RPCL-NORINCO INTL POWER LIMITED

(A Joint Venture of Rural Power Company Limited (RPCL), Bangladesh and NORINCO International Cooperation Limited, China)

TENDER DOCUMENT

for

Design, Supply, Installation, Testing & Commissioning of 150 kWp On-grid solar system for Township of Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant

by

Open Tendering Method (OTM)

Tender Document No: PUR-38/Patuakhali/solar/26-27

Issued on: 21.06.2026

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Section 1: Instructions to Tenderers

A. General

1. Scope of Tender	1.1	The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) issues this Tender Document for the procurement of Goods incidental thereto as specified in the **TDS** and as detailed in **Section 6: Schedule of Requirements.** The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS.**
	1.2	The successful Tenderer shall be required to execute the Goods as specified in the General Conditions of Contract and Particular Conditions of Contract.
2. Interpretation	2.1	(a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice-versa; (c) "day" means calendar days unless otherwise specified as working days; (d) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society, NGO that wishes to participate in Procurement proceedings; (e) "Tenderer" means a Person who submits a Tender; (f) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (g) "Tender" depending on the context, means a Tender submitted by a Tenderer for delivery of Goods to a Procuring Entity in response to an Invitation for Tender. (h) "BPPA" means the Bangladesh Public Procurement Authority formed under the Bangladesh Public Procurement Authority Act, 2023.
3. Source of Funds	3.1	The Procuring Entity has been allocated public funds as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.
	3.2	For the purpose of this provision, "public funds" means any monetary resources appropriated to the Procuring Entity under Government budget, or financing, grants and credits placed at the disposal of the Procuring Entity through the Government by the development partners or foreign states or organisations and also includes any fund of a government, semi-government or a statutory body established by law.
	3.3	Payments by the development partner, if so indicated in the **TDS**, will be made only at the request of the Government and upon

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		approval by the development partner or foreign state or Organisation in accordance with the applicable Financing / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	4.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
	4.2	For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows: (a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution; (c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the 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 a Contract, and this will include creating obstructions in the normal submission process used for Tenders. (e) **"Obstructive practice"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent

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		the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023.
	4.3	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act 2006 and Public Procurement Rules, 2025 and Guidelines of the Development Partners as stated in the ITT sub-clause 3.3.
	4.4	If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Procuring Entity against any Tenderer or Contractors (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund: (a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings; (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer; (c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate (debarment) in any Public Procurement proceedings for a specific period of time; (d) Procuring Entity shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process; (e) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and (f) Development Partner shall cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation.

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	4.5	Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and others as stated in GCC Clause 38.
	4.6	In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government, the BPPA and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government, the BPPA and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.
5. Eligible Tenderers	5.1	This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the **TDS.**
	5.2	Tenderers shall have the legal capacity (not barred by Public Procurement Act or any other law(s) to sign the contract) to enter into the Contract under the Applicable law.
	5.3	Tenderers shall be enrolled in the relevant professional or trade organisations registered in its own country.
	5.4	Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
	5.5	Tenderers shall have fulfilled its obligations to pay taxes and social security contributions, if any, under the provisions of laws and regulations of the country of its origin.
	5.6	Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its Partners which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be performed under this Invitation for Tenders.
	5.7	Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility due to suspension or debarment for corrupt, fraudulent, collusive, coercive or obstructive practices as stated under ITT Sub Clause 4.4.

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	5.8	Tenderers are not currently restrained due to suspension or debarred from participating in Public Procurement on grounds of fundamental breach of contract under any Contract.
	5.9	Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
	5.10	Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.
	5.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
	5.12	These above requirements for eligibility will extend, as applicable, to each Subcontractor proposed by the Tenderers.
	5.13	A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer: a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or b) receives or has received any direct or indirect subsidy from another Tenderer; or c) has the same legal representative as another Tenderer; or d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the procuring entity regarding this tendering process; or e) any of its partners participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the Tender.
	5.14	A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form PG3-2**, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract.
	5.15	A tenderer has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.
6. Eligible Goods	6.1	All goods to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the **TDS.**

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	6.2	For purposes of this Clause, the term **"goods"** includes commodities, raw material, machinery, equipment, and industrial plants; and, in applicable cases, it also includes related services such as insurance, transportation, installation, and commissioning, training, and initial maintenance. For the purposes of this Clause, "origin" means the country where the goods have been mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the related services are supplied.
	6.3	The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.
7. Site Visit	7.1	The costs of visiting the Site shall be at Tenderer's own expense.

B. Tender Document

8. Tender Document: General	8.1	The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11. • Section 1 Instructions to Tenderers (ITT) • Section 2 Tender Data Sheet (**TDS**) • Section 3 General Conditions of Contract (GCC) • Section 4 Particular Conditions of Contract (**PCC**) • Section 5 Tender and Contract Forms • Section 6 Schedule of Requirements • Section 7 Technical Specifications • Section 8 Drawings
	8.2	The Procuring Entity is not responsible for the completeness of the Tender Document and their addenda, if these were not purchased directly from the Procuring Entity, or through its agent as specified in the **TDS.**
	8.3	Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.
9. Clarification of Tender Document	9.1	A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and within time as specified in the **TDS.**

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	9.2	The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.
	9.3	The Procuring Entity shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.
	9.4	The Procuring Entity shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
	9.5	Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11.
10. Pre-Tender Meeting	10.1	To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the **TDS**, hold a pre-Tender Meeting at the place, date and time as specified in the **TDS**. All potential Tenderers are encouraged and invited to attend the meeting, if it is held.
	10.2	Tenderers are requested to submit any questions in writing so as to reach the Procuring Entity not later than one day prior to the date of the meeting.
	10.3	Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within five (5) working days after holding the meeting to all those who purchased the Tender document and to even those who did not attend the meeting. Any revision to the Tender Document listed in ITT Sub Clause 8.1 that may become necessary as a result of the pre-Tender meeting will be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT Sub Clause 11 and not through the minutes of the pre-Tender meeting.
	10.4	Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
11. Addendum to Tender Document	11.1	At any time prior to the deadline for submission of Tenders, the Procuring Entity, on its own initiative or in response to an inquiry in writing from a Tenderer, having purchased the Tender Document, or as a result of a pre-Tender meeting may revise the Tender Document by issuing an Addendum.
	11.2	The Addendum issued under ITT Sub Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action
	11.3	The Procuring Entity shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards, where the Procuring Entity had originally posted the IFTs.
	11.4	To give a prospective Tenderer reasonable time in which to take an addendum into account in preparing its Tender, the Procuring

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		Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub Clause 37.2.
	11.5	If an addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

12. General Criteria	12.1	Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.
	12.2	In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.
	12.3	To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 13.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 13.1(b) shall not be separately applicable for each individual lot.
13. Experience Criteria	13.1	Tenderers shall have the following minimum level of supply experience to qualify for the supplying of Goods under the Contract: (a) a minimum number of years of general experience in the supply of Goods as specified in the **TDS**; (b) specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in **TDS**; and (c) a minimum supply and/or production capacity of Goods as specified in the **TDS**.
14. Financial Criteria	14.1	Tenderers shall have the following minimum level of financial capacity to qualify for the supply of goods under the Contract:

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		(a) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers; and (b) availability of minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the **TDS.**
15. Subcontractor (s)	15.1	Tenderers may intend to subcontract an activity or portion of the Goods not exceeding 30% (Thirty percent) of the whole Goods in value, in which case such item(s) and the proposed Subcontractor shall be clearly identified in the Form PG3-3.
	15.2	The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute.
	15.3	A Subcontractor may participate in more than one Tender, but only in that capacity.
	15.4	Any unauthorised subcontracting after entering into the contract shall be considered as fundamental breach of contract.

D. Tender Preparation

16. Only one Tender	16.1	If a Tender for Goods is invited for one or more items on an 'item-by-item' basis, in such case the offer for each item shall correspond to full quantity under that particular item and each such item shall constitute a Tender. A Tenderer who submits or participates in more than one (1) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.
	16.2	If a Tender for Goods is invited for a single lot/package, the single lot/package shall constitute a Tender. Tenderers shall submit only one (1) Tender for the lot/package. Tenderer who submits more than one (1) Tender in the lot/package will cause all the Tenders of that particular Tenderer to be rejected.
	16.3	If a Tender for Goods is invited for a number of lots on a "lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits more than one (1) Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.
17. Cost of Tendering	17.1	Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

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18. Issuance and Sale of Tender Document	18.1	The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.
	18.2	There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
19. Language of Tender	19.1	Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla*. Supporting documents and printed literature furnished by the Tenderers that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or *Bangla* language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	19.2	Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
20. Contents of Tender	20.1	The Tender prepared by the Tenderers will comprise the following: (a) the Tender Submission Letter (**Form PG3-1**), as stated under ITT Sub Clause 21.1; (b) the Tenderer Information as stated under ITT Clauses 5, 25 and 27 (**Form PG3-2**); (c) the priced Schedule for each lot (Form PG3-4A and PG3-4B) in accordance with ITT Clauses 21, 23 and 24; (d) the Tender Security as stated under ITT Clauses 30, 31 and 32. (e) the completed Specifications Submission and Compliance Sheet **(Form PG3-5)** as stated under ITT clause 26.2; (f) the alternatives, if permissible, as stated under ITT Clause 22; (g) the written confirmation authorizing the signatory of the Tender including National ID to commit the Tenderer if applicable, as stated under ITT Clause 36; (h) the Valid Trade license; (i) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.5; i. TIN certificate; ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the

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		Assessment Year as mentioned in the **TDS;** and iii. Value Added Tax registration certificate/ Business Identification Number. (j) documentary evidence as stated under ITT Clause 25, 26 and 27 establishing the Tenderer's eligibility, eligibility and conformity of the Goods and the minimum qualifications of the Tenderers required to be met for due performance of the Goods under the Contract; (k) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.10 in case of government owned entity; (l) any other document as specified in the **TDS**.
21. Tender Submission Letter and Price Schedule	21.1	Tenderers shall submit the Tender Submission Letter (**Form PG3-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete.
	21.2	Tenderers shall submit the priced Schedules using the form(s) furnished in **Section 5: Form PG3-4A (Price Schedule for Goods) and Form PG3-4B (Price Schedule for Related Services).**
	21.3	If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.
22. Alternatives	22.1	Unless otherwise specified in the **TDS**, Technical alternatives shall not be considered.
	22.2	Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements will be considered by the Procuring Entity.
23. Tender Prices, Discounts	23.1	The prices and discounts quoted by the Tenderers in the Tender Submission Letter (**Form PG3-1**) and Price Schedule **(Form PG3-4A and PG3-4B)** shall conform to the requirements specified below.
	23.2	Tenderers shall fill in unit rates for all items of the Goods both in figures and in words as described in the Price Schedule, excluding any discount offered.
	23.3	Tenders are being invited either for one or more items on an 'item-by-item" basis or for a single lot or for a number of lots on "lot-by-lot" basis, as specified in the **TDS**.
	23.4	All items or lots in Section 6: **Schedule of Requirements** must be listed and priced separately on the Price Schedule following the Form **PG3-4A** and **PG3-4B**.

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	23.5	Tenders being invited either for one or more items on an "item-by-item' basis or for a single lot/package or for number of lots on "lot-by-lot" basis as stated under ITT Sub Clause 23.3, price quoted for an item shall correspond to full quantity under that particular item; otherwise the Tenders shall be considered non-responsive.
	23.6	Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value, unless otherwise stated in the **TDS.** Tenders being invited for a number of lots on "lot-by-lot" basis, the lot not quoting at least eighty (80) percent of the total number of items under that lot and, not representing at least sixty-five (65) percent of the equivalent lot value shall be considered non-responsive.
	23.7	A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items as specified in the ITT Sub-Clause 23.6 and the corresponding minimum value based on percentage of the total lot value as specified in the ITT Sub-Clause 23.6 shall also be considered non-responsive.
	23.8	Subject to ITT Sub-Clause 23.6, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Procuring Entity and specified in the **TDS**, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 23.6, shall be considered non-responsive.
	23.9	The price to be quoted in Tender Submission Letter **(Form PG3-1)** shall be the total price of the Tender, excluding any discounts offered.
	23.10	Tenderers shall quote any unconditional discounts and the methodology for application of that discount in the Tender Submission Letter as stated under ITT Sub Clause 23.11.
	23.11	Tenderers wishing to offer any unconditional discount for the award of more than one lot shall specify the discount applicable to each lot, or alternatively, to any combination of lots within the package in their Tender. Discounts will be submitted as stated under ITT Sub Clause 23.10, provided the Tenders for all lots are submitted and opened together.
	23.12	All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for

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		submission of Tenders, shall be included in the unit rates and the total Tender price submitted by the Tenderers.
	23.13	The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
24. Tender Currency	24.1	Tenderers shall quote all prices in the Tender Submission Letter and in the Price schedule in Bangladesh Taka (BDT) currency.
25. Documents Establishing Eligibility of the Tenderer	25.1	Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall: (a) complete the eligibility declarations in the Tender Submission Letter (**Form PG3-1**); (b) complete the Tenderer Information (**Form PG3-2**); (c) complete Subcontractor Information (**Form PG3-3**), if it intends to engage any Subcontractor(s).
26. Documents Establishing the Eligibility and Conformity of the Goods	26.1	Tenderers shall complete the country of origin declarations in the Price Schedule Forms and, submit documentary evidence to establish the origin of all Goods to be supplied under the Contract as stated under ITT Clause 6.
	26.2	To establish the conformity of the Goods to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards in **Section 7, Technical Specifications.**
	26.3	Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the Goods; (b) an "item-by-item" commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods to those specifications.
27. Documents Establishing the Tenderer's Qualification	27.1	Tenderers shall complete and submit the Tenderer Information (**Form PG3-2**) and shall include documentary evidence, as applicable to satisfy the following: a) general experience in the supply of Goods as stated under ITT Sub Clause 13.1(a), substantiated by the year of Tenderer's registration/constitution/ licensing in its country of origin; b) specific experience of satisfactory completion of supply of Goods under public or private sector of similar nature and size as stated under ITT Sub Clause 13.1(b), substantiated by Completion Certificate (s) issued or duly certified, by the relevant Procuring Entity(s);

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		c) a minimum supply and/or production capacity of Goods as stated under ITT Sub Clause 13.1(c), substantiated by the relevant documents or updated brochures of the supplier and/or manufacturer; d) information regarding claims under litigation, current or during the last years as specified in the **TDS**, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 14.1(a), substantiated by statement in its letter-head pad; e) adequacy of minimum liquid asset substantiated by bank statement having previous date's closing balance with three (3) months transaction details; or (ii) updated balance statement on previously approved credit line; or (iii) unconditional specific credit commitment letter issued in the format as specified in **Form PG3-8** without alteration from any scheduled bank of Bangladesh, and issued not earlier than twenty-eight (28) days prior to the day of the initial (if applicable) deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 14.1(b) or (iv) working capital substantiated by audited financial statements mentioned in (h) below.; f) if required in the **TDS**, a Tenderer that does not manufacture or produce the Goods shall submit the **Manufacturer's Authorization Letter** (**Form PG3-6**); g) authority to seek references from the Tenderer's Bankers or any other sources in its letter-head pad; and h) reports on the financial standing of the Tenderers, such as profit and loss statements and audited balance sheet for the previous years as specified in the **TDS**, substantiated by Audit Reports.
28. Validity Period of Tender	28.1	Tenders shall remain valid for the period as specified in the **TDS** after the date of Tender submission deadline. A Tender valid for a period shorter than that specified will be considered, non-responsive.
29. Extension of Tender Validity and Tender Security	29.1	In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders, subject to a maximum of two times; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clauses 42.2.

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	29.2	The request for extension of Tender Validity period shall state the new date of the validity of the Tender.
	29.3	The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 30 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.
30. Tender Security	30.1	Tenderers shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the **TDS**.
	30.2	One Tender Security, in a separate envelope, at the percentage as specified in **TDS**, of the total value of the items quoted by the Tenderer, shall be submitted, if so indicated that the Tenders for one or more items are invited on an "item-by-item" basis.
	30.3	In case of substitution of the Tender as stated under ITT Clause 39 a new Tender Security shall be required in the substituted Tender.
31. Form of Tender Security	31.1	The Tender Security shall: (a) at the Tenderer's option, be either; i. in the form of a Bank Draft or Pay Order, or ii. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (**Form PG3-7**) without any alteration, furnished in **Section 5: Tender and Contract Forms**; (b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions as stated under ITT Sub Clause 34.1 being invoked; and (c) remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 34.1.
32 Authenticity of Tender Security	32.1	The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.
	32.2	If a Tender Security is found to be not-authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 4.4.
	32.3	A Tender not accompanied by a valid Tender Security will be considered non-responsive.

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33. Return of Tender Security	33.1	No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.
	33.2	Non-responsive Tenderer's Tender Security will be returned after approval of Evaluation Report but within twenty-eight (28) days of the expiry of the Tender Validity period as stated under ITT Sub Clauses 28.1. The Tender Security of the responsive Tenderers except the 1st, 2nd, and 3rd lowest responsive Tenderers may be returned, in the same manner, upon written request from them to the Procuring Entity.
	33.3	The Tender Security of the 1st, 2nd, and 3rd lowest responsive Tenderers (as the case may be) will be returned upon the successful Tenderer's furnishing of the performance security and signing of the Contract Agreement, if not otherwise subject to ITT Clause 34.1.
34. Forfeiture of Tender Security	34.1	The Tender Security may be forfeited, if a Tenderer: (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 28 and 29; or (b) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 46; or (c) fails to furnish Performance Security or tenderer's submitted Performance Security has been found unauthentic as stated under ITT Sub Clauses 61.1 and 61.2; or (d) refuses or fails to sign the Contract as stated under ITT Sub Clause 66.2. (e) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
35. Format and Signing of Tender	35.1	Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 20 and clearly mark it "ORIGINAL" In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the **TDS** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
	35.2	Alternatives, if permitted as stated under ITT Clause 22, shall be clearly marked "Alternative".
	35.3	The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization document shall be attached to the Tender Submission Letter (**Form PG3-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Tender.
	35.4	Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.

