BANGLADESH PETROLEUM CORPORATION

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INVITATION FOR OPEN TENDER (INTERNATIONAL)

FOR PROCUREMENT OF

GASOIL 0.005% SULPHUR and JET A-1,

DURING 01st June to 31st August, 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 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.

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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 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.

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	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.

	4.5	Tenderer shall be aware of the provisions on corruption,

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		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.
	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

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		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 PG4-2**, 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 and related services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the **TDS.**
	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

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		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	For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Tender and entering into a contract for the supply of goods and related services.
	7.2	The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
	7.3	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.**
	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

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		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 Tenderer shall acknowledge receipt of an addendum.
	11.4	Tenderers who have purchased the Tender Documents but have not received any addendum issued under ITT Sub-clause 11.1 shall inform the Purchaser of the fact by mail or e-mail before two-third of the time allowed for the submission of Tenders has elapsed.
	11.5	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.
	11.6	To give a prospective Tenderer reasonable time in which to take an addendum into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub Clause 37.2.
	11.7	If an addendum is issued when time remaining is less than **one-**

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		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: (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

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		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 specified in **TDS** 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 PG4-3.
	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	Subcontractors must comply with the provision of ITT Clause 5. For this purpose, contractor shall complete the Subcontractor's information in Form PG4-3 for submission with tender.
	15.4	A Subcontractor may participate in more than one Tender, but only in that capacity.
	15.5	If the Procuring Entity determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.
	15.6	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 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 Tender for each lot. Tenderer who submits more than one 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.
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	Full contact details with mailing address, telephone, mobile,

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		facsimile numbers and electronic mail address, as applicable, of those to whom Tender Documents have been issued shall be recorded with a reference number by the Procuring Entity.
	18.3	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 PG4-1**), as stated under ITT Sub Clause 21.1; (b) the Tenderer Information as stated under ITT Clauses 5, 25 and 27 (**Form PG4-2**); (c) the priced Schedule for each lot (Form PG4-4A, 4-4B, 4-4C and PG4-4D) 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 PG4-5)** 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 35; (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 Assessment Year as mentioned in the **TDS;** and iii. Value Added Tax registration certificate/

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		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) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a Contract with the Purchaser as stated under ITT clause 5. (m) An affidavit confirming that the Tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5; (n) Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh or in case of foreign tenderer in their country of origin or a certificate concerning their competency issued by a professional institution in accordance with the law of the country of their origin, as stated under ITT Clause 5; (o) The country of origin declarations, to establish the eligibility of the Goods and Related Services as stated under ITT Clause 6, in the Price Schedule for Goods and Related Services (Form PG4-4A, 4B, 4C and PG4-4D) as, applicable, furnished in Section 5: Tender and Contract Forms; (p) 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 PG4-1**), 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 Schedule using the form(s) furnished in **Section 5: Form PG4-4A, 4B, 4C & 4D (Price Schedule for Goods and 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

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		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 PG4-1**) and Price Schedule **(Form PG4-4A, 4B, 4C and PG4-4D)** 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, 4B, 4C** and **PG4-4D**.
	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 PG4-**

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		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 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.
	23.14	Prices shall be quoted as specified in each Price Schedule (Form PG4-4A, 4B, 4C and PG4-4D) as applicable. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of tenders by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
	23.15	For Goods, manufactured within Bangladesh, the prices in the Price schedule (Form PG4-4A) shall be entered separately in the following manner: a. the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and import vat and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; b. VAT payable on account of supplier, if the contract is awarded; and c. the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS.
	23.16	For Goods, manufactured outside Bangladesh, to be imported, the prices in the Price schedule (Form PG4-4B) shall be entered

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		separately in the following manner: (a) the price of the Goods, quoted CIP (named place of destination, in the Bangladesh) or CIF (named port of destination, in Bangladesh) as specified in the TDS; (b) VAT payable on account of supplier, if the contract is awarded; and (c) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS; (d) in addition to the CIP/CIF prices specified in 23.12(a) above, the price of the Goods to be imported may be quoted in other *INCOTERM* and shall be governed by the rules prescribed in the current edition of *INCOTERM* published by the International Chamber of Commerce, Paris, if so specified in the TDS;
	23.17	For Goods, manufactured outside Bangladesh, already imported, the prices in the Price schedule (Form PG4-4C) shall be entered separately in the following manner: (a) the price of the Goods, including the original import value of the Goods; plus any mark-up ; plus any other related local cost, and custom duties, import VAT and other import taxes already paid on the Goods already imported. (b) the custom duties, import VAT and other import taxes already paid (need to be supported with documentary evidence) on the Goods already imported; (c) the price of the Goods, obtained as the difference between (a) and (b) above; (d) VAT payable on account of supplier, if the contract is awarded; and (e) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS. *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been paid. For clarity the tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

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	23.18	For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the prices in the price schedule (Form PG4-4D) shall be entered in the following manner: (a) the price of each item comprising the Related Services (inclusive of any applicable taxes).
24. Tender Currency	24.1	For expenditures that will be incurred in Bangladesh, the Tenderer shall quote the prices in Bangladeshi Taka (BDT).
	24.2	Suppliers offering Goods manufactured or assembled in Bangladesh, are permitted to submit their Tender in a combination of local and foreign currencies.
	24.3	For expenditures that will be incurred outside Bangladesh, the Tenderer may quote the prices in USD or GBP or EUR or JPY as specified in **TDS**.
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 PG4-1**); (b) complete the Tenderer Information (**Form PG4-2**); (c) complete Subcontractor Information (**Form PG4-3**), 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) if so required in TDS, tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the Procuring Entity ; and (c) 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 PG4-2**) and shall include documentary evidence, as applicable to satisfy the following:

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		a) the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria of the ITT; b) 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; c) 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); d) 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; e) 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; f) 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 PG4-8** 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 (i) below.; g) if required in the **TDS**, a Tenderer that does not manufacture or produce the Goods shall submit the **Manufacturer's Authorization Letter** (**Form PG4-6)** furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh; h) if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry

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		out the PE's maintenance; i) authority to seek references from the Tenderer's Bankers or any other sources in its letter-head pad; and j) 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.
	28.2	Tender validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award pursuant to Rule 28 and 29 of the Public Procurement Rules, 2025.
29. Extension of Tender Validity and Tender Security	29.1	In justified 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.
	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.
	30.4	The Tender Security and its amount shall be determined

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		sufficient to discourage the submission of frivolous and irresponsible tenders pursuant to Rule 31 of the Public Procurement Rule, 2025 and shall be expressed as a rounded fixed amount and, shall not be stated as a precise percentage of the estimated total Contract value.
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 PG4-7**) 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.

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.
	33.4	Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Purchaser under ITT Sub-Clause 29.1 in regard to extension of its Tender validity shall be discharged or returned forthwith.
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

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		(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 63.1 and 63.2; or (d) refuses or fails to sign the Contract as stated under ITT Sub Clause 68.2. (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 PG4-1**). 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.
	35.5	Person(s) signing the Tender shall describe his or her name, address, position

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

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		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.
	36.6	Tenders shall be submitted on the basis of this Tender Document issued by the Procuring Entity.
	36.7	When so specified in the TDS, tenderers shall have the option of submitting their tenders electronically. Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the **TDS**.

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 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)".**

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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. (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

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		the LATE Tenders as stated in the ITT Clause 38.
	40.9	Any specific electronic Tender opening procedures required if electronic tendering is permitted under ITT Sub-Clause 36.7, shall be as specified in the **TDS**.
	40.10	A copy of the record shall be distributed to all Tenderers who submitted tenders in time, and posted online when electronic tendering is permitted.
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	Compliance, adequacy and authenticity of the documentary evidences for meeting the qualification criterion specified in the corresponding section of the Tender document shall have to be preliminarily examined and verified.
	42.2	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. The procuring entity shall verify the documents provided.
	42.3	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	Only those Tenders surviving preliminary examination need to be examined in this phase.
	43.2	TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	43.3	A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material

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		deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (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.
	43.4	Information contained in a Tender, that was not requested in the Tender Document shall not be considered in evaluation of the Tender.
	43.4	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.
	43.5	There shall be no requirement as to the minimum number of responsive Tenders.
	43.6	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 PG4-4A, 4B, 4C and PG4-4D**) to determine the eligibility of the Goods (b) verification and examination of the documentary evidence and completed Specification Submission Sheet **(Form PG4-5**) 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.
	43.7	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

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		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.
	43.8	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 43.3, 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.
	45.5	Information relating to the examination, evaluation, comparison, and post qualification of the tender or contract

