



"শেখ হাসিনার উদ্যোগ- ঘরে ঘরে বিদ্যুৎ"

কোল পাওয়ার জেনারেশন কোম্পানি বাংলাদেশ লিমিটেড

Coal Power Generation Company Bangladesh Limited (CPGCBL)

(An Enterprise of Government of the People's Republic of Bangladesh)

"আলোকিত দেশ, যন্ত্রে পরিবেশ"

PURCHASE ORDER FOR THE SUPPLY OF GOODS

Supply, Installation and Commissioning of Fire Detection & Protection System for CPGCBL Corporate Office

Purchase Order No. 27.32.0000.008.07.005.24.0468;

Date: 01-04-2024

RFQ No. 27.32.0000.008.07.005.24.0402; Date: 18-03-2024;

To:

M/s. Progress Technology
31/24 Mohakhali C/A, Colombia Super Market
Mohakhali Wireless Gate, Dhaka-1213

Delivery Date:
by 01/05/2024

Order Value:
TK. 13,56,700.00 only
(Taka Thirteen Lac Fifty-six Thousand Seven Hundred only)

Delivery: As per Terms and Conditions

The Purchaser has accepted your Quotation dated 25-03-2024 for the supply of Goods and related services as listed below and requests that you supply the Goods and related services within the delivery date stated above, in the quantities and units in conformity with the Technical Specifications under the Terms and Conditions as annexed.

ORDER ITEMS

Attached Certified photocopy of approved Priced Schedule for Goods and related services
Attached Certified photocopy of approved Technical Specification of the Goods Required
Attached Certified photocopy of Terms and Conditions

For the Purchaser:

Depayan Paul
01.04.2024

Signature of the Procuring Entity with Name and Designation

Name: Depayan Paul

Designation: Superintendent Engineer (Procurement) (Current Charge)

Coal Power Generation Company Bangladesh Limited (CPGCBL)

Date:

Attachments: As stated above

Distribution: (Not according to seniority)

1. Managing Director, CPGCBL, Dhaka.
2. Executive Director (Finance/ P&D/ Project), CPGCBL, Dhaka.
3. Chief Engineer (P&D), CPGCBL, Dhaka.
4. Deputy General Manager (HRM & Admin/Accounts-Finance/Audit)/Superintendent Engineer (Civil) (In-Charge), CPGCBL, Dhaka.
5. Mr. R.S.M. Thansibul Hasan, Sub-Divisional Engineer (Architecture), CPGCBL, Dhaka & Officer In-Charge (Requested to ensure the quality & quantity of the supplied goods & related services and to certify related bills as per the Purchase Order).
6. Office File.

Terms and Conditions for Supply of Goods and Payment

[Purchase Order No. 27.32.0000.008.07.005.24.0468; Date: 01-04-2024]

1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Supplier shall have to complete the delivery & installation in all respects within **30 (Thirty)** days of issuing the Purchase Order in conformity with the Terms and Conditions.
4. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the Goods and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
5. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
6. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
7. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
8. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
9. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the Priced Schedule and Specifications. 90% of the Contract price of the Goods and related services shall be paid after submission and acceptance of the Delivery Chalan. Rest 10% of the contract price shall be paid after successful completion of Warranty Period pursuant to Clause 16 below.
10. The Supplier's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
11. The total Contract Price is: **TK. 13,56,700.00 (Thirteen Lac Fifty-Six Thousand Seven Hundred) only.**
12. The minimum Warranty Period of the Supplies shall be **12 (Twelve) Months** starting from the date of completion of delivery & installation in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.
13. The Supplier shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
14. (a) The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering & installing the Goods and related services.

(b) In case of any damage/breakage/deformation of Procurement Entity's property during delivery & installation works, the Supplier shall replace/correct/rectify the damage/breakage/deformation immediately with Supplier's own cost.
15. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
16. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier's own cost, if the damage arises from the supply and installation by the Supplier.
17. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.

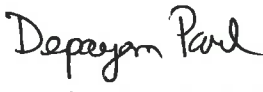
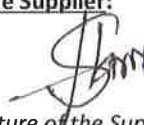



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[Purchase Order No. 27.32.0000.008.07.005.24.0468; Date: 01-04-2024]

18. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.
19. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:
 - a. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
 - b. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
 - c. fails to perform any other obligation(s) under the Contract.
20. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
21. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

For the Purchaser:  <i>Signature of the Procuring Entity with name and Designation</i> Name: Depayan Paul Designation: Superintendent Engineer (Procurement) (Current Charge) Coal Power Generation Company Bangladesh Limited	For the Supplier:   <i>Signature of the Supplier with name and Designation</i> Name: Engr. Mohammad Sarwar Hasan Designation: Chief Executive Officer, M/s. Progress Technology
Date: 01/04/2024	Date: 01/04/2024