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E. Tender Submission

36. Sealing, Marking and Submission of Tender	36.1	Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternatives, if permitted under ITT Clause 22, in another envelope, duly marking the envelopes as "ORIGINAL (O)" "ALTERNATIVE (A)" (if permitted) and "COPY." These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.
	36.2	The inner and outer envelopes shall: (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 37.1; (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement "DO NOT OPEN BEFORE ----------" the time and date for Tender opening as stated under ITT Sub Clause 40.1; (e) bear any additional identification marks as specified in the **TDS**.
	36.3	Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
	36.4	Tenders shall be delivered by hand or by mail, including courier services at the address(s) as stated under ITT Sub Clause 37.1.
	36.5	The Procuring Entity will, on request, provide the Tenderer with acknowledgement of receipt showing the date and time when it's Tender was received.
37. Deadline for Submission of Tender	37.1	Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and not later than the date and time specified in the **TDS**.
	37.2	The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
	37.3	Tenders shall be received at only one place as specified under ITT Sub Clause 36.1.
38. Late Tender	38.1	Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 37.1 shall be declared LATE and returned unopened to the Tenderer.

39. Modification, Substitution or Withdrawal of Tender	39.1	Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization; provided that such written notice including the affidavit is received by the Procuring Entity prior to the

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		deadline for submission of Tenders as stated under ITT Clause 37.
	39.2	Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFICATION (M)**".
	39.3	Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "**SUBSTITUTION (S)**".
	39.4	Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "**WITHDRAWAL(W)**".

F. Tender Opening and Evaluation

40. Tender Opening	40.1	Tenders shall be opened immediately after the deadline for submission of Tenders at the place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline.
	40.2	Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
	40.3	Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
	40.4	The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 39.1.
	40.5	Ensuring that only the correct (M), (S), (W) envelopes are opened, details of each Tender will be dealt with as follows: (a) the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS): (i) the name and address of the Tenderer; (ii) state if it is a withdrawn, modified, substituted or original Tender; (iii) the Tender price; (iv) the official cost estimate; (v) any discounts; (vi) any alternatives; (vii) the presence or absence of any requisite Tender Security; and (viii) such other details as the Procuring Entity, at its discretion, may consider appropriate (b) only discounts and alternatives read aloud at the Tender opening will be considered in evaluation.

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		(c) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.
	40.6	Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants Representatives and, to the Tenderers immediately.
	40.7	The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub Clause 40.5.
	40.8	No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 38.
41. Evaluation of Tenders	41.1	Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	41.2	Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.
	41.3	TEC may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps: (a) Preliminary examination (b) Technical examination and responsiveness (c) Financial evaluation and price comparison (d) Post-qualification of the Tender.
42. Preliminary Examination	42.1	TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 20 have been provided, to determine the completeness of each document submitted.
	42.2	TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be considered rejected. (a) All Forms, as applicable, duly filled-in and signed, as in Tender Forms (Section 5); (b) Priced Schedule; (c) Written confirmation authorizing the signatory of the Tender to commit the Tenderer; and (d) Valid Tender Security.
43. Technical Responsiveness and Technical Evaluation	43.1	TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	43.2	A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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		(a) affects in any substantial way the scope, quality, or supply of goods specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. During the evaluation of Tenders, the following definitions shall apply: **"Deviation"** is a departure from the requirements specified in the Tender Document; **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and **"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Document.
	43.3	If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
	43.4	There shall be no requirement as to the minimum number of responsive Tenders.
	43.5	TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below: (a) verification of the completeness of the country of origin declaration in the Price Schedule for Goods and related services (**Form PG3-4A and 4B**) to determine the eligibility of the Goods (b) verification and examination of the documentary evidence and completed Specification Submission Sheet **(Form PG3-5**) to determine the conformity of the Goods. (c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Document and the Tenderer meets each of the qualification criterion specified in Sub Section C, Qualification Criteria.
	43.6	Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the Priced Schedule or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.

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	43.7	TEC may regard a Tender as responsive even if it contains: (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or (b) errors or oversights, that if corrected, would not alter the key aspects of the Tender.
44. Clarification on Tender	44.1	TEC may ask Tenderers for clarification of their Tenders, including breakdowns of unit rates, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the TEC and the response from the Tenderer shall be in writing, and Tender clarifications which may lead to a change in the substance of the Tender or in any of the key elements of the Tender as stated under ITT Sub Clause 43.2, will neither be sought nor be permitted.
	44.2	Changes in the Tender price shall also not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 46.1.
	44.3	Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.
	44.4	The Tenderer shall be provided a reasonable timeline, but not less than three (3) working days, to respond against a clarification request. If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.
45. Restrictions on Disclosure of Information	45.1	Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.
	45.2	Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	45.3	Any effort by a Tenderer to influence the Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the non-responsiveness of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006.
	45.4	All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being non-responsive.
46. Correction of Arithmetical Errors	46.1	Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall

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		be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	46.2	TEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s). If the Tenderer does not accept the correction of arithmetic errors, its Tender shall be rejected.
	46.3	Tenderers having quoted the tender price by more than 10 (Ten) percent above the official cost estimate, the tender shall be rejected.
47. Financial Evaluation	47.1	TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
	47.2	To evaluate a Tender, the TEC will consider the following: (a) the Tender price for Item(s) or Lot (b) adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 46.1; (c) adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 23.8, if any; (d) adjustment for application of the economic factors, as stated under ITT Sub Clause 47.4, if any; (e) adjustment in order to take into consideration the unconditional discounts and methodology for application of the discount offered for being awarded more than one lot, as stated under ITT Sub Clauses 23.10 and 23.11, if any.
	47.3	Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be considered in Tender evaluation.
	47.4	The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender price quoted as stated under ITT Clause 23. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders. The factors, methodologies and criteria to

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		be used shall be as specified in **TDS**. The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) adjustment for deviations in the Delivery and Completion Schedule; (b) cost of major replacement components, mandatory spare parts and service.
	47.5	If the winning lot is missing some item(s), as stated under ITT Clause 23, comprising twenty (20) percent or a smaller number of items in the lot, the Procuring Entity may procure those missing item(s) from the other responsive Tenderer(s) quoting the lowest price for the missing item(s).
	47.6	TEC may recommend to increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 61.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of the TEC, it is found that the item prices are unbalanced.
48. Assessing the Price of unpriced Items	48.1	If it is so permitted under ITT Clause 23, any Tenderer offered only eighty percent (80%) the items of a lot as stated under ITT Sub-Clause 23.7, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to establish the winning lot Tender.
	48.2	If the winning lot is missing some items as stated under ITT Sub Clause 48.1, comprising less than twenty percent (20%), the Procuring Entity may procure the missing items from the Tenderer offering the least cost for those remaining items.
49. Identifying Significantly Low-priced Tenders (SLT)	49.1	Prices of all technically responsive Tenderers shall be checked to identify Significantly Low-priced Tender through a specified manner mentioned in the following Sub Clauses.
	49.2	During the evaluation of tenders, the proposed prices of all technically responsive tenderers (at least two tenders) shall be used to determine a Weighted Average, considering: i. the official cost estimate, ii. the prices obtained from the recent Price Index in public procurement processes following ITT Sub Clause 49.4 and iii. the tenderers' quoted prices. The weights shall be as follows: • official cost estimate = **0.20** • Prices obtained from the recent Price Index = **0.30** • Prices quoted by all responsive tenderers = **0.50** The formula shall be: $\bar{x} = 0.5 * \frac{1}{n}\sum_{i=1}^{n} x_i + 0.2 * x_{OCE} + 0.3 * x_{NPPI}$

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		Thereafter, the Weighted Standard Deviation (sd) of the quoted prices of all responsive tenders shall be determined using the following formula: $$sd = \sqrt{\frac{(x_i - \bar{x})^2}{n}}$$ Where: • x_i = Quoted prices of tenderers • $\bar{x}$ = Weighted Average • n = Number of responsive tenderers.
	49.3	Finally, the lower limit of acceptable prices shall be [$\bar{x}$ (x bar)−sd]. Any tender quoted below this limit shall be considered as a significantly low-priced tender and shall be treated as financially non-responsive and rejected.
	49.4	For determining the recent National Public Procurement Price Index, a national average percentage deviation for Goods procurement category shall be calculated from the e-GP system over a period of 28 days-consisting of the day of tender opening and the preceding 27 days.
	49.5	To determine the NPPI, in all procurement processes (except for cases under the Limited Tendering Method in National procurement) where a Notice of Award has been issued during 28-days period, the percentage deviation between the officially estimated price and the awarded tender price shall be calculated, and the national average of such deviations shall be determined. X_{NPPI} shall be determined through multiplication between officially estimated price and NPPI derived from the e-GP system.
	49.6	In the case of only one technically responsive tender, the above methodology shall not be applied; instead, the lowest evaluated price obtained shall be directly compared with the official cost estimate. If the deviation of the evaluated price of the responsive tender from the official estimate exceeds twenty percent (20%), such tender shall be deemed non-responsive. If the deviation of the evaluated price from the official cost estimate is twenty percent (20%) or less, the said tenderer may be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 56.

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50. Winning multiple Lots	50.1	If so indicated in the ITT Sub Clause 1.1 the Procuring Entity may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 50.2.
	50.2	To determine the lowest-evaluated lot/package the TEC will consider: (a) the lowest-evaluated Tender for each lot; (b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots; (c) the price reduction on account of discount per lot/package as offered by the Tenderer in its Tender; and the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package considering any limitations due to constraints in Works or execution capacity determined in accordance with the tender capacity as stated in ITT Sub Clause 14.1 (d) and post-qualification criteria as stated under ITT Clause 53.

51. Price Comparison	51.1	The lowest-priced Tender among the technically and financially responsive Tenders through ITT Clause 49 shall be determined as the Lowest Evaluated Responsive Tender and shall be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 53.
	51.2	In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tender Evaluation Committee shall initially examine the possible presence of collusive practices, and if such practices are found, further actions shall be taken in accordance with Rule 149 of the PPR 2025.
	51.3	Where there is a tie in the lowest evaluated bid but no case of the collusive practice is identified, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.
	51.4	In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity as stated under ITT Sub Clause 51.3, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
	51.5	The successful Tenderer shall not be selected through lottery under any circumstances.

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52. Negotiations	52.1	No negotiations shall be held during the Tender evaluation or award, with the lowest or any other Tenderer.
53. Post-qualification	53.1	The determination on Post-qualification shall be based upon an examination and verification of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clauses 25, 27 and 28, clarifications as stated under ITT Clause 44 and the qualification criteria indicated in ITT Clauses 12 to 15. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
	53.2	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in non-responsiveness of the Tenderer's Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded.
	53.3	TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate.
54. Procuring Entity's Right to Accept any or to Reject Any or All Tenders	54.1	The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to contract award following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
55. Rejection of All Tenders	55.1	The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 55.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
	55.2	All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official estimated cost, provided the estimate is realistic, or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) the Tenderers are unable to propose completion of the contract within the stipulated time in its Tender, though the stipulated time is reasonable and realistic; or (d) all Tenders are non-responsive; or (e) If, in the tendering process or in the tender documents, any defect, deviation, or inconsistency is observed, which appears to hinder the objective of public procurement should the procurement process be continued; or (f) evidence of professional misconduct, affecting seriously the Procurement process, is established

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		pursuant to Rule 149 of the Public Procurement Rules, 2025.
	55.3	Notwithstanding anything contained in ITT Sub-Clause 55.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
56. Informing Reasons for Rejection	56.1	Notice of the rejection will be given promptly within three (3) working days of decision taken by the Head of the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

57. Award Criteria	57.1	The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clause 53.
	57.2	Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Documents, to change its price, or otherwise to modify its Tender.
58. Procuring Entity's Right to Vary Quantities	58.1	The Procuring Entity, within the amount approved, reserves the right at the time of Contract Award to increase or decrease the quantity per item of Goods originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentage specified in the **TDS,** and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
59. Notification of Award	59.1	Prior to the expiry of the Tender Validity period and within three (3) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.
	59.2	The NOA, (**Form PG3-9**) attaching the Contract Agreement as per the sample (**Form PG3-10**) to be signed, shall state: (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be furnished; and (e) the date and time within which the Contract shall be signed.
	59.3	In the event, the Tenders were invited for one (1) or more items on an "item-by-item" basis, contract(s) will comprise the corresponding item(s) awarded to the successful Tenderer(s)

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		and, Contract(s) will be signed per each of the successful Tenderer(s) covering the corresponding item(s).
	59.4	In the event, the Tenders were invited for a single lot , contract will comprise the corresponding items in the lot awarded to the successful Tenderer and, Contract will be signed with the successful Tenderer of the lot, covering the item(s).
	59.5	In the event, the Tenders were invited for a number of lots on a "lot-by-lot" basis, contracts will comprise the corresponding items in a lot awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) per lot, covering the corresponding item(s).
60. Reporting on Contract Awarding	60.1	Immediately, but no later than 24 hours, after issuing the Notification of Award, the Procuring Entity shall, for the information of other tenderers and procurement-related stakeholders, publish the contract award details **Format PG3-B** on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.
61. Performance Security	61.1	Performance Security shall be provided by the successful Tenderer in BDT currency and within the timeline as mentioned in the **TDS.**
	61.2	The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Contractor's failure to complete its obligations under the Contract.
	61.3	In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, there shall be Security Deposit as specified in the **TDS**, in lieu of the Performance Security, as stated under ITT Sub Clause 61.1
62. Form and Time Limit for Furnishing of Performance Security	62.1	Performance Security, as stated under ITT Clause 61, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form PG3-11**), without any alteration, issued by any Scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	62.2	Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 61.1 or 61.2.
63. Validity of Performance Security	63.1	Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
64. Authenticity of Performance Security	64.1	The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order or Bank Draft or irrevocable unconditional Bank Guarantee in specified format.

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	64.2	In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
65. Retention Money and Contractual Security	65.1	Upon the completion of delivery of Goods and subsequent acceptance by the TEAC, the Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate as mentioned in **TDS**.
	65.2	The Performance Security mentioned in ITT Sub Clause 61.1 and the money to be retained as per ITT Sub Clause 65.1 will together be considered as the Contractual Security.
	65.3	The Contractual Security against the contract shall not go beyond the amount mentioned in the **TDS** unless it is recommended by the TEC to extend as mentioned in ITT Sub Clause 65.4.
	65.4	The Procuring Entity shall increase the amount of the Contractual Security on the recommendation of TEC above the amounts as per Rule 36(2) of the PPR 2025.
66. Contract Signing	66.1	At the same time as the Procuring Entity issues the NOA, the Procuring Entity will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	66.2	Within the timeline mentioned in the **TDS** from the issuance of the NOA but not later than the date specified therein, the successful Tenderer and the Procuring Entity shall sign the contract.
	66.3	Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 61.1, or to sign the Contract, as stated under ITT Sub Clauses 66.1 and 66.2, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
67. Notification of Contract Signing	67.1	Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in **Format PG3-C** on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Tenderer. This information shall be kept posted in the notice board or websites for at least thirty (30) days.
68. Debriefing of Tenderers	68.1	Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer.
	68.2	In the case of debriefing, confidentiality of the evaluation process shall be maintained.
69. Adjudicator	69.1	The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at an indicative hourly fee and for those reimbursable expenses as specified in

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		the TDS.
70. Right to Complain and appeal	70.1	Tenderer has the right to complain and appeal in accordance with the Sections 29 and 30 of Public Procurement Act 2006 and the Rule 72 of Public Procurement Rules, 2025. The Procuring Entity shall cause to dispose of the complaint and appeal in accordance with the provisions of Section 30 of Public Procurement Act 2006 and Rules 72-77 of Public Procurement Rules, 2025.

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Section 2. Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant ITT clauses.	
ITT Clause	**Amendments of, and Supplements to, Clauses in the Instruction to Tenderers**
A. General	
ITT 1.1	The Procuring Entity is RPCL-NORINCO INTL POWER LIMITED The Name of the Tender is: Design, Supply, Installation, Testing & Commissioning of 150 kWp On-grid solar system for Township of Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant Tender Ref: PUR-38/Patuakhali/solar/26-27
ITT 3.1	The source of public fund is RNPL's own fund.
ITT 3.3	The name of the Development Partner is Not applicable
ITT 5.1	Tenderers from the following countries are not eligible: Israel
ITT 6.1	Goods from the following counties are not eligible: Isreal
B. Tender Document	
ITT 8.2	The following are authorised agents/offices of the Procuring Entity for the purpose of issuing the Tender Document: Agent's/office Name: Address: Asian Tower 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh Telephone/Cell No.: +880255098013, +880255098012, +880255098014 e-mail address: se_procurement@rnpl.com.bd The interested Tenderer must collect the hard copy of the signed Tender Document issued in their name for submission of Tender from the office address of PE with a non-refundable fee of BDT 2500 (In word: Two Thousand Five Hundred Taka only) in the form of local bank draft/pay order, made payable to "RPCL-NORINCO INTL POWER LIMITED". The prospective tenderer must carry an original copy of the forwarding letter in their letter head pad showing intent to buy the tender document with the following attachments: 1. An attached authorization letter authorizing the person to whom the tender document should be issued by the Procuring Entity and; 2. The Bank draft or pay Order

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ITT 9.1	For **clarification of Tender Document purposes** only, the Procuring Entity's For clarification on Tender Document purposes only, the Procuring Entity's address is: Attention: 1. Company Secretary, RNPL Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh E-mail: se_procurement@rnpl.com.bd and contact Procuring Entity within 06.07.2026
ITT 10.1	The Pre- Tender meeting shall be held at Address: Board Room of RNPL Corporate Office, Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh Time & Date: 30 June 2026 10:00 AM (BST)
C. Qualification Criteria	
ITT 13.1(a)	The minimum of years of general experience of the Tenderer in the supply of Goods and related services as Supplier shall be 05 (Five) years; counting backward from the date of publication of IFT in the newspaper.
ITT 13.1(b)	The minimum specific experience as Supplier in supply of similar Goods of at least 01 (single) contract(s) successfully completed within the last 05 (five) years, each with a value of at least Tk. 65,00,000.00 (Sixty-Five Lakh taka only); counting backward from the date of publication of IFT in the newspaper. Note: The supply, installation, Testing and commissioning of a solar system shall be treated as similar goods for the purpose of specific experience.
ITT 13.1(c)	The minimum supply and/or production capacity of Goods is/ are: Not Applicable.
ITT 14.1(b)	The minimum amount of financial resources as liquid asset or working capital or credit line(s) or specific credit commitment or in any combination of them, of the Tenderers shall be Tk 82,00,000.00 (Eighty-Two Lakh taka only).
ITT 15	Not applicable.
D. Preparation of Tender	
ITT 20.1(i)	Income Tax Assessment Year shall be 2024-2025;
ITT 20.1(l)	The Tenderer shall submit with its Tender the following additional documents: i) Necessary brochure according to Items/catalogue with highlighted specifications in English language (if available). ii) Manufacturer's/ Tenderer warranty certificate stating that the offered items will operate satisfactorily during the warranty period as stated under GCC 32.0 of PCC. iii) The Tenderer shall have to submit Guarantee Certificate from the manufacturer/ tenderer confirming that the offered items are new, unused, in good condition and will fit properly in existing system without any modification.

