
BIDDING DOCUMENT
For
Procurement of
Construction of 230kV Transmission Line and
Substation at Araihaazar JEZ area (Package-2)



Volume-1 of 3

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Employer : **Power Grid Company of Bangladesh Limited (PGCB)**

Country : **Bangladesh**

JICA Loan No. : **BD-P86, BD-P108**

Project : **Infrastructure Development for Japanese Economic Zone at Araihaazar, Narayanganj**

Contract : **Construction of 230kV Transmission Line and Substation at Araihaazar JEZ Area (Package 2).**

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PART 1 - BIDDING PROCEDURES

Single-Stage Two-Envelope Bidding

Section I. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, located in the Country **as specified in the BDS**, issues this Bidding Document (hereinafter referred to as “Bidding Document”) for the procurement of Plant Design, Supply and Installation as specified in Section VI, Employer’s Requirements.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, as **specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

- 1.2 Throughout this Bidding Document:

- (a) the terms “Facilities” and “Plant and Installation Services” are synonymous with the term “Plant Design, Supply and Installation”;
- (b) the term “in writing” means communicated in written form and delivered against receipt;
- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (d) “day” means calendar day;
- (e) “firm” means a private entity, a state-owned enterprise or institution; and
- (f) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.

2. Source of Funds

- 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from the Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, towards the cost of the Project. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the

Contract(s) for which this Bidding Document is issued.

- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
- 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the BDS**.

3. Corrupt and Fraudulent Practices

- 3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Employers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
 - (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started operating cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

- 3.2 If the Employer determines, based on reasonable evidence, that any Bidder has engaged in any corrupt or fraudulent practice, the Employer may disqualify such Bidder after

notifying the grounds of such disqualification.

- 3.3 Furthermore, the Bidders shall be aware of the provision stated in Clause 6 of the Conditions of Contract.

4. Eligible Bidders

- 4.1 The Bidder may be a single firm or a JV. In the case of a JV:
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution
 - (c) A Bid submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. The JV Agreement or the proposed JV Agreement, as a case may be, shall indicate at least the part(s) of the Plant and Installation Services to be executed by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.
 - (b) A firm that has a close business relationship with a professional personnel of the Borrower (or the Project

Executing Agency, or the Employer), who are directly or indirectly involved in any part of: (i) the preparation of the Prequalification Document (if any prepared) and/ or the Bidding Document for the Contract, (ii) the prequalification evaluation (if any conducted) and/ or the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

(c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a single firm or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

(d) A firm having any other form of conflict of interest other than (a) through (c) above shall also be disqualified.

4.3 The Bidder shall meet the requirements as to eligibility of the Bidder as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 The Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.

4.5 This bidding is open only to the prequalified Bidders unless **specified in the BDS.**

4.6 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Goods and Services

5.1 The goods and services comprising the Plant and Installation Services to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Employer's Requirements

- Section VI. Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document, and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and verifiable.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall

forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response on the Employer's web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site where the Plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the execution of Plant and Installation Services. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If **so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by the Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for

disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give the Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
 - (a) Letter of Technical Bid, in accordance with ITB 12.1;
 - (b) Bid Security, in accordance with ITB 19;
 - (c) Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB

20.3;

- (d) copy of the JV Agreement, or letter of intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;
- (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (f) documentary evidence in accordance with ITB 16.2 establishing that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;
- (g) Technical Proposal in accordance with ITB 16;
- (h) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative; and
- (i) any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid, in accordance with ITB 12.1;
- (b) completed Price Schedules in accordance with ITB 12.1 and 14, including completed Price Schedules, and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.7) but excluding any Schedule required in ITB 11.2; and
- (c) any other document **required in the BDS**.

12. Letters of Bid and Schedules

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid and the Schedules, including the Price Schedules, and the Schedule of Adjustment Data (only if required in ITB 14.7), using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternatives to the Bid Requirement and Alternative Bids

13.1 **If so specified in the BDS**, alternative times for completion will be permitted, and the method of evaluating different times for completion shall be as specified in Section III, Evaluation and Qualification Criteria.

- 13.2 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially responsive Bid (hereinafter referred to as “Base Bid”) submit an alternative Bid. The alternative Bid shall be complete with all information necessary for a complete evaluation of the alternative by the Employer including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology and other relevant details.

Only the alternative Bids, if any, submitted by the Bidder whose Base Bid is determined to be the lowest evaluated Bid under ITB 36.1 shall be considered by the Employer.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Price Bid and in the Price Schedule shall conform to the requirements specified below.

- 14.2 **Unless otherwise specified in the BDS**, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total Bid Price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the Plant; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the Conditions of Contract.

Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- 14.3 The Bidder shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms. In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:

- (a) Plant Supplied from Abroad (Schedule No. 1): The price of the Plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**.
- (b) Plant Supplied from Within the Employer’s Country

(Schedule No. 2): the price of the Plant shall be quoted on an EXW Incoterm basis (such as “ex-works,” “ex-factory,” “ex-warehouse” or “off-the-shelf,” as applicable), and includes sales tax and all other taxes payable in the Employer’s country on the Plant as of the Base Date, if the Contract is awarded to the Bidder.

(c) Design Services (Schedule No. 3).

(d) Installation and Other Services (Schedule No. 4): The price shall be quoted separately and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the Plant, all labor, contractor’s equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the bidding document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer’s Country as of the date twenty-eight (28) days prior to the deadline for submission of Bids (the Base Date).

(e) Mandatory Spare Parts (Schedule No 5) : The price shall be quoted separately as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

(f) Recommended Spare Parts (Schedule No. 6) : The price shall be quoted separately as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

14.4 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.

14.5 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

14.6 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance

with ITB 12.1.

14.7 **Unless otherwise specified in the BDS** and the corresponding Appendix of the Contract Agreement and/or the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the relevant provisions of the Contract. In such a case, the Bidder shall furnish the indices and/or weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.8 **If so specified in BDS 1.1**, Bids are being invited for multiple lots. The Bidders wishing to offer any discounts (including price reduction) for the award of more than one lot shall specify in their Letter of Price Bid, discounts applicable to such award. Discounts shall be submitted in accordance with ITB 14.6, provided that the Bids for all lots are opened at the same time.

14.9 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the Base Date, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

14.10 The exact amounts and currencies of the Specified Provisional Sums and the contingency allowance, if any, shall be indicated in the completed Price Schedule **as specified in the BDS**. The Bidder shall be aware of the provisions stated in Sub-Clause 39.4 of the Conditions of Contract.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid shall be **as specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.

15.2 The Bidder may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable.

16. Technical Proposal and Subcontractors

16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal, including a design methodology, statement of work methods, equipment, personnel, schedule, safety plan, and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate

substantial responsiveness of the Bidder's proposal to meet the Employer's Requirements and the completion time.

16.2 The documentary evidence of the conformity of the Plant and Installation Services with the Bidding Document may be in the form of literature, drawings and data, and shall include:

- (a) a detailed description of the essential technical and performance characteristics of the Plant and Installation Services, including the functional guarantees of the proposed Plant and Installation Services, in response to the Employer's Requirements. The functional guarantees of the proposed Plant and Installation Services shall be as stated in the applicable form in Section IV, Bidding Forms;
- (b) a list giving full particulars, including available sources, of all spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts (if required)), special tools, etc., necessary for the proper and continuing functioning of the plant for the period **specified in the BDS**, after the Operational Acceptance of the Facilities in accordance with the provisions of the Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Plant and Installation Services to the Employer's Requirements. The Bidder shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.

16.3 The Bidder may propose to subcontract any of the key activities for which experience of proposed subcontractors has been evaluated at the Prequalification stage, or otherwise indicated in Section III, Evaluation and Qualification Criteria 2.4.2(b) (specialized subcontractor). In such a case,

- (a) the Bidder may list one or more subcontractor(s) against any of the key activities and summation of the subcontractors' qualifications against each of criteria for key activities is accepted except as provided ITB 16.3(d).

Quoted rates and prices will be deemed to apply whichever subcontractor is appointed by the Contractor, and no adjustment of the rates and prices will be permitted;

- (b) the Bidder shall clearly identify the proposed specialized subcontractor(s) in Form ELI-3, Form EXP-2(b) and Form MAN in Section IV, Bidding Forms and submit the List of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed including information establishing compliance with the requirements specified by the Employer;
- (c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1; and
- (d) If the evaluation of the Price Bid is directly adjusted by the subcontractor's(s') qualifications, services and/or product(s) in Section III. Evaluation and Qualification Criteria (e.g. the Price Bid is adjusted by a performance of subcontractor's Plant), only one subcontractor or combination of subcontractors shall be proposed; and
- (e) If the prequalification process was conducted prior to the bidding process, the Bidder shall name and list out in the List of Subcontractors, the same specialized subcontractor(s) whose experience in the key activities was evaluated in the prequalification, except only for such changes as are explicitly approved by the Employer in accordance with ITB 17.2.

The Bidder may also propose to subcontract major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. In such a case, sub-clauses (a) and (b) provided above in this ITB 16.3 shall be applied except submission of Form EXP-2(b) in Section IV, Bidding Forms.

17. Documents Establishing the Qualifications of the Bidder

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria:
 - (a) if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect to establish that the Bidder continues to meet the

criteria used at the time of prequalification, and

- (b) if the prequalification process was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

The aforementioned Evaluation and Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

- 17.2 Any change in the structure or formation of the Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if:

- (a) such change has not taken place by the free choice of the firms involved;
- (b) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Document; or
- (c) in the opinion of the Employer, the change may result in a substantial reduction in competition.

Any such change should be submitted to the Employer not later than twenty-eight (28) days before the Bid submission deadline.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.

- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request the Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

- 18.3 If the award is delayed by a period exceeding fifty-six (56)

days beyond the expiry of the initial Bid validity period, the Contract Price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the adjustments indicated in the above paragraph.

19. Bid Security

19.1 The Bidder shall furnish as part of its Technical Bid, a Bid Security in the amount and currency **specified in the BDS**.

19.2 The Bid Security shall be at the Bidder's option, a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable standby letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**

from a reputable source. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

19.4 The Bid Security of all Bidders who have been rejected on the

grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document, shall be returned as promptly as possible upon the Employer's notification of such rejection pursuant to ITB 25.8.

The Bid Security of all unsuccessful Bidders (other than those referred in the above paragraph) shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 41.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 40; or
 - (ii) furnish a Performance Security in accordance with ITB 41.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the documents as described in ITB 11 and clearly mark them "TECHNICAL BID - ORIGINAL" and "PRICE BID - ORIGINAL", as appropriate. Alternative Bids, if permitted in accordance with ITB 13.2, shall be clearly marked "ALTERNATIVE BID - ORIGINAL".

In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark each of them "TECHNICAL BID - COPY", "PRICE BID - COPY" and "ALTERNATIVE BID - COPY", as appropriate.

