

No: 14.35.0000.460.57.001.22/14

Date: 10/02/2025

Notification of Award

To

ACI Motors limited.

ACI center, 245, Tejgaon I/A, Dhaka-1208, Bangladesh.

This is to notify you that your Tender dated 28.11.2024 for the supply of Goods and related Services for "Supply, Installations and Integration of Diesel Generator (150 KVA) for Teletalk BTS sites (Lot-03)" the Contract Price of Tk 1,74,95,000.00 (Taka One crore seventy-four lac ninety-five thousand only) as corrected and modified in accordance with the Instructions to Tenderers, has been approved by Project Director, Expansion of Teletalk's network up to rural areas and Network readiness for 5G Services, Teletalk Bangladesh Limited.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 62.1
- ii. furnish a Performance Security in the specified format and in the amount of Tk 17,49,500.00 (Taka Seventeen Lac Forty Nine Thousand Five Hundred Only), within fourteen (14) days of receipt of this Notification of Award but not later than 24.02.2024, in accordance with ITT Clause 64.2
- iii. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than 10.03.2025, in accordance with ITT Clause 67.2

You may proceed with the execution of the supply of Goods and related Services 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.


Md. Nizam Uddin

Project Director (Additional Charge)

Contract Agreement (Form PG3 -10)

THIS AGREEMENT made the day of [month] [year] between Project Director, Expansion of Teletalk's network up to rural areas and Network readiness for 5G Services, Teletalk Bangladesh Limited (hereinafter called "the Procuring Entity") of the one part and ACI Motors Limited, ACI center, 245, Tejgaon I/A, Dhaka-1208, Bangladesh. (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, "Supply, Installations and Integration of Diesel Generator (150 KVA) for Teletalk BTS sites (Lot-03)" and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka 1,74,95,000.00 (Taka One crore seventy-four lac ninety-five thousand only) (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 following documents forming the Contract shall be in the following order of precedence, namely :
 - (a) the signed Form of 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) Price Schedules and Schedule of Requirements and;
 - (i) other document including correspondences 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 related services 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 provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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.



On behalf of
Teletalk Bangladesh Limited

On behalf of Supplier
ACI Motors limited.

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Md.Nizam uddin
Project Director (Additional Charge)
Expansion of Teletalk's network up to rural areas and
Network readiness for 5G Services Project

Witnesses:

1.

2.

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Witnesses:

1.

2.

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Bank Guarantee for Performance Security (Form PG3-11)

[this is the format for the Performance Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 63.1]

Contract No:

Date:

To:

[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 [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract”) for the supply of [description of goods and related services] under the Contract.

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

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

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

[Signatures of authorized representatives of the bank]

Signature

Seal



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(n) | <p>The Procuring Entity is Project Director, "Expansion of Teletalk's Network up to Rural Areas and Network Readiness for 5G Services", Teletalk Bangladesh Limited Address: House # 7A (4th Floor), Road # 41, Gulshan # 2, Dhaka-1212 Telephone : +8802-48812966 Fax No. : +8802-226600233 E-mail : nizam.uddin@teletalk.com.bd Website : www.teletalk.com.bd</p> |
| GCC 1.1(s) | <p>The point of delivery is: The site(s)/ point(s) of delivery is/are: Anywhere in Bangladesh (Nationwide).</p> |
| GCC 3.1 | <p>For <u>notices</u>, the Procuring Entity's contact details shall be: Project Director, "Expansion of Teletalk's Network up to Rural Areas and Network Readiness for 5G Services", Teletalk Bangladesh Limited Address: House # 7A (4th Floor), Road # 41, Gulshan # 2, Dhaka-1212 Telephone : +8802-48812966 Fax No. : +8802-226600233 E-mail : nizam.uddin@teletalk.com.bd Website : www.teletalk.com.bd</p> |
| | <p>For <u>notices</u>, the Supplier's contact details shall be: Attention: Md Samiul Alim, Deputy Manager, Address: ACI Power Solution, ACI Motors Ltd. Telephone: 01704124020 Facsimile number: N/A Electronic mail address: samiul.alim@aci-bd.com</p> |
| GCC 7.1(i) | <p>The following documents shall also be part of the Contract: 1. Relevant correspondences prior to signing the Contract Agreement.</p> |

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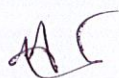
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| | <p>2. Finalized schedule of requirement.</p> <p>3. MoU, if any, signed during and/or after signing the Contract Agreement (if any)</p> |
| GCC 8.1 | The Scope of Supply shall be defined in Section 6, Schedule of Requirements. |
| GCC 10 | The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel |
| | Goods and related services to be supplied shall not have their origin in the following countries: Israel |
| GCC 20.2 | <p>The packing, marking and documentation inside and outside the packages shall be:</p> <p>The outer packing may be clearly marked on at least four sides as follows:</p> <p>Name and address of Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination/Delivery Point</p> <p>Gross weight</p> <p>Package number of total number of packages</p> <p>Brief description of the content</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> |
| GCC 21.1 | <p>The documents to be furnished by the Supplier shall be as follows:</p> <p>[insert the detail requirements of documents]</p> <p>The documents to be furnished by the Supplier as follows:</p> <ol style="list-style-type: none"> Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; Delivery note, railway receipt, or truck receipt; Manufacturer's/ Supplier's warranty certificate (if any); Inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the Supplier's factory inspection report (if any); Certificate of origin, if any. |
| GCC 23.1 | The original Contract price is: 1,74,95,000.00 (Taka One crore seventy-four lac ninety-five thousand only). |