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	iv) Tenderers shall submit conceptual drawings and designs along with the tender. v) SREDA Enlistment of Offered Solar PV Modules The solar PV modules offered by the bidder shall be enlisted/approved with SREDA, which is the Government-authorized body responsible for regulation and quality assurance of renewable energy products. Valid documentary proof of SREDA enlistment/approval for the offered make and model of solar PV modules shall be submitted along with the bid. Non-compliance with this requirement shall render the bid liable for rejection. Vi) SREDA Enlistment of Offered Inverter The Inverter offered by the bidder shall be enlisted/approved with SREDA, which is the Government-authorized body responsible for regulation and quality assurance of renewable energy products. Valid documentary proof of SREDA enlistment/approval for the offered make and model of Inverter shall be submitted along with the bid. Non-compliance with this requirement shall render the bid liable for rejection.
ITT 22.1	Alternatives will not be permitted.
ITT 23.3	Tenders are being invited for a single lot.
ITT 23.6	Price quoted for each lot shall correspond at least to 100% of the items specified for each lot and correspond at least to 100% of the total lot value.
ITT 23.8	Not Applicable
ITT 27.1(d)	The required information regarding claims under litigation shall be current or during the last 03 (three) years.
ITT 27.1(f)	Manufacturer's authorization is: Required. OEM / Distributor/ Dealer/ Agent/ Sub-agent/ re-seller's Authorization Letter is Accepted. In case of supply from the Distributor/ Dealer/ Agent/ Sub-agent the tenderer has to submit Authorization letter along with the proof of authorized distributorship/ dealership/ Agent ship/ Sub-agent ship from Manufacturer. [The authorization letter should have full contact details, i.e. Official e-mail address, Telephone No, Office address etc.of the issuing authority]. In case of supply from reseller, the tenderer has to submit Authorization letter along with two additional document. The Tenderer must supply goods from the same entity whose authorization is submitted in this Tender. a) Documentary evidence of authentic source of product / relationship with OEM; b) End user certificate that mentioned the re-seller has successfully supplied materials in Bangladesh. The authorization letter will be verified from issuing authority. So without contract details, said letter will not be accepted. Following four (04) item's Authorisation Letter is required for this tender: 1. PV Module -Solar cell type: N-type Mono crystalline Bifacial

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	- Solar panel capacity: 620 Wp - Category: Tier-1 (JA, Jinko, Longi, Trina, Canadian Solar, Astronergy, or equivalent accepted/approved by the engineer In-charge.) - Country of Origin: China -Product warranty against manufacturing defects: minimum 12 years and their replacement during this period -Performance warranty: linear degradation, Maximum 1% (first year) in subsequent years, maximum 0.5% until the 25th year - Certification: IEC 61215, IEC 61730, IEC 61701, IEC 62716, IEC 60904 - Efficiency: Minimum 22% - 23% - Temperature Cycling Range: 0°C to +85°C - Short Circuit current, Open Circuit Voltage, Current and Voltage in Maximum Power must be mentioned. -Resistance to a maximum pressure load of 5400 Pa and vacuum of 2400 Pa (according to BDS IEC 61215) -Its frame must be made of clear anodized aluminium. - Solar module model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Manufacturers' Authorization from solar panel manufacturer. -Front and Back Glass-2.0 + 2.0 mm tempered, low iron for durability and light transmission, anti-reflective glass, anti PID. -The complete PV module shall be diode protected at junction box to protect reverse current. -Power de-rating allowed should be not more than (-0.41%)/Degree Celsius -Parameters for PV Panel should be at Standard Test Condition of solar irradiance of 1000 W/m2, Cell Temperature of 25 degree Celsius and AM of 1.5g. 2. Grid Tie Inverter: -Brand: Huawei, SMA, Fronius, Solis, Growatt, Sungrow, Crown, Solax, Livoltek or equivalent accepted/approved by the engineer In-charge. - Country of Origin: China -Capacity : 3×50 KW -Expected life: Minimum 10 Years -Warranty: Minimum 05 Years -Certification: IEC 62109, IEC 61727, IEC 62116, IEC 61683 -Input DC voltage: Maximum Input Limit 1100 V DC -Output AC voltage: Three phase, 400 (-15% to +10%) volts -Operating temperature range: -25°C to 60°C

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	-Relative humidity: 0- 95%, non- condensing -Total harmonic distortion (THD): Max 3% -Efficiency: Minimum 97% -Power Factor (Cosθ): -0.80< P.F.< +0.80 -There must be an LCD/LED display monitor. Voltage, current, power, frequency and generation, ground fault monitoring, and other basic information must be accessible there with data logger. -Must have DC reverse polarity protection and AC short circuit current protection. -Shall have lightning induced current protection by surge protective device (SPD) of adequate rating both in DC and AC side in parallel at the entry and exit terminal of the inverter. Shall also have over load and over current protection from both DC and AC side. -Must Have Maximum Power Point Tracker (MPPT). -Min IP Rating: IP65 -AC frequency: Must be grid standard. -On-Grid Inverter model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Remote Monitoring- Must have GSM/GPRS/Ethernet/RS485/RS232/WiFi/LAN dongle with inverter to monitor the inverter remotely. Remote monitoring shall be free of cost through website and mobile application -Must have built in Anti Islanding protection 3.Monitoring System (Main Controller / Data Logger) Industrial Solar Monitoring Gateway / Data Logger with following minimum specification: -Compatible with multiple inverter brands through Modbus RTU / Modbus TCP / SunSpec -Minimum 10 inverter/device integration capacity -Ethernet port: minimum 1 no. -RS485 ports: minimum 2 no. --Minimum 10 years free access to storage data through website and app -Minimum internal Data Storage 30 days -Cloud portal with web login -Real-time monitoring interval ≤ 5 minutes -Mobile App access -Historical data downloadable in CSV / Excel -IP rating minimum IP65 -Operating temperature: -10°C to +60°C

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	-Power supply: 24VDC or 230VAC -Surge protective device (SPD) for logger power supply -Monitor Hourly, Daily, Monthly & Total lifetime generation (kWh) -Monitor AC power (kW), DC voltage/current, Grid voltage/frequency, Inverter status/fault, Plant PR, Specific yield (kWh/kWp), Availability % -Data logger to collect all weather station sensors + inverter data -Brand: Solar-Log/Huawei Smart Logger/ Meteocontrol Blue'Log XM or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification. 4.Solar PV Weather Station Solar PV Weather Station complete with mast, brackets, surge protection and sensors of following specifications- -Solar Irradiance Sensor, Type: Thermopile Pyranometer OR Class A silicon reference sensor, Standard: IEC 61724 compliant, Accuracy: ±5 W/m^2 or better, Output: RS485 Modbus preferred, Brand: Kipp & Zonen SMP10 / SMP12 Class A or equivalent -Module Back Surface Temperature Sensor, PT100 / PT1000 / Digital RTD type, Accuracy ±1°C or better, UV resistant cable -Ambient Temperature Sensor, Radiation shield included, Accuracy ±0.5°C or better -System shall calculate: Plane of Array Irradiance, Module temperature correction, Performance Ratio (PR), Expected vs Actual Generation, Soiling indication, Inverter downtime detection, Sensor fault alarms -Weather station sensors to connect via RS485 Modbus -Hot dip galvanized / SS304 mast minimum 2 meter above roof obstruction, Sensor mounting at same tilt angle as PV modules for POA sensor, Separate horizontal irradiance sensor, UV resistant cable tray / conduit -Surge protective device (SPD) for sensor line connections -Earthing connection to main solar earth grid -Brand: Seven sensor/Kipp & Zonen or equivalent -Country of Origin: EU/USA or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.
ITT 27.1(h)	The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past 03 (three) years.

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ITT 28.1	The Tender Validity period shall be 120 (One Hundred Twenty) days.
ITT 30.1	The amount of the Tender Security shall be BDT 2,00,000.00 (Two Lakh taka only) in favour of RPCL-NORINCO INTL POWER LIMITED.
ITT 30.2	Not Applicable.
ITT 35.1	In addition to the original of the Tender, 1(one) soft copy containing the scanned copy of the complete tender shall be submitted.
E. Submission of Tender	
ITT 36.2	The inner and outer envelopes shall bear the following additional identification marks: Name of the Tender: Design, Supply, Installation, Testing & Commissioning of 150 kWp On-grid solar system for Township of Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant. Tender Document No.: PUR-38/Patuakhali/solar/26-27 IFT Ref No.: RNPL/1320/2026/1179, Date: 18.06.2026
ITT 37.1	For Tender submission purposes, the Procuring Entity's address is: Attention: Company Secretary, RNPL Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh The deadline for the submission of Tenders is: Time & Date: 20 July 2026 12:00 PM (BST)
F. Opening and Evaluation of Tenders	
ITT 40.1	The Tender opening shall take place at: Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh Time & Date: 20 July 2026 12:30 PM (BST)
ITT 47.4	Not Applicable.
G. Award of Contract	
ITT 58.1	Not Applicable.
ITT 61.1	The amount of Performance Security shall be ten (10) percent of the Contract Price.
	The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within seven (7) working days [as per Rule 123(7) of the PPR 2025] of issuance of the Notification of Award (NoA).

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ITT 61.3	The Security Deposit shall be deducted @ ten (10) percent from the successful Tenderer's (any government enterprise) payable invoices during Contract implementation, if awarded the Contract.
ITT 65.1	The Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate of ten (10) percent from the payment certificate as Retention Money.
ITT 65.3	The Contractual Security against the contract shall not go beyond ten (10) percent of the contract price.
ITT 66.2	The successful Tenderer shall sign the contract with the Procuring Entity within fourteen (14) [mention number of days as per Rule 123(9) of the PPR 2025: 14/21/28] days of issuance of the Notification of Award (NoA).
ITT 69.1	To be decided later. The Adjudicator proposed by the Procuring Entity is *[insert name and address].* The hourly fee shall be Tk *[state amount]* and the reimbursable expenses shall be limited to *[state nature of reimbursable expenses, and limitations in value, if any]* The biographical data of the Adjudicator is: To be decided later.

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Section 3: General Conditions of Contract

A. General

1. Definitions	1.1	In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the 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 45.2. (c) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract; (d) **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; (e) **Contract Documents** means the documents listed in GCC Clause 7.1, including any amendments thereto. (f) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; (g) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the point of delivery, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking and insurances, as applicable. (h) **Day** means calendar day unless otherwise specified as working days. (i) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract; (j) **Force Majeure** means an event or situation beyond the control of the Supplier 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 37; (k) **GCC** means the General Conditions of Contract.

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		(l) **Government** means the Government of the People's Republic of Bangladesh. (m) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves; (n) **"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, District 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; (o) **Procuring Entity** means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the **PCC**; (p) **PCC** means the Particular Conditions of Contract; (q) **Related Services** means Services linked to the supply of Goods contracts; (r) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier; (s) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related services under the Act; (t) **Site** means the point(s) of delivery named in the **PCC.** (u) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Interpretation	2.1	In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.
	2.2	Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of

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		Contract Agreement; except those stated under GCC Sub Clause 7.1(i).
	2.3	Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
	2.4	Non-waiver: (a) Subject to GCC Sub Clause 2.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	2.5	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
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.

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6. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	6.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
	6.2	For the purpose of GCC Sub Clause 6.2 the terms set forth below as follows– (a) "Corrupt practice" means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) "Fraudulent practice" means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution; (c) "Collusive practice" means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the 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 a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders (e) "Obstructive practice" means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related

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		investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023.
	6.3	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 41 shall apply as if such expulsion had been made under Sub-Clause 41.1 (Termination for Default).
	6.4	If corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, determined by the Procuring Entity or the Development Partner (if applicable) against the Supplier alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall; (a) exclude the Supplier from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
	6.5	The Supplier shall be aware of the provisions on corruption, fraudulence, collusion, coercion and of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.
	6.6	The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Supplier'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.
7. Documents Forming the Contract	7.1	The following documents forming the Contract shall be in the following order of precedence, namely:

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and Priority of Documents		(a) The signed Contract Agreement; (b) The Notification of Award; (c) The Completed Tender; (d) Particular Conditions of Contract; (e) General Conditions of Contract; (f) Technical Specifications; (g) Drawings; (h) Priced Schedule and Schedule of Requirements and; (i) Other Documents including correspondences listed in the **PCC** forming part of the Contract.
8. Scope of Supply	8.1	Subject to the **PCC,** the Goods to be supplied shall be as specified in **Section 6: Schedule of Requirements.**
	8.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Goods and related services as if such items were expressly mentioned in the Contract Agreement.
9. Assignment	9.1	The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.
10. Eligibility	10.1	The Supplier and its Subcontractor(s) shall have the nationality of a country other than that specified in the **PCC.**
	10.2	All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the **PCC.**

11. Gratuities / Agency fees	11.1	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.
12. Confidential Details	12.1	The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	12.2	Any document, other than this Contract itself, enumerated in GCC Clause 12.1 shall remain the property of the Procuring

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		Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.
13. Trademark, Patent and Intellectual Property Rights	13.1	The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911.
14. Copyright	14.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15. Subcontracting	15.1	Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
	15.2	Subcontracting of any portion of the Goods shall not relieve the Supplier from any liability or obligations that may arise from its performance.
	15.3	Supplier shall retain full responsibility for the contract and cannot pass any contractual obligations to the Subcontractor and under no circumstances assignment of the contract to the Subcontractor be allowed.
	15.4	Subcontractors shall comply with the provisions of GCC Clause 6 and 10.
16. Supplier's Responsibilities	16.1	The Supplier shall supply all the Goods specified in the Scope of Supply as stated under GCC Clause 8 and the Delivery and Completion schedule, as stated under GCC Clauses 21 and 22 in conformity with the provisions of the Contract Agreement.
17. Procuring Entity's Responsibilities	17.1	Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Procuring Entity may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses.
	17.2	The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

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18. Issue change order, Order for Additional Delivery	18.1	The Procuring Entity may at any time order the Supplier through notice in accordance with GCC Clause 3, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where goods to be delivered under the Contract are to be specifically manufactured for the Procuring Entity; (b) the method of packing; (c) the place(s) of delivery of goods and related services; and (d) the related services to be provided by the Supplier.
	18.2	The Procuring Entity may, in exceptional circumstances, issue additional delivery order where the items already been procured through competitive method of an additional quantity within warranty period provided that prices are still the most advantageous to the Procuring Entity after price verification.
	18.3	The Supplier shall, under no circumstances, proceed to commence the delivery of Goods under GCC Sub Clause 18.1 and 18.2 unless it has been approved by the **Approving Authority** or authority next higher, as appropriate.
19. Order for Additional Delivery	19.1	If any change under GCC Sub Clause 18.1 causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, as applicable.
20. Packing and Documents	20.1	The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	20.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Sub Clause 20.1, including additional requirements, if any, specified in the **PCC**, and in any subsequent instructions ordered by the Procuring Entity.
	20.3	The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.

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21. Delivery and Documents	21.1	Subject to GCC Clause 18, the delivery of the Goods and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the **PCC.**
22. Acceptance	22.1	Acceptance by the Procuring Entity shall be processed not later than fourteen (14) working days from receipt of the goods at final destination in the form of an Acceptance Certificate as per format **PG3-D**, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 30 and 31. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 30 and GCC Clause 31.
	22.2	Technical Examination and Acceptance Committee (TEAC), constituted by the Procuring Entity, shall commence the inspection, examination and acceptance process within twenty-four (24) hours from delivery of the goods, and complete the same as soon as practicable.
23. Contract Price	23.1	The Contract Price shall be as specified in the **PCC** subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
	23.2	Prices charged by the Supplier for the Goods delivered and the related services performed under the Contract shall not vary from the price as stated under GCC Sub Clause 23.1, with the exception of any change in price resulting from a Variation Order or Order for Additional Delivery issued under GCC Clause 18 and 19.
24. Transportation	24.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any.
25. Terms of Payment	25.1	The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC.**
	25.2	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and related services performed, and accompanied by the documents as stated under GCC Clause 21 and 22 and upon fulfilment of any other obligations stipulated in the Contract Agreement.

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	25.3	Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
	25.4	Payments due to the Supplier under this Contract shall be made in Bangladesh Taka (BDT) Currency.
	25.5	In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period as stated under GCC Sub Clause 25.3, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate specified in the **PCC**, for the period of delay until payment has been made in full.
26. Insurance	26.1	The Goods supplied under this Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery until their acceptance by the Procuring Entity.
27. Taxes and Duties	27.1	The Supplier shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside or outside Bangladesh.
	27.2	In the event that the rate of any direct or indirect tax (including, but not limited to, income tax, VAT, customs duties, etc.) is altered by virtue of any law, regulation, order, or other legal instrument, the Contract Price shall, subject to the approval of the Head of the Procuring Entity, be adjusted (either upward or downward) so as to ensure that the net amount payable to the Supplier remains unaffected by such legal changes.
28. Performance Security	28.1	The Procuring Entity shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
	28.2	The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more. (a) The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her; and (b) The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
	28.3	In the event as stated under GCC Sub Clause 28.2, the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the security.
	28.4	If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Supplier not later than seven (7) days following the date of making the final payment to the Supplier under the Contract

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		and subject to the issuance of the Acceptance Certificate by the Procuring Entity,
29. Retention Money	29.1	The Procuring Entity shall retain an amount from the payable amount due to the Supplier at the percentage specified in the **PCC** until successful expiration of the Warranty period as mentioned in GCC Sub Clause 32.3.
	29.2	The Retention Money shall only be released after the expiry of the Warranty Period pursuant to GCC Clause 32, provided that the Goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect. i. For example, a ball pen that does not write is patently defective. (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable. ii. For example, a ball pen that writes 0.75 km instead of the expected 1.5 km, has a latent defect.
	29.3	If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 32.7, the Procuring Entity may proceed to call upon the security without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law

30. Specifications and Standards	30.1	The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.
	30.2	If there is no applicable standard, the Goods must conform to the authoritative standards appropriate to the Good's country of origin. Such standards must be the latest issued by the concerned institution.
	30.3	Subject to the GCC Clause 18, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
	30.4	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 18.