In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of a Power of Attorney included in the Technical Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.
- 20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.5 The Bidder shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose:
 - (a) in a sealed envelope, duly marked as "TECHNICAL BID - ORIGINAL", all documents comprising the Technical Bid, as described in ITB 11.2;
 - (b) in a sealed envelope, duly marked as "PRICE BID - ORIGINAL", all documents comprising the Price Bid, as described in ITB 11.3;
 - (c) in sealed envelopes, duly marked as "TECHNICAL BID - COPY", all required copies of the Technical Bid, sequentially numbered;
 - (d) in sealed envelopes, duly marked as "PRICE BID - COPY", all required copies of the Price Bid, sequentially numbered; and
 - (e) if alternative Bids are permitted in accordance with ITB 13.2, and if relevant:
 - (i) in a sealed envelope marked "ALTERNATIVE BID -

ORIGINAL”, the alternative Bid; and

- (ii) in a sealed envelope marked “ALTERNATIVE BID - COPY”, all required copies of the alternative Bid, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

21.2 The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Bidder;
- (b) addressed to the Employer in accordance with ITB 22.1; and
- (c) clearly marked with the specific identification of this bidding process **specified in BDS 1.1.**

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall be clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF TECHNICAL BID”, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER” in accordance with ITB 25.7.

21.5 The inner envelopes containing the alternative Bids, if any, shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER”, in accordance with ITB 13.2.

21.6 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS.**

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and the Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the

deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted and prior to the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 20.2 and ITB 20.3. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective outer envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, or “MODIFICATION”; and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of the Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 25.7. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.2.

If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal

shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the opening of Technical Bids.

25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Bids.

25.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as Modification, shall remain unopened in accordance with ITB 25.1.

25.5 Next, all other envelopes holding the Technical Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) whether there is an alternative Bid without opening its envelop;
- (d) the presence or absence of the Bid Security; and
- (e) any other details as the Employer may consider appropriate.

Only Technical Bids read out at the opening of Technical Bids shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.6 The Employer shall prepare a record of the opening of

Technical Bids that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) whether there is an alternative Bid; and
- (d) the presence or absence of a Bid Security.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening of Price Bids.
- 25.8 The Employer will notify, in writing, the Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and/or who have been determined as being disqualified for award, and return their Price Bids unopened, together with the Bid Security.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids and who have been determined as being qualified for award, in the presence of the Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidders' representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time, reading out:
 - (a) the name of the Bidder;
 - (b) whether there is a withdrawal, substitution, or modification;
 - (c) the total Bid Price including any discount and alternative Bid; and in the case of bidding for multiple lots, the total

price for each lot together with the sum of the total price for all lots including any discounts; and

(d) any other details as the Employer may consider appropriate.

Only Price Bids and Price Bid discounts read out and recorded at the opening of Price Bid shall be considered for evaluation. The Employer shall neither discuss the merit of any Price Bid nor reject any Price Bid at the Price Bid opening.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum:

- (a) the name of the Bidder, and
- (b) the total Bid Price including any discount and alternative Bid; and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total prices for all lots including any discounts.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

E. Evaluation and Comparison of Bids

26. Confidentiality 26.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to the Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 39.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders,

- Bids**
- the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine Technical Bids to confirm that all documents and information requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Technical Bid;
 - (b) Power of Attorney to commit the Bidder;
 - (c) Bid Security; and
 - (d) Technical Proposal in accordance with ITB 16.
- 30. Qualification of the Bidders**
- 30.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Employer shall determine to

its satisfaction whether the Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if the prequalification process was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. For the purposes of this determination, only the qualification of the legal entity(ies) comprising the Bidder shall be considered. In particular, the qualifications of affiliated entities (such as the parent company(ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Bidder under a JV in accordance with ITB 4.1 or as specialized subcontractors to be employed in accordance with ITB 16.3 for the key activities listed in Section III, Evaluation and Qualification Criteria 2.4.2(b).

30.3 The Employer reserves the right to waive minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.

30.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

If the assessment of the Bidder's qualification was conducted only for the lowest evaluated Bidder, in accordance with ITB 30.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

30.5 The subcontractors proposed in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB 16.3 does not meet the corresponding criteria for the key activities specified in Section III Evaluation and Qualification Criteria 2.4.2(b), the Bidder who proposed such a specialized subcontractor shall be disqualified.

31. Determination of 31.1 The Employer's determination of a Technical Bid's

Responsiveness of Technical Bids

responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.2.

31.2 For the purposes of this determination, a substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of the other Bidders presenting substantially responsive Bids.

31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16 and Section III, Evaluation and Qualification Criteria, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation or omission. The Recommended Spare Parts, if any, proposed by the Bidder shall not be subject to evaluation.

Should a manufacturer or subcontractor proposed for Section III, Evaluation and Qualification Criteria 1.1.3 be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to issuing the Letter of Acceptance, the corresponding Schedule to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned..

31.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial

32.1 Provided that a Technical Bid is substantially responsive, the

Nonconformities

Employer may waive any nonconformities (deviation, reservation or omission) in the Technical Bid.

32.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or components cannot be derived from the price of other substantially responsive Bidder, the Employer shall use its best estimate.

**33. Correction of
Arithmetical
Errors**

33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the total of the amounts given under the column for the price breakdown shall prevail and the amount given under the Total Price will be corrected;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in the Grand Summary, the total of the amounts of Schedule Nos. 1 to 5 shall prevail and the amount given in the Grand Summary will be corrected; and
- (c) where there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 33.2 The Bidder shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 33.1, shall result in the rejection of the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**. The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is denominated to the single currency identified above at the selling rates established for similar transactions by the authority **specified in the BDS** and on the date **stipulated in the BDS**.
- 35. Evaluation of Price Bids**
- 35.1 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding the Specified Provisional Sums and the contingency allowance, if any in the Grand Summary of the Price Schedules;
 - (b) price adjustment for correction of arithmetical errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB14.6;
 - (d) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3; and
 - (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 34.
- The price for the Recommended Spare Parts if any, stated in the Price Schedule shall not be subject to evaluation.
- 35.2 If price adjustment is allowed in accordance with ITB 14.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 35.3 In the case of bidding for multiple lots, the lowest evaluated price of the lot(s) shall be determined as specified in Section

III, Evaluation and Qualification Criteria.

36. Comparison of Bids

- 36.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 35.1 to determine the lowest evaluated Bid.
- 36.2 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the scope of Plant Design, Supply and Installations, proposed methodology, schedule and any other requirements of the Bidding Document. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36.3 In the event of identification of a potentially abnormally low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

For the purposes of this ITB 36.3, an abnormally low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 37.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

E. Award of Contract

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|----------------------------------|---|
| 38. Award Criteria | 38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 39. Notification of Award | <p>39.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>39.2 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:</p> <ul style="list-style-type: none"> (a) name of each Bidder who submitted a Bid; (b) Bid Prices as read out at Bid opening; (c) name and address of the successful Bidder; and (d) signing date and amount of the Contract. <p>39.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p> |
| 40. Signing of Contract | <p>40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p> |
| 41. Performance Security | 41.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 36.2, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued |

by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**42. Notification to
Unsuccessful
Bidders and
Debriefing**

- 42.1 As promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 41, the Employer shall notify all unsuccessful Bidders of the results of the bidding.
- 42.2 After receipt of the Employer's notification pursuant to ITB 42.1 above, the unsuccessful Bidders (including those rejected on the grounds of their Technical Bids not being substantially responsive) may request in writing to the Employer a debriefing seeking an explanation on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing in accordance with this Clause.

Section II. Bid Data Sheet

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Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is: 27.21.0000.101.07.421.23.3932 The Employer is: Power Grid Company of Bangladesh (PGCB) Limited located in Bangladesh The Project is: Infrastructure Development for Japanese Economic Zone at Araihasar, Narayanganj (Foreign Direct Investment Promotion Project (FDIPP)) The name of the Contract is: Construction of 230kV Transmission Line and Substation at Araihasar JEZ Area (Package-2) The multiple lots of the Project for which the Bids are being invited are: <i>“not applicable”</i>.
ITB 2.1	The Borrower is: the Government of the People’s Republic of Bangladesh. The number of the JICA Loan Agreement is: BD-P86 and BD-P108 The signed date of the Loan Agreement is: 13 December, 2015 and 29 May 2019 There is a loan agreement between JICA and GoB for JAPANESE ECONOMIC ZONE (JEZ) infrastructure development project under Bangladesh Economic Zone Authority (BEZA) from where a part is allocated to give payment for this Transmission line & substation construction works. As per bi-lateral agreement between PGCB & BEZA, PGCB shall act as an Employer and will complete the procurement process up to the defect liability period as a delegated work on behalf of BEZA. At the time of making any payment to the contractor, PGCB will certify the invoice submitted by the contractor following the terms and conditions of Contract and will forward to BEZA who will be the Co-Employer. After getting payment claim request from BEZA, JICA will disburse the specified payment to the Contractors account directly for both foreign & local currency.
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITB 2.3	The other sources of finance are: GoB through BEZA
ITB 3.1(b)	The list of ineligible firms and individuals is available at the JICA’s website: www.jica.go.jp/english/our_work/compliance

ITB 3.1(c)	The list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
ITB 4.5	This bidding is not subject to prequalification.
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Power Grid Company of Bangladesh Limited (PGCB) Attn.: Company Secretary Street address: PGCB Head Office Floor/room number: 2nd Floor City, ZIP code: Avenue-3, Jahurul Islam City, Aftabnagar, Badda, Dhaka-1212 Country: Bangladesh Telephone: +88 02 550467 31-35 Fax: +88 02 55046722 E-mail address: share.cs@pgcb.gov.bd, se.contract@pgcb.gov.bd, se.ssd@pgcb.gov.bd, Responses to any request for clarification, if any, will be published on the Employer's web page. indicated below. "Web Page: [http://pgcb.gov.bd/site/page/055b2233-57c0-4a8f-a850-dad4171b66fb/-]"
ITB 7.4	A pre-bid meeting will take place. The Pre-Bid meeting will take place, at the date, time and place as follows: Date: 3rd September 2023 Time: 11:00 Hours Bangladesh Standard Time Place: Power Grid Company of Bangladesh (PGCB) Head Office Bid Opening Room, Level-7, Avenue-3, Jahurul Islam City, Aftabnagar, Badda, Dhaka-1212, Bangladesh. Site visits will not be organized by the Employer. Bidders are advised to conduct site visits at their own responsibility. The Employer may arrange necessary permissions if requested by the Bidders.

