

Tender/Proposal Detail			
Tender/Proposal ID :	1315037	Invitation Reference No. :	27.22.4785.700.50.008.26/586 Date- 11/08/2026
Closing Date and Time :	29-Sep-2026 15:00	Opening Date and Time :	29-Sep-2026 15:00
Procuring Entity :	Project Director office of Smart Pre-Payment Metering Project for West Zone Power Distribution Company Ltd. (WZPDCL) Area (Phase II), WZPDCL, Khulna.		
Brief :	Supply, installation, testing and commissioning of necessary equipment, databases, licensed software and other related accessories to enhance the capacity of the existing Master Information Center (MIC) of WZPDCL on Turnkey Basis.		

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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A. General

GCC Clause	1. Definitions
	(ll) Procuring Entity/Employer/Purchaser means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
	The Procuring Entity is Project Director, Smart Pre-Payment Metering Project for West Zone Power Distribution Company Ltd. (WZPDCL) Area (Phase-II), WZPDCL, Khulna.
	(mm) Project Manager is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the plant and services and administering the Contract
	The Project Manager is [Md Hanifur Rahman { Deputy Project Director at Project Director office of Smart Pre-Payment Metering Project for West Zone Power Distribution Company Ltd. (WZPDCL) Area (Phase II), WZPDCL, Khulna. }
	(qq) Contractor/supplier means the Person under contract with the Procuring Entity for the supply and installation of Plant & Equipment under the Rules and the Act as stated in the PCC.
	The Contractor/Supplier is [Name, address, and name of authorized representative]
	(tt) Site means the point(s) of delivery named in the PCC.
	The site(s) is/are is located at: The site(s) is/are is located at: Project Site- WZPDCL Headquarter, Khulna.
GCC Clause	2. Interpretation
	2.6 Sectional completion: If sectional completion is specified in the PCC, references in the GCC to the Works, the

	Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	Sectional Completion Dates are: N/A
GCC Clause	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.
	For notices, the Procuring Entity's contact details shall be: Attention: Engr. Md. Rakib Uddin, Project Director, Smart Pre-Payment Metering Project for West Zone Power Distribution Company Ltd. (WZPDCL) Area (Phase-II), WZPDCL. Address: Bidyut Bhaban, Boyra Main Road, Khulna-9000 Mobile: +8801766690830 Electronic mail address: pd.sppmp2@wzpdcl.gov.bd, sppmp2@gmail.com For notices, the Contractor's contact details shall be: Attention: Address: Telephone: Electronic mail address:
GCC Clause	7. Documents Forming the Contract and Priority of Documents
	7.1 The following documents forming the Contract shall be in the following order of precedence, namely: (k) Other Documents including correspondences listed in the PCC forming part of the Contract.
	The following documents shall also be part of the Contract: Performance Security, Tender/Proposal (Offer) of the Contractor, Schedule of Key Personnel and All Correspondences between PE and Contractor prior to signing of the contract.
GCC Clause	9. Eligibility
	9.1 The Supplier/Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.
	The Contractor or the Subcontractor that is a national of, or registered in, the following countries are not eligible: Countries having no diplomatic relation with the Government of Bangladesh.
	9.2 All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the PCC.
	Materials, Equipment Plants and supplies shall not have their origin in the following countries: Countries having no diplomatic relation with the Government of Bangladesh.
GCC Clause	16. Nominated Subcontractor
	16.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.
	Nominated Subcontractor(s) None
GCC Clause	18. Possession of the Site