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		award, shall not be disclosed to tenderers or any other persons not officially concerned with such process.
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 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. Conversion to Single Currency	47.1	For evaluation and comparison purpose, TEC shall convert all Tender prices expressed in the amounts in various currencies into an amount in Bangladeshi BDT currency, using the selling exchange rates established by the Bangladesh Bank, on the date of Tender opening.
48. Domestic Preference	48.1	**Domestic preference** shall be a factor in tender evaluation, unless otherwise specified in the **TDS.**
	48.2	If **domestic preference shall be a tender-evaluation factor**, the Purchaser will grant a margin of fifteen percent (15%) domestic preference to Goods manufactured in Bangladesh during the evaluation of its Tender while comparing the same with those of other Tenderers under the classification set out in ITT Sub-Clause 51.3. The evaluation will be carried out in accordance with the provisions set out in ITT Clause 56.
	48.3	Tenders will be classified in one of two groups, as follows: (a) **Group A:** Tender offering goods manufactured in Bangladesh, for which: (i) labour, raw materials, and components from within the Bangladesh account for more than thirty (30) percent of the EXW

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		price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission. (b) **Group B:** Tenders offering Goods manufactured outside Bangladesh that have been already imported or that will be imported.
	48.3	To facilitate this classification by the Tenderer, the Tenderer shall complete whichever Form of the Price Schedule furnished in the Tender Document is appropriate.
	48.4	Completion of an inappropriate Form of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the Purchaser's reclassification of the tenderer into its appropriate tender group.
49. Financial Evaluation	49.1	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.
	49.2	To evaluate a Tender, the TEC will consider the following: (a) the Tender price for Item(s) or Lot (b) Verification and examination of the Price Schedule for Goods and Related Services (Form PG4-4A, 4B, 4C and PG4-4D) as furnished by the Tenderer and checking the compliance with the instructions provided under ITT Clause 23; (c) Evaluation will be done for Items or lot by lot as stated under ITT Clause 23 and the Total Tender Price as quoted in accordance with Clause 23 ; (d) adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 46.1; (e) adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 23.8, if any; (f) adjustment for application of the economic factors, as stated under ITT Sub Clause 49.5, if any; (g) 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; (h) Adjustment due to the application of a margin of preference (domestic preference), in accordance with ITT Clause 48 and 51 if applicable
	49.3	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

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		will not be considered in Tender evaluation.
	49.4	If Tenders are invited for a single lot or for a number of lots as stated under ITT Sub-clauses 23.3, TEC shall evaluate only lots that that have included at least the percentage of items per lot as stated under ITT Sub-Clause 23.5 and 23.6. The TEC shall evaluate and compare the Tenders taking into account: (a) Lowest evaluated tender for each lot; (b) The price discount/reduction per lot; (c) Least cost combination for the Purchaser, considering discounts and the methodology for its application as stated under ITT Sub-clauses 23.8 and 23.9 offered by the Tenderer in its Tender.
	49.5	Only those spare parts and tools which are specified as a item in the List of Goods and Related Services in Section 6, Schedule of Requirement or adjustment as stated under ITT Sub-clause 49.5, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirement as stated under ITT Sub-clause 26.3(b) shall not be considered in Tender evaluation.
	49.6	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 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.
	49.7	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).
	49.8	TEC may recommend to increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 63.1 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.
50. Assessing the Price of unpriced Items	50.1	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.
	50.2	If the winning lot is missing some items as stated under ITT Sub

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		Clause 50.1, 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.
51. Evaluation based on Domestic Preference	51.1	If the Tender document so specifies, the Tenderer will grant a margin preference to goods manufactured in Bangladesh as stated in ITT Clause 48 for the purpose of Tender comparison, in accordance with the procedure outlined below:
	51.2	The Purchaser will first review the tenders to confirm the appropriateness of, and to modify as necessary, the tenderer group classification to which Tenderers assigned their tenders in preparing their Tender Forms and Price Schedules.
	51.3	All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with each other and if as a result of this comparison a tenderer from Group A and the Tenders offering Goods manufactured in Bangladesh is the lowest, it shall be selected for the award.
	51.4	If, as a result of the preceding comparison, the lowest evaluated tender is from Group B, (a) all Group B tenders will then be further compared with the lowest evaluated tender from Group A, after adding to the evaluated tender price of goods offered in the tender for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIF/CIP (named place of destination or named port of destination) tender price. (b) The lowest-evaluated tender determined from this last comparison shall be selected for the award.

52. Winning multiple Lots	52.1	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 52.2.
	52.2	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 (d) 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

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		accordance with the tender capacity as stated in ITT Sub Clause 14.1 (d) and post-qualification criteria as stated under ITT Clause 55.

53. Price Comparison	53.1	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 55.
	53.2	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.
	53.3	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.
	53.4	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 53.3, 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.
	53.5	The successful Tenderer shall not be selected through lottery under any circumstances.
54. Negotiations	54.1	No negotiations shall be held generally during the Tender evaluation or award, with the lowest or any other Tenderer.
	54.2	In exception to the provisions of ITT Sub Clause 54.1, the Tender Evaluation Committee shall conduct negotiations with the lowest responsive Tenderer if the he/she submits his/her tender price, full or partial, quoting any foreign currency(ies).
	54.3	During the Negotiation, Tenderer shall clarify and, if required by the TEC, provide rational proof on the origin of each gross portions of Goods or related services so that the Tender Evaluation Committee can become satisfied on compliance of ITT Sub Clause 24.1.
	54.4	If the Tender Evaluation Committee is not satisfied with Tenderer's submitted currency(ies) linked with any or all portions of Goods or related services, then they shall recommend to convert that portion of Contract price to Bangladeshi currency (BDT) using the selling exchange rates established by the Bangladesh Bank, on the date of Tender opening.
	54.5	If the Tenderer does not accept recommendations made by the TEC as described in ITT Sub Clause 54.4, his/her Tender shall be considered as 'Non-responsive'.
55. Post-qualification	55.1	The determination on Post-qualification shall be based upon an

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		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.
	55.2	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.
	55.3	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.
	55.4	The objective of any visit under ITT Sub-Clause 55.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).
	55.5	In the event that the Tenderer with lowest evaluated cost fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated cost and so on from the remaining responsive Tenders, provided that, (a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Purchaser; (b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Purchaser may take action pursuant to Rule 34 and may proceed for re-Tendering, using a revised Tender Document designed to achieve a more successful result.
56. Procuring Entity's Right to Accept any or to Reject Any or All Tenders	56.1	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.
57. Rejection of All Tenders	57.1	The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 57.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
	57.2	All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official estimated cost, provided the estimate

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		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 pursuant to Rule 149 of the Public Procurement Rules, 2025.
	57.3	Notwithstanding anything contained in ITT Sub-Clause 57.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
	57.4	A Procurement Entity may pursuant to Rule 48 of the Public Procurement Rules, 2025, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.
	57.5	All Tenders received by the Purchaser shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 57.4.
58. Informing Reasons for Rejection	58.1	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

59. Award Criteria	59.1	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 55.
	59.2	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.
60. Procuring Entity's Right to Vary	60.1	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:

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Quantities		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.
61. Notification of Award	61.1	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.
	61.2	The NOA, (**Form PG4-9**) attaching the Contract Agreement as per the sample (**Form PG4-10**) 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.
	61.3	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) and, Contract(s) will be signed per each of the successful Tenderer(s) covering the corresponding item(s).
	61.4	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).
	61.5	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).
62. Reporting on Contract Awarding	62.1	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 PG4-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.
63. Performance Security	63.1	Performance Security shall be provided by the successful Tenderer in BDT currency and within the timeline as mentioned in the **TDS.**
	63.2	Performance Security shall be furnished by the successful Tenderer in the amount specified in the TDS and **denominated in the currencies** in which the Contract Price is payable pursuant to Rule 123 (6) of the Public Procurement Rules, 2025.

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	63.3	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.
	63.4	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 63.1
64. Form and Time Limit for Furnishing of Performance Security	64.1	Performance Security, as stated under ITT Clause 63, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form PG4-11**), without any alteration, issued by **an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable** pursuant to Rule 36(4) of the Public Procurement Rules, 2025 acceptable to the Procuring Entity.
	64.2	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 63.1 or 63.2.
65. Validity of Performance Security	65.1	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.
	65.2	If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.
66. Authenticity of Performance Security	66.1	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.
	66.2	In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
67. Retention Money and Contractual Security	67.1	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**.
	67.2	The Performance Security mentioned in ITT Sub Clause 63.1 and the money to be retained as per ITT Sub Clause 67.1 will together be considered as the Contractual Security.
	67.3	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 67.4.
	67.4	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.