ITB 8.2	Addenda, if any, will be published on the Employer's web page.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is English.
ITB 11.3 (c)	The Bidder shall submit the following additional documents in its Price Bid: None
ITB 13.1	Alternative times for completion will not be permitted.
ITB 13.2	Alternative Bids will not be permitted.
ITB 14.2	Bidders shall quote for the entire Plant and Installation Services on a single responsibility basis. The Plant specified in Price Schedule No.1 shall be exempted from the payment of import duties and taxes upon importation Sub-Clause 14.2 of the Conditions of Contract.
ITB 14.3 (a) and (d)	Place of destination: Project Site in Araihaazar, JEZ, Narayanganj Final destination (Project site): Project Site in Araihaazar, JEZ, Narayanganj
ITB 14.7	The prices quoted by the Bidder shall be Adjustable The formula for adjusting the prices and explanatory details are specified in the Particular Conditions of Contract (PCC) clause 11.2 and Appendix 2 of Contract Agreement. Bidder shall fill out the Tables of Adjustment Data in section 4 (Bidding forms).
ITB 14.9	In accordance with Sub-Clause 14.2 of the Conditions of Contract, the Plant specified in Price Schedule No.1 shall be exempted from the payment of import duties and taxes upon importation.

ITB 14.10	The Amounts and Currencies of the Specified Provisional Sums shall be as follows: <table><tr><th rowspan="2">Item No.</th><th rowspan="2">Description</th><th colspan="2">Amount</th></tr><tr><th>Local</th><th>Foreign</th></tr><tr><td>1</td><td>DB Cost</td><td>-</td><td>JPY30,000,000</td></tr><tr><td>2</td><td>Covid-19 cost</td><td></td><td>JPY 400000</td></tr><tr><td>3</td><td></td><td></td><td></td></tr><tr><td>etc.</td><td></td><td></td><td></td></tr><tr><td colspan="2">Total - Specified Provisional Sums</td><td></td><td>JPY30,400,000</td></tr></table> Contingency allowance : Not applicable	Item No.	Description	Amount		Local	Foreign	1	DB Cost	-	JPY30,000,000	2	Covid-19 cost		JPY 400000	3				etc.				Total - Specified Provisional Sums			JPY30,400,000
Item No.	Description			Amount																							
		Local	Foreign																								
1	DB Cost	-	JPY30,000,000																								
2	Covid-19 cost		JPY 400000																								
3																											
etc.																											
Total - Specified Provisional Sums			JPY30,400,000																								
ITB 15.1	The currency(ies) of the Bid shall be as follows: Plant and equipment to be supplied from abroad shall be quoted entirely in: Japanese Yen and/or US Dollar, and/or Euro. Plant and equipment to be supplied within the Employer’s country shall be quoted in the currency of the Employer’s country: Bangladesh Taka and/or the above mentioned currency. Design and installation services shall be quoted in either foreign and/or local currency as mentioned above, depending upon the currency in which the costs are to be incurred.																										
ITB 16.2 (b)	The period after the Operational Acceptance, for the Bidder to propose spare parts(i.e. Mandatory Spare Parts and Recommended Spare Parts (if required)), special tools, etc five (5) years.																										
ITB 18.1	The Bid validity period shall be 150 days.																										
ITB 18.3 (a)	This BDS 18.3 (a) is not applicable.																										
ITB 19.1	The amount and currency of the Bid Security shall be three hundred thousand (3,00,000) US Dollar.																										
ITB 19.2 (d)	Other types of acceptable securities: None																										
ITB 20.1	In addition to the original of the Bid, the number of copies is: 2 (two) hard copies and 2 (two) USB flash drives containing electronic data each for Technical Bid and Price Bid respectively.																										

	In case of discrepancies, the information provided in the "Original" hard copy of the Bid shall prevail. • The electronic copy shall basically be PDF format. • In addition to above, the electronic copy of editable format (MS Word and/or MS Excel) shall be included. • If the electronic copy is divided into several files, the files should be numbered so that the electronic files appear in the same order as the hard copy. • The electronic copy of the Price Bid shall additionally include the price schedules in editable format (MS Excel).
ITB 21.1	Packing: Technical Bid: • Each Technical Bid (original, hard copy (1 No.) and hard copy (2 No.)) shall be packed in a separate "inner" envelope. • These three "inner" envelopes containing the Technical Bid shall be packed together in one "outer" envelope. Price Bid: • Each Price Bid (original, hard copy (1 No.) and hard copy (2 No.)) shall be packed in a separate "inner" envelope. The electronic copy of the Price Bid in editable format (MS Excel) shall be in the original copy. • These three "inner" envelopes containing the Price Bid shall be packed together in one "outer" envelope. Finally, Technical and Price Bids shall be packed together in one envelope. Electronic Copy • The electronic copy of the Technical Bid shall be included in the envelope with the original Technical Bid. • The electronic copy of the Price Bid shall be included in the envelope with the original Price Bid.
D. Submission and Opening of Bids	
ITB 22.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Company Secretary Mailing Address: PGCB Head Office, 7th Floor, Aftabnagar, Badda, Dhaka-1212, Bangladesh

	The deadline for Bid submission is: Date: 02 October 2023 Time: 11:00 Hours Local Time
ITB 25.1	The Technical Bid opening shall take place at: Mailing Address: Power Grid Company of Bangladesh Limited (PGCB) Head Office 7th Floor Aftabnagar, Badda, Dhaka-1212 Bangladesh Date: 02 October 2023 Time: 11:05 Hours Local Time
E. Evaluation, and Comparison of Bids	
ITB 34.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is Bangladesh Taka. The source of exchange rate shall be selling rate provided by Bangladesh Bank. The date for the selling exchange rate shall be: The date of opening of the Technical Proposal If the selling rates of above date are not available at Bangladesh Bank, the selling rates of the latest date when they are previously available at the same bank shall be applied.

Section III. Evaluation and Qualification Criteria

(Option II: Without Prequalification)

1 Evaluation

1.1 Technical Evaluation

The evaluation of the Technical Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily in accordance with ITB 30. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (Qualification) below.
- (b) determination of the substantial responsiveness of the Technical Bid in accordance with ITB 31. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the Technical Bid includes, among other things, an assessment of the adequacy of the Bidder's Technical Proposal, during which the Bidder's technical capacity to complete the Facilities will be assessed in terms of the following. Based on such assessment, the Employer will determine whether the Technical Proposal is substantially responsive to the requirements stipulated in Section VI, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements.
- (ii) conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel execution of the Plant and Installation Services.
- (vii) adequately supervising and controlling of the execution of the Plant and Installation Services by the appropriate allocation of staff.

- (viii) planning and scheduling of all work activities in such a manner that the Facilities will be completed on time and meet with all Contract requirements, mainly the compliance with the time schedule called for in the corresponding Appendix to the Contract Agreement, as evidenced by a milestone schedule provided in the Technical Proposal.
- (ix) execution of the Plant and Installation Services fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (x) carrying out all operations for the execution of the Plant and Installation Services safely and in an environmental friendly manner.
- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 below, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified functional guarantees, will be rejected.

1.1.1 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Minimum Number of Years	
		Total Work Experience	Similar Positions
1	Project Manager	25 years	10 years
2	Construction (Site) Manager	25 years	10 years
3	Chief Supervisor for Transmission Line	15 years	10 years
4	Chief Supervisor for Substation Equipment	15 years	10 years
5	Chief Supervisor for Civil Works	15 years	10 years
6	Health and Safety Manager	15 years	10 years
...			

Note: Experience in Similar Position shall be read as;

No.1, 2: Similar works are projects for construction of transmission line and/or substation.

No.3: Similar works are projects for construction of transmission line.

No.4: Similar works are projects for construction of substation equipment.

No.5: Similar works are projects for construction of civil works at the projects related to transmission line and substation in the same scale as the civil works of the Project.

No.6: Similar works are construction of any type of plant.

Alternative candidates for key positions shall not be evaluated.

The Bidder shall provide details of the proposed personnel for the Contract together with their experience records in Form PER-1 and Form PER-2 in Section IV, Bidding Forms.

1.1.2 Construction Equipment

The Bidder must demonstrate that it has the key construction equipment listed hereafter:

No.	Equipment Type and Required Performance Characteristics	Minimum Requirement (Number of Units)
1	Mobile crane	1
2	Dump truck	1
3	Concrete mixer	1
4	CT analyzer	1
5	Dissolve gas analyzer	1
6	5kV digital insulation resistance tester	1
7	Digital micro ohm meter 0-600 A DC for contact resistance measurement.	1
8	1 Phase AC primary injection test set 0-500A	1
9	Secondary injection equipment	1
10	Protection relay testing equipment	1
11	Ten delta test equipment	1
12	SF6 gas leak detector	1
13	AC hipot tester for XLPE cable and GIS	1
14	Partial discharges test equipment	1

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

Renting or leasing of equipment is acceptable, but such condition shall be clearly mentioned in Form EQU.

Equipment of the subcontractors can also be considered as the Contractor's equipment.

1.1.3 Subcontractor/Manufacturer for major item of the Plant

1.1.3.1 Manufacturers:

Subcontractors/manufactures for the major items of the Works/Plants must meet the specific minimum criteria, listed in the table for that item under Clause 2.5. Failure to comply with the requirement will result in rejection of the Subcontractor/Manufacturer but not the Bidder.

1.1.3.2 Subcontractor for Works/Services:

Subcontractors for the major services must meet the minimum qualification criteria, listed for a Subcontractor for that item under Clause 2.5.

1.1.3.3 Type Test Requirements for evaluation purpose:

Following type test certificates of the equipment of similar or higher specifications (voltage & capacity) required by the bid shall be submitted as per relevant IEC and shall be from any independent testing laboratory^{*1} except Power transformer, GIS, Circuit Breaker and Lightning Arrester.

Type test certificates of Power Transformer, GIS, AIS Circuit Breaker and Lightning Arrester of similar or higher specifications (voltage & capacity) required by the tender shall be submitted as per relevant IEC/equivalent standard and shall be issued by STL^{*2} member testing laboratories or from manufacturer's own testing laboratory. Test carried out at manufacturer's own testing laboratory must have been witnessed or reviewed and certified by a representative from STL member testing laboratories.

*1 The Independent laboratory shall be accredited based on ISO / IEC Guide 25 / 17025 by the national accreditation body of the country where the laboratory is located.

*2 STL: Short-Circuit Testing Liaison (Refer to http://www.stl-liaison.org/web/02_About.php)

(i) Power Transformer

- (a) Temperature rise test.
- (b) Dielectric tests (Induced over voltage test, Lightning impulse voltage withstand test, Separate source voltage withstand test/Applied voltage test).
- (c) Short circuit test (special test).