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31. Inspections, Examinations and Tests	31.1	The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The **PCC** and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. The Supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods as are specified in the Contract.
	31.2	The Supplier shall provide the Procuring Entity with a report of the results of any such test.
	31.3	The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.
	31.4	The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 30.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.
	31.5	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
	31.6	The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery and Completion Schedule and the other obligations so affected.
	31.7	The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice under GCC Sub Clause 31.5.
	31.8	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub Clause 31.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

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32. Warranty	32.1	The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 18.
	32.2	The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
	32.3	In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or such other period as may be specified in the **PCC.**
	32.4	The Warranty Period of the Supplies shall start from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.
	32.5	The Warranty Periods may vary among the various items and lots. The warranty for Goods delivered earlier will expire earlier than the succeeding deliveries.
	32.6	The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	32.7	Upon receipt of such notice, the Supplier shall, within the period specified in the **PCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
33. Extension of Delivery and Completion Schedule	33.1	The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the **TDS.**
	33.2	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 21 and GCC Sub Clause 33.1, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension shall be submitted before the lapse of the original delivery date.
	33.3	Within twenty-one (21) days of receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.

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	33.4	The Procuring may extend up to thirty percent (30%) of the original contract time. above 30% of the original contract time as mentioned in GCC Sub Clause 33.1 .
	33.5	In the case an extension of the original delivery schedule required under GCC Sub Clause 33.1 is or will be more than thirty (30) percent but not beyond one hundred (100) percent additional to 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.
	33.6	In exceptional cases, where an extension of the original contract time required under GCC Sub Clause 33.1 is or will be more than one hundred (100) percent of the original Contract time, approval of the Secretary of the concerned ministry or division for the same shall be required.
	33.7	Except in case of Force Majeure, as provided under GCC Clause 37, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of Liquidated Damages pursuant to GCC Clause 34, unless an extension of the Delivery and Completion Schedule is agreed upon, pursuant to GCC Clause 33.
34. Liquidated Damages	34.1	Except as provided under GCC Sub Clause 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule under GCC Clause 33, the Procuring Entity shall, as Liquidated Damages or Delay 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 or part thereof delivered after the Delivery and Completion Schedule or as extended. 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 Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.
35. Limitation of Liability	35.1	Except in cases of criminal negligence or wilful misconduct, (a) the Supplier 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 Supplier to pay liquidated damages to the Procuring Entity; and (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the

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		Procuring Entity with respect to patent infringement.
36. Adjustment for Changes in Legislation	36.1	Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law 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 Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable, under GCC Clause 23.
37. Force Majeure	37.1	Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (iv) 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 (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity; (vi) freight embargoes; (vii) acts of the Government in its sovereign capacity.
	37.2	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 Supply as stated under GCC Sub Clause 40.2.
38. Notice of Force Majeure	38.1	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.

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	38.2	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.
39. Duty to Minimise Delay	39.1	Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.
	39.2	A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
40. Consequences of Force Majeure	40.1	The Supplier 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
	40.2	The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to Force Majeure as defined in the Contract.
	40.3	Delivery shall be made either upon the lifting or the expiration of the suspension order. However, if the Procuring Entity terminates the contract as stated under GCC Clause 40, resumption of delivery cannot be done.
	40.4	After receiving notice under GCC Sub Clause 37.1, the Procuring Entity shall proceed to determine these matters under the provisions of the Contract.
41. Termination for Default	41.1	The Procuring Entity, without prejudice to any other remedy for fundamental breach of Contract, by giving fourteen (14) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part if any of the following events (but not limited to) occurs: i. the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33; or ii. the Supplier does not maintain a Security, which is required; or iii. the Supplier fails to perform any other obligation under the Contract; or iv. the Supplier, in the judgement of the Procuring Entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practice as defined in GCC Clause 6, in competing for or in executing the Contract; or v. the deductible amount due to Liquidated Damages reaches its maximum as stated under GCC Sub Clause 33 vi. the Supplier has assigned any subcontractor for any part or the full of scope under this contract after the contract has been signed.

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	41.2	If any of the events pointed out under GCC Sub Clause 41.1 or any such event that is not listed in that clause but can be deemed as a fundamental breach of a contract happens, the affected party shall notify (first notice- Notice of Default) the defaulted party of such event and its intention to terminate the contract making reference(s) to the relevant GCC Clauses and ask the defaulted party the reason why the affected party will not terminate the contract with a 21-day timeline from the issuance of the first notice to provide any clarification.
	41.3	If the Procuring Entity receives a reasonable clarification on the breaching event from the Supplier or the Supplier attempts and accomplishes any remedial action to mitigate the breach event, the Procuring Entity may affirm the contract without limiting its right to terminate the contract for any other fundamental breach by the Supplier.
	41.4	If the Procuring Entity does not receive any response or receive an unacceptable clarification on the breach event, it may terminate the contract mentioning an immediate effective date through a final notice.
	41.5	The final notice (Notice of Termination) will be issued by the Procuring Entity getting approval from the Head of the Procuring Entity and the Supplier shall not perform any activity after issuance of that notice.
	41.6	The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.
	41.7	In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 41.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs as mentioned in the **PCC** for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
42. Termination for Insolvency	42.1	The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.
43. Termination for Convenience	43.1	The Procuring Entity, by giving twenty-one (21) days written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which

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		performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
	43.2	The Goods that have been delivered and/or performed or are ready for delivery or performance within twenty-one (21) days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect: (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier
	43.3	The expiration of the Delivery and Completion Schedule, initiation of amicable settlement of disputes, adjudication and arbitral proceedings under the set terms and conditions shall not be deemed a termination of the contract.
44. Amendment to Contract	44.1	The amendment to Contract shall generally include equitable adjustments in original Contract price, Delivery and Completion Schedule and, any other changes acceptable under the conditions of the Contract.
	41.2	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.
45. Settlement of Disputes	45.1	<u>Amicable Settlement:</u> The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
	45.2	<u>Adjudication</u> (a) If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement; (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;

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		(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 Supplier 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 Supplier 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 Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the **PCC** at the request of either party, within fourteen (14) days of receipt of a request from either Party.
	45.3	Arbitration (a) If the Parties are unable to reach a settlement under GCC Clause 45.1 or 45.2 within twenty-eight (28) days of the first written correspondence on the matter of disagreement or within twenty-eight (28) days of the date of decision made by the Adjudicator as per GCC Sub Clause 45.2(c), then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 45.3(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**.

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Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(o)	The Procuring Entity is RPCL-NORINCO INTL POWER LIMITED.
GCC 1.1(t)	The site(s)/ point(s) of delivery is/are: Site location: Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant, Dhankhali, Kalapara, Patuakhali. Site detailed information: The system will be installed at rooftop of the Canteen Building of Township of Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant, Dhankhali, Kalapara, Patuakhali.
GCC 3.1	For **notices**, the Procuring Entity's contact details shall be: Attention: Md. Towfique Islam, Project Director, Patuakhali 1320 (2×660) Mw Coal Fired Thermal Power Plant. Adress: Asian Tower 9th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh Telephone: +880255098012, 0255098013, 0255098014. Electronic mail address: se_procurement@rnpl.com.bd
	For **notices**, the Supplier's contact details shall be: Attention: Address: Telephone: Electronic mail address:
GCC 7.1(i)	The following documents shall also be part of the Contract: 1. Acceptance of NOA 2. Performance Security 3. All correspondence between PE and Supplier
GCC 8.1	The Scope of Supply shall be defined in Section 6, Schedule of Requirements & Section 7: Technical Specifications.
GCC 10.1	The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel
GCC 10.2	Goods and related services to be supplied shall not have their origin in the following countries: Israel

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<table>
<tr><td>GCC 20.2</td><td>The packing, marking and documentation inside and outside the packages shall be:
The outer packing may be clearly marked on at least four slides as follows:
Name and address of Procuring Entity
Name of the Supplier
Contract Description
Final Destination/Delivery Point
Gross weight
Package number of total number of packages
Brief description of the content
Any special lifting instructions
Any special handling instructions</td></tr>
<tr><td>GCC 21.1</td><td>The documents to be furnished by the Supplier shall be as follows: (a) Copies of Suppliers invoice showing goods description, quantity, unit price, total amount (b) Delivery note/ Challan (C) Manufacturers/ suppliers warranty certificate (d) Certificate of origin issued/attested by the Chamber of Commerce of Exporting/ Manufacturers Country in one (1) original (For the goods which will be imported) (e) Mushak Challan-6.3 and Tax Acknowledgement Slip of 2024-2025 (f) Insurance copy
Note-1: VAT and AIT will be deducted at source during payment at the rate of the latest NBR circular. So, tenderers are advised to quote considering VAT and AIT accordingly.
Note-2: The supply of goods and related service shall be completed within 120 days from the date of contract signing. One hundred percent (100%) payment shall be made after issuance of the Work Completion Certificate, R&I, QC, and Acceptance Certificate by the end user.</td></tr>
<tr><td>GCC 23.1</td><td>The original Contract price is: [insert the amount in the NOA]</td></tr>
<tr><td>GCC 25.1</td><td>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
<table>
<tr><th>Number of Bill statement</th><th>Percentage (%)</th><th>Payment Condition</th></tr>
<tr><td>1st R/A Bill</td><td>40% of the contract price</td><td>After successful delivery at site</td></tr>
<tr><td>2nd R/A Bill</td><td>60% of the contract price</td><td>After issuance of Acceptance Certificate of Installation, Testing & Commissioning of 150 kWp On-grid solar system.</td></tr>
</table></td></tr>
</table>

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<table>
<tr><td>GCC 25.3</td><td>Payments shall be made in no case later than the days 60 (sixty) after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.</td></tr>
<tr><td>GCC 25.5</td><td>Not Applicable.</td></tr>
<tr><td>GCC 29.1</td><td>The portion of payments to be retained is ten (10) percent of the contract price.</td></tr>
<tr><td>GCC 31.1</td><td>The inspections and tests shall be
<table>
<tr><th>Goods</th><th>Type of test</th><th>Place</th><th>Procedure</th></tr>
<tr><td>1. PV Panel</td><td>Type of test: Output and Efficiency
Note:
Output and Efficiency should be as per Section 6: Schedule of Requirements & Section 7: Technical Specifications.</td><td>The inspections and tests shall be: 02 (Two) Solar Panel (randomly selected by RNPL) Output and Efficiency at STC 1000 Watt/square meter, AM 1.5 and 25 Degree Celsius. Goods: Solar PV Panel Place:BUET, MIST, KUET by RNPL. Cost of testing will contractor.</td><td>IEC 61215 - Crystalline Silicon PV Module IEC Safety on or As per standard procedure of BUET, MIST, KUET</td></tr>
</table></td></tr>
<tr><td>GCC 32.3</td><td>The Warranty Period shall be: 12 (Twelve) Months.</td></tr>
<tr><td>GCC 32.7</td><td>The Supplier shall correct any defects covered by the warranty within 15 (Fifteen) days of being notified by the Procuring Entity of the occurrence of such defects.</td></tr>
<tr><td>GCC 34.1</td><td>The amount of Liquidated Damages is 0.10 of One (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay.

<u>Guide to application of GCC Sub Clause 34.1 above</u>

[Liquidated damages are equivalent to an amount to be determined in accordance with the following formulae]

T = V x P x n

Where;

T = Total amount of Liquidated Damages

V = Contract Value of undelivered Goods or any part thereof, delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable

P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay

n = No of days delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable.

The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is 10 (Ten) percent of the final Contract Price of the whole of the Goods and related services.</td></tr>
</table>

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GCC 41.7	The percentage to apply to the contract value of the Goods not completed, representing the Procuring Entity's additional cost for completing the incomplete Supply, is Fifteen (15) percent of the revised official estimated cost of the incomplete Supply of Goods.
GCC 45.2(b)&(e)	The Adjudicator jointly appointed by the Parties is: Name: Address: Tel/Cell No: Fax No: e-mail address:
	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).
GCC 45.3(b)	Arbitration shall take place in: *[insert the name of the place with location and district]* The place of Arbitration is: Institution of Engineers, Bangladesh (IEB), Dhaka, Bangladesh.

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Section 5. Tender and Contract Forms

Form	Title
	Tender Forms
PG3-1	Tender Submission Letter
PG3-1A	Letter of Authorization
PG3-2	Tenderer Information
PG3-3	Subcontractor Information (*if applicable*)
PG3-4A	Price Schedule for Goods
PG3-4B	Price Schedule for Related Services
PG3-5	Specifications Submission and Compliance Sheet
PG3-6	Manufacturer's Authorisation Letter
PG3-7	Bank Guarantee for Tender Security (*when this option is chosen*)
PG3-8	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)
	Contract Forms
PG3-9	Notification of Award
PG3-10	Contract Agreement
PG3-11	Bank Guarantee for Performance Security (*when this option is chosen*)
PG3-12	Bank Guarantee for Advance Payment (*if applicable*)
PG3-13	*Contract Amendment*

Forms PG3-1 to PG3-8 are the contents of the Tender Forms and should be completed as stated in ITT Clauses 23.

Forms PG3-9 to PG3-13 are the contents of the Contract Forms as stated in GCC Clause 7.

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Tender Submission Letter (Form PG3-1)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

To: *[Contact Person]* *[Name of the Procuring Entity]* *[Address of the Procuring Entity]*	Date:
Invitation for Tender No:	*IFT No.*_____
Tender Package No:	*Package No.*_____
Lot No: (*when applicable*)	*Lot No.*_____

We, the undersigned, tender to execute in conformity with the Tender Document, the following Goods, viz:

In accordance with ITT Clause 23 and 24, the following price applies to our Tender:

The Tender price is: (ITT Sub Clause 23.9 and 24.1)	Tk._____ *[in figures]* Taka_____ *[in words]*
The advance payment (when applicable) is: *[insert the amount based on percentage of the Tender Price]* (GCC Sub Clause 25.1)	Taka_____ *[in words]* Taka_____ *[in words]*

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form PG3-12.

In accordance with ITT Clauses 23, the following discounts shall apply to our Tender:	
The unconditional discount proposed in this package/Lot/other lot(s) of the Tender is:	In Percentage (%).----------
The discount shall be equally applicable on all the items of Price Schedules within each lot after arithmetical correction.	

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

(a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 28.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) a Tender Security is attached in the form of a *[state Pay Order, Bank Draft, Bank Guarantee]* in the amount stated in the Tender Data Sheet (ITT Clause 30) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;

(c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated and, in the amount, stated in the Tender Data Sheet (ITT Clause 61) and in the form specified in the Tender Data Sheet (ITT Clause 62) valid for a period of twenty-eight (28) days beyond the date of completion of our performance obligations;

(d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date];* including Addendum to Tender Document No(s) [*state numbers*], issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued];*

(e) we, including as applicable, Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub Clause 5.1;

(f) we are submitting this Tender as a sole Tenderer;

(g) *we are not a Government owned entity as defined in ITT Sub Clause 5.10*

or

we are a Government owned entity, and we meet the requirements of ITT Sub Clause 5.10;

(h) we declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause 5.6;

(i) we, including as applicable Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT Sub Clause 5.7;

(j) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

(k) we intend to subcontract an activity or part of the Goods, in accordance with ITT Clause 15.1 to the following Subcontractor(s);

Nature of the Supply or related service	Name and address of Subcontractor

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(l) we confirm that we are not currently suspended or debarred in connection with ITT Clause 5.8,

(m) we are not participating as Tenderer in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

(n) we confirm that currently we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Sub Clause 5.9;

(o) we, including confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.5;

(p) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderer, in accordance with ITT Clause 55.

Signature:	*[insert signature of authorised representative of the Tenderer]*
Name:	*[insert full name of signatory with National ID Number]*
In the capacity of:	*[insert capacity of signatory]*
Duly authorised to sign the Tender for and on behalf of the Tenderer	

[If there is more than one (1) signatory, add other boxes and sign accordingly].

Attachment 1:

[ITT Clause 35]

Written confirmation authorising the above signatory(ies) to commit the Tenderer

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Letter of Authorization (Form PG3-1A)

[This is the format for the Letter of Authorization submitted by the tenderer in accordance with ITT Clause 35.3]

Invitation for Tender No: Date:

Tender Package No: Lot No (*when applicable*)

To:

[*Name and address of the Procuring Entity*]

I/We, the undersigned, as the Sole Proprietor/Authorized Partner/Partner-in-Charge/Managing Director/Chairman/Chief Executive Officer of the firm titled [*Insert Name and Address of the firm*], do hereby authorize [*Insert name, designation, address and NID of the person being authorized*] to sign all the documents related with the tender on behalf of the firm. His/her specimen signatures are given below:

(signature)

1.....

(signature)

2.....

(signature)

3.....

(Signature)

Date: *Name, designation, address and NID*

Note:

1. Relevant documentary evidence of authorizing capacity of the signatory of this authorization letter shall be attached.