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68. Contract Signing	68.1	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.
	68.2	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.

	68.3	Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 63.1, or to sign the Contract, as stated under ITT Sub Clauses 68.1 and 68.2, 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.
69. Notification of Contract Signing	69.1	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.
70. Debriefing of Tenderers	70.1	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.
	70.2	In the case of debriefing, confidentiality of the evaluation process shall be maintained.
71. Adjudicator	71.1	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 the **TDS**.
72. Right to Complain and appeal	72.1	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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
	A. General
ITT 1.1	The Procuring Entity*:* *General Manager (Commercial & Operations)* *Bangladesh Petroleum Corporation (BPC)* *Saltgola Road, Chattogram.* The Name of the Tender: Invitation for Open Tender (International) for import of Gasoil 0.005% 'S' (50 PPM) and Jet A-1. Tender Ref: 28.03.0000.000.044.03.0001.26 dated: 30th April, 2026
ITT 3.1	The source of fund: Own Fund.
ITT 5.1	Tenderers from the following countries are not eligible: Israel
ITT 6.1	Goods and Related Services from the following counties are not eligible: *Israel and sanctioned countries.*
	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: Bangladesh Petroleum Corporation (BPC) Address: 1. BSC Bhaban (1st Floor), Saltgola Road, Chattogram Telephone No.: +88 01713-755377/ +880 1762-921229 e-mail address: gm_com_bpc@yahoo.com 2. Bangladesh Petroleum Corporation (BPC) BTMC Bhaban (Level 10) 7-9 Karwan Bazar, Dhaka-1215.

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ITT 9.1	For **clarification of Tender Document purposes** only, the Procuring Entity's address is: Attention: Engr. Tanzin Hosen Address: Bangladesh Petroleum Corporation (BPC), BSC Bhaban (1st Floor), Saltgola Road, Chattogram Telephone/Cell No: +880 1829-589366 e-mail address: gm_com_bpc@yahoo.com; gm_commercial@bpc.gov.bd and contact Procuring Entity within ***07th May 2026.***
ITT 10.1	The Pre- Tender meeting shall be held at Virtual Platform (Zoom) Time & Date: **06 May, 2026; 12.45 PM** (Bangladesh Time; GMT + 6) Meeting ID: 9398746779 Passcode: 243873
C. Qualification Criteria	
ITT 13.1(a)	The Tenderer(s) must have minimum 03 (Three) years' experience in the export of petroleum products.
ITT 13.1(b)	The Tenderer must execute at least 02 (two) contracts with a minimum value of USD 150 Million each in last three years.
ITT 13.1(c)	The Tenderer(s) must own refinery(ies) or more than 50% equity of a refinery. The processing capacity of the refinery(ies) must be at least 2.25 million metric tons per year. Or, The Tenderer(s) must satisfactorily complete the export of at least 3.75 million Metric tons of petroleum products annually for the last three years.
ITT 14.1(a)	Maximum 3 (Three) litigations are allowed in last 3(three) years. Litigation detail will have to be submitted in letterhead pad.
ITT 14.1(b)	1. Annual turnover of the Tenderers during last 3(three) years must be equivalent to minimum US$ 2.25 billion. 2. The minimum amount of liquid asset or working capital facility must be US$ 1.50 billion.
ITT 15.1	Not applicable.
D. Preparation of Tender	
ITT 20.1(i)	Income Tax Assessment Year shall be 2023-24;
ITT 20.1(l)	The Tenderer shall submit with its Tender the following additional documents: *1. Company Profile*

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	2. *Certificate of Incorporation* 3. *Litigation History (if any)* 4. *Audited Financial Report (3 years)* 5. *Proof of ownership of Refinery(ies) (if applicable)* 6. *Summary of Export in last three years* 7. *Declaration that sources, load ports, vessels are non-sanctioned* 8. *Certificate of Completion against executed contracts* 9. *Declaration of being free from any interdictory/ embargo/sanction from international organization like UNO, OPEC, WTO etc.* 10. *Declaration of complying with international safety standard and environment compliances*
ITT 22.1	Alternatives will not be permitted.
ITT 23.3	Tenders are being invited for Gasoil and Jet A-1. However, quotations must cover the full quantity of both products specified for the package; quotations based on partial quantities will not be considered.
ITT 23.6	Not Applicable.
ITT 23.8	The price for the following particular item must be quoted by the Tenderers: Gasoil 0.005% 'S' & Jet A-1. Quotations must cover the full quantity of both products specified for the package; quotations based on partial quantities will not be considered.
ITT 23.9	Tenders are being invited for Gasoil and Jet A-1. However, quotations must cover the full quantity specified for the package; quotations based on partial quantities will not be considered. The price is to be quoted in CIF Chittagong.
ITT 23.12	For the purpose of this procurement VAT and Duties shall not be included in the tender price and will be paid separately by the Procuring Entity as per law of Bangladesh.
ITT 23.15(c) **ITT 23.16 (c)** **ITT 23.17 (e)**	Final destination: *BPC's Jetty(ies) at the port of Chittagong/ Chattogram. (Coordinates 22°16'17.4"N 91°48'34.8"E)*
ITT 23.16 (a)	Place of Destination: *CIF Chittagong.*
ITT 23.16 (d)	In addition to the CIF/CIP price specified in ITT 23.12(a), the price of the Goods manufactured outside Bangladesh shall be quoted: [*CIF Chittagong.* other than CIF/CIP]
ITT 24.3	Name of the foreign currency: United States Dollar (USD)
ITT 26.3(b)	Not Applicable.
ITT 27.1(g)	Manufacturer's Authorization is not required.

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ITT 27.1(h)	After sales service is not required.
ITT 27.1(j)	The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past 03 years.
ITT 28.1	The Tender must be valid till **21/06/2026.**
ITT 30.1 **ITT 30.2**	The amount of the Tender Security shall be **1.00 (One) Million USD** in favour of Bangladesh Petroleum Corporation (BPC).
ITT 35.1	In addition to the original of the Tender, 01 copy shall be submitted.
E. Submission of Tender	
ITT 36.2	The inner and outer envelopes shall bear the following additional identification marks: Reference No. and Date of the Invitation for tender, Name/ Designation of the Procurement Entity (PE) the tender is being Submitted, Tenderer's Name and Address, Package/ Products tender submitted for.
ITT 36.7	Tenderer shall not have the option of submitting their tender electronically.
ITT 36.7	Not Applicable.
ITT 37.1	For **Tender submission purposes**, the Procuring Entity's address is: Attention: Mohammad Zahid Hossain General Manager (Commercial & Operations) Address: BSC Bhaban (1st Floor), Saltgola Road, Chattogram- 4100. The deadline for submission of Tenders is: **Time & Date: 12.30 PM (Bangladesh Time; GMT +6.00); 13 May 2026.**
F. Opening and Evaluation of Tenders	
ITT 40.1	The Tender opening shall take place at: Address: Conference Room, BPC Head Office, BSC Bhaban (1st Floor), Saltgola Road, Chattogram-4100. Time & Date: **12.45 PM (Bangladesh Time; GMT +6.00); 13 May 2026.**
ITT 40.9	Not Applicable.
ITT 48.1	Domestic preference shall not be a tender evaluation factor
ITT 49.1	The lowest price shall be determined based on the weighted average or the total cost. The weighted average shall be calculated using the upper limit of the total importable quantity. The weighted average will be calculated as per the following formula: A = (B+C)/2 Where, A = Weighted Average, B = Total Quantity (upper limit) X Quoted Premium for Gasoil 0.005% 'S' C = Total Quantity (upper limit) X Quoted Premium for Jet A-1.

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G. Award of Contract	
ITT 60.1	The maximum percentage by which quantities per item may be increased is 10% at the time of Contract Award.
ITT 63.1	The amount of Performance Security shall be five (5) percent of the Contract Price.
	The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within 28 working days of issuance of the Notification of Award (NoA).
ITT 63.4	Not Applicable.
ITT 67.1	Not Applicable.
ITT 68.2	The successful Tenderer shall sign the contract with the Procuring Entity within 42 days of issuance of the Notification of Award (NoA).
ITT 71.1	If required, an Adjudicator will be mutually appointed by both of the Procurement Entity and Supplier.

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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 Supplier to resolve disputes in the first instance, as provided for in GCC Sub Clause 46.2. (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 Supplier, 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. All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. (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 Supplier, 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 Supplier; 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

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		included in GCC Clause 37; (k) **GCC** means the General Conditions of Contract. (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. (v) **Verified Report** means the report submitted by the Purchaser to the Head of the Purchaser setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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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 Supplier and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 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.