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| GCC 25.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: |
| | <p>(a) Advance Payment: None</p> <p>(b) On Delivery and Acceptance:</p> <p>i) 100% (One Hundred Percent) shall be paid pursuant to GCC Clause 21 and 22 upon submission of Provisional Acceptance Certificate (PAC) to be issued by Teletalk.</p> |
| GCC 25.3 | Payments shall be made in no case later than the 60 (Sixty) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it. |
| GCC 25.5 | <p>The rate of interest shall be the prevailing rate of interest for commercial borrowing established in the country.</p> <p>None</p> |
| GCC 30.1 | <p>The inspections and tests shall be:</p> <p>Load test shall be performed during Provisional Acceptance Test (PAT). Loads, Fuel, Lubricants and other consumables shall be arranged by the supplier for the mentioned test. All costs regarding the test shall be borne by contractor.</p> |
| GCC 31.3 | <p>The Period of validity of the warranty shall be: 3 (three) years.</p> <p>Warranty period will be started after issuance of PAC</p> |
| GCC 31.7 | The Supplier shall correct any defects covered by the warranty within 3 (three) Days of being notified by the Procuring Entity of the occurrence of such defects. |
| GCC 33.1 | <p>The amount of Liquidated Damages is 0.1 of ONE (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay.</p> <p>The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is 10 (ten) percent of the final Contract Price of the whole of the Goods and related services.</p> |

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| GCC 42.2(b)&(e) | <p>The Adjudicator jointly appointed by the Parties is:</p> <p>Name:</p> <p>Address:</p> <p>Tel No:</p> <p>Fax No:</p> <p>e-mail address:</p> |
| GCC 42.3(b) | <p>In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).</p> <p>Arbitration shall take place in: Dhaka, Bangladesh.</p> |



Office of the Project Director

Expansion of Teletalk's network up to rural areas and
Network readiness for 5G Services

No: 14.35.0000.460.57.001.22/13

Date: 10/02/2025

Notification of Award

To
ACI Motors limited.
ACI center, 245, Tejgaon I/A, Dhaka-1208, Bangladesh.

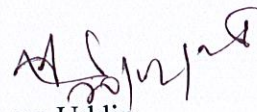
This is to notify you that your Tender dated 28.11.2024 for the supply of Goods and related Services for "Supply, Installations and Integration of Diesel Generator (20 KVA) for Teletalk BTS sites (Lot-02)" the Contract Price of Tk 5,35,39,200.00 (Taka Five crore thirty-five lac thirty-nine thousand two hundred only) as corrected and modified in accordance with the Instructions to Tenderers, has been approved by Project Director, Expansion of Teletalk's network up to rural areas and Network readiness for 5G Services, Teletalk Bangladesh Limited.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 62.1
- ii. furnish a Performance Security in the specified format and in the amount of Tk 53,53,920.00 (Taka Fifty-Three Lac Fifty-Three Thousand Nine Hundred Twenty Only), within fourteen (14) days of receipt of this Notification of Award but not later than 24.02.2024, in accordance with ITT Clause 64.2
- iii. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than 10.03.2025, in accordance with ITT Clause 67.2

You may proceed with the execution of the supply of Goods and related Services 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.


Md. Nizam Uddin

Project Director (Additional Charge)

Contract Agreement (Form PG3 -10)

THIS AGREEMENT made the day of [month] [year] between Project Director, Expansion of Teletalk's network up to rural areas and Network readiness for 5G Services, Teletalk Bangladesh Limited (hereinafter called "the Procuring Entity") of the one part and ACI Motors Limited, ACI center, 245, Tejgaon I/A, Dhaka-1208, Bangladesh. (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, "Supply, Installations and Integration of Diesel Generator (20 KVA) for Teletalk BTS sites (Lot-02)" and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka 5,35,39,200.00 (Taka Five crore thirty-five lac thirty-nine thousand two hundred only) (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 following documents forming the Contract shall be in the following order of precedence, namely:
 - (a) the signed Form of 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) Price Schedules and Schedule of Requirements and;
 - (i) other document including correspondences 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 related services 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 provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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.

On behalf of
Teletalk Bangladesh Limited

On behalf of Supplier
ACI Motors limited.

