NOx control.

(1) Test Reports

The Contractor shall submit to the Board within three (3) months after the signing of the Contract, the detailed procedure for the conductance of the performance and acceptance tests for approval.

The procedure shall include the following for such test or group of tests:-

a. The time duration of each test at each load.
b. The number of test runs at each load.
c. The sequence of the tests to be conducted.
d. A list of instruments that will be used for each test.

The list shall designate which instruments are:

i) Special test instruments
ii) Certified
iii) To be calibrated before and after each test
iv) Check instruments
v) Station supply instruments.

Schematic diagrams showing all test points and cross references to the instrument list shall also be included.

e. All formulas, calculations, conversion factors, curves, correction curves, etc., to be used in the conductance of the tests and the calculations of the test results.
f. Sample test reports or data sheets and all specific result sheet forms that will be used for the test.
g. Written procedure and description of conducting the test.
h. All test data to be recorded by the Contractor and the Board & Engineer.
## Price Schedule
*(To be fill up by LTSA Provider- OEM of GTG Package)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>100</td>
<td>$500</td>
</tr>
<tr>
<td>Item 2</td>
<td>200</td>
<td>$1000</td>
</tr>
<tr>
<td>Item 3</td>
<td>300</td>
<td>$1500</td>
</tr>
<tr>
<td>Item 4</td>
<td>400</td>
<td>$2000</td>
</tr>
<tr>
<td>Item 5</td>
<td>500</td>
<td>$2500</td>
</tr>
</tbody>
</table>

*Note: Prices are subject to change.*
Price Schedule-8A (Sch. 8A-1 + Sch. 8A-2 + Sch. 8A-3) (Supply of Spare parts, Hardware & Consumables for Schedule Maintenance (CI, HGPI & MI or its equivalent inspections) of Gas Turbine for 7 years after Operational Acceptance Certificate:)

**Price Schedule-8A-1 (Supply of Spare Parts, Hardware & Consumables for Combustion Inspection (CI) or equivalent Inspection of Gas Turbine for 7 years after Operational Acceptance Certificate)**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price CIP [Raozan Power Plant] [Foreign Currency]</th>
<th>CIP price per Line Item</th>
<th>Foreign Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tenderer Shall have to specify the Items As per OEM Standard &amp; Guideline for Each CI or equivalent Schedule Inspection.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for CI up to 7 years after Operational Acceptance Certificate of the Plant = No. of CI (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each CI</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Price Schedule-8A-2 (Supply of Spare Parts, Hardware & Consumables for Hot Gas Path Inspection (HGPI) or equivalent Inspection of Gas Turbine for 7 years after Operational Acceptance Certificate)**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price CIP [Raozan Power Plant] [Foreign Currency]</th>
<th>CIP price per Line Item</th>
<th>Foreign Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Tenderer Shall have to specify the Items As per OEM Standard &amp; Guideline for Each HGPI or equivalent Schedule Inspection.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each HGPI or equivalent Schedule Inspection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for HGPI up to 7 years after Operational Acceptance Certificate of the Plant = No. of HGPI (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each HGPI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Price Schedule-8A-3 (Supply of Spare Parts, Hardware & Consumables for Major Inspection (MI) or equivalent Schedule Inspection of Gas Turbine for 7 years after Operational Acceptance Certificate)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price CIP [Raozan Power Plant] [Foreign Currency]</th>
<th>CIP price per Line Item [Foreign Currency]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Tenderer Shall have to specify the Items As per OEM Standard &amp; Guideline for Each MI or equivalent Schedule Inspection.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each MI or equivalent Schedule Inspection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for MI up to 7 years after Operational Acceptance Certificate of the Plant = No. of MI (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each MI</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**N.B:**
1. In preparation of the list the tenderer have to consider plant factor as 80% and 50 nos. start/stop per year. The Tenderer shall have to specify the name of items and make the list as per OEM Standard & Guideline. However to complete the schedule Inspections (CI, HGPI & MI or equiv. Inspections), the Contractor have to supply all the spares and consumable whether it is listed or not.
2. Specify the currencies.
Price Schedule-8B (Supply of Spare Parts, Hardware & Consumables for Schedule Maintenance of Generator for 7 years after Operational Acceptance Certificate)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price CIP [Raozan Power Plant] [Foreign Currency]</th>
<th>CIP price per Line Item [Foreign Currency]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Tenderer Shall have to specify the Items As per OEM Standard &amp; Guideline for Each Schedule Maintenance of Generator.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Subtotal for Each Schedule Maintenance of Generator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for Schedule Maintenance of Generator up to 7 years after Operational Acceptance Certificate of the Plant = No. of Schedule Maintenance (to be mentioned) of Generator up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each Schedule Maintenance of Generator</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.B: 1. in preparation of the list the tenderer have to consider plant factor as 80% and 50 nos. start/stop per year. The Tenderer shall have to specify the name of items and make the list as per OEM Standard & Guideline. However to complete the schedule Inspections of Generator, the Contractor have to supply all the spares and consumable whether it is listed or not.
2. Specify the currencies.
### Price Schedule-8C (Supply of Spare Parts, Hardware & Consumables for Schedule Maintenance of GTG unit Self-auxiliaries for 7 years after Operational Acceptance Certificate)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price CIP [Raozan Power Plant] [Foreign Currency]</th>
<th>CIP price per Line Item [Foreign Currency]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Tenderer Shall have to specify the Items for each GTG unit self-auxiliaries As per OEM Standard &amp; Guideline for Each Schedule Maintenance of GTG auxiliaries.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each Schedule Maintenance of GTG unit self-auxiliaries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for GTG unit self-auxiliaries up to 7 years after Operational Acceptance Certificate of the Plant = No. of Schedule Maintenance (to be mentioned) of GTG unit self-auxiliaries up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each Schedule Maintenance of GTG self-auxiliaries</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.B: 1. in preparation of the list the tenderer have to consider plant factor as 80% and 50 nos. start/stop per year. The Tenderer shall have to specify the name of items and make the list as per OEM Standard & Guideline. However to complete the schedule Inspections of Generator, the Contractor have to supply all the spares and consumable whether it is listed or not.
2. Specify the currencies.
Price Schedule-8D (Sch. 8D-1 + Sch. 8D-2 + Sch. 8D-3) (Required Works for Schedule Inspection of Gas Turbine for 7 years after Operational Acceptance Certificate:)