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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 Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
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 Suppliers (including manufacturers, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts 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

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		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 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 and	7.1	The following documents forming the Contract shall be in the following order of precedence, namely:

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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.** A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	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**.
	10.3	For the purpose of the GCC Clause 10.2, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

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

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		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 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 specified in the **PCC**..
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.

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	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.
	17.3	The main responsibilities of procuring Entity in conformity with the provisions of the Contract Agreement is specified in the **PCC**.
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 provided that; i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith; ii. The change is an improvement of the goods and advantageous to the Government; iii. It is done at no extra cost; and iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender; (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	Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity
	18.3	Any of the following circumstances may serve as basis for such amendment/s or change order: (a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as: i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery; ii. Time is of the essence in the implementation

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		of the contract, and any changes require immediate implementation; and iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements; (b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and (c) Other analogous circumstances that could affect the conditions of the procurement at hand
	18.5	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.
	18.4	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 Change Order/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. the contract should be modified as stated under GCC Clause 45.
	19.2	If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.
	19.3	It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.
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,

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		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.
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.**
	21.2,	The details of shipping and other documents to be furnished by the Supplier shall be specified in the PCC, and shall be received by the Purchaser at least one week before arrival of the Goods and, if not received the Supplier shall be responsible for consequent expenses.
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	During evaluation, tender has excluded and not taken into account: (a) In the case of Goods manufactured in Bangladesh, VAT payable on account of Supplier, which will be payable on the goods if a contract is awarded to the Tenderer; (b) in the case of Goods manufactured outside the Bangladesh, already imported or to be imported, customs duties, import VAT and other import taxes levied on the imported Good, VAT, which will be payable on the Goods if the contract is awarded to the Tenderer.
	23.3	The Contract price will include all the costs paid or payable as stated under GCC Clause 23.2.

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	23.4	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.
	24.2	If not in accordance GCC Clause 24.1, responsibility for transportation of the Goods shall be as specified in the ***INCOTERM*** indicated in the Price Schedule or any other trade terms specify the responsibilities of the Purchaser and Supplier as specified in **PCC**.
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.
	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	The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the tender price is expressed.
	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.
	26.2	If not in accordance GCC Clause 26.1, the insurance coverage shall be as specified in the INCOTERM indicated in the Price Schedule or any other insurance provisions as specified in **PCC**.
27. Taxes and Duties	27.1	The Supplier shall be entirely responsible for all applicable taxes, custom duties, VAT, license fees, and other levies imposed or incurred inside or outside Bangladesh.

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	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.
	27.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bangladesh, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
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 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.

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	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.
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

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		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.
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.
	32.8	If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 32.7, the Purchaser may proceed to call upon the Retention Money without prejudice to any other rights which the Purchaser may have against

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		the Supplier under the Contract and under the applicable law.
	32.9	Retention Money under GCC Clause no 29 shall only be released after the lapse of the warranty period, 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. i. For example, a ball pen that writes .75 kilometres instead of the expected 1.5 kilometres, has a latent defect.
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.
	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,

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		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 of the undelivered Goods and related services 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 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	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided

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		against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party.
	37.2	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 Supplier's Personnel, revolution, insurrection, military or usurped power, or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Supplier's Personnel; (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Supplier'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.
	37.3	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.
	38.2	The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
	38.3	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

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		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.
	40.5	Adjustments in the delivery or contract schedule and/or contract price, Including any need to modify contract under GCC Clause 45.
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.
	41.2	Termination of a contract for default is without prejudice to other remedies available to the Purchaser for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.
	41.3	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

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		not terminate the contract with a 21-day timeline from the issuance of the first notice to provide any clarification.
	41.4	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.
	41.5	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.
	41.6	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.
	41.7	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.
	41.8	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 performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
	43.2	Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences: (a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Purchaser;

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		(b) The Head of Purchaser has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies; (c) Funding for the contract has been withheld or reduced; (d) Any circumstances analogous to the foregoing.
	43.3	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
	43.4	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. Procedures for Termination of Contracts	44.1	The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 41,42 and 43: (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Purchaser shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached; (b) Upon recommendation by the Purchaser, the Head of the Purchaser shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state: i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same; ii. the extent of termination, whether in whole or in part; iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

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		iv. special instructions of the Purchaser, if any. (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report; (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Purchaser a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Purchaser shall issue an order terminating this Contract; (e) The Purchaser may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice; (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Purchaser shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and (g) The Head of the Purchaser 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 Purchaser.
45. Amendment to Contract	45.1	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.
46. Settlement of Disputes	46.1	<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.
	46.2	<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)

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		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; (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.
	46.3	<u>Arbitration</u> (a) If the Parties are unable to reach a settlement under GCC Clause 46.1 or 46.2 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 46.2(c), then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 46.3(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(PE) is: General Manager (Commercial & Operations.), Bangladesh Petroleum Corporation (BPC).
GCC 1.1(t)	The site(s)/ point(s) of delivery is/are: *BPC's Jetty(ies) at the port of Chittagong/ Chattogram. (Coordinates 22°16'17.4"N 91°48'34.8"E)*
GCC 3.1	For **notices**, the Procuring Entity's contact details shall be: Attention: General Manager (Com. & Ops.), BPC Address: Bangladesh Petroleum Corporation (BPC), BSC Bhaban (1st Floor), Saltgola Road, Chattogram-4100. Telephone/Cell Number: +880 1713 755 377 Electronic mail address: gm_com_bpc@yahoo.com; gm_commercial@bpc.gov.bd
	For **notices**, the Supplier's contact details shall be: Attention: Address: Telephone/Cell Number: Facsimile number: Electronic mail address:
GCC 7.1(i)	The following documents shall also be part of the Contract: (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, If applicable; (h) Priced Schedule and Schedule of Requirements and; Other Documents including correspondences listed in the **PCC** forming part of the Contract.
GCC 8.1	The Scope of Supply shall be defined in Section 6, Schedule of Requirements.
GCC 10.1	The Supplier that is a national of, or registered in Israel is not eligible.
GCC 10.2	Goods and related services to be supplied shall not have their origin in Israel.

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GCC 16.1	Responsibility of the Supplier is: as specified in the GCC clause specified in 8, 21 and 22. Supplier must follow the schedule specified in section-6 and specification specified in section-7. **TITLE AND RISK** In respect of each delivery, PE shall assume all Risks both marine and otherwise, including (but without limiting the generality of this article) loss, damage, deterioration, contamination or evaporation when the product(s) pass(es) vessel's permanent hose connection at the discharge port or lighterage area and PE shall procure adequate insurance of product(s) against all risks thereafter. Title and Risk to the product shall pass from the Supplier to the PE when the product passes the permanent flange connection of the vessel's intake hose at discharging point. **VESSEL NOMINATION PROCEDURE** (a) (i) Supplier shall nominate a vessel for PE's acceptance 10 days prior to vessel loading mentioning particulars of the vessel, among others her VEF (not over 1.0003) for at least 10 latest qualifying voyages attaching, Q-88 and particulars (including details of last three cargos loaded) of the vessel or vessels nominated. PE shall advice supplier of vessel acceptance within 2 working days from receipt of supplier's nomination. BPC may accept or reject a vessel depending on vessel's previous performance. (ii) Considering "**Bangladesh Flag Vessels (Protection of Interest) Act, 2019**" the supplier shall endeavor its best to charter tanker owned by Bangladesh Shipping Corporation (BSC), BSC Bhaban, Saltgola Road, Chattogram, Bangladesh named (i) MT. Banglar Agrajatra (DWT of 38867 MT, IMO No. 9793856) (ii) Banglar Agradoot (DWT of 38919 MT, IMO No. 9793868) (iii) Banglar Agragoti (DWT of 38927 MT, IMO No. 9793870). (iii) Supplier shall give notice 10 days prior to the commencement of each loading giving the name of the vessel, the approximate quantities to be shipped and the ETA at the discharge port (Chittagong). (iv) If the Supplier is unable to provide a vessel for any shipment, the Supplier shall so advise the PE at least 10 days prior to the date when commencement of its loading was scheduled. If the PE is obliged to purchase product from another source to make good shortfall resulting from the Supplier's inability to provide a vessel, the Supplier shall pay to the PE a sum equivalent to the difference between the PE's actual acquisition cost and the Supplier's ruling contract price. The PE shall furnish to the Supplier documentary evidence of the price paid for any such spot purchases. (b) The Supplier shall not nominate a vessel bearing Israeli registration. The Supplier shall make all endeavors to ensure that the vessel used for delivery of the cargoes at Chattogram are within 15 (fifteen) years old but not more than 20 years. Only under special circumstances PE may accept vessel over 15 years old provided that: - Overage insurance premium including Value Added Tax (VAT) and Tax, if any, on the vessel/cargo shall be on Supplier's account. In that case Supplier shall provide overage insurance premium coverage documents to the PE. - Supplier confirms that vessel so nominated by them was found to be