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Tenderer Information (Form PG3-2)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

Invitation for Tender No: *IFT No]*

Tender Package No: *[Package No]*

Lot No (*when applicable*) *[Lot No)]*

1.	Eligibility Information of the Tenderer [ITT –Clauses 5 & 25]	
1.1	Nationality of individual or country of registration	
1.2	Tenderer's legal title	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Government-owned Enterprise	
	Others [please describe, if applicable]	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	National ID number	
	Address	
	Telephone / Fax numbers	

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	e-mail address				
1.7	Litigation [ITT Sub Cause 14.1(a)]				
	A. No pending litigation ☐ [if no pending litigation put Tick Mark in Box]				
	B. Pending litigation				
	Month/ Year	Matter in dispute		Value of Pending Claim in Taka	
1.8	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 27]			
The following two information are applicable for National Tenderers					
1.9	Tenderer's Value Added Tax Registration (VAT) Number				
1.10	Tenderer's Tax Identification Number (TIN)				
[The foreign Tenderers, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]					
2.	Qualification Information of the Tenderer [ITT Clause 27]				
2.1	General Experience in the Supply of Goods [State years of experience]				
2.2	Specific Experience of satisfactory completion of supply of similar Goods				
	Contract No Name of Contract	[insert reference no] of [insert year] [insert name]			
	Role in Contract *[tick relevant box].*	Prime Supplier	Subcontractor	Management Supplier	
	Award date Completion date Total Contract Value	[insert date] [insert date] [insert amount]			
	Procuring Entity's Name Address Tel e-mail Brief description with justifications of the similarity compared to the	[state justification in support of its similarity compared to the proposed supply]			

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	Procuring Entity's requirements	

2.3	Supply and/or production capacity of Goods are:		
	Year	Quantity	Type of Goods

2.4	Liquid assets available [ITT Sub Clause 14.1(b)]		
	No	Source of Financing	Amount Available
In order to confirm the above statements, the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 27.1(e)			
2.5	Contact Details [ITT Sub Clause 27.1 (g)]		
	Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		

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Subcontractor Information Form (Form PG3-3)
(Not Applicable)

[This Form should be completed and signed by each Subcontractor, without alterations, preferably on its Letter-Head Pad]

Invitation for Tender No: *[IFT No]*

Tender Package No *[Package No]*

Lot No. (*when applicable*) *[Lot No]*

1.	Eligibility Information of the Subcontractor [*ITT –Clauses 5 & 25*]	
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	
1.3	Subcontractor's registered address	
1.4	Subcontractor's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Government-owned Enterprise	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	

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	Address	
	Telephone numbers	
	e-mail address	
1.7	Subcontractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 25 in support of its qualifications
The following two information are applicable for national Subcontractors		
1.8	Subcontractor's Value Added Tax Registration (VAT) Number	
1.9	Subcontractor's Tax Identification Number (TIN)	
[The foreign Subcontractors, in accordance with ITT sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]		
2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 15.1]		
2.1	Elements of Activity	Brief description of Activity
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged	
	Name of Contract and Year of Execution	
	Value of Contract	
	Name of Procuring Entity	
	Contact Person and contact details	
	Type of Work performed	

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Price Schedule for Goods & Related Services (Form PG3-4A)

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	*[enter description as specified in Section 6]*
Tender Lot No:		Lot Description:	*[enter description as specified in Section 6]*

A: PRICE OF GOODS **& Related Services** (Including Spare Parts, if any) AND DELIVERY SCHEDULE

SN	Description of Items	Qty	Unit	(a) Country of Origin, (b) Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
				(Note 1)	(Note 2)		(Note 3)	

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SN	Description of Items	Qty	Unit	(a) Country of Origin, (b) Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
1	**PV Module** -Solar cell type: N-type Mono crystalline Bifacial - Solar panel capacity: 620 Wp - Category: Tier-1 (JA, Jinko, Longi, Trina, Canadian Solar, Astronergy, or equivalent accepted/approved by the engineer In-charge.) - Country of Origin: China -Product warranty against manufacturing defects : minimum 12 years and their replacement during this period -Performance warranty: linear degradation, Maximum 1% (first year) in subsequent years, maximum 0.5% until the 25th year - Certification: IEC 61215, IEC 61730, IEC 61701, IEC 62716, IEC 60904 - Efficiency: Minimum 22% - 23% - Temperature Cycling Range: 0°C to +85°C - Short Circuit current, Open Circuit Voltage, Current and Voltage in Maximum Power must be mentioned. -Resistance to a maximum pressure load of 5400 Pa and vacuum of 2400 Pa (according to BDS IEC 61215) -Its frame must be made of clear anodized aluminum. - Solar module model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Manufacturers' Authorization from solar panel manufacturer. -Front and Back Glass-2.0 + 2.0 mm tempered, low iron for durability and light transmission, anti-reflective glass, anti PID. -The complete PV module shall be diode protected at junction box to protect reverse current. -Power de-rating allowed should be not more than (-0.41%)/Degree Celsius -Parameters for PV Panel should be at Standard Test Condition of solar irradiance of 1000 W/m2, Cell Temperature of 25 degree Celsius and AM of 1.5g.	242	pcs					
2	**PV Mounting Structure** -Solar Panel Supporter (Purlin): 38x38x4 mm MS Angle -Main Purlin Supporter (Rafter): 50x50x4 mm MS Angle -Main Pole: 59 mm dia 2.9 mm thickness MS Pipe -All materials of solar panel mounting shall be of hot deep galvanized iron or equivalent to ensure rust protection of the installation. All nut bolts shall be of stainless steel (SS) or galvanized mild steel (MS) materials. -MS Pole securely welded with existing PIER base plate. -Expected life: Minimum 20 Years	150	kWp					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
3	**Grid Tie Inverter:** -Brand: Huawei, SMA, Fronius, Solis, Growatt, Sungrow, Crown, Solax, Livoltek or equivalent accepted/approved by the engineer In-charge. - Country of Origin: China -Capacity : 3×50 kW -Expected life: Minimum 10 Years -Warranty: Minimum 05 Years -Certification: IEC 62109, IEC 61727, IEC 62116, IEC 61683 -Input DC voltage: Maximum Input Limit 1100 V DC -Output AC voltage: Three phase, 400 (-15% to +10%) volts -Operating temperature range: -25°C to 60°C -Relative humidity: 0- 95%, non- condensing -Total harmonic distortion (THD): Max 3% -Efficiency: Minimum 97%-Power Factor (Cosθ): -0.80< P.F.< +0.80 -There must be an LCD/LED display monitor. Voltage, current, power, frequency and generation, ground fault monitoring, and other basic information must be accessiblethere with data logger. -Must have DC reverse polarity protection and AC short circuit current protection -Shall have lightning induced current protection by surge protective device (SPD) of adequate rating both in DC and AC side in parallel at the entry and exit terminal of the inverter. Shall also have over load and over current protection from both DC and AC side. -Must Have Maximum Power Point Tracker (MPPT). -Min IP Rating: IP65-AC frequency: Must be grid standard.-On-Grid Inverter model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Remote Monitoring -Must have GSM/GPRS/Ethernet/RS485/RS232/WiFi/LAN dongle with inverter to monitor the inverter remotely. Remote monitoring shall be free of cost through website and mobile application s-Must have built in Anti Islanding protection	3	set					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
4	**Monitoring System (Main Controller / Data Logger)** Industrial Solar Monitoring Gateway / Data Logger with following minimum specification: -Compatible with multiple inverter brands through Modbus RTU / Modbus TCP / SunSpec -Minimum 10 inverter/device integration capacity -Ethernet port: minimum 1 no. -RS485 ports: minimum 2 no. --Minimum 10 years free access to storage data through website and app -Minimum internal Data Storage 30 days -Cloud portal with web login -Real-time monitoring interval ≤ 5 minutes -Mobile App access -Historical data downloadable in CSV / Excel -IP rating minimum IP65 -Operating temperature: -10°C to +60°C -Power supply: 24VDC or 230VAC -Surge protective device (SPD) for logger power supply -Monitor Hourly, Daily, Monthly & Total lifetime generation (kWh) -Monitor AC power (kW), DC voltage/current, Grid voltage/frequency, Inverter status/fault, Plant PR, Specific yield (kWh/kWp), Availability % -Data logger to collect all weather station sensors + inverter data -Brand: Solar-Log/Huawei Smart Logger/ Meteocontrol Blue'Log XM or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.	1	set					
5	**Solar PV Weather Station** Solar PV Weather Station complete with mast, brackets, surge protection and sensors of following specifications- -Solar Irradiance Sensor, Type: Thermopile Pyranometer OR Class A silicon reference sensor, Standard: IEC 61724 compliant, Accuracy: ±5 W/m^2 or better, Output: RS485 Modbus preferred, Brand: Kipp & Zonen SMP10 / SMP12 Class A or equivalent -Module Back Surface Temperature Sensor, PT100 / PT1000 / Digital RTD type, Accuracy ±1°C or better, UV resistant cable -Ambient Temperature Sensor, Radiation shield included, Accuracy ±0.5°C or better	1	set					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
	-System shall calculate: Plane of Array Irradiance, Module temperature correction, Performance Ratio (PR), Expected vs Actual Generation, Soiling indication, Inverter downtime detection, Sensor fault alarms -Weather station sensors to connect via RS485 Modbus -Hot dip galvanized / SS304 mast minimum 2 meter above roof obstruction, Sensor mounting at same tilt angle as PV modules for POA sensor, Separate horizontal irradiance sensor, UV resistant cable tray / conduit -Surge protective device (SPD) for sensor line connections -Earthing connection to main solar earth grid -Brand: Seven sensor/Kipp &Zonen or equivalent-Contry of Origin: EU/USA or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.							
6	**AC Combiner Box** -AC Combiner Box Almirah Type With Bus Bar and MCCB Inside. -Dust & Vermin proof Powder Coated Box, -Box sheet min 16 SWG. -Inverter MCCB Adjustable- 100 A @ 3 Nos Brand: ABB/Schneider/Simens -Main MCCB Adjustable- 160 A @ 2 Nos, Brand: ABB/Schneider/Simens -Tin Coated Copper Main (TP+N) Busbar Size: 30x8 mm dia @ 372 A -Tin Coated Copper Earth Busbar Size: 30x4 mm dia @ 186 A -AC SPD- 3P+N+PE, 45 kA, Brand: Schneider/ABB @ 1 Nos -AC Combiner Box Size: 650x1200x500 mm (WxHxD) @ floor or wall mounted - Warranty: Minimum 02 years -Country of Origin: USA/EU or equivalent accepted/approved by the engineer In-charge	1	set					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
7	DC Cable (PV panel to Inverter) The 1*4 rm NYYF Cable (apprx.1600m), up to 1500V DC and is resistant to UV, heat, and moisture, making it suitable for outdoor use. The cable must ensure stable current flow with minimal power loss, and it meets safety and performance standards for solar applications. Country of Origin: China All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot					
8	AC Cable (Inverter to AC combiner) The 4Cx25 RM NYY AC cable (approx. 45 m) is a copper conductor cable with a 25 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard . The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge	1	lot					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
9	**AC Cable (Inverter to AC combiner earthing)** The 1C*16 RM BYA AC cable (approx. 45m) is a copper conductor cable with a 16 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot					
10	**AC Cable** **(AC combiner to Main Bus)** The 4*70 RM NYY AC cable (approx. 20m) is a copper conductor cable with a 70 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
11	AC Cable (AC combiner to main Bus earthing) The 1C*35 BYA RM AC cable (approx. 20m) is a copper conductor cable with a 35 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot					
12	AC Cable (PV Panel earthing) The 1C*4 RM BYA AC cable (approx. 100m) is a copper conductor cable with a 4 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot					
13	Cable Tray -Galvanized coating perforated covered cable tray -Size: 50x50 mm	1	lot					

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SN	Description of Items	Qty	Unit	(a)Country of Origin, (b)Country of Manufacturing	Unit price	Total price	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
14	**Accessories** Other Accessories as per the requirement (Nut Bolt, screw, cable lugs, cable tie, royal bolt, electric tape, connectors and other required accessories)	1	lot					
15	**Lightning Protection System** Early Streamer Emission Air Terminal (ESEAT)-Certified advance Time: Maximum 60µ second with Withstand Peak Lightning Current 100 KA.- Radius of protection: 90 – 100 meter at 5 meter height from the plan. -Brand: ABB or equivalent-Product certification and standards: NFC 17-102, IEEE 998-2012, UL-96 (lightning protection component) (standard of safety) or equivalent-Manufactured / Assembled and made in : USA / FRANCE / AUSTRALIA or EU countries. -Air Terminal mast Made of stainless steel (Type : 316), Length : 2300 mm, Dia : 30mm,The mast shall be fixed on the top of roof with SS nuts bolts, clamps as per sample approved by the Engineer-in-charge. -Earthing (2 nos.) for the lightning arrester as per instruction and approval of the Engineer In Charge. Size of the pit : (600mmx600mmx600mm), Copper earth electrode (12.7mm dia copper rod), Length of the copper earth electrode: minimum 20m, Copper made down conductor having dia 12.7 mm or copper strip (30mmx2mm) with fixing, earth test box with Test Joint : (79mm x 50mm x 20mm) made of copper. Line coupling made of copper (30mm x 2mm and dia 8mm), the earth resistance must be less than 1 Ohm as per related standard and code of practice. -Warranty: Minimum 02 Years	1	set					
16	**Cleaning System** -Pressure pump 1.5 HP -1 inch uPVC pipe network throught the PV panel area -Required Elbow, Tee, Nipple, Union etc -Ball valve at every 50 ft interval -3/4 inch garden pipe with high speed nozzle	1	set					
17	**Supplying, installation, testing & commissioning** Supplying, installation, testing & commissioning of solar power system (on grid / grid tie) with required quantities of mono crystalline silicon solar PV modules, inverters, monitoring system/Logger, Weather Station etc. as per above specifications, standards, and certification.	1	lot					
	Total Price							

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Note 1: Country of Origin shall indicate the country of patent registration i.e. the country where the goods are deemed to have originated for trade.

Note 2: All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers

Note 3: Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.

Signature:	*[insert signature of authorised representative of the Tenderer]*
Name:	*[insert full name of signatory with National ID]*
In the capacity of:	*[insert designation of signatory]*
Duly authorised to sign the Tender for and on behalf of the Tenderer	

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Price Schedule for Related Services (Form PG3-4B)
(Not Applicable)

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Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	*[enter description as specified in Section 6]*
Tender Lot No:		Lot Description:	*[enter description as specified in Section 6]*

B: PRICE OF RELATED SERVICES (Including Incidental services, if any) AND COMPLETION SCHEDULE

1	2	3	3	4	5	6	7	
Item No .	Description Of Item	Country of Origin	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Completion as per Schedule of Requirement	Completion Schedule Offered as per Schedule of Requirement
				(Note1)			(Note2)	

Note 1: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable, and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers.*

Note 2: *Tenderers will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements*

Signature:	*[insert signature of authorised representative of the Tenderer]*
Name:	*[insert full name of signatory with National ID]*
In the capacity of:	*[insert designation of signatory]*
Duly authorised to sign the Tender for and on behalf of the Tenderer	

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Sample VAT & TAX Calculation

[The following illustration is only for information. A Tenderer is requested to follow this illustration for filling up the Price Schedule for Goods & Related Services (Form PG3-4A)]

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

Note:

- This above-mentioned VAT & TAX calculation has been incorporated from **S.R.O No. 161-Law/Tax-36/2024 & S.R.O No-19-Law/2025/273-VAT**

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Specifications Submission and Compliance Sheet (Form PG3-5)

Invitation for Tender No: Date:

Tender Package No: Package Description: *[enter description as specified in Section 6]*

Tender Lot No: Lot Description: *[enter description as specified in Section 6]*

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SN	Name of Item	Description of Item	Compliance [tenderer to specify whether complied or not or propose equivalent alternate brand]
1	PV Module	-Solar cell type: N-type Mono crystalline Bifacial - Solar panel capacity: 620 Wp - Category: Tier-1 (JA, Jinko, Longi, Trina,Canadian Solar, Astronergy, or equivalent accepted/approved by the engineer in-charge.) - Country of Origin: China -Product warranty against manufacturing defects : minimum 12 years and their replacement during this period -Performance warranty: linear degradation, Maximum 1% (first year) in subsequent years, maximum 0.5% until the 25th year - Certification: IEC 61215, IEC 61730, IEC 61701, IEC 62716, IEC 60904 - Efficiency: Minimum 22% - 23% - Temperature Cycling Range: 0°C to +85°C - Short Circuit current, Open Circuit Voltage, Current and Voltage in Maximum Power must be mentioned. -Resistance to a maximum pressure load of 5400 Pa and vacuum of 2400 Pa (according to BDS IEC 61215) -Its frame must be made of clear anodized aluminum. - Solar module model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Manufacturers' Authorization from solar panel manufacturer. -Front and Back Glass-2.0 + 2.0 mm tempered, low iron for durability and light transmission, anti-reflective glass, anti PID. -The complete PV module shall be diode protected at junction box to protect reverse current. -Power de-rating allowed should be not more than (-0.41%)/Degree Celsius -Parameters for PV Panel should be at Standard Test Condition of solar irradiance of 1000 W/m2, Cell Temperature of 25 degree Celsius and AM of 1.5g.	[please specify the proposed brand of the item along with country of origin]
2	PV Mounting Structure	-Solar Panel Supporter (Purlin): 38x38x4 mm MS Angle -Main Purlin Supporter (Rafter): 50x50x4 mm MS Angle -Main Pole: 59 mm dia 2.9 mm thickness MS Pipe -All materials of solar panel mounting shall be of hot deep galvanized iron or equivalent to ensure rust protection of the installation. All nut bolts shall be of stainless steel (SS) or galvanized mild steel (MS) materials. -MS Pole securely welded with existing PIER base plate. -Expected life: Minimum 20 Years	

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SN	Name of Item	Description of Item	Compliance [tenderer to specify whether complied or not or propose equivalent alternate brand]
3	Grid Tie Inverter	-Brand: Huawei, SMA, Fronius, Solis, Growatt, Sungrow, Crown, Solax, Livoltek or equivalent accepted/approved by the engineer In-charge. - Country of Origin: China -Capacity : 3×50 kW -Expected life: Minimum 10 Years -Warranty: Minimum 05 Years -Certification: IEC 62109, IEC 61727, IEC 62116, IEC 61683 -Input DC voltage: Maximum Input Limit 1100 V DC -Output AC voltage: Three phase, 400 (-15% to +10%) volts -Operating temperature range: -25°C to 60°C -Relative humidity: 0- 95%, non- condensing -Total harmonic distortion (THD): Max 3% -Efficiency: Minimum 97%-Power Factor (Cosθ): -0.80< P.F.< +0.80-There must be an LCD/LED display monitor. Voltage, current, power, frequency and generation, ground fault monitoring, and other basic information must be accessiblethere with data logger. -Must have DC reverse polarity protection and AC short circuit current protection-Shall have lightning induced current protection by surge protective device (SPD) of adequate rating both in DC and AC side in parallel at the entry and exit terminal of the inverter. Shall also have over load and over current protection from both DC and AC side. -Must Have Maximum Power Point Tracker (MPPT).-Min IP Rating: IP65-AC frequency: Must be grid standard. -On-Grid Inverter model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Remote Monitoring - Must have GSM/GPRS/Ethernet/RS485/RS232/WiFi/LAN dongle with inverter to monitor the inverter remotely. Remote monitoring shall be free of cost through website and mobile application -Must have built in Anti Islanding protection	
4	Monitoring System (Main Controller / Data Logger)	Industrial Solar Monitoring Gateway / Data Logger with following minimum specification: -Compatible with multiple inverter brands through Modbus RTU / Modbus TCP / SunSpec -Minimum 10 inverter/device integration capacity -Ethernet port: minimum 1 no. -RS485 ports: minimum 2 no. -Minimum 10 years free access to storage data through website and app -Minimum internal Data Storage 30 days -Cloud portal with web login -Real-time monitoring interval ≤ 5 minutes -Mobile App access -Historical data downloadable in CSV / Excel -IP rating minimum IP65 -Operating temperature: -10°C to +60°C -Power supply: 24VDC or 230VAC -Surge protective device (SPD) for logger power supply -Monitor Hourly, Daily, Monthly & Total lifetime generation (kWh) -Monitor AC power (kW), DC voltage/current, Grid voltage/frequency, Inverter status/fault, Plant PR, Specific yield (kWh/kWp), Availability % -Data logger to collect all weather station sensors + inverter data -Brand: Solar-Log/Huawei Smart Logger/ Meteocontrol Blue'Log XM or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.	