Price Schedule-8D-1 (Required works for Combustion Inspection (CI) or equivalent Schedule Inspection of Gas Turbine)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>TAX and VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td>[Local Currency]</td>
<td>[Foreign Currency]</td>
</tr>
<tr>
<td>1</td>
<td>Required Works to Complete each Combustion Inspection (CI) or equivalent Schedule Inspection with supplying adequate &amp; qualified manpower and direct supervision of OEM Expert.</td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each Combustion Inspection (CI) or equivalent Schedule Inspection</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for CI works up to 7 years after Operational Acceptance Certificate of the Plant = No. of CI (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each CI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sl. No</td>
<td>Item Name</td>
<td>Qty</td>
<td>Unit Price</td>
<td>Total Price</td>
<td>TAX and VAT</td>
</tr>
<tr>
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<td>---------------------------------------------------------------------------</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>[Foreign Currency] [Local Currency]</td>
<td>[Foreign Currency] [Local Currency]</td>
<td>[Foreign Currency] [Local Currency]</td>
</tr>
<tr>
<td>1</td>
<td>Required Works to Complete each HGPI or equivalent Schedule Inspection with supplying adequate &amp; qualified manpower and direct supervision of OEM Expert.</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each HGPI or equivalent Schedule Inspection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for HGPI works up to 7 years after Operational Acceptance Certificate of the Plant = No. of HGPI (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each HGPI</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
### Price Schedule-8D-3 (Required Works for Major Inspection (MI) or equivalent Inspection)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>TAX and VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>[Foreign Currency]</td>
<td>[Local Currency]</td>
<td>[Foreign Currency]</td>
</tr>
<tr>
<td>1</td>
<td>Required Works to Complete each MI or equivalent Inspection with supplying adequate &amp; qualified manpower and direct supervision of OEM Expert.</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each MI or equivalent Schedule Inspection</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for MI works up to 7 years after Operational Acceptance Certificate of the Plant = No. of CI (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each MI</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**N.B:**

1. Add rows as many as required to specify the work to be done. Item wise price is to be mentioned as per scope of works.