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	well maintained by owner of the vessel. - Vessel does not have record of High Ocean/transportation loss in her previous voyage if any to Chattogram. - Type of Hull is double hull vessel. - LOA within 610 Feet or 186 meters. - Vessel which has carried clean petroleum products on her last three voyages should be nominated. (c) The Supplier may, with the prior notification to the PE within a reasonable time not exceeding 5 days from the nomination of a vessel, substitute any vessel by another vessel which is similar in all material respects to the vessel so replaced. (a) The Supplier shall keep the PE informed of any variation in the arrival date of the vessel. (b) The Master of the vessel shall keep the PE informed 96, 48 and 24 hours in advance of the vessel's ETA at the port of discharge. On arrival of vessel at the port of discharge, the Master of the vessel or agent shall tender Notice of Readiness (NOR) during 0600AM to 0600PM upon arrival at Chittagong Port Outer Anchorage. NOR if tendered outside the above mentioned time (0600AM to 0600PM) shall not be taken into consideration for purpose of laytime calculation.
GCC 17.3	Responsibility of the Procuring Entity is: *a)* Preparation & Finalization of Import Program *b)* Opening Letter of Credit and ensuring timely payment *c)* Review and Acceptance of nominated Vessel *d)* Appointment of Independent Surveyor. *e)* Arrangement of lighterage (if required) *f)* Arrangement of storage to discharge the products.
GCC 21.1 **And** **GCC 21.2**	Details of shipping and documents to be furnished by the Supplier shall be: (a) The Supplier will communicate by E-mail/Fax the details of shipment to BPC (PE) immediately and in any event not later than one hour following the completion of loading. (b) On completion of loading Supplier or Supplier's agent shall E-mail/Fax to the PE the name of tanker, loading port, date and time of loading commenced, date and time loading completed, date and time of sailing, Bill of lading, quality certificate, Load Port Ullage Figure/Report, the gravity and quantity (gross and net) of oil loaded within 2/3 days. One set of above mentioned documents (shipping documents), in original, is to be handed over to the consignee or representative of consignee, at disport, through the master of performing vessel. (c) The product(s) loaded under this Agreement must conform to quotation specification before commencement of discharge at Chittagong Port. In case the product(s) do not conform to the quotation specification, the Supplier will replace the product(s) at their own cost and the PE will definitely not accept any liability in this respect. The Letter of Credit (L/C) shall specify that the following documents will be

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	presented by Supplier: (i) Signed commercial invoice in five copies on out turn quantity ascertained by independent inspector by measurement of the Vessel's tanks immediately upon arrival at the customary anchorage at the discharge port. In the event, outturn quantity/ship arrival quantity is more than Bill of Lading quantity, payment will be based on Bill of Lading quantity, which shall be taken as invoice quantity; (ii) Signed One Original and five non-negotiable copies of the Bill of Lading; (iii) Certificate of Quality of product on board the vessel certified by an independent surveyor at load port that product loaded as per contractual specification each in three copies; (iv) Certificate of quantity on board the vessel certified by an independent surveyor at load port each in three copies; (v) Certificate of origin in three copies.
GCC 23.1	The original Contract price/ pricing formula is: The price shall be the average of the high and the low quotations for "Gasoil 0.005% 'S' (Code:AASGJ00)& Jet A-1 (Kerosene) (Code:PJAAA00) as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Arab Gulf" for the Bill of Lading (B/L) date and for the 2 (two) publication days immediately preceding and 2 (two) publication days immediately following the Bill of Lading (B/L) date making the average of said quotations for 5 publication days plus/minus a fixed premium/discount to be quoted by the Tenderer (agreed term premium/discount) for deliveries during agreed time. In case the quotations are not reported for the Bill of Lading date, then the quotations reported for the three (3) consecutive Platts publication days immediately preceding and two (2) consecutive Platts publication days immediately following the B/L date shall be used for the purpose of price calculation only.
GCC 25.1	***Sample provision:*** The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	(a) PE shall effect payment in US Dollars by confirmed irrevocable Letter of Credit (L/C) in favour of Supplier. The Letter of Credit (L/C) in favour of Supplier shall be opened through a Bank in Dhaka/ Chattogram at least 07 days prior to the estimated date of commencement of loading. The Letter of Credit (L/C) shall be valid for three months, the value and quantity shall be prefaced by the word 'about' to give a margin of 10% more or less. The Letter of Credit (LC) shall provide that Bills of Exchange for the full invoice value will be drawn on the aforesaid Bank with which it is established payable 30 (thirty) days from the Bill of Lading (B/L) date. The Letter of Credit (L/C) shall specify that the following documents will be presented by Supplier: (i) Signed commercial invoice in five copies on out turn quantity ascertained by independent inspector by measurement of the Vessel's tanks immediately upon arrival at the customary anchorage at the discharge port. In the event, outturn quantity/ship arrival quantity is more than Bill of Lading quantity, payment will be based on Bill of Lading quantity, which shall be taken as invoice quantity;

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	(ii) Signed One Original and five non-negotiable copies of the Bill of Lading; (iii) Certificate of Quality of product on board the vessel certified by an independent surveyor at load port that product loaded as per contractual specification each in three copies; (iv) Certificate of quantity on board the vessel certified by an independent surveyor at load port each in three copies; (v) Certificate of origin in three copies. (b) If payment due date falls on Saturday or non-Monday bank holiday in New York, payment shall be due on the last preceding business day. If the payment due date falls on a Sunday or Monday bank holiday in New York, payment shall be due on the following business day. (c) The final price shall be rounded to two (02) decimal places with the third decimal place to be increased to the upper digit whenever the third decimal place in five or greater than five and ignoring figure below 0.5 cents. (d) All bank charges payable within Bangladesh in connection with Letters of Credit (L/C) shall be on the PE's account and outside Bangladesh (e.g. confirmation charges etc.) in connection with Letters of Credit shall be on Supplier's account. Payment for Goods supplied from abroad:
GCC 25.3	Payments shall be made in no case later than the days 30 days from the BL date subject to completion of discharge and submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
GCC 25.5	In the event that payment is not made on the due date as stated in Supplier's invoice for any reason or whatsoever, then without prejudice to any other legal remedies or actions open to Supplier, interest shall be payable by PE to Supplier at a rate 02% (two percent) above the 03 (three) month Secured Overnight Financing Rate (SOFR) as administrative by CME Group Benchmark Administration Limited (successor administrator) for the period from the date payment is due to the date of Supplier's actual receipt of payment. If there is no rate available for the due date due to holiday or weekend, then such rate quoted for the immediately preceding date on which the rate was reported shall be used for calculation of interest. Such interest for late payment shall be payable by PE automatically without requirement of a notification from Supplier regarding such delayed payment.
GCC 26.2	The insurance coverage shall be: As per Incoterms CIF.
GCC 29.1	The portion of payments to be retained is: Not Applicable.

GCC 31.1	(a) (I) The measurement, sampling and testing of each shipment of products shall be carried out in accordance with the methods from time to time prescribed, approved or accepted by the American Society for Testing Materials (ASTM) and/or the American Petroleum Institute (API) and/or the Institute of Petroleum (IP) by any internationally reputed Surveyors like Intertek Caleb Brett, SGS Singapore, Bureau Veritas, Saybolt etc. at the port of loading at Supplier's cost. (II) The Supplier shall arrange for certificates of quality and quantity and origin of products loaded in accordance with the aforesaid method for delivery to the PE, each signed by appropriate authority. (b)The quantity of products delivered (B/L Quantity) shall be determined at the time of loading on the basis of meter readings from the shore tanks, if available, otherwise by gauging the shore tanks immediately before and after loading of each shipment of product at load port. The quantity of product in each shipment determined pursuant to the foregoing procedure shall be corrected to a temperature of sixty degrees Fahrenheit (60 deg F) or fifteen degrees Celsius (15 deg C) in accordance with the 1982 ASTM-IP Petroleum Measurement Tables (or currently effective tables superseding the same). (c)All measured quantities shall be stated in net barrels and metric ton. Barrel (BBL) means forty two (42) US Gallons each of two hundred and thirty one (231) Cubic inches at sixty degrees Fahrenheit (60 deg F) or 3785 cubic centimeter at 15 deg C. (d)The quality of the product delivered shall be determined by representative samples taken by the independent inspector from the delivery vessel's tank after arrival at the discharge port. (e)The Independent Inspector shall issue Certificate of Quantity of the Products delivered and will endorse the Certificate of Quality issued by PE's nominated laboratory. (g)An Independent Inspector shall be mutually appointed by PE and Supplier at discharge port for quantity determination and to witness the quality testing. The cost of the Independent Inspector shall be shared equally by PE and Supplier. The Independent inspector's findings shall be final and binding on both parties save for manifest error or fraud. The quantity of the products to be delivered shall be determined by the independent inspector by measurement of vessel's tank immediately upon her arrival at outer anchorage (hereinafter referred as "Ship Arrival Figure"). In the event, outturn/ship arrival figure is more than Bill of lading figure, payment term will be based on Bill of Lading quantity. The Ship Arrival Figure as determined by independent inspector shall be the invoice quantity for payment purposes. In the event, the shortage (Ship arrival Figure minus Bill of Lading quantity) is over than 0.3% of Bill of Lading quantity, the Vessel's Experience Factor (VEF) shall apply (if applicable) to ascertain the invoice quantity. Invoice quantity shall not exceed Bill of Lading figure in any manner. The quality of products delivered shall be determined by representative samples taken by the Independent Inspector from the vessel's tanks after arrival at the discharge port.
GCC 32.3	Not Applicable.