(ii) GIS Switchgear

- (a) One Complete Switchgear

Sl No	IEC 62271-203 Clause	Test Name
i.	6.2	Dielectric tests:
		- Lightning impulse voltage tests
		- Power-frequency voltage tests
ii.	6.4	Measurement of the resistance of circuits
iii.	6.5	Temperature-rise tests
iv.	6.6	Short-time and peak withstand current tests
v.	6.104	Pressure test on partitions
vi.	6.105	Test under conditions of arcing due to an internal fault
vii.	6.106	Insulator tests

(b) Circuit Breaker

Sl No	IEC 62271-100 Clause	Test Name
i.	6.2	Dielectric tests:
		- Lightning impulse voltage tests
		- Power-frequency voltage tests
ii.	6.4	Measurement of the resistance of circuits
iii.	6.5	Temperature-rise tests
iv.	6.6	Short-time and peak withstand current tests
v.	6.101	Mechanical and environment al tests
vi.	6.103	Test circuits for short circuit making and breaking tests
vii.	6.109	Short-line fault tests
viii.	6.110	Out-of-phase making and breaking tests

(c) Disconnecter & Earthing Switch

Sl No	IEC 62271-102 Clause	Test Name
i.	6.2	Dielectric tests:
		- Lightning impulse voltage tests
		- Power-frequency voltage tests
ii.	6.4	Measurement of the resistance of circuits
iii.	6.5	Temperature-rise tests
iv.	6.6	Short-time and peak withstand current tests
v.	6.101	Tests to prove the short-circuit making performance of earthing switches
vi.	6.102	Operating and mechanical endurance tests
vii.	6.106	Bus-transfer current switching tests
viii.	6.107	Induced current switching tests

(d) Gas leakage rate (Per year)

(iii) Lightning arrester(AIS)

- (a) Power frequency voltage withstands and lightning impulse voltage withstand tests on complete arrester housing.
- (b) Operating duty test.

- (c) Long duration current impulse withstand test.
- (d) Residual voltage test.
- (e) Pressure relief test.

(iv) For insulator units

Type test report for insulator units shall performed on all the offered types of insulators as per IEC.

(v) For Protective Relays & Substation Automation System

- As per IEC latest version

(vi) For Fibre Optic Multiplexer Unit

- As per IEC latest version

(vii) For Conductor (ACSR)

As per technical specification and IEC latest version

(viii) For Hardware fittings Conductor & Insulator

As per technical specification and IEC latest version

(ix) For OPGW and related Hardware fittings

As per technical specification and IEC latest version

For each equipment, the Bidder shall provide the List of performed Type tests as following.

Equipment					
No.	Type test	Name of Type test laboratory	Number of Type test report	Date of report	Number of pages

1.1.4 Other Evaluation Criteria

N/A

.....

.....

1.2 Evaluation of Price Bid

In addition to the criteria listed in ITB 35.1 (a) – (c), (e) and (f), the following criteria shall apply:

1.2.1 Other Evaluation Criteria (ITB 35.1(d))

The following factors and methods will apply under ITB 35.1(d):

(a) Operating and Maintenance Costs

N/A

(b) Capitalization Cost due to transformer loss

For the purposes of evaluation: the following shall apply:

To arrive at an "evaluated bid price", operating costs of the transformers i.e. **Capitalization Cost** (each transformer of the scope, except the auxiliary transformer) will be taken into account which includes the capitalization cost of transformer losses.

The capitalization cost of transformer losses calculated from following formula shall be added to the Bid Price for evaluation.

For each unit of the three-phase power transformers 230/33kV,
120/140MVA (ONAN/ ONAF)

Capitalization of transformer losses = $N \times a + L \times b + M \times c$

Where,

N = Average Guaranteed No-load loss (core-loss) in kW

L = Average Guaranteed Load loss (copper + stray loss) at 75°C, in kW

M = Guaranteed maximum Auxiliary/Cooler loss, in kW

(total load of transformer cooling fans at transformer maximum continuous rating when all cooling fans are in operation, in kW)

a = Cost/kW of average no-load loss (core loss) valued at 6,000 US\$.

b = Cost/kW of average load loss (copper loss + stray loss) valued at 3,000 US\$.

c = Cost/kW of auxiliary power valued at 3,000 US\$

Note:

N, L and M will be delivered from the value provided by the Bidder in Schedule of Guarantee (Section IV).

If a bidder proposes more than one manufacturer, the Bid price will be adjusted using the highest capitalization (worst case) value of transformer losses.

(c) Specific Additional Evaluation Criteria

The following additional evaluation criteria will be used in the evaluation:

N/A.....
.....

1.3 Award Criteria for Multiple Lots (ITB 35.3)

N/A

1.4 Alternative Time for Completion (ITB 13.1)

Time for Completion of the Plant and Installation Services shall be: 540 days. No credit will be given for earlier completion.

2 Qualification

(I) Qualification of the Bidder but not of Bidder's Affiliates

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized subcontractors to be employed for the key activities listed in this Section), and not the Bidder's parent company(ies), group companies, subsidiaries or other affiliates, that must satisfy the qualification criteria.

(II) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires the Bidder to state a monetary amount, the Bidder should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.
- (b) Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

(III) Qualification Criteria for Award of Multiple Lots

N/A

2.1 Eligibility

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1 and 2 ⁽ⁱ⁾ with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Letter of Technical Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Letter of Technical Bid Form ACK
<u>Notes for the Bidders</u> (i) ELI-2 is required only if the Bidder is a JV. (ii) This requirement also applies to subcontractors if proposed by the Bidder under 1.1.3 above and 2.4.2(b) below.							

Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.2.1	History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of contractor's default since 1 st January 2018.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.3	Litigation History	No consistent history of court orders ⁽ⁱⁱⁱ⁾ against the Bidder since 1 st January 2018.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON

Notes for the Bidders

(i) Non-performance, as decided by the Employer, shall include all contracts:

- (a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Bidder as a JV member.

(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation resulting from contracts completed or ongoing

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
under its execution over the last five (5) years. A consistent history of court orders against the Bidder or any member of a joint venture may result in failure of the Bid.							

2.2 Financial Situation and Capabilities

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3.1	Financial Performance	The financial statements for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. As the minimum requirement, the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of Twenty (20) Million USD, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years, divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet twenty-five (25) % of the requirement	Must meet forty (40) % of the requirement	Form FIN – 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3.3	Financial Capabilities	The Bidder shall demonstrate, to the satisfaction of the Employer that it currently (as of the Bid submission deadline), it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Four point one five (4.15) Million USD for the subject contract(s) net of the Bidder's all other commitments, both current and future.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3 and FIN – 4

2.3 Experience

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Co mbi ned	Each Me mb er	One Member	
2.4.1	General Experi ence	All the Bidders must have Experience under contracts in the role of prime contractor (single entity or JV member), sub-contractor or management contractor in power sector for at least 10 (ten) years prior to the Bid submission deadline. Evidence of above experience shall be submitted in the bid which will be in the user's respective letterhead stationery indicating address, telephone and fax numbers of the user and shall include Name of the project, Name of the Employer, Description of the work, Com-missioning date and Contract amount.	Must meet requ irem ent	N/A	Must meet req uir em ent	N/A	Form EXP –1.
2.4.2	Specific Experi ence- Contr acts of Simila r Size	(a) A minimum number of three (3) similar contracts, at least one with minimum value of fourteen (14) million USD and with a total aggregated value of at least twenty seven (27)	Must meet requ irem ent	Must meet requ irem ent (v)	N/A	N/A	Form EXP –2(a) with attach ment. Evidence of above

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Co mbi ned	Each Me mb er	One Member	
	and Natur e.	million USD that have been satisfactorily completed⁽ⁱⁱⁱ⁾ as a prime contractor⁽ⁱ⁾ (single entity or JV member)^(iv) between 1st January 2013 and Bid submission deadline. The similarity of the contracts shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements). The scope of each contract must include design, supply, installation, testing & commissioning of new or extension/renovation of existing AIS/GIS substation having the voltage of 220/X kV or above, with at least three (3) bays of 220 kV or above voltage, including one (1) power					experience shall be submitted in the tender. It shall be given on the user's letterhead, indicating address, telephone and fax numbers of the user. It shall include the name of the project, name of the employer, description of the work, commissioning date and contract amount. If documents are not available in English, an English notarized version dully certified by certified translator should be provided.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Co mbi ned	Each Me mb er	One Member	
		transformer 220/X kV voltage rating or above. The above three contracts should meet the criteria mentioned below. i) At least one (1) of the above mentioned contracts shall be Construction of completely new GIS substation. ii) At least one (1) of the above mentioned contracts shall be in successful operation for a minimum of three (3) years counting backward from the tender submission deadline. iii) At least one (1) of the above mentioned contracts must be completed outside the Bidder's own country or in Bangladesh.					

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Co mbi ned	Each Me mb er	One Member	
<u>Notes for the Bidders</u>							
(i) For the purposes of this criterion, a ‘management contractor’ is also considered as a prime contractor. A firm which takes on the role of contract management is referred herein as ‘management contractor’. A management contractor does not normally perform directly the plant and installation services associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the contract. (ii) Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted. (iii) Completion shall be evidenced by submission of copy of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2(a) or Form EXP-2(b) of Section IV, Bidding Forms. (iv) For contracts under which the Bidder participated as a JV member, only the Bidder’s share, by value, shall be considered to meet this requirement. (v) In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value equal or more than the minimum value required, shall be aggregated. (vi) For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder’s share, by value and role, shall be considered to meet this requirement. (vii) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots.							

2.5 Manufacturers/Subcontractors

(a) Manufacturers/Subcontractors of Major Item/Plants

Item No.	Description of Item	Minimum Criteria to be met	Submission Requirements
1	230kV Transmission Line		
(1)	Conductor (ACSR Mallard)	- Manufacturers must have ISO 9001 or equivalent certification. - The manufacturer's proposed factory shall have at least ten (10) years of manufacturing experience of ACSR conductor. - Minimum average delivery over the last 5 years of 300 km of ACSR conductors with equal or higher ratings than those offered - Evidence from end users (at least one) of satisfactory service of offered or higher type ACSR conductor for a minimum of three (3) years as on the date of bid submission. - Manufacturer's authorization letter. - Type test report for the offered type Conductor;	- List of Subcontractors as per Section IV. Bidding Forms - Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) - Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of ACSR conductor for the last ten (10) years. (to be attached to List of Subcontractors) - Reference list: Bidder shall provide Manufacturer's supply record which shows average delivery over the 5 years of 300 km of ACSR conductor. (to be attached to List of Subcontractors) - User's letter: At least one evidence from end users for satisfactory service. (to be attached to List of Subcontractors) - Manufacturer's Authorization letter. (Form MAN) - Type test report. (to be attached to List of Subcontractors)