	18.1 The Procuring Entity shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s); Within 14 days after LC Opening by the PE.
B. Subject Matter of Contract	
GCC Clause	27. Scope of Facilities
	27.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the PCC and the provisions, if any, specified in the PCC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Procuring Entity and the Contractor, and the price of such spare parts shall be that given in Price Schedule No.1 & 2 under form e-PG5A-3, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.
	It's the contractor's responsibility to replace any faulty equipment/parts within the warranty period/defect liability period. Besides, the Contractor shall have to supply spare parts for a period of at least 5 years after the ending of the warranty period/defect liability period. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Procuring Entity of the pending termination, with sufficient time to permit the Procuring Entity to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Procuring Entity the blueprints, drawings and specifications of the spare parts, if requested.
GCC Clause	28. Time for Commencement
	28.1 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the PCC or within such extended time to which the Contractor shall be entitled under GCC Clause 70.2 hereof
	The Contractor shall commence work on the Facilities within 14 (Fourteen) days from the Effective Date (The date of establishing of LC) for determining Time for Completion as specified in the Contract Agreement.
GCC Clause	29. Time for Completion
	29.1 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the PCC or within such extended time to which the Contractor shall be entitled under GCC Clause 70.2 hereof.
	The time for completion (operational acceptance) of the whole of the facilities is within 365 days from the effective date as described in the contract agreement. However, operation and maintenance support service shall continue for 05 (five) years from the date of issuance of Operational Acceptance Certificate (OAC).
C. Execution of the Facilities	
GCC	43. Commissioning and Operational Acceptance

Clause	
	43.2 Guarantee Test 43.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the PCC or any other period agreed upon by the Procuring Entity and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 46.2 and 46.3 shall not apply.
	The Guarantee Test of the Facilities shall be successfully completed within 30 days from the date of Completion.
D. Guarantees and Liabilities	
GCC Clause	44. Completion Time Guarantee
	44.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GCC Clause 70, the Procuring Entity shall pay to the Contractor a bonus in the amount specified in the PCC. The aggregate amount of such bonus shall in no event exceed the amount specified as "Maximum" in the PCC.
	No bonus will be given for earlier Completion of the Facilities or part thereof.
GCC Clause	45. Defect Liability
	45.2 The Defect Liability Period shall be five hundred and forty (540) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the PCC pursuant to GCC Sub-Clause 45.10. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes: (a) improper operation or maintenance of the Facilities by the Procuring Entity; (b) operation of the Facilities outside specifications provided in the Contract; or (c) Normal wear and tear.
	45.3 The Contractor's obligations under this GCC Clause 45 shall not apply to: (a) any materials that are supplied by the Procuring Entity under GCC Sub-Clause 39.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein; (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Procuring Entity or any matters for which the Contractor has disclaimed responsibility herein; or (c) Any other materials supplied or any other work executed by or on behalf of the Procuring Entity, except for the work executed by the Procuring Entity under GCC Sub-Clause 45.7.
	The amount to be withheld for late submission of an updated Programme is BDT 500000.000 or equivalent.
	45.10 In addition, any such component of the Facilities, and during the period of time as may be specified in the PCC, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GCC Sub-Clause 45.2.
	The critical components covered under the extended defect liability are All Components, the period

	shall be 03 (Three) years from the issuance of Operational Acceptance Certificate.
GCC Clause	48. Limitation of Liability
	48.1 Except in cases of criminal negligence or willful misconduct, (b) the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the PCC, to the Contract Price or, if a multiplier is not so specified, 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 Contractor to indemnify the Procuring Entity with respect to patent infringement..
	The multiplier of the Contract Price is: One (1)
E. Risk Distribution	
GCC Clause	52. Insurance
	52.1 To the extent specified in the Appendix and in PCC to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably withhold such approval. (a) Cargo Insurance During Transport Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor's Equipment. (b) Installation All Risks Insurance Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period. (c) Third Party Liability Insurance Covering bodily injury or death suffered by third Parties including the Procuring Entity's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities. (d) Automobile Liability Insurance Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract. (e) Workers' Compensation In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed. (f) Procuring Entity's Liability In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed. (g) Other Insurances Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.
	The insurance cover shall be: (a) The minimum cover for the Works and of Plant and Materials is Tk 110% of the value of the works, plant and materials. .. (b) The maximum deductible for insurance of the Works and of Plant and Materials is 3% of the sum insured. (c) The minimum cover for loss or damage to Equipment is Tk 110% of the replacement value of the equipment. (d) The maximum deductible for insurance of Equipment is 3% of the sum insured.