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GCC 32.7	Not Applicable.
GCC 34.1	The amount of Liquidated Damages is 0.05% of the individual parcel value as applicable, per day of delay which will be maximum 5% of the parcel value. The Liquidated damage will be adjusted during payment.
	The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is 3(Three) percent of the Total price of the undelivered goods. The price of the undelivered goods will be determined based on the unit price (including premium) of the last delivered parcel.
GCC 41.8	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 20 percent of the revised official estimated cost or cost of the previous/last parcel of the incomplete Supply of Goods
GCC 46.2(b)&(e)	The Adjudicator jointly appointed by the Parties is: If required, an Adjudicator will be mutually appointed by both of the Procurement Entity and Supplier.
GCC 46.3(b)	This contract shall be governed by English law. Any dispute, controversy and/or difference, which may arise out of or in connection with or in relation to this contract, or for the breach thereof, shall be settled by arbitration in accordance with the arbitration rules as agreed by both parties. The place of Arbitration will be Singapore International Arbitration Centre (SIAC). The language of the arbitration shall be English.
Other Terms & Conditions	**DISCHARGING CONDITIONS** (a) The PE shall accept discharge of the products at a berth or berths which the PE shall provide or cause to be provided. (b) Draft available for berth at Chittagong Port varies from 23-30 feet or 7-9 metres. The vessel must have minimum discharging capacity of 700 tons of the product carried per hour and LOA within 610 Feet or 186 meters. (c) The vessel must be able to come direct to customary Chittagong Outer Anchorage. Lightening of product if required from the customary Chittagong Outer Anchorage for the purpose of lightening the mother tanker in order to attain the permissible draft for entry to oil mooring berth shall be done at the Supplier's cost. It is understood that the current rates for lightering is Tk. 64.40 per metric ton of products lightered. PE shall issue an invoice for the lighterage charges after completion of discharge for each shipment and Supplier shall settle said invoice within 30 days from receipt of the same. (d) The time for shifting/pilotage from outer Anchorage to berth will not count as laytime for demurrage. The time from hose disconnection of last lighter vessel till completion of berthing of mother vessel at River Mooring/ Dolphin Oil Jetty (DOJ# 5/6/7) will not count as lay time. Delay in unloading both at outer anchorage and at berth on account of bad weather and or low tide will not count as laytime for demurrage. (e) Due to restriction imposed by Chittagong port authority prohibiting the night time navigation of the performing vessel at Chittagong outer anchorage, Supplier shall abide by such night time navigation restriction. In the event that the performing vessel is unable to commence lightering on arrival by reason of such night time navigation restriction, lay time will not count from the Vessel's arrival until the next 0600 hours.

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	(f)	In case of inclement weather or for any other reason if the vessel is required to vacate/leave the berth at discharge ports before completion of discharge of product, the concerned handling company of BPC must take fresh sample of the product for test before commencement of next discharge at discharge port.
	(g)	Total laytime allowed at discharge port for a full cargo of 30,000 metric ton inclusive of lightering shall be 120 running hours (Friday & Holidays included-FHINC). Demurrage shall be calculated for actual used laytime in excess of 120 hours discharge/laytime per full cargo/vessel. Such calculation shall be concluded and settled after completion of the contract.
	(h)	For vessels requiring lightening of products (Gasoil & Jet A-1 cargoes only) as per clause-(c), above laytime shall commence after six hours from time of tendering Notice of Readiness (NOR) by the Master of the vessel or commencement of discharge whichever is earlier;
	(i)	Lay time will commence 06 (six) hours after NOR is tendered at Chittagong outer anchorage or when vessel is all fast with the lightering vessel or at berth, whichever occurs first. Lay time shall commence on the following rules: (i) If vessel arrives and tenders Notice of Readiness NOR within agreed date range, lay time shall commence 06 (six) hours after NOR is tendered at Chittagong outer anchorage or when vessel is all fast with the lightering vessel or at berth, whichever occurs first. (ii) If vessel arrives and tenders Notice of Readiness (NOR) after the agreed date range, laytime shall commence when the vessel is all fast. (iii) If vessel arrives and tenders Notice of Readiness (NOR) before the agreed date range, lay time shall commence at 0600 hours on the first day of the agreed date range or when the vessel is all fast, whichever occurs first. (iv) Loss of time, if any on account of disputes arising between the vessel and local authority at the port of discharge shall be on the Supplier's account.
	(j) (i)	The PE shall pay "Demurrage(s) to the Supplier for each running hour and on pro rata basis for a part thereof for the period that unloading exceeds the allowed laytime, as specified, at the fixed rate **US$ 15,000 per Day.** The demurrage calculation will be based as per the Vessel Statement of Fact (Tanker Discharge Report/ Time Sheet of the mother vessel) submitted by the Surveyor at the port of discharge. The PE's liability for demurrage shall be absolute and subject to the provisions of Clause (II) to (V) below. (ii) If all or part of such demurrage is incurred due to fire or explosion at the port of discharge in or about the installation owned by the PE or his nominee or arises or results from act of God, act of war, riot, civil commotion, the time so spent will not be treated as lay time for the purpose of calculation of demurrage. (iii) No demurrage claim will be placed by supplier/Tenderer if, any access quantity is loaded/delivered than PE's options or PE's order placed quantity for that cargo. (iv) The PE shall not be liable for any demurrage for delay caused by a Force Majeure event, including a strike, lockout, stoppage or restraint of labour of or by the Master, officers and crew of the Vessel or a tugboat or a pilot and/or acts of God. The PE shall also not be liable for any Demurrage for delay caused by fault or failure of the Vessel or if unloading is suspended for Vessel's purposes or if the departure is delayed for Vessel's and/or Supplier's purposes. (v) Time lost for bad weather preventing discharging shall be considered at 50%.
	(k)	Demurrage, if payable as per clause-8(j) above, will be paid in US Dollar by the PE to the Supplier.

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Section 5.Tender and Contract Forms

Form	Title
	Tender Forms
PG4-1	Tender Submission Letter
PG4-1A	Letter of Authorization
PG4-2	Tenderer Information
PG4-3	Subcontractor Information (Not *applicable*)
PG4-4B	Price Schedule for Goods
PG4-5	Specifications Submission and Compliance Sheet
PG4-6	Manufacturer's Authorisation Letter (Not *applicable*)
PG4-7	Bank Guarantee for Tender Security
PG4-8	Bank's Letter of Commitment for Line of Credit (Not *applicable*)
	Contract Forms
PG4-9	Notification of Award
PG4-10	Contract Agreement
PG4-11	Bank Guarantee for Performance Security (*when this option is chosen*)
PG4-12	Bank Guarantee for Advance Payment (*if applicable*)
PG4-13	Contract Amendment

Forms PG4-1 to PG4-8 are the contents of the Tender Forms and should be completed as stated in ITT Clause 20.

Forms PG4-9 to PG4-13 are the contents of the Contract Forms as stated in GCC Clause 7.

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Tender Submission Letter (Form PG4-1)

[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:

GASOIL 0.005% SULPHUR and JET A-1,

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)

_____
[in figures]
_____
[in words]

The advance payment (when applicable) is:
[insert the amount based on percentage of the Tender Price]
(GCC Sub Clause 25.1)

_____
[in words]
_____
[in words]

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form **PG4–12.**

Mandatory Spare Parts Price (When Economic Factor applicable) is:
(ITT Sub-Clause 49.2 (f) & 49.6 (b))

_____
[in words]
_____
[in words]

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 (%).----------

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The discount shall be equally applicable on all the items of Price Schedule within each lot after arithmetical correction.