(2)	Disc Insulator	• Bidder shall furnish copies of ISO 9001 or equivalent certificates of proposed manufacturers. • At least last ten (10) years of experience prior to the date of bid submission in manufacturing porcelain disc insulator of 210 kN or higher ratings. • Minimum average delivery over the last 5 years of 5,000 pieces of porcelain disc insulators with 210 kN or higher ratings. • Evidence from end users (at least one) of satisfactory service of equipment for a minimum of three (3) years as on the bid submission date. • Manufacturer's authorization letter. • List of performed type tests and type test reports for each type of offered insulators.	• List of Subcontractors as per Section IV. Bidding Forms • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of insulator for the last ten (10) years. (to be attached to List of Subcontractors) • Reference list: Bidder shall provide Manufacturer's supply record which shows average delivery over the 5 years of 5,000 pieces of porcelain disc insulators. (to be attached to List of Subcontractors) • User's letter: At least one evidence from end users for satisfactory service. (to be attached to List of Subcontractors) • Manufacturer's Authorization letter. (Form MAN) • List of type test and Type test report. (to be attached to List of Subcontractors)
(3)	Tower	• Manufacturers must have ISO 9001 or equivalent certification. • At least last ten (10) years of experience in manufacturing minimum 110 kV or higher voltage steel towers.	• List of Subcontractors as per Section IV. Bidding Forms • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of tower for the last ten (10) years. (to be attached to List

		• Evidence from end users (at least one) of satisfactory service of equipment for a minimum of three (3) years as on the bid submission date. • Manufacturer's authorization letter. <i>Note: The manufacturer/subcontractor who has established a manufacturing facility in the Employer's country but doesn't meet the above criteria by themselves: May come into a collaboration with a parent company (principal) who meets the criteria mentioned above.</i>	• of Subcontractors) • User's letter: At least one evidence from end users for satisfactory service. (to be attached to List of Subcontractors) • Manufacturer's Authorization letter. (Form MAN)
(4)	Fittings for Conductor, Insulator & OPGW	• Bidders shall furnish copies of ISO 9001 or equivalent certificates of proposed manufacturers. • At least last ten (10) years of supply record prior to the date of bid submission in manufacturing of equipment of the proposed manufacturers for similar or higher ratings. • At least last ten (10) years of supply record prior to the date of bid submission in manufacturing of equipment of the proposed manufacturers for similar or higher ratings. • The said equipment (similar or higher rating) shall be in satisfactory service for a minimum of three (3) years as on the date of bid opening. Evidence from end	• List of Subcontractors as per Section IV. Bidding Forms • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of said equipment for the last ten (10) years. (to be attached to List of Subcontractors) • User's letter: At least one evidence from end users for satisfactory service. (to be attached to List of Subcontractors) • Manufacturer's Authorization letter. (Form MAN)

		users of satisfactory service mentioned above shall be in the end user's respective letterhead stationery indicating address, telephone and fax numbers of the users. • Manufacturer's authorization letter.	
2	Substation		
(1)	245kV Gas Insulated Switchgear (GIS)	• Manufacturer shall have at least twenty (20) years of manufacturing experience prior to the date of bid submission for equal or over 245kV GIS Switchgear with minimum delivery of at least one hundred (100) of equal or over 245kV GIS Bays over the last twenty (20) years in the OECD countries. • Manufacturer's Authorization letter • At least one evidence from end users for satisfactory service of GIS with the similar specification or above for a minimum of three (3) years outside manufacturer's country as on the bid submission date. When a bidder submits more than one evidence, submitted first three (3) certificates will be considered for evaluation. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory. • Type test reports as per requirements of sub-clause 1.1.3.3 of Section III Evaluation and	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) for the last twenty (20) years. (to be attached to List of Subcontractors) • Manufacturer's Authorization letter (Form MAN) • User's letter: At least one evidence from end users for satisfactory service of similar or higher rating equipment for a minimum of three (3) years outside manufacturer's country. (to be attached to List of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors)

		Qualification Criteria. • GIS gas leakage rate shall be less than 0.1% / year on complete bay.	• Test report: Bidder shall submit satisfactory type test as per requirements of the bidding document. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues, type test report and other technical documents. (to be attached to List of Subcontractors)
(2)	Power Transformer.	• Manufacturer shall have at least twenty (20) years of manufacturing experience prior to the date of bid submission for equal or over 220kV rating power transformer with minimum delivery of at least fifteen (15) nos. of equal or over 220kV power transformer over the last twenty (20) years in the OECD countries. • Manufacturer's Authorization letter. • At least one evidence from end users for satisfactory service of similar or higher rating (KV, MVA) equipment for a minimum of three (3) years outside manufacturer's country as on the bid submission date. When a bidder submits more than one evidence, submitted first three (3) certificates will be considered for evaluation. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory.	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of the 3-phase/3-single phase power transformers for the last twenty (20) years. (to be attached to List of Subcontractors) • Manufacturer's Authorization letter. (Form MAN) • User's letter: At least one evidence from end users for satisfactory service of any range (MVA, KV) equipment for a minimum of three (3) years outside manufacturer's country or in Bangladesh. (to be attached to List of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Test report: Bidder shall submit satisfactory type test as

		• Satisfactory Type test reports as per requirements of sub-clause 1.1.3.3 of Section III Evaluation and Qualification Criteria for three phase power transformer with similar or higher rating (MVA, KV). • Technical data sheets, drawings, wiring diagrams, catalogues and other technical documents	per requirement of the bidding document. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues, type test report and other technical documents as per tender requirement. (to be attached to List of Subcontractors)
(3)	AIS Surge Arrester.	• Manufacturer shall have at least twenty (20) years of manufacturing experience prior to the date of bid submission for equal or over 170kV surge arrester with minimum delivery of at least two hundred (200) nos. of equal or over 170kV surge arrester over the last twenty (20) years in the OECD countries and at least fifteen (15) delivery of equal or over 170kV surge arrester in Bangladesh. • Manufacturer's Authorization letter • At least one evidence from end users for satisfactory service of similar or higher rating surge arrester for a minimum of three (3) years outside manufacturer's country as on the bid submission date. When a bidder submits more than one evidence, submitted first three (3) certificates will be considered for evaluation. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory.	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of surge arrester for the last twenty (20) years. (to be attached to List of Subcontractors) • Manufacturer's authorization letter (Form MAN) • User's letter: At least one evidence from end users for satisfactory service of similar or higher rating equipment for a minimum of three (3) years outside manufacturer's country (to be attached to List of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Type test report: Bidder shall submit satisfactory type test as

		• Satisfactory Type test reports as per requirements of sub-clause 1.1.3.3 of Section III Evaluation and Qualification Criteria for similar or higher rating of same type surge arrester. • Technical data sheets, drawings, catalogues and other technical documents. • All surge arresters shall be from same factory.	per requirement of the bidding document. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues, type test report and other technical documents as per tender requirement (to be attached to List of Subcontractors)
(4)	Indoor Gas-insulated medium voltage switchgear for 33kV	• At least last ten (10) years' experience in manufacturing of same or higher rating equipment in satisfactory service for a minimum of three (3) years as on the bid submission date. • Manufacturer's Authorization • Valid ISO 9001 or equivalent certificates of proposed manufactures. • The bidders shall submit the type test reports as per requirements of sub-clause 1.1.3.3 of Section III Evaluation and Qualification Criteria for similar rating GIS. • Bidders' proposed manufacturer shall be of European/Japan/USA/Canada make.	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of the indoor Gas-Insulated Switchgear for 33kV level for the last ten (10) years. (to be attached to List of Subcontractors) • Manufacturer's Authorization letter (Form MAN) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Type test report: Bidder shall submit the type test report for 33kV indoor GIS Switchgear (to be attached to List of Subcontractors)
(5)	XLPE Power Cable	• Manufacturer's proposed factory shall have at least ten (10) years of manufacturing experience prior to	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Tenderer shall

		the date of tender submission for similar or higher voltage rating XLPE Power cable with minimum delivery of at least 10km similar or higher voltage rating type XLPE Power cable over the last ten (10) years. • Manufacturer's Authorization letter • At least one evidence from end users for satisfactory service of similar or higher voltage rating XLPE Power cable for a minimum of three (3) years outside manufacturer's own country or in Bangladesh as on the bid submission date. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory. • Satisfactory Type test reports as per sub-clause 1.1.3.3 of Section III Evaluation and Qualification Criteria for similar or higher rating of XLPE Power cable. • Technical data sheets, drawings, catalogues, and other technical documents.	provide Manufacturer's supply record (Reference list) of surge arrester in the last ten (10) years. (to be attached to List of Subcontractors) • Manufacturer's authorization letter (Form MAN) • User's letter: Evidence from end users at least one (1) of satisfactory service of similar or higher rating equipment for a minimum of three (3) years outside manufacturer's country (to be attached to List of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Type test report: Tenderer shall submit satisfactory type test as per requirement of the Bidding Document. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues, and other technical documents (to be attached to List of Subcontractors)
(6)	Battery & Charger	• At least last ten (10) years of manufacturing experience prior to the date of bid submission for battery and/or Charger. • Minimum delivery of at least ten (10) complete substation battery and/or Charger systems over the	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Supply Record of at least last 10 (ten) years (to be attached to List of Subcontractors)

		last 5 years. • Manufacturer's Authorization letter. • At least one evidence from end users for satisfactory service of equipment for a minimum of three (3) years outside manufacturer's own country as on the bid submission date. When a bidder submits more than one evidence, submitted first three (3) certificates will be considered for evaluation. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory. • Technical data sheets, drawings, catalogues, and other technical documents.	• Manufacturer's authorization letter. (Form MAN) • User's letter: At least one evidence from end users for satisfactory service of similar or higher rating equipment for a minimum of three (3) years outside manufacturer's country (to be attached to List of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues, type test report and other technical documents as per tender requirement. (to be attached to List of Subcontractors)
(7)	Substation Automation System & Protective Relays	• At least ten (10) years of manufacturing experience prior to the date of bid submission for Substation Automation System & Protective Relay. • Minimum delivery of at least ten (10) complete substation automation system over the last three (3) years. • Manufacturer's Authorization letter. • Evidence from end users for satisfactory service of equipment for a minimum of three (3) years in employer's country as on the bid submission date. When a bidder submits more than one evidence,	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of Substation Automation system & Protective Relay for the last ten (10) years. (to be attached to List of Subcontractors) • Manufacturer's authorization letter (Form MAN) • User's letter: At least one (1) evidence from end users for satisfactory service of equipment for minimum three (3) years in employer's country. (to be attached to List

		submitted first three (3) certificates will be considered for evaluation. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory. • The SA system must have interoperability between IEDs (various manufacturers) and SA system. Such shall be verified by test and submitted along-with the bid. • Technical data sheets, drawings, catalogues and other technical documents.	of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Test report: Bidder shall submit satisfactory test as per clause 5.21 of section 5: Protection, Metering, Control and Substation Automation System of the bidding documents. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues and other technical documents as per tender requirement. (to be attached to List of Subcontractors)
(8)	Communication Equipment (Fiber Optic Multiplexer)	• At least ten (10) years of manufacturing experience prior to the date of bid submission for Communication Equipment (Fiber Optic Multiplexer). • Minimum delivery of at least ten (10) complete substation communication equipment over the last three (3) years. • Manufacturer's Authorization letter. • At least one evidence from end users for satisfactory service of equipment for a minimum of three (3) years outside manufacturer's country as on the bid submission date. When a bidder submits more than one evidence, submitted first three (3) certificates will be considered for evaluation.	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of Substation communication equipment for the last ten (10) years. (to be attached to List of Subcontractors) • Manufacturer's authorization letter. (Form MAN) • User's letter: At least one (1) evidence from end users for satisfactory service of equipment for minimum three (3) years outside manufacturer's country. (to be attached to List of Subcontractors)