	(e) The minimum cover for other property is 10% of the Contract Price. (f) The maximum deductible for insurance of other property is 3% of the sum insured. (g) The minimum cover for personal injury or death: (i) for the Contractor's employees is as per the law and common practice in Bangladesh. (ii) and for third parties is as per the law and common practice in Bangladesh.
F. Payment	
GCC Clause	60. Contract Price
	60.2 Unless an adjustment clause is provided for in the PCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.
	The Contract Price shall be adjusted in accordance with the provisions of the Appendix to the Contract Agreement titled Adjustment Clause.
	60.4 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The generic formula indicated below in the form as specified in the PCC applies: $P = A + B (I_m/I_o)$ where: P is the adjustment factor A and B are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and I_m is the Index during the month the work has been executed and I_o is the Index prevailing twenty-eight (28) days prior to the deadline for submission of Tender. The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in Appendix to the Tender may be used.
	The Contract is not subject to price adjustment.
GCC Clause	61. Terms of Payment
	61.1 The Contract Price, including any Advance Payments specified in PCC, if applicable, shall be paid in the manner as specified in the PCC and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.
	The original Contract price is: To be inserted in the NOA
	61.5 In the event that the Procuring Entity fails to pay the Contractor any payment by its respective due date or within the period as stated under GCC Sub Clause 61.3, the Procuring Entity shall pay to the Contractor 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.
	The rate of interest shall be None.
GCC Clause	63. Performance Security
	63.1 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security. in the amount specified in the PCC.
	The amount of performance security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate Time for Completion is provided, shall be ten percent

	(10%).
	63.4 Unless otherwise specified in the PCC, the security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, five hundred and forty (540) days after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 45.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GCC Sub-Clause 45.10, is liable for an extended defect liability obligation, the performance security shall be extended for the period specified in the PCC pursuant to GCC Sub-Clause 45.10 and up to the amount specified in the PCC.
	The performance security shall be reduced to 0% on the date of the Operational Acceptance.
GCC Clause	64. Retention Money
	64.1 The Procuring Entity shall retain an amount from the payable amount due to the Contractor at the percentage specified in the PCC until successful expiration of the Defect Liability period.
	The portion of payments to be retained is ten (10) percent of the contract price. In case of front loading or unbalanced price loading, PE may extend this proportion up to twenty (20) percent of the contract price. In such cases, money retained for meeting any claims during Defect Liability Period shall be half of the total money retained but not less than five (5) percent of the contract price.
GCC Clause	68. Liquidated Damages
	68.1 Except as provided under GCC Sub Clause 56, if the Contractor fails to complete the Plant and Equipment Works within the Intended Completion Date or extended Intended Completion Date of the contract or Intended Sectional Completion Date or extended sectional completion date of any section under the contract, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.
	The amount of Liquidated Damages is 0.05 percent of the contract value as applicable, per day of delay. Guide to application of GCC Sub Clause 71.1 above [Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae] $T = V \times P \times n$ Where; T = Total amount of Liquidated Damages V = Contract Value P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay n = No of days delayed for completion of uncompleted works or part thereof after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable. The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is [insert ≤ ten (10)] percent of the final Contract Price of the whole of the Works.

H. Termination and Settlement of Disputes

GCC Clause	80. Compensation Events
	80.1 The following shall be Compensation Events: (k) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.
	The following additional events shall also be the Compensation Events: None
GCC Clause	82. Settlement of Disputes
	82.2 Adjudication (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;
	The Adjudicator jointly appointed by the Parties is: Name: Address: e-mail address:
	82.2 Adjudication (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within fourteen (14) days of receipt of a request from either Party.
	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).
	82.3 Arbitration (a) If the Parties are unable to reach a settlement under GCC Clause 82.1 or 82.2 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 82.2(c), then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 82.3(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.
	In the case of a dispute between the Procuring Entity and the foreign Contractor, Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 as at present in force.