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 63) and in the form specified in the Tender Data Sheet (ITT Clause 64) 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;

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(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

(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 57.

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 PG4-1A)

[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 PG4-2)

[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	
	e-mail address	

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1.7	Attached are copies of original documents of : *[check box(es) of the attached original documents]* ☐ *Articles of Incorporation or Registration of firm named in 1.1, in accordance with ITT sub-Clause 5.1and 5.2]* ☐ *In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 5.3* ☐ *An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the tenderer or employees of a tenderer entering into or signing a Contract with the Purchaser in accordance with ITT clause 5* ☐ *An affidavit confirming that the tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing in accordance with ITT Clause 5.* ☐ *A certificate issued by the competent authority of Bangladesh stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Purchaser demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfilment of taxation obligations in accordance with ITT Clause 5 .* ☐ *Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITT Clause 5.*			
1.8	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…..	
1.9	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 29]		
The following two information are applicable for National Tenderers				
1.10	Tenderer's Value Added Tax Registration (VAT) Number			
1.11	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]				

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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 Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed supply]		

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	
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 PG4-3) (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	
	Address	
	Telephone numbers	
	e-mail address	

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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 (Form PG4-4B)

Invitation for Tender No:	28.03.0000.000.044.03.0001.26		Date: 30/04/2026
Tender Package No:	PG-01	Package Description:	Invitation For International Open Tender For Import Of Gasoil 0.005% 'S'(50 PPM), Jet A-1

B: PRICE OF GOODS AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8	9
Package	Description of Item	Country of Origin	Unit of Measurement	Quantity	Unit price Discounts/Premium	Port of Loading	Validity of Offer	Remarks
Package-A	*Gasoil 0.005% Sulphur*	*[insert country of origin of the products] Except Israel*	*Per BBL*	320,000-390,000 Ton (2.387-2.909 Million Barrel)	*[Insert unit price of Discounts / premium by US Dollar]*		**21/06/2026**	
	Jet A-1	*[insert country of origin of the products] Except Israel*	*Per BBL*	70,000-90,000 Ton (0.560 - 0.720 Million Barrel)	*[Insert unit price of Discounts / premium by US Dollar]*			
	Total =							

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 Tenderer against each item shall exclude Duty and VAT. The applicable duty and VAT in Bangladesh will be borne by Procuring Entity.*
Note 3: *Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.*

Name:	*[insert full name of signatory]*	*Signature with Date and Seal*
In the capacity of:	*[insert designation of signatory]*	*[Sign]*
Duly authorized to sign the quotation for and on behalf of the Bidder		

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Specifications Submission and Compliance Sheet (Form PG4-5)

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]*

Item No.	Name of Goods or Related Service	Country of Origin	Make and Model (*when applicable)*	Full Technical Specifications and Standards
1	**2**	3	4	5
	FOR GOODS			Note 1

[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 authorized to sign the Tender for and on behalf of the Tenderer	

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Manufacturer's Authorisation Letter (Not Applicable)

(Form PG4 - 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 (g)]***

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 PG4-7)

[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: 28.03.0000.000.044.03.0001.26 Date: 30/04/2026

Tender Package No: PG-01

Lot No (*when applicable*)

To:Bangladesh Petroleum Corporation

BSC Bhaban, Saltgola Road, Chittagong

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 *[insert the currency(ies) and 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.

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

DRAFT

Letter of Commitment for Bank's Undertaking for Line of Credit (Form PG4-8) (Not Applicable)

[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(f).]

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

DRAFT

Notification of Award (Form PG4-9)

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 [*state the currency(ies) and 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 [*state the currency(ies) and 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 63;

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 68.

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:

DRAFT

Contract Agreement (Form PG4-10)

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 *the currency(ies) [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 Price Schedules and Schedule of Requirements
   (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

Signature

Name

National ID No.

Title

In the presence of Name

Address

DRAFT

Bank Guarantee for Performance Security (Form PG4-11)

[This is the format for the Performance Security to be issued by ***an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable*** *in accordance with ITT Sub-Clause 63.1 pursuant to Rule 36(4) of the Public Procurement Rules, 2025]*

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 *[insert the currency(ies)and 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

DRAFT

Bank Guarantee for Advance Payment (Form PG4-12)

[this is the format for the Advance Payment Security to be issued by ***an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable*** *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 *[insert the currency(ies) and 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.

[Signatures of authorized representatives of the bank]

Signature	Signature

DRAFT

Contract Amendment (Form PG4-13)

[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	
_____		_____	
Title	Date	Title	Date

DRAFT

Section 6.Schedule of Requirements

Invitation for Tender No: 28.03.0000.000.044.03.0001.26 Date 30/04/2026
Tender Package No: PG-01
Lo No (when applicable): N/A

A. DELIVERY SCHEDULE FOR GASOIL 0.005% 'S' & JET A-1

Month	Date	Quantity in Metric Tons (+/-10%)	
		Gasoil	**Jet A-1**
June, 2026	13-15 June, 2026	30,000	0
	18-20 June, 2026	10,000	20,000
	22-24 June, 2026	30,000	0
	26-28 June, 2026	30,000	0
Month Total =		**100,000**	**20,000**
July, 2026	01-03 July, 2026	30,000	0
	06-08 July, 2026	10,000	20,000
	11-13 July, 2026	30,000	0
	16-18 July, 2026	30,000	0
	23-25 July, 2026	30,000	0
	28-30 July, 2026	10,000	20,0000
Month Total =		**140,000**	**40,000**
August, 2026	01-03 August, 2026	30,000	0
	08-10 August, 2026	20,000	10,000
	11-13 August, 2026	30,000	0
Month Total =		**80,000**	**10,000**
Grand Total		**320,000**	**70,000**
This Remaining volume **(2 Gasoil parcels & One Combi Parcel=70,000 MT Gasoil + 20,000 MT Jet A-1)** will be mutually scheduled based on demand and operational feasibility at PE's end.			

N.B. The right of the PE to modify by giving notice to the Supplier by or before 10th day of the month prior to the month in which delivery is to be made.

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B. List of Related Services and Completion Schedule (Not Applicable)

Notes on Related Services

The Procuring Entity shall clearly specify the Related services/Incidental services, other than inland transportation and other services required to convey the Goods to their final destination, in this Schedule of requirement. In particular, these services may refer to any of the following but not limited to:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time as specified, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

When completing Form PG4-4D 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 (s) 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]				

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

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Section 7.Technical Specifications

1.SPECIFICATION OF HIGH SPEED DIESEL/GASOIL 0.005% 'S'

Sl No.	Characteristics	Requirements	Test Method
1	Density at 15°C, kg/L	0.820 - 0.860	ASTM D 1298 / ASTM D 4052/ ISO 3675/ ISO 12185/ IP 160/ IP 365
2	Color ASTM, Max.	3.0	ASTM D 1500/ ISO 2049/ IP 196
3	Acidity, inorganic	Nil	ASTM D 664 / ASTM D 974
4	Acidity, total, mg of KOH/g, Max	0.20	ASTM D 664 / ASTM D 974/ ISO 6619/ IP 182
5	Ash, percent by mass, Max	0.01	ASTM D 482/ ISO 6245/ IP 4
6	Carbon residue on Conradson on 10 percent residue, percent by mass, Max	0.30	ASTM D 189/ ASTM D 4530/ ISO 4262/ ISO 10370/ IP 14/ IP 398
7	Cetane Number, Min	48	ASTM D 613/ ASTM D 7668/ ISO 5165/ ISO 15195/ IP 41/ IP 615
8	Cetane index (calculated), Min	46	ASTM D 4737/ ASTM D 976/ ISO 4264/ ISO 380
9	Pour point, Max a) Winter b) Summer	 3°C 9°C	 ASTM D 97/ ASTM D 5949/ ASTM D 5950/ ISO 3016/ IP 15
10	Copper strip corrosion for 3 hour at 50°C	Not worse than No. 1	ASTM D 130/ ISO 2160/ IP 154
11	Distillation: 95% vol. recovery, °C, Max	365	ASTM D 86/ ISO 3405/ IP 123
12	Flash point, Pensky Martens closed cup/ Abel, °C, Min	55	ASTM D 93/ IP 34/ ISO 2719
13	Kinematic viscosity, centistokes at 38°C, Max	2-4.5	ASTM D 445/ ISO 3104/ IP 71
14	Sediment, percent by mass, Max	0.01	ASTM D 473/ ISO 3735
15	Sulphur, parts per million (ppm), Max	50	ASTM D 5453/ ASTM D 2622/ ASTM D 7220/ ISO 20846/ ISO 20884/ IP 490
16	Water content, percent by volume, Max	0.05	ASTM D 6304/ ASTM D 95/ ISO 6296/ 12937/ IP 74
17	Oxidation stability, g/m^3, Max Hours, Min	25 20	ASTM D 2274/ ASTM D 7545/ ISO 12205/ EN 15751/ IP 388/ IP574
18	Polycyclic Aromatic Hydrocarbon (PAH), Percent by mass, Max	8	ASTM D 6591/ IP 391/ EN 129169
19	Total Contamination, mg/kg, Max	24	EN 12662/ IP 440
20	Fatty acid methyl ester (Fame) content, % v/v, Max	7	ASTM D 7371/ EN 14078/ IP 579
21	Lubricity corrected wear scar diameter (wsd 1.4) at 60°C, microns, Max	520	ISO 12156/ ASTM D 6079/ ASTM D 7688/ IP 450

*Winter shall be period from November to February (both months inclusive) and the rest of the month of the year shall be called as summer.