2. Each Schedule Maintenance Works of HGPI, CI & MI or its equivalent inspections should be completed as an individual Turn-Key works where the LTSA contractor is responsible to supply all necessary spares/consumables/tools & tackles including works with mobilizing/demobilizing of required experts & manpower.
Price Schedule-8E (Required Works for Schedule Maintenance of Generator)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>TAX and VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>[Foreign Currency]</td>
<td>[Local Currency]</td>
<td>[Foreign Currency]</td>
</tr>
<tr>
<td>1</td>
<td>Required Works to Complete each Schedule Maintenance with supplying adequate &amp; qualified manpower and direct supervision of OEM Expert.</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each Schedule Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for Schedule Maintenance works of Generator up to 7 years after Operational Acceptance Certificate of the Plant = No. of Schedule Maintenance (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each Schedule Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Price Schedule-8F (Required Works for Schedule Maintenance of GTG unit self-auxiliaries)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>TAX and VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>[Foreign Currency]</td>
<td>[Local Currency]</td>
<td>[Foreign Currency]</td>
</tr>
<tr>
<td>1</td>
<td>Required Works to Complete each Schedule Maintenance for GTG unit self-auxiliaries with supplying adequate &amp; qualified manpower and direct supervision of OEM Expert.</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Subtotal for Each Schedule Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price for Schedule Maintenance works of GTG unit self-auxiliaries up to 7 years after Operational Acceptance Certificate of the Plant = No. of Schedule Maintenance (to be mentioned) up to 7 years after Operational Acceptance Certificate of the Plant * Price for Each Schedule Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule-8 :- (Schedule-8A + Schedule-8B + Schedule-8C + Schedule-8D + Schedule-8E + Schedule-8F) (Summary Price Schedule for LTSA up to 7 years after Operational Acceptance Certificate):

<table>
<thead>
<tr>
<th>Sch No.</th>
<th>Description</th>
<th>Total Foreign Currency (FC)</th>
<th>Total Bangladesh Taka</th>
<th>TAX and VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Foreign Currency (FC)</td>
<td>Bangladesh Taka</td>
<td></td>
</tr>
<tr>
<td>Price Schedule-8A (Sch. 8A-1 + Sch. 8A-2 + Sch. 8A-3)</td>
<td>Supply of Spare parts, Hardware &amp; Consumables for Schedule Maintenance (CI, HGPI &amp; MI or its equivalent inspections) of Gas Turbine for 7 years after Operational Acceptance Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price Schedule-8B</td>
<td>Supply of Spare Parts, Hardware &amp; Consumables for Schedule Maintenance of Generator for 7 years after Operational Acceptance Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price Schedule-8C</td>
<td>Supply of Spare Parts, Hardware &amp; Consumables for Schedule Maintenance of GTG unit Self-auxiliaries for 7 years after Operational Acceptance Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price Schedule-8D (Sch. 8D-1 + Sch. 8D-2 + Sch. 8D-3)</td>
<td>Required Works for Schedule Inspection of Gas Turbine for 7 years after Operational Acceptance Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price Schedule-8E</td>
<td>Required Works for Schedule Maintenance of Generator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price Schedule-8F</td>
<td>Required Works for Schedule Maintenance of GTG unit self-auxiliaries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total For Schedule-8:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule-9:-(Remote Monitoring System (RMS)):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Name</th>
<th>Monthly Charge (FC or Taka)</th>
<th>Taxes and Duties In Local Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Required Works for remotely monitor and Health Check-up of the GTG unit through Remote Monitoring System from OEM Central Control room</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Schedule-10 (optional):- (Remuneration of the Experts involved during unscheduled/ breakdown maintenance service (on-call basis after defect liability period of CCPP)):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Field of Specialist</th>
<th>Hourly Charge (FC/person or Taka/person)</th>
<th>Mobilization/ Demobilization Charge (FC/person or Taka/person)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Field of Specialist to be mentioned by LTSA Provider (Contractor)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note 1:** Hourly Charge shall also include:

- a) Lodging & Boarding/ Accommodation expenses
- b) Incidental cost
- c) Insurance of the experts/Engineers
- d) Travel expenses & others

2. Add rows as many as required to specify the work to be done. Item wise price is to be mentioned as per scope of works.

3. This price schedule is as reference only. In the case, when required to procure the above services, have to be within the quoted price. This price schedule will not be in evaluation procedure.

4. This Price Schedule is optional and has to be submitted with quoted prices.
Price Schedule-11 (Optional) (Optional Items Price in case of Rejection during Refurbishment)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Name</th>
<th>Qty</th>
<th>Unit Price CIP [Raozan Power Plant] [Foreign Currency]</th>
<th>CIP price per Line Item [Foreign Currency]</th>
<th>Taxes and Duties In Local Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Tenderer Shall have to specify the Items in case of Rejection during Refurbishment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


Notification of Award (Form PW3-9)

Contract No: 
Date: 

To: [Name of Contractor]

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

You are thus requested to take following actions:

i. accept in writing the Notification of Award within seven (7) working days of its receiving.

ii. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than [specify date].