.....
Md.Nizam uddin
Project Director (Additional Charge)
Expansion of Teletalk's network up to rural areas and
Network readiness for 5G Services Project

Witnesses:

1.

2.

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Witnesses:

1.

2.

ACI

Bank Guarantee for Performance Security (Form PG3-11)

[this is the format for the Performance Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 63.1]

Contract No:

Date:

To:

[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 [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract") for the supply of [description of goods and related services] under the Contract.

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

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

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

[Signatures of authorized representatives of the bank]

Signature

Seal



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 |
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| GCC 1.1(n) | <p>The Procuring Entity is Project Director, "Expansion of Teletalk's Network up to Rural Areas and Network Readiness for 5G Services", Teletalk Bangladesh Limited Address: House # 7A (4th Floor), Road # 41, Gulshan # 2, Dhaka-1212 Telephone: +8802-48812966 Fax No.: +8802-226600233 E-mail: nizam.uddin@teletalk.com.bd Website: www.teletalk.com.bd</p> |
| GCC 1.1(s) | <p>The point of delivery is: The site(s)/ point(s) of delivery is/are: Anywhere in Bangladesh (Nationwide).</p> |
| GCC 3.1 | <p>For notices, the Procuring Entity's contact details shall be: Project Director, "Expansion of Teletalk's Network up to Rural Areas and Network Readiness for 5G Services", Teletalk Bangladesh Limited Address: House # 7A (4th Floor), Road # 41, Gulshan # 2, Dhaka-1212 Telephone: +8802-48812966 Fax No.: +8802-226600233 E-mail: nizam.uddin@teletalk.com.bd Website: www.teletalk.com.bd</p> |
| | <p>For notices, the Supplier's contact details shall be: Attention: Md Samiul Alim, Deputy Manager, Address: ACI Power Solution, ACI Motors Ltd. Telephone: 01704124020 Facsimile number: N/A Electronic mail address: samiul.alim@aci-bd.com</p> |



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| GCC 7.1(i) | <p>The following documents shall also be part of the Contract:</p> <ol style="list-style-type: none"> 1. Relevant correspondences prior to signing the Contract Agreement. 2. Finalized schedule of requirement. 3. MoU, if any, signed during and/or after signing the Contract Agreement (if any) |
| GCC 8.1 | The Scope of Supply shall be defined in <i>Section 6, Schedule of Requirements</i> . |
| GCC 10 | The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel |
| | Goods and related services to be supplied shall not have their origin in the following countries: Israel |
| GCC 20.2 | <p>The packing, marking and documentation inside and outside the packages shall be:</p> <p>The outer packing may be clearly marked on at least four sides as follows:</p> <p>Name and address of Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination/Delivery Point</p> <p>Gross weight</p> <p>Package number of total number of packages</p> <p>Brief description of the content</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> |
| GCC 21.1 | <p>The documents to be furnished by the Supplier shall be as follows:</p> <p>[insert the detail requirements of documents]</p> <p>The documents to be furnished by the Supplier as follows:</p> <ol style="list-style-type: none"> a. Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt; c. Manufacturer's/ Supplier's warranty certificate (if any); d. Inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the Supplier's factory inspection report (if any); e. Certificate of origin, if any. |

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| GCC 23.1 | The original Contract price is: Tk 5,35,39,200.00 (Taka Five crore thirty-five lac thirty-nine thousand two hundred only) |
| GCC 25.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: |
| | (a) Advance Payment: None |
| | (b) On Delivery and Acceptance: i) 100% (One Hundred Percent) shall be paid pursuant to GCC Clause 21 and 22 upon submission of Provisional Acceptance Certificate (PAC) to be issued by Teletalk. |
| GCC 25.3 | Payments shall be made in no case later than the 60 (Sixty) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it. |
| GCC 25.5 | The rate of interest shall be the prevailing rate of interest for commercial borrowing established in the country. None |
| GCC 30.1 | The inspections and tests shall be: Load test shall be performed during Provisional Acceptance Test (PAT). Loads, Fuel, Lubricants and other consumables shall be arranged by the supplier for the mentioned test. All costs regarding the test shall be borne by contractor. |
| GCC 31.3 | The Period of validity of the warranty shall be: 3 (three) years. Warranty period will be started after issuance of PAC. |
| GCC 31.7 | The Supplier shall correct any defects covered by the warranty within 3 (three) Days of being notified by the Procuring Entity of the occurrence of such defects. |
| GCC 33.1 | The amount of Liquidated Damages is 0.1 of ONE (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay. |
| | The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is 10 (ten) percent of the final Contract Price of the whole of the Goods and related services. |

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| GCC 42.2(b)&(e) | <p>The Adjudicator jointly appointed by the Parties is:</p> <p>Name:</p> <p>Address:</p> <p>Tel No:</p> <p>Fax No:</p> <p>e-mail address:</p> |
| | <p>In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).</p> |
| GCC 42.3(b) | <p>Arbitration shall take place in: Dhaka, Bangladesh.</p> |