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SN	Name of Item	Description of Item	Compliance [tenderer to specify whether complied or not or propose equivalent alternate brand]
5	Solar PV Weather Station	Solar PV Weather Station complete with mast, brackets, surge protection and sensors of following specifications- -Solar Irradiance Sensor, Type: Thermopile Pyranometer OR Class A silicon reference sensor, Standard: IEC 61724 compliant, Accuracy: ±5 W/m^2 or better, Output: RS485 Modbus preferred, Brand: Kipp & Zonen SMP10 / SMP12 Class A or equivalent-Module Back Surface Temperature Sensor, PT100 / PT1000 / Digital RTD type, Accuracy ±1°C or better, UV resistant cable -Ambient Temperature Sensor, Radiation shield included, Accuracy ±0.5°C or better -System shall calculate: Plane of Array Irradiance, Module temperature correction, Performance Ratio (PR), Expected vs Actual Generation, Soiling indication, Inverter downtime detection, Sensor fault alarms -Weather station sensors to connect via RS485 Modbus-Hot dip galvanized / SS304 mast minimum 2 meter above roof obstruction, Sensor mounting at same tilt angle as PV modules for POA sensor, Separate horizontal irradiance sensor, UV resistant cable tray / conduit -Surge protective device (SPD) for sensor line connections -Earthing connection to main solar earth grid-Brand: Seven sensor/Kipp &Zonen or equivalent -Contry of Origin: EU/USA or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.	
6	AC Combiner Box	-AC Combiner Box Almirah Type With Bus Bar and MCCB Inside. -Dust & Vermin proof Powder Coated Box, -Box sheet min 16 SWG. -Inverter MCCB Adjustable- 100 A @ 3 Nos Brand: ABB/Schneider/Simens -Main MCCB Adjustable- 160 A @ 2 Nos, Brand: ABB/Schneider/Simens -Tin Coated Copper Main (TP+N) Busbar Size: 30x8 mm dia @ 372 A -Tin Coated Copper Earth Busbar Size: 30x4 mm dia @ 186 A -AC SPD- 3P+N+PE, 45 kA, Brand: Schneider/ABB @ 1 Nos -AC Combiner Box Size: 650x1200x500 mm (WxHxD) @ floor or wall mounted - Warranty: Minimum 02 years -Country of Origin: USA/EU or equivalent accepted/approved by the engineer In-charge	
7	DC Cable (PV panel to Inverter)	The 1*4 rm NYYF Cable (apprx.1600m), up to 1500V DC and is resistant to UV, heat, and moisture, making it suitable for outdoor use. The cable must ensure stable current flow with minimal power loss, and it meets safety and performance standards for solar applications. Country of Origin: China All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	

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SN	Name of Item	Description of Item	Compliance [tenderer to specify whether complied or not or propose equivalent alternate brand]
8	AC Cable (Inverter to AC combiner)	The 4Cx25 RM NYY AC cable (approx. 45 m) is a copper conductor cable with a 25 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard . The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge	
9	AC Cable (Inverter to AC combiner earthing)	The 1C*16 RM BYA AC cable (approx. 45m) is a copper conductor cable with a 16 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	
10	AC Cable (AC combiner to Main Bus)	The 4*70 RM NYY AC cable (approx. 20m) is a copper conductor cable with a 70 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	
11	AC Cable (AC combiner to main Bus earthing)	The 1C*35 BYA RM AC cable (approx. 20m) is a copper conductor cable with a 35 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test	

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SN	Name of Item	Description of Item	Compliance [tenderer to specify whether complied or not or propose equivalent alternate brand]
		certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	
12	AC Cable (PV Panel earthing)	The 1C*4 RM BYA AC cable (approx. 100m) is a copper conductor cable with a 4 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	
13	Cable Tray	-Galvanized coating perforated covered cable tray -Size: 50x50 mm	
14	Accessories	Other Accessories as per the requirement (Nut Bolt, screw, cable lugs, cable tie, royal bolt, electric tape, connectors and other required accessories)	
15	Lightning Protection System	Early Streamer Emission Air Terminal (ESEAT) -Certified advance Time: Maximum 60µ second with Withstand Peak Lightning Current 100 KA. -Radius of protection: 90 – 100 meter at 5 meter height from the plan. -Brand: ABB or equivalent-Product certification and standards: NFC 17-102, IEEE 998-2012, UL-96 (lightning protection component) (standard of safety) or equivalent -Manufactured / Assembled and made in : USA / FRANCE / AUSTRALIA or EU countries. -Air Terminal mast Made of stainless steel (Type : 316), Length : 2300 mm, Dia : 30mm,The mast shall be fixed on the top of roof with SS nuts bolts, clamps as per sample approved by the Engineer-in-charge. -Earthing (2 nos.) for the lightning arrester as per instruction and approval of the Engineer In Charge. Size of the pit : (600mmx600mmx600mm), Copper earth electrode (12.7mm dia copper rod), Length of the copper earth electrode: minimum 20m, Copper made down conductor having dia 12.7 mm or copper strip (30mmx2mm) with fixing, earth test box with Test Joint : (79mm x 50mm x 20mm) made of copper. Line coupling made of copper (30mm x 2mm and dia 8mm), the earth resistance must be less than 1 Ohm as per related standard and code of practice. -Warranty: Minimum 02 Years	
16	Cleaning System	-Pressure pump 1.5 HP -1 inch uPVC pipe network throught the PV panel area -Required Elbow, Tee, Nipple, Union etc -Ball valve at every 50 ft interval -3/4 inch garden pipe with high speed nozzle	

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[The Tenderer should complete all the columns as required]

Signature:	*[insert signature of authorised representative of the Tenderer]*
Name:	*[insert full name of signatory with National ID]*
In the capacity of:	*[insert designation of signatory]*
Duly authorised to sign the Tender for and on behalf of the Tenderer	

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Manufacturer's Authorisation Letter (Form PG3 - 6)

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

[The Tenderer shall include it in its Tender, if so indicated in the ***TDS as stated under ITT Sub Clause 27.1 (f)****]*

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No(*when applicable*):	
To: [Name and address of Procuring Entity]	

WHEREAS

We *[insert complete name of Manufacturer]*,

who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby

authorize *[insert complete name of Tenderer]* to supply the following Goods, manufactured by us *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty as stated under GCC Clause 32 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Address: *[insert full address including Fax and e-mail]*

Title: *[insert title]*

Date: *[insert date of signing]*

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Bank Guarantee for Tender Security (Form PG3-7)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh without alteration, in accordance with ITT Clause 30 & 31]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)

To:

[Name and address of the Procuring Entity]

TENDER GUARANTEE No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender dated *[date of Tender]* (hereinafter called "the Tender") for the supply of *[description of Goods]* under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
b. failed to furnish Performance Security within the period stipulated in the NOA; or
c. refused to sign the Contract Agreement by the time specified in the NOA; or
d. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.
e. involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.

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This guarantee will expire

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or

(b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer's Tender Validity period, being *[date of expiration of the Tender Validity plus twenty-eight (28) days].*

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

Signature

Signature

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Letter of Commitment for Bank's Undertaking for Line of Credit (Form PG3-8)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh, without alterations, in accordance with ITT Clause 27.1(e).]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)

To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Supply of *[description of Goods]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Tenderer*] will be provided by us with a revolving line of credit, in case awarded the Contract, for the delivery of Goods viz.[*insert name of Goods*], for an amount not less than BDT[*in figure*] (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "Acceptance Certificate" by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature

RPCL-NORINCO INTL POWER LIMITED RNPL

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Notification of Award (Form PG3-9)

Reference No: Date:

To:

[Name of the successful tenderer]

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

You are, thus, requested to take following actions:

i. furnish a Performance Security in the specified format and in the amount of Tk [*state amount in figures and words*], within [mention number of days as per Rule 123(7)] working days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause No 61;

ii. sign the Contract within [*mention number of days* as per Rule 123(11)] days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause 66.

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

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

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

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Contract Agreement (Form PG3-10)

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 Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   (a) the signed Contract Agreement
   (b) the Notification of Award
   (c) the completed 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 Schedules
   (j) any other document listed in the **PCC** forming part of the Contract.

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

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

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

For the Procuring Entity For the Supplier

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Signature

Name

National ID No.

Title

In the presence of Name

Address

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Bank Guarantee for Performance Security (Form PG3-11)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with ITT Clause 61]

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

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

At the request of the Supplier, we *[name of Bank]* hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature Signature

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Bank Guarantee for Advance Payment (Form PG3-12)
(NOT APPLICABLE)

[This is the format for the Advance Payment Guarantee to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with GCC Clause 25]

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

To:

[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT GUARANTEE No: [insert number]

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

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 25, the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Supplier, we *[insert name of Bank]* hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[insert date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature Signature

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Contract Amendment (Form PG3-13)

[Insert Full Contact Details of the Procuring Entity]

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

Contract No. [insert number/year] by and between the [insert Procuring Entity's name] and [insert Supplier's legal title] for the contract named [insert name of the Goods] is amended as follows:

1. GCC Clause [insert clause no], is hereby revised as _____
_____
_____

2. GCC Clause [insert clause no], is hereby revised as _____
_____
_____

and so on.

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Supplier have signed this Amendment.

[Supplier's Authorized Signatory]	[Procuring Entity's Authorized Signatory]
_____	_____
Signature	Signature

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Title Date Title Date

Section 6. Schedule of Requirements

Invitation for Tender No: Date

Tender Package No: None

Lo No (*when applicable*):

A. List of Goods & Related Services and Delivery Schedule

When completing Form PG3-2 the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods & Related Services and Delivery Schedule.)

SN	Description of Items	Qty	Unit	Point of Delivery	Date Required (in days)
					(Note 1)
1	**PV Module** -Solar cell type: N-type Mono crystalline Bifacial - Solar panel capacity: 620 Wp - Category: Tier-1 (JA, Jinko, Longi, Trina,Canadian Solar, Astronergy, or equivalent accepted/approved by the engineer-in-charge.) - Country of Origin: China -Product warranty against manufacturing defects : minimum 12 years and their replacement during this period -Performance warranty: linear degradation, Maximum 1% (first year) in subsequent years, maximum 0.5% until the 25th year - Certification: IEC 61215, IEC 61730, IEC 61701, IEC 62716, IEC 60904 - Efficiency: Minimum 22% - 23% - Temperature Cycling Range: 0°C to +85°C - Short Circuit current, Open Circuit Voltage, Current and Voltage in Maximum Power must be mentioned. -Resistance to a maximum pressure load of 5400 Pa and vacuum of 2400 Pa (according to BDS IEC 61215) -Its frame must be made of clear anodized aluminum. - Solar module model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Manufacturers' Authorization from solar panel manufacturer. -Front and Back Glass-2.0 + 2.0 mm tempered, low iron for durability and light transmission, anti-reflective glass, anti PID. -The complete PV module shall be diode protected at junction box to protect reverse current. -Power de-rating allowed should be not more than (-0.41%)/Degree Celsius -Parameters for PV Panel should be at Standard Test Condition of solar irradiance of 1000 W/m2, Cell Temperature of 25 degree Celsius and AM of 1.5g.	242	pcs	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
2	**PV Mounting Structure** -Solar Panel Supporter (Purlin): 38x38x4 mm MS Angle -Main Purlin Supporter (Rafter): 50x50x4 mm MS Angle -Main Pole: 59 mm dia 2.9 mm thickness MS Pipe -All materials of solar panel mounting shall be of hot deep galvanized iron or equivalent to ensure rust protection of the installation. All nut bolts shall be of stainless steel (SS) or galvanized mild steel (MS) materials. -MS Pole securely welded with existing PIER base plate. -Expected life: Minimum 20 Years	150	kWp	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120

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SN	Description of Items	Qty	Unit	Point of Delivery	Date Required (in days)
3	Grid Tie Inverter: -Brand: Huawei, SMA, Fronius, Solis, Growatt, Sungrow, Crown, Solax, Livoltek or equivalent accepted/approved by the engineer In-charge. - Country of Origin: China -Capacity : 3×50 kW -Expected life: Minimum 10 Years -Warranty: Minimum 05 Years -Certification: IEC 62109, IEC 61727, IEC 62116, IEC 61683 -Input DC voltage: Maximum Input Limit 1100 V DC -Output AC voltage: Three phase, 400 (-15% to +10%) volts -Operating temperature range: -25°C to 60°C -Relative humidity: 0- 95%, non- condensing -Total harmonic distortion (THD): Max 3% -Efficiency: Minimum 97%-Power Factor (Cosθ): -0.80< P.F.< +0.80 -There must be an LCD/LED display monitor. Voltage, current, power, frequency and generation, ground fault monitoring, and other basic information must be accessiblethere with data logger. -Must have DC reverse polarity protection and AC short circuit current protection -Shall have lightning induced current protection by surge protective device (SPD) of adequate rating both in DC and AC side in parallel at the entry and exit terminal of the inverter. Shall also have over load and over current protection from both DC and AC side. -Must Have Maximum Power Point Tracker (MPPT). -Min IP Rating: IP65-AC frequency: Must be grid standard. -On-Grid Inverter model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Remote Monitoring - Must have GSM/GPRS/Ethernet/RS485/RS232/WiFi/LAN dongle with inverter to monitor the inverter remotely. Remote monitoring shall be free of cost through website and mobile application -Must have built in Anti Islanding protection	3	set	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
4	Monitoring System (Main Controller / Data Logger) Industrial Solar Monitoring Gateway / Data Logger with following minimum specification: -Compatible with multiple inverter brands through Modbus RTU / Modbus TCP / SunSpec -Minimum 10 inverter/device integration capacity -Ethernet port: minimum 1 no. -RS485 ports: minimum 2 no. --Minimum 10 years free access to storage data through website and app -Minimum internal Data Storage 30 days -Cloud portal with web login -Real-time monitoring interval ≤ 5 minutes -Mobile App access -Historical data downloadable in CSV / Excel -IP rating minimum IP65 -Operating temperature: -10°C to +60°C -Power supply: 24VDC or 230VAC -Surge protective device (SPD) for logger power supply -Monitor Hourly, Daily, Monthly & Total lifetime generation (kWh) -Monitor AC power (kW), DC voltage/current, Grid voltage/frequency, Inverter status/fault, Plant PR, Specific yield (kWh/kWp), Availability % -Data logger to collect all weather station sensors + inverter data -Brand: Solar-Log/Huawei Smart Logger/ Meteocontrol Blue'Log XM or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.	1	set	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
5	Solar PV Weather Station Solar PV Weather Station complete with mast, brackets, surge protection and sensors of following specifications- -Solar Irradiance Sensor, Type: Thermopile Pyranometer OR Class A silicon reference sensor, Standard: IEC 61724 compliant, Accuracy: ±5 W/m^2 or better, Output: RS485 Modbus preferred, Brand: Kipp & Zonen SMP10 / SMP12 Class A or equivalent-Module Back Surface Temperature Sensor, PT100 / PT1000 / Digital RTD type, Accuracy ±1°C or better, UV resistant cable-Ambient Temperature Sensor, Radiation shield included, Accuracy ±0.5°C or better	1	set	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120

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SN	Description of Items	Qty	Unit	Point of Delivery	Date Required (in days)
	-System shall calculate: Plane of Array Irradiance, Module temperature correction, Performance Ratio (PR), Expected vs Actual Generation, Soiling indication, Inverter downtime detection, Sensor fault alarms-Weather station sensors to connect via RS485 Modbus -Hot dip galvanized / SS304 mast minimum 2 meter above roof obstruction, Sensor mounting at same tilt angle as PV modules for POA sensor, Separate horizontal irradiance sensor, UV resistant cable tray / conduit-Surge protective device (SPD) for sensor line connections -Earthing connection to main solar earth grid -Brand: Seven sensor/Kipp &Zonen or equivalent-Contry of Origin: EU/USA or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.				
6	**AC Combiner Box** -AC Combiner Box Almirah Type With Bus Bar and MCCB Inside. -Dust & Vermin proof Powder Coated Box, -Box sheet min 16 SWG. -Inverter MCCB Adjustable- 100 A @ 3 Nos Brand: ABB/Schneider/Simens -Main MCCB Adjustable- 160 A @ 2 Nos, Brand: ABB/Schneider/Simens -Tin Coated Copper Main (TP+N) Busbar Size: 30x8 mm dia @ 372 A -Tin Coated Copper Earth Busbar Size: 30x4 mm dia @ 186 A -AC SPD- 3P+N+PE, 45 kA, Brand: Schneider/ABB @ 1 Nos -AC Combiner Box Size: 650x1200x500 mm (WxHxD) @ floor or wall mounted - Warranty: Minimum 02 years -Country of Origin: USA/EU or equivalent accepted/approved by the engineer In-charge	1	set	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
7	**DC Cable** **(PV panel to Inverter)** The 1*4 rm NYYF Cable (apprx.1600m), up to 1500V DC and is resistant to UV, heat, and moisture, making it suitable for outdoor use. The cable must ensure stable current flow with minimal power loss, and it meets safety and performance standards for solar applications. Country of Origin: China All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
8	**AC Cable (Inverter to AC combiner)** The 4Cx25 RM NYY AC cable (approx. 45 m) is a copper conductor cable with a 25 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard . The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120

