



রুরাল পাওয়ার কোম্পানী লিমিটেড
RURAL POWER COMPANY LIMITED
(AN ENTERPRISE OF BREB)

Memo No. 27.26.0000.003.06.003.23.420

Date: 23.09.2024

Notification of Award (Form PG4 - 7)

Contract No: Pur-009(FG/MPS/OTM)/2023-2024; Package: 01, Lot: 02

To:

Prince Corporation Ltd.,
Rupayan Trade Centre,
Level- 15, Suite #04 & 05, 114
Kazi Nazrul Islam Avenue, Banglamotor,
Dhaka-1217, Bangladesh

This is to notify you that your Tender dated **03.04.2024** for the supply of Goods and related Services for **PROCUREMENT OF FIN FAN COOLER BUNDLE FOR MYMENSINGH POWER STATION** for the Contract Price of USD **76,050.00 (USD Seventy Six Thousand Fifty)** as corrected and modified in accordance with the Instructions to Tenderers has been approved by Rural Power Company Ltd.

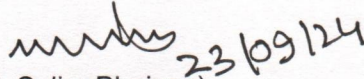
You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 62.3
- ii. furnish a Performance Security in the specified format and in the amount of USD **7,605.00 (USD Seven Thousand Six Hundred Five)**, within Twenty-eight (28) days from issue of this Notification of Award but not later than **13.10.2024**, 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 **20.10.2024**, 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.

Thanking you,


(Md. Salim Bhuiyan)
Executive Director (Engineering)
Rural Power Company Ltd.

Copy to:

- 1) Managing Director, RPCL, Dhaka.
- 2) Executive Director (Finance), RPCL, Dhaka.
- 3) Chief Engineer (Plant In-Charge), Mymensingh Power Satation, Mymensingh.
- 4) Office File.

Contract Agreement (Form PG4 - 8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called "the Purchaser") of the one part and [name and address of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The 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 Tender and the appendices to the 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser 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 Purchaser 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.

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of Name

Address