		• Copies of valid ISO 9001:2015 or equivalent certificates issued by an authorized agency of proposed manufacturer's factory. • Technical data sheets, drawings, catalogues and other technical documents • Existing Fiber Optic Multiplexers used in PGCB's Grid network are ABB(Hitachi) make FOX 515/615 and Areva make MSE 5001 type. The proposed Fiber Optic Multiplexer shall have to be integrated with existing telecommunication Network Management System and compatible with existing equipment.	• Certificate of ISO 9001 or equivalent. (to be attached to List of Subcontractors) • Technical data sheets, drawings, catalogues, type test report and other technical documents as per tender requirement. (to be attached to List of Subcontractors)
(9)	DFDR	• At least ten (10) years of manufacturing experience prior to the date of bid submission for DFDR. • Minimum delivery of at least ten (10) DFDR over the last three (3) years. • Manufacturer's Authorization letter • At least one evidence from end users for satisfactory service of equipment for a minimum of three (3) years outside manufacturer's country as on the bid submission date. When a bidder submits more than one evidence, submitted first three (3) certificates will be considered for evaluation. • Copies of valid ISO 9001:2015 or equivalent certificates issued by an	• List of Subcontractors as per Section IV. Bidding Forms • Reference list: Bidder shall provide Manufacturer's supply record (Reference list) of DFDR for the last ten (10) years. (to be attached to List of Subcontractors) • Manufacturer's authorization letter (Form MAN) • User's letter: At least one (1) evidence from end users for satisfactory service of equipment for minimum three (3) years outside manufacturer's country. (to be attached to List of Subcontractors) • Certificate of ISO 9001 or equivalent. (to be attached to

		authorized agency of proposed manufacturer's factory. • Technical data sheets, drawings, catalogues and other technical documents.	List of Subcontractors) • Technical data sheets, drawings, catalogues, type test report and other technical documents (to be attached to List of Subcontractors)
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For all the equipment mentioned in the above table, Bidder should submit the Evidence of End Users, Supply Record and Technical Particulars in following manner:

- A) Evidence from the End Users of satisfactory service of respective equipment mentioned in the table shall be issued by the end user's respective letterhead stationary indicating:
 - official name, address, telephone and fax numbers of the user
 - technical details (i.e., kV, MVA/ Current/ Model as applicable) of the equipment indicated in the table below
 - commissioning date
 - end user's issuing date in their letter.
- B) Supply Record of respective equipment mentioned in the table shall be issued by the manufacturer in manufacturer's letterhead stationary indicating:
 - technical details (i.e. kV, MVA & Current, as applicable) of the equipment indicated in the table below
 - Year of supply
 - User name, address, contact information to whom the equipment has been supplied.
- C) The Bidder shall provide Technical Particulars and Guarantees of equipment issued by respective manufacturer in manufacturer's letterhead stationary with the seal and signature of the responsible personnel of the manufacturer.

Note: The manufacturing experiences of the manufacturer's predecessor company including the origin of its manufacturer are also considered as that of the manufacturer. The manufacturer shall submit the manufacturer's company history which shows name of their all the predecessor company as the supporting document. "Manufacturer" indicates all the predecessor, origin, organization, and factory. NOT indicating specific manufacturing factory.

In the case of a Bidder who offers to supply and install major items of the Works under the contract, which the Bidder does not manufacture or otherwise produce, the Bidder shall provide the Manufacturer's authorization, using the form provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country.

2.4 (b) Subcontractor for Works/Services:

Subcontractors for the following major services must meet the following minimum qualification criteria, herein listed for a Subcontractor for that item. Failure to comply with this requirement will result in rejection of the Subcontractor but not the Bidder.

Item No.	Description of Service	Minimum Criteria to be met	Submission Requirements
1	Installation of 230kV Transmission Line	At least last three (3) years experiences for installation of high voltage transmission lines, rated voltage 110 kV or higher.	- List of Subcontractors as per Section IV. Bidding Forms - Reference list of projects (to be attached to List of Subcontractors)
2	Installation of Substation Equipment	At least last three (3) years experiences for installation of high voltage substations, rated voltage 110 kV or higher.	- List of Subcontractors as per Section IV. Bidding Forms - Reference list of projects (to be attached to List of Subcontractors)
3	Civil Works	At least last three (3) years experiences for civil works and installation of high voltage substations and transmission lines, rated voltage 110 kV or higher.	- List of Subcontractors as per Section IV. Bidding Forms - Reference list of projects (to be attached to List of Subcontractors)

Section IV. Bidding Forms

Section IV. Bidding Forms

The forms included in this section shall be completed by the Bidder in accordance with guidance and instructions provided in this section and other sections of the Bidding Document, and submitted as part of its Technical and Price Bids as indicated in the table below:

The Bid Submitted by Bidder	
Single-Stage Two-Envelope Bidding	
<u>Technical Bid</u> (a) Letter of Technical Bid , in accordance with ITB 12.1. (b) Bid Security , in accordance with ITB 19. (c) Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3. (d) Copy of the JV Agreement, or letter of intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1. (e) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted. i. Form ELI -1: Bidder Information Form. ii. Form ELI -2: JV Member Information Form. iii. Form ELI -3: Subcontractor Information Form. iv. Form CON: Historical Contract Non-Performance and Litigation. v. Form FIN -1: Financial Situation. vi. Form FIN -2: Average Annual Turnover. vii. Form FIN -3: Financial Resources. viii. Form FIN -4: Current Contract Commitments. ix. Form EXP -1: General Experience*.	
Single-Stage Two-Envelope Bidding	
x. Form EXP -2(a): Specific Experience*. xi. Form EXP -2(b): Experience in Key Activities*. (f) Documentary evidence in accordance with ITB 16.2 establishing that the Plant and Installation Services offered by the Bidder conform to the Bidding Document. (g) Technical Proposal in accordance with ITB 16. i. Site Organization. ii. Design Methodology. iii. Method Statement. iv. Mobilization Schedule. v. Design, Supply and Installation Schedule. vi. Proposed Plant to be Supplied and Installed.	

vii. Health and Safety Plan. viii. Environmental Plan. ix. Form FUNC:Functional Guarantee. x. List of Subcontractors. xi. Form MAN: Manufacturer's Authorization. xii. Form PER -1: Proposed Personnel. xiii. Form PER -2: Resume of Proposed Personnel. xiv. Form EQU: Construcion Equipment. (h) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK) which shall be signed and dated by the Bidder's authorized representative. (i) Any other document required in BDS 11.2(i). <u>Price Bid</u> (a) Letter of Price Bid, in accordance with ITB 12.1.	
Single-Stage Two-Envelope Bidding	
(b) Completed Schedules in accordance with ITB 12.1 and 14, including completed Price Schedules, and completed Schedule of Adjustment Data, (if any required to be submitted under ITB 14.7) but excluding any Schedules, required in BDS 11.2 (i). (c) Any other document required in BDS 11.3(c).	

* *In case of prequalification was carried out prior to the Bidding Process, Forms EXP-1, EXP-2(a) and EXP-2(b) are not required to be submitted.*

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[Prepare this Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]

Letter of Technical Bid

Date : *[Insert date of Bid submission]*
IFB No. : *[Insert Invitation for Bid number]*
Project : *[Insert name of Project]*
Contract : *[Insert name of Contract]*

To: *[Insert full name of Employer],*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: *[insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including subcontractors have no conflict of interest in accordance with ITB 4;
- (d) We offer to design, supply and install, in conformity with the Bidding Document, the following Facilities: *[insert a brief description of the Plant and Installation Services]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a subcontractor in more than one Bid in this bidding process in accordance with ITB 4.2 (c), and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder¹*[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder²*[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

Notes for the Bidders

1. In the case of the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Technical Bid.

[Prepare this Letter of Price Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]

Letter of Price Bid

Date : *[Insert date of Bid submission]*
IFB No. : *[Insert Invitation for Bid number]*
Project : *[Insert name of Project]*
Contract : *[Insert name of Contract]*

To: *[insert full name of Employer],*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: *[insert the number and issuing date of each addendum]*;
- (b) We offer to design, supply and install, in conformity with the Bidding Document, the following Facilities: *[insert a brief description of the Plant and Installation Services comprising the Facilities]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
[in case of only one lot, insert the total Bid Price in words and figures, indicating the amounts in the respective currencies]

[In case of multiple lots, insert:

(i) the total price of each lot; and

(ii) the total price of all lots (sum of all lots)]:

indicating the various amounts and the respective currencies]

- (d) The discounts offered and the methodology for their application are:

The discounts offered are: *[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*;

- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding

Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, unless and until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder¹*[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Notes for the Bidders

1. In the case of the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.

Schedule of Adjustment Data

Table A. Local Currency

(i)	(ii)	(iii)	(iv)		(v)	(vi)
Index Code	Index Descri ption	Source of I n d e x	Base Cost Index ³		Total Amount ¹ (Each Index)	Bidder's proposed weighting ²
			Value	Date		
	Non-adjustable	-	-	-		a: <u>0.15</u>
L₀	Labor					b: 0.2
M₀₁	Si-Steel	LME				c: 0.22
M₀₂	Copper	LME				d: 0.25
M₀₃	Steel	LME				e: 0.15
M₀₄	Zinc	LME				f: 0.03
		Total				1.00

Notes for the Bidders

1. The Bidder shall fill in column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) quoted in the local currency.
2. The Total Amount of the relevant “Non-adjustable” component shall also be indicated in the corresponding cell.
3. The Values and the Dates of the Base Cost Index(ices) will be provided by the Employer prior to contract signing.
4. If any difficulties arise, the source of index may be changed before contract signing by mutual agreement.

Table B. Foreign Currency¹Payment Currency²: _____

(i)	(ii)	(iii)	(iv)		(v)		(vi)		(vii)
Index Code	Index Description	Source	Base Cost Index ⁴		Total in Source Currency ⁵		Total in Payment Currency ⁶		Bidder's proposed weighting ⁷
		Index ³	Value	Date	Type	Amount	Exchange	Amount	
	Non-adjustable	-	-	-	-	-			a: 0.15
L₀	Labor								b: 0.2
M₀₁	Si-Steel	LME							c: 0.22
M₀₂	Copper	LME							d: 0.25
M₀₃	Steel	LME							e: 0.15
M₀₄	Zinc	LME							f: 0.03
Total									1.00

Notes for the Bidders

1. If so provided in BDS 15.1 in case of Single-Stage Two-Envelope Bidding and in BDS 31.1 in case of Two-Stage One-Envelope Bidding, the Bidder may quote in more than one foreign currency and, then this table should be repeated for each of those foreign currencies.
2. The Bidder shall indicate at the top of the table, the type of the foreign currency.
3. The Bidder shall indicate the source of each index in column (iii).
4. The Bidder may leave the Values and the Dates of the Base Cost Indices in column (iv) blank. If they are not available prior to submission of the Bid, due to absence of the

relevant publication. However, the Bidder shall provide such Values and Dates prior to contract signing.