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SN	Description of Items	Qty	Unit	Point of Delivery	Date Required (in days)
9	AC Cable (Inverter to AC combiner earthing) The 1C*16 RM BYA AC cable (approx. 45m) is a copper conductor cable with a 16 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
10	AC Cable (AC combiner to Main Bus) The 4*70 RM NYY AC cable (approx. 20m) is a copper conductor cable with a 70 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
11	AC Cable (AC combiner to main Bus earthing) The 1C*35 BYA RM AC cable (approx. 20m) is a copper conductor cable with a 35 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
12	AC Cable (PV Panel earthing) The 1C*4 RM BYA AC cable (approx. 100m) is a copper conductor cable with a 4 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120

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SN	Description of Items	Qty	Unit	Point of Delivery	Date Required (in days)
13	**Cable Tray** -Galvanized coating perforated covered cable tray -Size: 50x50 mm	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
14	**Accessories** Other Accessories as per the requirement (Nut Bolt, screw, cable lugs, cable tie, royal bolt, electric tape, connectors and other required accessories)	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
15	**Lightning Protection System** Early Streamer Emission Air Terminal (ESEAT)-Certified advance Time: Maximum 60µ second with Withstand Peak Lightning Current 100 KA.-Radius of protection: 90 – 100 meter at 5 meter height from the plan.-Brand: ABB or equivalent-Product certification and standards: NFC 17-102, IEEE 998-2012, UL-96 (lightning protection component) (standard of safety) or equivalent-Manufactured / Assembled and made in : USA / FRANCE / AUSTRALIA or EU countries.-Air Terminal mast Made of stainless steel (Type : 316), Length : 2300 mm, Dia : 30mm,The mast shall be fixed on the top of roof with SS nuts bolts, clamps as per sample approved by the Engineer-in-charge. -Earthing (2 nos.) for the lightning arrester as per instruction and approval of the Engineer In Charge. Size of the pit : (600mmx600mmx600mm), Copper earth electrode (12.7mm dia copper rod), Length of the copper earth electrode: minimum 20m, Copper made down conductor having dia 12.7 mm or copper strip (30mmx2mm) with fixing, earth test box with Test Joint : (79mm x 50mm x 20mm) made of copper. Line coupling made of copper (30mm x 2mm and dia 8mm), the earth resistance must be less than 1 Ohm as per related standard and code of practice. -Warranty: Minimum 02 Years	1	set	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
16	**Cleaning System** -Pressure pump 1.5 HP -1 inch uPVC pipe network throught the PV panel area -Required Elbow, Tee, Nipple, Union etc -Ball valve at every 50 ft interval -3/4 inch garden pipe with high speed nozzle	1	set	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
17	**Supplying, installation, testing & commissioning** Supplying, installation, testing & commissioning of solar power system (on grid / grid tie) with required quantities of mono crystalline silicon solar PV modules, inverters, monitoring system/Logger, Weather Station etc. as per above specifications, standards, and certification.	1	lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
	Total Price				

Note 1: Delivery period starts from the date of contract signing

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B. List of Related Services and Completion Schedule

(NOT APPLICABLE)

When completing Form PG3-2 the Tenderer shall quote prices and Completion date for services for each item against each lot

Item No.	Description of Related Services	Unit of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date for Services
1	2	3	4	5	6
	Procuring Entity's Option for delivery terms is:				*[note 1]*
Lot No 1: *[enter description]*					
	[add as many rows and details as there are individual items in the Lot]	*[note 2]*	*[note 2]*		
Lot No 2: *[enter description]*					
	[add as many rows and details as there are individual items in the Lot]				

SN	Description of Items	Qty	Unit	Point at which Services are required	Required Completion Date for Services
1	2	3	4	5	6
1	Transportation, installation, testing, and commissioning of the 150 kWp solar system at Procurement of a 150 kW On-grid solar system for Township of Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.	1.00	Lot	Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant	120
	Total Price				

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Note 1: Delivery period starts from the date of contract signing.

Note 2: The Procuring Entity must decide whether there is a separate unit of supply and quantity of units, otherwise may specify ONE (1) in both columns or LUMP SUM in Column 4

Section 7. Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications:

SN	Name of Item or Related Service	Technical Specification and Standards
1	PV Module	-Solar cell type: N-type Mono crystalline Bifacial - Solar panel capacity: 620 Wp - Category: Tier-1 (JA, Jinko, Longi, Trina,Canadian Solar, Astronergy, or equivalent accepted/approved by the engineer In-charge.) - Country of Origin: China -Product warranty against manufacturing defects : minimum 12 years and their replacement during this period -Performance warranty: linear degradation, Maximum 1% (first year) in subsequent years, maximum 0.5% until the 25th year - Certification: IEC 61215, IEC 61730, IEC 61701, IEC 62716, IEC 60904 - Efficiency: Minimum 22% - 23% - Temperature Cycling Range: 0°C to +85°C - Short Circuit current, Open Circuit Voltage, Current and Voltage in Maximum Power must be mentioned. -Resistance to a maximum pressure load of 5400 Pa and vacuum of 2400 Pa (according to BDS IEC 61215) -Its frame must be made of clear anodized aluminum. - Solar module model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Manufacturers' Authorization from solar panel manufacturer. -Front and Back Glass-2.0 + 2.0 mm tempered, low iron for durability and light transmission, anti-reflective glass, anti PID. -The complete PV module shall be diode protected at junction box to protect reverse current. -Power de-rating allowed should be not more than (-0.41%)/Degree Celsius -Parameters for PV Panel should be at Standard Test Condition of solar irradiance of 1000 W/m2, Cell Temperature of 25 degree Celsius and AM of 1.5g.
2	PV Mounting Structure	-Solar Panel Supporter (Purlin): 38x38x4 mm MS Angle -Main Purlin Supporter (Rafter): 50x50x4 mm MS Angle -Main Pole: 59 mm dia 2.9 mm thickness MS Pipe -All materials of solar panel mounting shall be of hot deep galvanized iron or equivalent to ensure rust protection of the installation. All nut bolts shall be of stainless steel (SS) or galvanized mild steel (MS) materials. -MS Pole securely welded with existing PIER base plate. -Expected life: Minimum 20 Years

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SN	Name of Item or Related Service	Technical Specification and Standards
3	Grid Tie Inverter	-Brand: Huawei, SMA, Fronius, Solis, Growatt, Sungrow, Crown, Solax, Livoltek or equivalent accepted/approved by the engineer In-charge. - Country of Origin: China -Capacity : 3×50 kW -Expected life: Minimum 10 Years -Warranty: Minimum 05 Years -Certification: IEC 62109, IEC 61727, IEC 62116, IEC 61683 -Input DC voltage: Maximum Input Limit 1100 V DC -Output AC voltage: Three phase, 400 (-15% to +10%) volts -Operating temperature range: -25°C to 60°C -Relative humidity: 0- 95%, non- condensing -Total harmonic distortion (THD): Max 3% -Efficiency: Minimum 97%-Power Factor (Cosθ): -0.80< P.F.< +0.80-There must be an LCD/LED display monitor. Voltage, current, power, frequency and generation, ground fault monitoring, and other basic information must be accessiblethere with data logger. -Must have DC reverse polarity protection and AC short circuit current protection-Shall have lightning induced current protection by surge protective device (SPD) of adequate rating both in DC and AC side in parallel at the entry and exit terminal of the inverter. Shall also have over load and over current protection from both DC and AC side. -Must Have Maximum Power Point Tracker (MPPT)-Min IP Rating: IP65-AC frequency: Must be grid standard. -On-Grid Inverter model should have BSTI Clearance certificate and SREDA approval as per Net Metering Guideline. -Remote Monitoring - Must have GSM/GPRS/Ethernet/RS485/RS232/WiFi/LAN dongle with inverter to monitor the inverter remotely. Remote monitoring shall be free of cost through website and mobile application -Must have built in Anti Islanding protection
4	Monitoring System (Main Controller / Data Logger)	Industrial Solar Monitoring Gateway / Data Logger with following minimum specification: -Compatible with multiple inverter brands through Modbus RTU / Modbus TCP / SunSpec -Minimum 10 inverter/device integration capacity -Ethernet port: minimum 1 no. -RS485 ports: minimum 2 no. --Minimum 10 years free access to storage data through website and app -Minimum internal Data Storage 30 days -Cloud portal with web login -Real-time monitoring interval ≤ 5 minutes -Mobile App access -Historical data downloadable in CSV / Excel -IP rating minimum IP65 -Operating temperature: -10°C to +60°C -Power supply: 24VDC or 230VAC -Surge protective device (SPD) for logger power supply -Monitor Hourly, Daily, Monthly & Total lifetime generation (kWh) -Monitor AC power (kW), DC voltage/current, Grid voltage/frequency, Inverter status/fault, Plant PR, Specific yield (kWh/kWp), Availability % -Data logger to collect all weather station sensors + inverter data -Brand: Solar-Log/Huawei Smart Logger/ Meteocontrol Blue'Log XM or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.
5	Solar PV Weather Station	Solar PV Weather Station complete with mast, brackets, surge protection and sensors of following specifications- -Solar Irradiance Sensor, Type: Thermopile Pyranometer OR Class A silicon reference sensor, Standard: IEC 61724 compliant, Accuracy: ±5 W/m^2 or better, Output: RS485 Modbus preferred, Brand: Kipp & Zonen SMP10 / SMP12 Class A or equivalent-Module Back Surface Temperature Sensor, PT100 / PT1000 / Digital RTD type, Accuracy ±1°C or better, UV resistant cable -Ambient Temperature Sensor, Radiation shield included, Accuracy ±0.5°C or better

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SN	Name of Item or Related Service	Technical Specification and Standards
		-System shall calculate: Plane of Array Irradiance, Module temperature correction, Performance Ratio (PR), Expected vs Actual Generation, Soiling indication, Inverter downtime detection, Sensor fault alarms -Weather station sensors to connect via RS485 Modbus-Hot dip galvanized / SS304 mast minimum 2 meter above roof obstruction, Sensor mounting at same tilt angle as PV modules for POA sensor, Separate horizontal irradiance sensor, UV resistant cable tray / conduit -Surge protective device (SPD) for sensor line connections -Earthing connection to main solar earth grid-Brand: Seven sensor/Kipp &Zonen or equivalent -Contry of Origin: EU/USA or equivalent accepted/approved by the engineer In-charge. Note: These features are required for plant performance monitoring and net metering efficiency verification.
6	AC Combiner Box	-AC Combiner Box Almirah Type With Bus Bar and MCCB Inside. -Dust & Vermin proof Powder Coated Box, -Box sheet min 16 SWG. -Inverter MCCB Adjustable- 100 A @ 3 Nos Brand: ABB/Schneider/Simens -Main MCCB Adjustable- 160 A @ 2 Nos, Brand: ABB/Schneider/Simens -Tin Coated Copper Main (TP+N) Busbar Size: 30x8 mm dia @ 372 A -Tin Coated Copper Earth Busbar Size: 30x4 mm dia @ 186 A -AC SPD- 3P+N+PE, 45 kA, Brand: Schneider/ABB @ 1 Nos -AC Combiner Box Size: 650x1200x500 mm (WxHxD) @ floor or wall mounted - Warranty: Minimum 02 years -Country of Origin: USA/EU or equivalent accepted/approved by the engineer In-charge
7	DC Cable (PV panel to Inverter)	The 1*4 rm NYYF Cable (apprx.1600m), up to 1500V DC and is resistant to UV, heat, and moisture, making it suitable for outdoor use. The cable must ensure stable current flow with minimal power loss, and it meets safety and performance standards for solar applications. Country of Origin: China All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.
8	AC Cable (Inverter to AC combiner)	The 4Cx25 RM NYY AC cable (approx. 45 m) is a copper conductor cable with a 25 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard . The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge

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SN	Name of Item or Related Service	Technical Specification and Standards
9	AC Cable (Inverter to AC combiner earthing)	The 1C*16 RM BYA AC cable (approx. 45m) is a copper conductor cable with a 16 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.
10	AC Cable (AC combiner to Main Bus)	The 4*70 RM NYY AC cable (approx. 20m) is a copper conductor cable with a 70 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.
11	AC Cable (AC combiner to main Bus earthing)	The 1C*35 BYA RM AC cable (approx. 20m) is a copper conductor cable with a 35 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads. Country of Origin: Bangladesh (BRB/BBS/SQ/Poly) All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.
12	AC Cable (PV Panel earthing)	The 1C*4 RM BYA AC cable (approx. 100m) is a copper conductor cable with a 4 square millimeter (mm2) cross-sectional area, specifically designed for AC power transmission, particularly in solar power systems. It's built to handle high current loads with minimal voltage drop, ensuring efficient power delivery, and features durable, heat-resistant insulation for safe operation in various environments, including connection points between inverters and the grid or loads.Country of Origin: Bangladesh (BRB/BBS/SQ/Poly)All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to IEC / BS / VDE standards along with relevant BDS standard. The work shall be carried out as per direction & approval of the Engineer In Charge. Cable manufacturer(s) must have valid type test certificate (within last seven years) from internationally accredited laboratory (like CPRI, KEMA etc.) accepted / approved by the Engineer In Charge.
13	Cable Tray	-Galvanized coating perforated covered cable tray -Size: 50x50 mm
14	Accessories	Other Accessories as per the requirement (Nut Bolt, screw, cable lugs, cable tie, royal bolt, electric tape, connectors and other required accessories)

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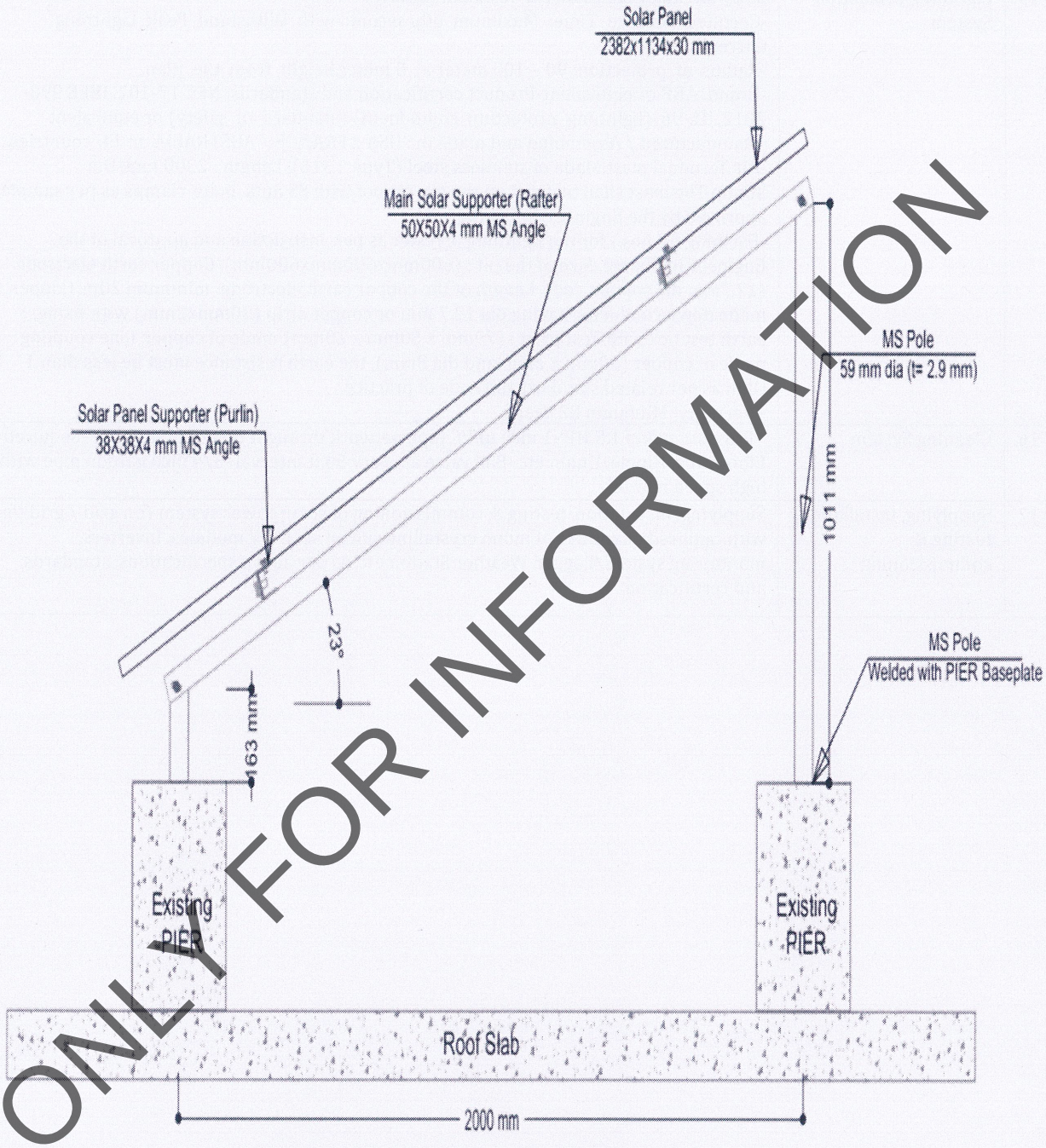
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SN	Name of Item or Related Service	Technical Specification and Standards
15	Lightning Protection System	Early Streamer Emission Air Terminal (ESEAT) -Certified advance Time: Maximum 60μ second with Withstand Peak Lightning Current 100 KA. -Radius of protection: 90 – 100 meter at 5 meter height from the plan. -Brand: ABB or equivalent-Product certification and standards: NFC 17-102, IEEE 998-2012, UL-96 (lightning protection component) (standard of safety) or equivalent -Manufactured / Assembled and made in : USA / FRANCE / AUSTRALIA or EU countries. -Air Terminal mast Made of stainless steel (Type : 316), Length : 2300 mm, Dia : 30mm,The mast shall be fixed on the top of roof with SS nuts bolts, clamps as per sample approved by the Engineer-in-charge. -Earthing (2 nos.) for the lightning arrester as per instruction and approval of the Engineer In Charge. Size of the pit : (600mmx600mmx600mm), Copper earth electrode (12.7mm dia copper rod), Length of the copper earth electrode: minimum 20m, Copper made down conductor having dia 12.7 mm or copper strip (30mmx2mm) with fixing, earth test box with Test Joint : (79mm x 50mm x 20mm) made of copper. Line coupling made of copper (30mm x 2mm and dia 8mm), the earth resistance must be less than 1 Ohm as per related standard and code of practice. -Warranty: Minimum 02 Years
16	Cleaning System	-Pressure pump 1.5 HP -1 inch uPVC pipe network throught the PV panel area -Required Elbow, Tee, Nipple, Union etc -Ball valve at every 50 ft interval -3/4 inch garden pipe with high speed nozzle
17	Supplying, installation, testing & commissioning	Supplying, installation, testing & commissioning of solar power system (on grid / grid tie) with required quantities of mono crystalline silicon solar PV modules, inverters, monitoring system/Logger, Weather Station etc. as per above specifications, standards, and certification.