Please note that, the Performance Security shall have to submit in the form as specified amount for the respective Purchase Order (PO) value, which shall be valid until the date of 28 days after the date of completion of the respective scheduled maintenance of Turn-key work's & Supply of Spares warranty period.

You may proceed with the execution of the Works including supply/refurbish of spares 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 authorised to sign for and on behalf of [name of Procuring Entity]

Date:
Contract Agreement (Form PW3-10)

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 Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of amount [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. Power of Attorney
   c. Final Price Schedule
   d. Vetting from concerned ministries
   e. Minutes of Pre-contract discussion meeting(s) if any,
   f. Letter of Acceptance of “Notification of Award”
   g. the Notification of Award
   h. Approval of GoB
   i. All correspondences between BPDB and Contractor prior to signing of the Contract agreement.
   j. the Particular Conditions of Contract
   k. the General Conditions of Contract
   l. Financial LTSA proposal
   m. Technical LTSA proposal

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works 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 Contractor in consideration of the execution and completion of the works 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 Contractor

Signature
Name
National ID No.
Title
In the presence of Name
Address

LTSA for Raozan 400 MW ± 10% CC Plant Project, Vol. 2 of 2 (PART C)
Bank Guarantee for Performance Security (Form PW3-11)

Contract 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 Contractor] (hereinafter called “the Contractor”) has undertaken, pursuant to Purchase Order No [insert reference number of Purchase Order] dated [insert date of Purchase Order] (hereinafter called “the Order”), the execution of works [description of schedule maintenance works/ Supply of Spares & Consumables] under the LTSA Contract no [insert reference number of Contract] dated [insert date of 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 Contractor, 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 [insert amount in figures and in words] against the above Purchase Order upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the "Supply of Spares & Consumables and Required Works for Schedule Maintenance (CI, HGPI & MI or its equivalent inspections) & Un-schedule Maintenance for 7 (seven) years of GTG unit & their self-auxiliaries from the Original Equipment Manufacturer (OEM) of GTG package for Raozan 400 MW ± 10% Combined Cycle Power Plant at Raozan, Chattogram under ‘Long Term Service Agreement (LTSA)’ 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
Purchase Order (Form PW3-15)

Contract No: Date:

Purchase Order No: Date:

To: [Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of the Scheduled Maintenance/ Supply] for the Purchase Order Price of Tk [state amount in figures and in words], as corrected and modified in accordance with {PCC (GCC 60.1)}, has been approved by [name of Procuring Entity].

You are thus requested to take following actions:

i. accept in writing the Purchase Order within seven (7) working days of its receiving.

ii. furnish a Performance Security in the form as specified and in the amount of Tk [state amount in figures and words], within Twenty (28) days from issue of this Purchase Order.

You may proceed with the execution of the Works including supply/refurbish of spares only upon completion of the above tasks. You may also please note that this Purchase Order shall constitute the formation of this Particular Contract which shall become binding upon you.

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

Signed

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

Date:
## Personnel Information (Form PW3-5)

(This Form should be completed for each person proposed by the Tenderer in Form PW3-2 & PW3-3, where applicable)

<table>
<thead>
<tr>
<th>Invitation for Tender No:</th>
<th>[IFT No]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Package No</td>
<td>[Package No]</td>
</tr>
<tr>
<td>Lot No. (when applicable)</td>
<td>[Lot No]</td>
</tr>
</tbody>
</table>

### A. Proposed Position (tick the relevant box)

- [ ] Construction Project Manager
- [ ] Prime Candidate
- [ ] Alternative Candidate

- [ ] Key Personnel
- [ ] Prime Candidate
- [ ] Alternative Candidate

### B. Personal Data

- **Name**
- **Date of Birth**
- **Years overall experience**
- **National ID Number**
- **Years of employment with the Tenderer**
- **Professional Qualifications:**
  1. 

### C. Present Employment [to be completed only if not employed by the Tenderer]

- **Name of Procuring Entity** (working under):

- **Address of Procuring Entity** (working under):

- **Present Job Title:**

- **Years with present Procuring Entity:**

- **Tel No:**
- **Fax No:**
- **e-mail address:**

- **Contact [manager/personnel officer]:**

### D. Professional Experience

Summarise professional experience over the past twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### D. Others