5. The Bidder shall fill in Column (v) the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) to be procured in a particular Source Currency.

For the purposes of this Schedule, the “Source Currency” of any index component means the currency, in which that index component is intended to be procured by the Bidder.

If the Source Currency of any index component is as same as the Payment Currency of this table, the Bidder may leave the corresponding cell of column (v) blank.

6. The Bidder shall derive the Total Amount in Payment Currency in Column (vi) by applying the Exchange Rate prevailing on the Base Date (as defined in Sub-Clause 1.1 of the Conditions of Contract), as published by the central bank of the Source Country, to the Total Amount in Source Currency in column (v).
7. The Total Amount of the “*Non-adjustable*” component quoted in the subject foreign currency shall also be indicated in the corresponding cell.
8. If any difficulties arise with the mentioned index, the source of index may be changed before contract signing by mutual agreement.

Price Schedule

A. Preamble

1. The Price Schedule shall be read in conjunction with the General and Particular Conditions of Contract and the Employer's Requirements.
2. Unless otherwise stated in the Particular Conditions of Contract, the Contract is executed on a lump-sum price basis. The Schedules do not generally give a full description of the Plant to be supplied or the Services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The quantities (if any) given in the Price Schedule shall be used in accordance with GC Clause 12 (*Terms of Payment*).
3. Any parts, consumables or spare parts required for attaining the Operational Acceptance of the Plant and Installation Services or any part thereof shall:
 - (a) be included in or deemed to be covered by the rates and/or prices entered in the relevant Schedules of Rates and Prices of the Price Schedule. No separate payment shall be made in respect of any of such parts, consumables or spare parts.
 - (b) become the Employer's property immediately after they are brought to the Site, regardless of whether they will be subsequently used for the completion or will remain unused.
4. The Spare parts that the Employer considered necessary for the operation and maintenance of the Plant shall be included in the Price Schedule entitled "Mandatory Spare Parts", whereas Price Schedule entitled "Recommended Spare Parts" shall include additional spare parts proposed by the Bidder. Both Mandatory and Recommended Spare Parts are to be supplied prior to the completion of the Facilities.
5. The rates and prices in the completed Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all of design, construction plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
6. A rate or price shall be entered against each item in the Price Schedule, irrespective of whether quantities are stated or not. Items against which no rate or price is entered in the completed Price Schedule shall be deemed to be covered by the rates or prices entered for other items therein, and will not be paid for separately.

7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the completed Price Schedule, and where no items are provided, the cost shall be deemed to be included in the rates or prices entered for the related items of Plant and Installation Services.
8. The payment shall be made in accordance with Sub-Clause 12.2 of the Conditions of Contract and Appendix 1 (*Payment Terms and Procedures*) to the Contract Agreement in the currency or currencies indicated under each respective item in the Price Schedule

If any composite or lump sum items, which require price breakdowns (as indicated in B: *Items of Plant and Installation Services* below), for the purposes of making payments or partial payments, valuation of Changes or evaluation of claims, or for such other purposes as the Project Manager considers reasonable, the Project Manager may use the breakdown of such items submitted by the Contractor during the bidding stage and included as an attachment to this Price Schedule.

Such breakdown shall clearly show the items of work activities that the respective composite or lump item consists of, their quantities and unit prices in the manner which can be used for the purposes described above.

9. General requirements, directions and/or descriptions of work and materials are not necessarily repeated or summarized in the Price Schedule. Relevant sections of the Contract documents shall be referred before entering prices against each item in the completed Price Schedule.
10. Provisional Sums included and so designated in the Price Schedule shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with Sub-Clause 39.4 of the Conditions of Contract, as applicable. Notwithstanding the above, the Provisional Sum for the cost of the DB shall require no prior instruction of the Project Manager.
11. No Contractor's overhead charges or profit shall be included or payable on the Provisional Sum for the cost of the DB.
12. If the Contract specifically provides for any item to be executed on a re-measurement basis, the method of measurement of completed work for payment in respect of that item shall be in accordance with Bidding document.
13. Any unit rates and/or prices quoted in the Price Schedule in:
 - (a) [*The Employer shall insert name of local currency, as indicated in BDS 15.1*], there shall be two decimal places below zero.
 - (b) Japanese Yen (JPY), there shall be no decimal places below zero.
 - (c) [*The Employer shall insert name of any other foreign currency, as indicated in BDS 15.1*], there shall be two decimal places below zero.

Any price(s) resulting from computations (such as unit price multiplied by quantity) shall be rounded down to the nearest decimal place(s) as indicated for each relevant currency above.

14. Where there are any items of work provided in the Price Schedule for complying with requirements of Sub-Clauses 22.4.7 through 22.4.22 of the Conditions of Contract, payment for such items are made only by monthly instalments upon the Contractor's compliance with all contract requirement with respect of that item, for each month, to the satisfaction of the Project Manager.

B. Items of Plant and Installation Services

General

1. The Price Schedules are divided into separate Schedules as follows:
Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad
Schedule No. 2: Plant and Mandatory Spare Parts Supplied from within the Employer's Country
Schedule No. 3: Design Services
Schedule No. 4: Installation and Other Services
Schedule No. 5: Grand Summary
Schedule No. 6: Recommended Spare Parts
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

Pricing

4. The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any alterations necessary due to errors, etc., shall be initialed by the Bidder.
As specified in the Bid Data Sheet and Particular Conditions of Contract, prices shall be adjustable in accordance with the PCC clause 11.2 for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.
For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.
8. The bid price is inclusive of all Environmental, Health and Safety management and compliance cost.

Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad

Name of Bidder

Signature of Bidder

Construction of 230kV Transmission Line and Substation at Araihaazar JEZ Area (Package-2)

Schedule No. 2: Plant and Mandatory Spare Parts Supplied from Within the Employer's Country

Item	Description	Quantity	Unit Price ^a		Total EXW Price ^a	Sales and other Taxes
			Local Currency	EXW Price ^b		
1	2	3	4	5	6 = 3 x 5	7
TOTAL Column 6 to be carried forward to Schedule No. 5: Grand Summary						

Name of Bidder _____

Signature of Bidder _____

^a Specify currency in accordance with ITB 15.1 of the BDS.^b Column 5 EXW Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Schedule No. 3: Design Services

Item	Description	Quantity	Unit Price ^a		Total Price ^a	
			Local	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
TOTAL Columns 6 and 7 to be carried forward to Schedule No. 5: Grand Summary						

Name of Bidder _____

Signature of Bidder _____

^a Specify currency in accordance with ITB15.1 of the BDS.

Schedule No. 4 - Installation and Other Services

Item	Description	Quantity	Unit Price ^a		Total Price ^a	
			Local	Foreign Currency Portion	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
1						
2						
3						
4						
5						
etc						
TOTAL Columns 6 and 7 to be carried forward to Schedule No. 5: Grand Summary						

Name of Bidder _____

Signature of Bidder _____

^aSpecify currency in accordance with ITB15.1 of the BDS.

Schedule No. 5: Grand Summary

Schedule No.	Title	Total Price ^a	
		Foreign	Local
1	Plant and Mandatory Spare Parts Supplied from Abroad		
2	Plant and Mandatory Spare Parts Supplied from Within the Employer's Country^b		
3	Design Services		
4	Installation and Other Services		
7	Specified provisional sum	JPY 30,400,000	
Grand Total to be carried forward to Letter of Price Bid			

Name of Bidder _____

Signature of Bidder _____

^a Specify currency in accordance with ITB15.1 of the BDS. Create additional columns for foreign currencies if so required.

Schedule No. 6: Recommended Spare Parts

Item	Description	Quantity	Unit Price ^a		Total Price ^a	
			EXW Local Parts Local Currency	CIP Imported Parts Foreign Currency	Local Currency Portion	Foreign Currency Portion
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
TOTAL						

Name of Bidder _____

Signature of Bidder _____

Schedule-7: Specified Provisional Sums

Item No.	Description	Amount	
		Local	Foreign
1		[sum]	[sum]
2		[sum]	[sum]
3			
4			

etc.			
xx	Cost of Dispute Board (DB)	[sum]	[sum]
	Total (carried forward to Grand Summary (C), p. __)	[sum]	[sum]

Notes for the Bidders

1. Provisional Sums included and designated above shall be expended in whole or in part at the direction of the Project Manager and in accordance with Sub-Clause 39.4 of Conditions of Contract. Notwithstanding the above, the Provisional Sum for the cost of the DB shall require no prior instruction of the Project Manager.
2. No Contractor's overhead charges or profit shall be included or payable on the Provisional Sum for the Cost of the DB.

Technical Proposal

- Site Organization
- Design Methodology
- Method Statement
- Mobilization Schedule
- Design, Supply and Installation Schedule
- Proposed Plant to be Supplied and Installed
- Health and Safety Plan
- Environmental Plan
- Functional Guarantee
 - Form FUNC: Functional Guarantee (Not used)
- Subcontractors/ Manufacturers
 - List of Subcontractors
 - Form MAN: Manufacturer's Authorization
- Personnel
 - Form PER-1: Proposed Personnel
 - Form PER-2: Resume of Proposed Personnel
- Constructon Equipment
 - Form EQU: Construction Equipment
- [*Others*]

Site Organization

1. The Bidder is required to outline the Management Structure for the Works by providing the following organization charts:

a) Head Office organization chart showing company structure, relationship between groups, divisions, subsidiaries and the like within the company. The relationship and interfaces with the site organization and any corporate functions that may be executed centrally on behalf of the site such as material procurement, quality audits, safety audits etc shall be indicated.

b) Site Organization charts showing management, supervisory and administration establishments. The charts shall show the structure of the management organization commencing with the site/construction managers and detail the respective positions of members of the line management assigned to the Works down to and including general foreman level. The charts shall show those personnel to be permanently assigned to the Works.

2. The Bidder shall submit the names of all personnel nominated to fill functional categories identified below and in the organization charts.

- Project Manager
- Engineering Representative
- Lead Engineers
- QA Manager (at Head Office)
- Site Manager
- Construction (Site) Manager
- Chief Supervisor for Transmission Line
- Chief Supervisor for Substation Equipment
- Chief Supervisor for Civil Works
- Health and Safety Manager
- QA Manager (at Site Office)
- Commissioning Manager (at Site Office)

3. If a functional category is identified that will be executed by a group rather than an individual, e.g. safety inspectors, then the number of personnel comprising the group shall also be identified.