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Section 8. Drawings



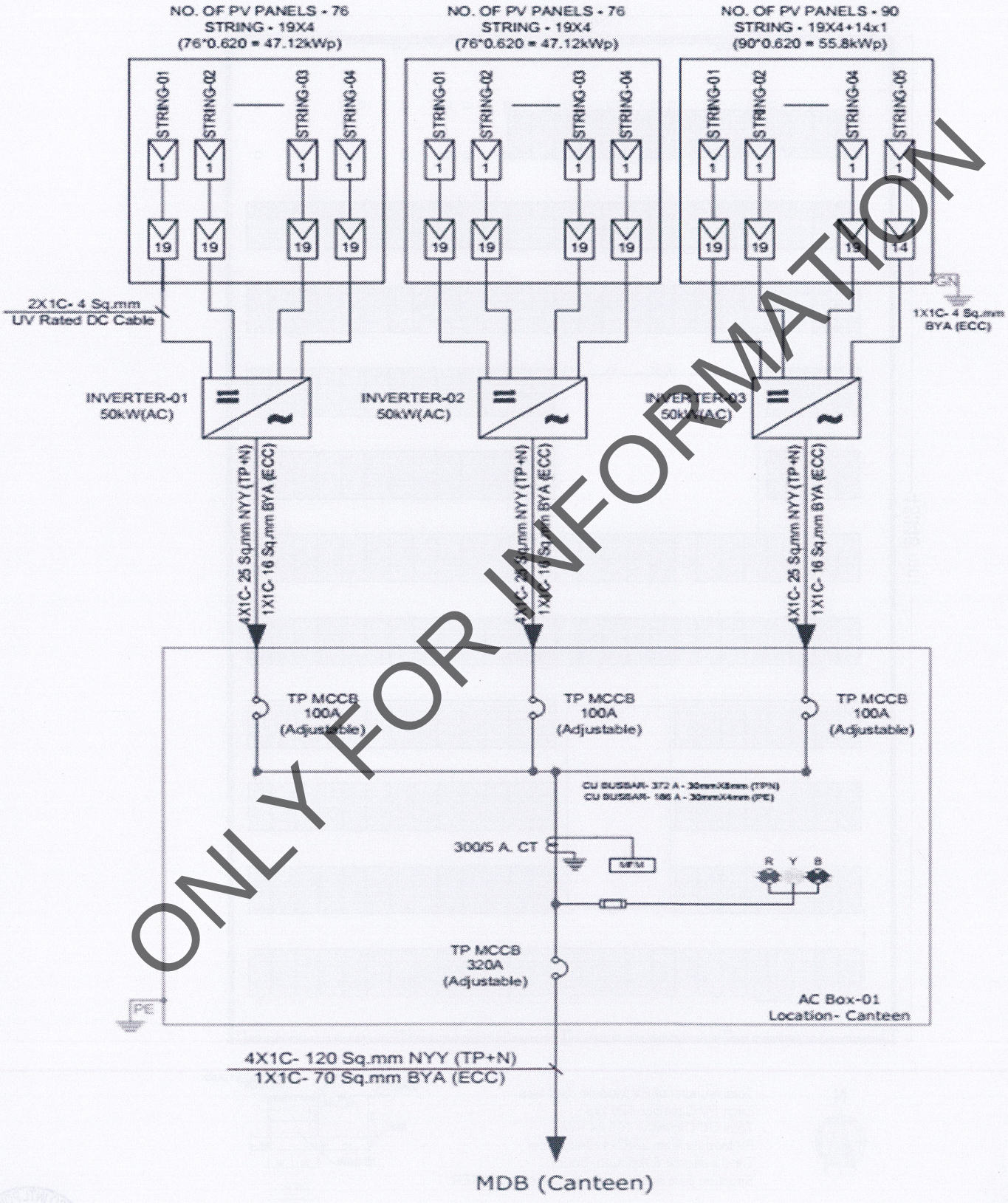
Conceptual Structure Cross Section

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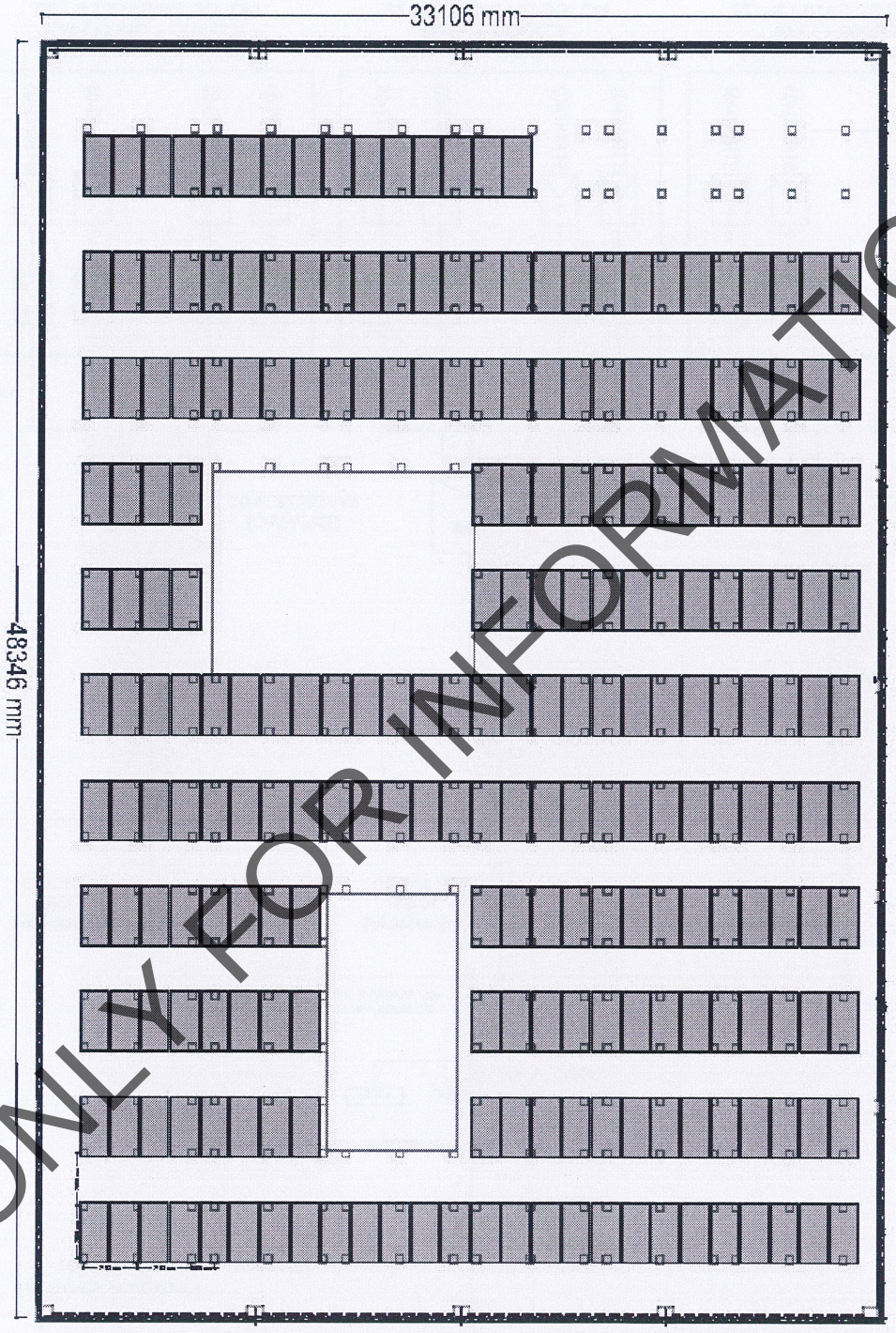
Note:

1. Structures materials Hot Deep Galvanized as per BS Standard.
2. Nut-Bolt & Washer Hot Deep Galvanized as per BS Standard.
3. Tilt angle 23 degree.

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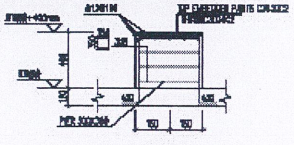
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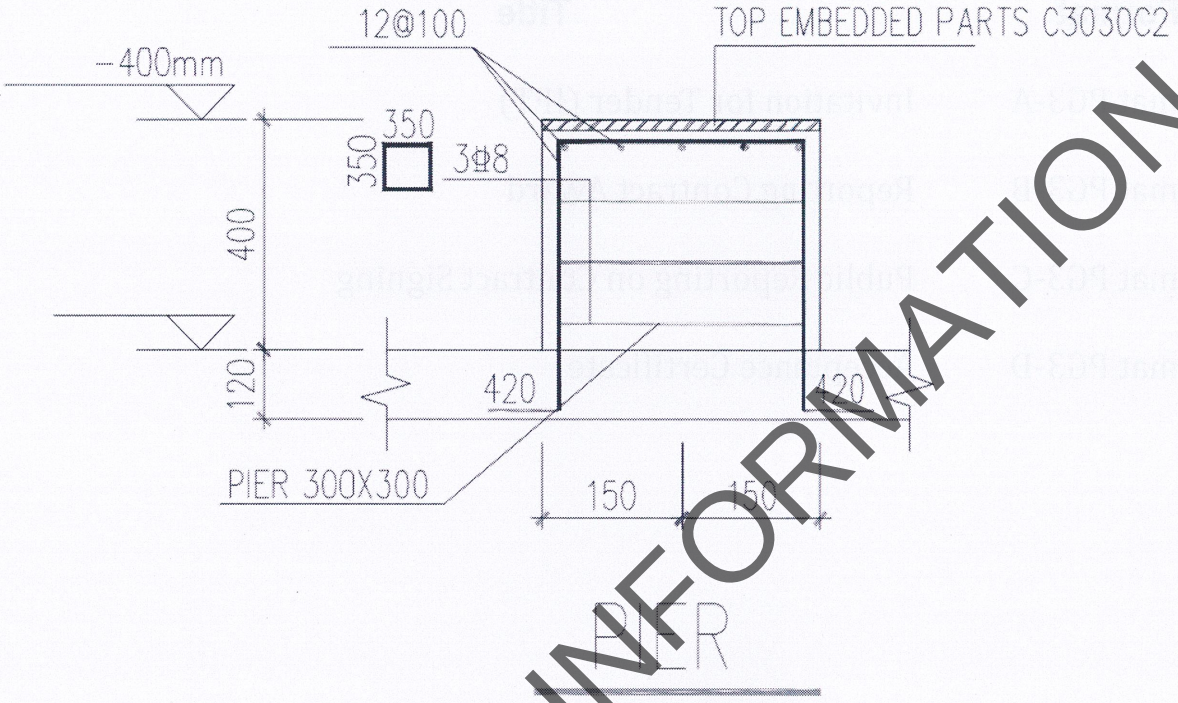
N

Total Number of PV Module: 242 Nos
Each PV Capacity: 620 Wp
Total DC Capacity: 150.04 KWp
PV Module Size: 2382x1134x30 mm
Tilt: 23 degree & Azimuth: South
Structure pole arrangement as per existing PIER.



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Annexures: Formats

Format	Title
Format PG3-A	Invitation for Tender (IFT)
Format PG3-B	Reporting Contract Award
Format PG3-C	Public Reporting on Contract Signing
Format PG3-D	Acceptance Certificate

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Format: PG3-A: Invitation for Tenders (IFT)

*The **Invitation for Tenders (IFT)** is a copy of the standard format as appears on the website and used for published advertisement that provides relevant and essential information to help Tenderers to decide whether or not to participate in the particular Tender. This is provided in the Tender Document for information only. This should not be included in the FINAL DOCUMENT.*

Invitation for Tenders

[This is the website format and as used for published advertisement.

It is not part of the Tender Document and included in this Document for information only]

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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH						
1	Ministry/Division	< select >	V			
2	Agency	< select >	V			
3	Procuring Entity Name	< type in name >				
4	Procuring Entity Code	Not used at present				
5	Procuring Entity District	< select >	V			
6	Invitation for	< select > V	< select >	V	< select >	V
7	Invitation Ref No	< type in name >				
8	Date	< select >	V			
KEY INFORMATION						
9	Procurement Method	< select >	V	< select >	V	
FUNDING INFORMATION						
10	Budget and Source of Funds	< select >	V			
11	Development Partners (if applicable)	< type in name >				
PARTICULAR INFORMATION						
12	Project / Program Code (if applicable)	< use MOF code >				
13	Project / Program Name (if applicable)	< use MOF name >				
14	Tender Package No.	< type in name >				
15	Tender Package Name	< type in name >				
		Date				
16	Tender Publication Date	< select >	V			
17	Tender Last Selling Date *[up to the day prior to the day of Deadline for Submission]*	< select >	V			
		Date		Time		
18	Tender Closing Date and Time	< select >	V	< select >	V	
19	Tender Opening Date and Time	< select >	V	< select >	V	

20	Name & Address of the office(s)	Address				
	- Selling Tender Document (Principal)	< type in name >				
	- Selling Tender Document (Others)	< type in name >				
NO CONDITIONS APPLY FOR SALE , PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS						
21	- Receiving Tender Document	< type in name >				
	- Opening Tender Document	< type in name >				
	Place / Date / Time of	< type in name >				
	Pre-Tender Meeting (Optional)	Date		Time		
		< select >	V	< select >	V	
INFORMATION FOR TENDERER						
22	Brief Eligibility and Qualification of Tenderer	< type in name >				
23	Brief Description of Goods	< type in name >				
24	Brief Description of Related Services	< type in name >				
25	Price of Tender Document (Tk)	< type in price >				

	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	Completion Time in Weeks/Months
26	1	< type in name >	< type in name >	<type in>	<type in>
27	2	< type in name >	< type in name >	<type in>	<type in>
28	3	< type in name >	< type in name >	<type in>	<type in>
29	4	< type in name >	< type in name >	<type in>	<type in>

30	Name of Official Inviting Tender	< type in name >		
31	Designation of Official Inviting Tender	< type in name >		
32	Address of Official Inviting Tender	< type in name >		
33	Contact details of Official Inviting Tender	< Tel. No. >	< Fax No. >	< e-mail >
34	The Procuring Entity reserves the right to reject all the Tenders or annul the Tender proceedings			

<select> : these fields are "pop-up" fields and the procuring entity will only have to select the correct name, address or date in order to complete the form.<type in name> : these fields are to be completed by typing in the relevant data.

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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Format: PG3-B: _Reporting Contract Award

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	No. of Tenders/Proposals Sold
18	No. of Tenders/Proposals Received
19	No. of Responsive Tenders/Proposals
20	Name of Responsive Tenderers
21	Date of Notification of Award
INFORMATION ON AWARD	
22	Accepted Tender/Proposal Price
23	Name of the Successful Tenderer
24	Tenderer ID of the Successful Tendere (If any)
PROCURING ENTITY DETAILS	

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25	Name of Authorized Officer
26	Designation of Authorized Officer

Format: PG3-C: _Public Reporting on Contract Signing

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method (National/International)
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	Date of Notification of Award
18	Date of Contract Signing
19	Expected Date of Contract Completion
INFORMATION ON CONTRACT AND BENEFICIAL OWNERSHIP	
20	Contract Price
21	Name of the Economic Operator (Supplier/Supplier/Service Provider/ Consultant)
22	Tenderer ID of the Economic Operator (If any)

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23	Name of the Owner/Partners/CEO or MD/ Directors/Shareholders of the Economic Operator (As per NID)
24	NID Number of the Owner/Partners/ CEO or MD/ Directors/Shareholders of the Economic Operator
25	Business Address of the Economic Operator
26	Location of Delivery/Goods/Service Delivery
PROCURING ENTITY DETAILS	
27	Name of Authorized Officer
28	Designation of Authorized Officer

Note: 1. For any contract above BDT 10.00 Lac, Information on Beneficial Ownership need to be provided.

2. For the purposes of this Form, a Beneficial Owner of a Tenderer or Consultant is any natural person who ultimately owns or controls the Tenderer or Consultant.

3. Directors means the members of the Board of Directors for any incorporated body.

4. Shareholders are those who have 10% of issued shares for any incorporated body.

5. State-Owned Enterprises (SOEs) will be excused from providing such information.

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Format: PG3-D: Acceptance Certificate

LOGO

[Insert Full Contact Details of Issuing Authority]

ACCEPTANCE CERTIFICATE

Office Memo no: _____ Date: _____

01	Procuring Entity Details		
	(a) Division	:	
	(b) Circle/Directorate	:	
	(c) Zone/Region	:	
	(d) Others (*specify*)	:	
02	Name of Goods	:	
03	Contract No	:	
04	Supplier's Legal Title	:	
05	Supplier's Contact Details	:	
06	Supplier's Trade License/Enlistment/Registration Details	:	
07	Reference to NOA with Date	:	
08	Original Contract Price as in NOA	:	
09	Revised Contract Price		
10	Final Contract Price as Executed	:	
	Original Contract Period		

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RPCL-NORINCO INTL POWER LIMITED RNPL

11	(a) Date of Commencement	:	
	(b) Date of Completion	:	
12	Actual Delivery Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
13	Days/Months Contract Period Extended	:	
14	Amount of Bonus for Early Completion	:	
15	Amount of LD for Delayed Completion	:	
16	Physical Progress in Percent (*in terms of value*)	:	
17	Financial Progress in Amount (*in terms of payment*)	:	
18	Special Note (*if any*)	:	

Certified that the Goods under the Contract has been executed and completed in all respects in strict compliance with the provisions of the Contract including all plans, designs, drawings, specifications and all modifications thereof as per direction and satisfaction of the Project Manager/Engineer-in Charge/Other (*specify*). All defects in workmanship and materials reported during construction have been duly corrected.

Name and Signature of the Issuing Authority with Designation

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please turn over

Details of Delivery Completed

Supplier: [insert legal title]		
No	Major Components of Goods	Total Value (in Contract Currency)

Name and Signature of the Issuing Authority with Designation

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