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2. SPECIFICATION OF AVIATION TURBINE FUEL (JET A-1)

(a) **Shall meet the following specifications:**

i. Joint Fuelling System Checklist set by AFQRJOS, Latest issue.

ii. DEFSTAN-91-091, Latest issue.

iii. IATA Guidance Material-Kerosene Type Fuel, Latest issue.

iv. ASTM D 1655, Latest issue.

(b) **Electrical Conductivity:** In addition to the above specification requirements, at the Discharge Port Electrical Conductivity of the cargo must not be below 250 pS/m.

(c) **Quality Certificate:** Quality certificate showing test methods and test results must be provided for each cargo. The refinery certificate forwarded and accompanying each cargo must mention all the above official specifications to which fuel has been produced and signed confirmation that the test results meet the specification limit.

Note: For Jet A-1, Supplier will provide ASA additive separately to meet the conductivity requirement at disport of min 250pS/m.

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Section 8.Drawings (Not Applicable)

Notes on Drawings

[Insert here a list of Drawings, including site plans, which should be attached to this section or annexed in a separate folder. The Drawings shall be clearly dated, numbered and show any revision number(s), if appropriate.]

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Annexures: Formats

Format	Title
Format PG4-A	Invitation for Tender (IFT)
Format PG4-B	Reporting Contract Award
Format PG4-C	Public Reporting on Contract Signing
Format PG4-D	Acceptance Certificate

DRAFT

Format: PG4-A: Invitation for Tenders (IFT)

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Bangladesh Petroleum Corporation
Open Tender (International) for Petroleum Products

1	**Ministry/Division**	Energy and Mineral Resources Division.
2	**Agency**	Bangladesh Petroleum Corporation (BPC).
3	**Procuring Entity Name**	General Manager (Com. & Ops.), Bangladesh Petroleum Corporation (BPC).
4	**Procuring Entity District**	Chattogram, Bangladesh.
5	**Invitation for**	Invitation for Open Tender (International) for import of Gasoil 0.005% 'S' (50 PPM) and Jet A-1 during "June 1st to August 31st, 2026".
6	**Invitation Ref. No**	28.03.0000.000.045.01.0013.26.
7	**Date**	30th April, 2026
KEY INFORMATION		
8	**Procurement Method**	Open Tendering Method (OTM)
FUNDING INFORMATION		
9	**Source of Funds**	Own Fund
PARTICULAR INFORMATION		
10	**Tender Package No.**	PG-01 and PG-02
11	**Tender Package Name**	PG-01: Invitation for Open Tender (International) For Import Of Gasoil 0.005% 'S' (50 PPM) and Jet A-1. PG-02: Invitation for Open Tender (International) For Import Of Gasoil 0.005% 'S' (50 PPM) and Jet A-1.
12	**Tender Publication Date**	30/04/2026
13	**Tender Last Selling Date and time**	12/05/2026; 4.00 PM (BST) (GMT+6)
14	**Tender Closing Date and time**	13/05/2026; 12:30 PM (BST) (GMT+6)
15	**Tender Opening Date and time**	Date: 13/05/2026 ; **PG-01:** 12:45 PM (BST) (GMT+6) **PG-02:** 01:30 PM (BST) (GMT+6)
16	**Name and Address of the Office(s)**	
17	**Selling Tender Document (Principal)**	Bangladesh Petroleum Corporation, BSC Bhaban (1st Floor), Saltgola Road, Chattogram-4100, Bangladesh.
	Selling Tender Document (Others)	Bangladesh Petroleum Corporation, BTMC Bhaban, Level-10, 7-9 Karwan Bazar, Dhaka-1215, Bangladesh.
	Receiving Tender Document	Bangladesh Petroleum Corporation, BSC Bhaban (1st Floor), Saltgola Road, Chattogram-4100.
	Opening Tender Document	Bangladesh Petroleum Corporation, BSC Bhaban (1st Floor), Saltgola Road, Chattogram-4100.
18	**Place/Date/Time for Pre-Tender Meeting**	Virtual Meeting (Zoom Platform). 06/05/2026; 12:45 PM (GMT+6)

19	**Tender Validity/ Offer Validity Period**		The Offer must be valid till 21/06/2026.	
INFORMATION FOR TENDERER				
20	**Brief Eligibility and Qualification of Tenderer**		(i) A maximum of three (03) litigation history against the tenderer(s) over a period of the last three (03) years. (ii) The tenderer(s) must have minimum 3 (Three) years' general experience in the export of petroleum products. (iii) The Tenderer(s) must have specific experience of executing at least 02 (two) contracts with a minimum value of USD 150 Million each in last three years in the supply of goods similar to the proposed goods. (iv) The Tenderer(s) must own refinery(ies) or more than 50% equity of a refinery. The processing capacity of the refinery(ies) must be at least 2.25 million metric tons per year. Or, The Tenderer(s) must satisfactorily complete the export of at least 3.75 million Metric tons of petroleum products annually for the last three years. (v) Annual turnover of the Tenderers during last 3(three) years must be equivalent to minimum US$ 2.25 billion. (vi) The minimum amount of liquid asset or working capital facility must be US$ 1.50 billion. (vii) The Tenderer(s) must be free from any interdictory/embargo/sanction from international organization like UNO, OPEC, WTO etc. (viii) The Tenderer(s) must comply with international safety standard and environment compliances.	
21	**Brief Description of Goods**		PG-01: The total quantity to be supplied is 2.387-2.909 Million Barrels (320,000-390,000 Metric Tons) of Gasoil 0.005% 'S' and 0.560-0.720 Million Barrels (70,000-90,000 Metric Tons) of Jet A-1 (+/-10% for each grade at Buyer's Option).	
			PG-02: The total quantity to be supplied 2.238-2.536 Million Barrels (300,000-340,000 Metric Tons) of Gasoil 0.005% 'S' and 0.480-0.640 Million Barrels (60,000-80,000 Metric Tons) of Jet A-1 (+/-10% for each grade at Buyer's Option).	
	Minimum and Maximum range of importable quantity for each package is at Buyer's option.			
22	**Tender Document Price**		Tender Document Price: BDT 12,000.00 / US$ 100.00 for each package, Non-Refundable by Cash / Pay Order / Bank Draft drawn in favor of "Bangladesh Petroleum Corporation".	
23	**Package No**	**Identification**	**Tender Security Amount**	**Completion Time**
	PG-01 and PG-02	PG-01	USD 1.00 Million	01st June – 31st August 2026 (3 Months)
		PG-02	USD 0.70 Million	01st June – 31st August 2026 (3 Months)
PROCURING ENTITY DETAILS				
24	**Name of Official Inviting Tender**		Mohammad Zahid Hossain	
25	**Designation of Official Inviting Tender**		General Manager (Commercial & Operations), BPC.	
26	**Address of Official Inviting Tender**		Bangladesh Petroleum Corporation, BSC Bhaban (1st Floor), Saltgola Road, Chattogram-4100, Bangladesh.	
27	**Contact details of Official Inviting Tender**		Tel. No: +88-02-3333-16121 Mobile: +88 01713755377/+880 1762-921229 Fax No: +88 2333320147 Email: gm_commercial@bpc.gov.bd	

The procuring entity reserves the right to accept or reject all tenders.

Format: PG4-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	
25	Name of Authorized Officer
26	Designation of Authorized Officer

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Format: PG4-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)
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	

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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.

DRAFT

Format: PG4-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	:	
11	Original Contract Period		
	(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	:	

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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

please turn over

DRAFT

Details of Delivery Completed

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

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