[The Bidder shall insert the organization information.]

Design Methodology

The Bidder shall submit a design methodology which addresses as a minimum the following.

1. Design organizational arrangements for the design including team structure, roles and responsibilities, interface arrangements, review procedures and quality assurance procedures for approval.
2. Deliverables program.
3. Design statement setting out how the Employer's Requirements shall be achieved.
4. Statement of any value added that the Bidder contribute, including examples of innovative design properties.
5. Comments on the Employer's Requirements, including.
 - a) status of the information available and relevant design issues for the Works.
 - b) comments on any errors, defects or ambiguities noted in the Employer's Requirements and
 - c) details of any exceptions in the conceptual design taken with respect to the Employer's Requirements.
6. Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Contractor approach and commitment to sustainable design and construction practices.
7. Methodologies and response standards if consultation needs arise or changes in the design as a result of events that occur during Works implementation or the operation; and
8. Modify /include any other relevant information, as appropriate.

[The Bidder shall insert the design methodology.]

Method Statement

The Bidder shall submit the proposed execution methods for performance of the Work. These execution statements shall specifically address the topics listed below in addition to any other activities specified in the Scope of Work covered by the Bidder.

The statements are to be as succinct as possible but shall be fully comprehensive to enable a clear understanding as to how the Bidder shall execute the following Work.

- Civil Work
- Building Work
- Electrical Work (including test and commissioning)
- Mechanical Work (including test and commissioning)

[The Bidder shall insert the proposed Method Statement.]

Mobilization Schedule

1. Manpower Schedule

- 1.1 The Bidder shall provide manpower histograms specifying the number of operatives in the various trades proposed for the Works giving cumulative man hours both in total and per trade.
- 1.2 The Bidder shall provide a bar chart showing the proposed mobilization, duration and demobilizations periods and dates for the various members of the project management/execution team.
- 1.3 The Bidder shall provide details of labour sourcing for the Works. As a minimum:
 - Current overall labour force by trade.
 - Proposals for any manning up required to execute the Works including number of full-time personnel utilized, number of new employees being utilized, the use of agency, sub-contracted or similar personnel.

2. Construction Equipment and Facilities Schedule

- 1.4 The Bidder shall identify all construction equipment, heavy lift and mobile equipment it proposes to use in the execution of the Works, the expected number of the equipment, where that equipment will be deployed and the period of employment. The Bidder shall also indicate the schedule of the site office for the Contractor, the Employer and for the Consultant, respectively.

[The Bidder shall insert the Mobilization Schedule.]

Design, Supply and Installation Schedule

1. The Bidder shall provide the design and construction schedule in bar chart format showing how it is intended to meet the various completion and milestone dates outlined on this Bid. The Schedule shall address on a week by week basis all aspects of Bidder activities. This Schedule shall take full account of the Key Dates and Project Milestone.
2. Should the Bidder consider that completion is achievable in a shorter period than that currently defined, an alternative Schedule may be submitted indicating the reduced duration in addition the Schedule meeting the Key Dates.
3. The schedule spans the whole of the project and will be used to support the monthly report at project execution stage.
4. The schedule shall include all major milestones, major elements of design, engineering, procurement, construction, testing, commissioning and/or start-up. The following key activities shall be indicated.
 - a) Design and Engineering
 - b) Procurement and Manufacturing
 - c) Test and Inspection for Key Component
 - d) Shipment
 - e) Custom Clearance and Inland Transportation
 - f) Installation and Construction
 - g) Precomissioning
 - h) Commissioning

[The Bidder shall insert the Design and Construction Schedule.]

Proposed Plant to be Supplied and Installed

1. The Bidder shall provide detailed plant proposal with as many technical details, drawings, diagrams, catalogue, etc. as possible.
2. Technical Particular (Schedule-E of Volume 3 of 3 of the bidding document) shall be submitted after filling by the Bidder.

[The Bidder shall insert the description of Plant to be supplied and installed.]

Health and Safety Plan

[The Bidder shall insert the Health and Safety Plan.]

- (1) Description of the Works
- (2) Bidder's Corporate Policy on Health and Safety Management
- (3) Health and Safety Management System, Responsibility and Authority of Bidder's Personnel
- (4) Health and Safety Laws
- (5) Bidder's Safety Management System including Covid -19 prevention and protection plan complying with the latest declaration/notifications by the Government of Bangladesh.
- (6) Temporary Works
- (7) Temporary Facilities on Site
- (8) Safety Measures for Contractor's Design of the Permanent Works
- (9) Safety Plan for the Works
- (10) Safety Plan for Dangerous Work.
- (11) Permit to Work System
- (12) Safety Measures for Contractor's Equipment
- (13) Proposed Health and Safety Incentive Scheme
- (14) Safety Information Sharing and Communications Policy
- (15) Health and Safety Equipment, Facilities and Personal Protective Equipment (PPE)
- (16) Site Inspection Plan
- (17) Site Security
- (18) Policy for Preventing Traffic Accidents
- (19) Reporting Procedure for Unsafe Conditions and Behaviour
- (20) Accident Response Plan
- (21) Health Care Plan
- (22) Environmental, Temporary Works and Structural Monitoring Plans
- (23) Fire Response Plan
- (24) Emergency Response Plan
- (25) Monitoring and Review of Health and Safety Management Activities
- (26) Safety Induction Training
- (27) Skill Training
- (28) Legal Requirements

Environmental Plan

The Bidder shall provide the statement how to comply with the requirements contained in SECTION-26 Environmental and Social Considerations (Volume 2 of 3 of the bidding document).

The contractor shall comply with all applicable national, provincial and local environmental laws and regulations.

The Contractor shall: (a) comply with the measures and requirements relevant to the contractor set forth in the Environmental Impact Assessment (EIA) and the Approval letter from Department of Environment, Government of the Peoples Republic of Bangladesh as mentioned in Environmental Plan, Section IV and any small ethnic community peoples plan (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set out in Report; (b) make available a budget for all such environmental and social measures; (c) provide the Employer with a written notice of any unanticipated environmental, resettlement or small ethnic community peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the EIA or any small ethnic community peoples plan; (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and (e) fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.

Followings shall be attached with the Bid Document:

- 1.Environmental Impact Assessment (EIA)
- 2.Approval letter from Department of Environment, Government of the Peoples Republic of Bangladesh

[The Bidder shall insert the Environmental Plan.]

Schedule of Guarantees

[The Bidder shall provide, in the right column, the corresponding guaranteed value for each of the proposed item, which shall be issued by the Manufacturer and in their letterhead pad. If the bidder propose more than one manufacturer for Transformer, then the guaranteed value against individual Manufacturer shall be submitted]

Required Guaranteed item	Guaranteed Value
1. Power Transformer Average Guaranteed No-load loss (core-loss) in kW	
2. Power Transformer Average Guaranteed Load loss (copper + stray loss) at 75°C, in kW	
3. Power Transformer Guaranteed maximum Auxiliary/Cooler loss, in kW (total load of transformer cooling fans at transformer maximum continuous rating when all cooling fans are in operation, in kW)	
...	

List of Subcontractors

[The Bidder shall list below specialized subcontractors (if any) proposed by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification, Sub-Factor 2.4.2(b) as appropriate, in accordance with Section I, Instruction to Bidders, ITB 16.3 (in the case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in the case of Two-Stage One-Envelope Bidding), as appropriate.]

Also, the Bidder shall list below subcontractors for major item of the Plant as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. if applied, in accordance with Section I, Instruction to Bidders, ITB 16.3 (in the case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in the case of Two-Stage One-Envelope Bidding), as appropriate.

The completed list, once accepted by the Employer will be a contract document in accordance with the Contract Agreement.]

The List of Subcontractor becomes part of the contract document in accordance with GC Clause 19 and Appendix 5 to the Contract Agreement.

No.	Key Activity	Specialized Subcontractor	
		Name	Nationality

No.	Major Item of the Plant	Subcontractor	
		Name	Nationality

Form MAN: Manufacturer's Authorization

[In accordance with ITB 16.3 (in case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in case of Two-Stage One-Envelope Bidding), if the Bidder proposes, for the execution of the key activities or major items above, to supply and install any goods which the Bidder do not manufacture or otherwise produce, the Bidder shall require the manufacturers of the goods to be supplied and installed under the Contract to fill in this Form in accordance with the instructions indicated.]

This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.

When the Bidder proposes subcontractors other than manufacturers in accordance with EQC 1.1.3 or 2.4.2(b), Form MAN is still required. Accordingly the first paragraph of the main text should be revised as follows:

“We [insert complete name of subcontractor] do hereby authorize [insert complete name of Bidder] to submit a Bid, the purpose of which is to provide the following part of the Contract performed by us [insert name and/or brief description of the services], and to subsequently negotiate and sign the Contract.”]

Date: [insert date (as day, month and year) of Bid Submission]
IFB No.: [insert number of bidding process]

To: [Insert complete name of Employer]

WHEREAS

We [insert complete name of manufacturer or manufacturer's authorized agent], 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 Bidder] to submit a Bid the purpose of which is to provide the following goods, manufactured by us [insert name and/or brief description of the goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Contract, with respect to the goods offered by the above firm.

Name: [insert complete name of person signing the Bid]

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Form PER -1: Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1. 'Title of Position' shall be filled in with key positions as listed in the above Clause.]

1.	Title of position:
	Name:
2.	Title of position:
	Name:
3.	Title of position:
	Name:
4.	Title of position:
	Name:

Form PER -2: Resume of Proposed Personnel

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below.]

Name of Bidder:

Position:	
------------------	--

Personnel information	Name:	Date of birth:
	Professional qualifications:	

Present employment	Name of employer:	
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	E-mail:
	Job title:	Years with present employer:

[The Bidder shall summarize professional experience over the last 20 years, in a reverse chronological order. Indicate particular technical and managerial experience relevant to the position of the proposed personnel.]

From	To	Relevant Technical and Management Experience
		Company :
		Project :
		Position :
		Experience:
		Company :
		Project :
		Position :
		Experience:
		Company :
		Project :
		Position :
		Experience:
		Company :
		Project :
		Position :
		Experience:

Form EQU: Construction Equipment

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Form ELI -1	: Bidder Information Form
Form ELI -2	: JV Member Information Form
Form ELI -3	: Subcontractor Information Form
Form CON	: Historical Contract Non-Performance and Litigation
Form FIN -1	: Financial Situation
Form FIN -2	: Average Annual Turnover
Form FIN -3	: Financial Resources
Form FIN -4	: Current Contract Commitments
Form EXP -1	: General Experience
Form EXP -2(a)	: Specific Experience
Form EXP -2(b)	: Experience in Key Activities

Form ELI -1: Bidder Information Form

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[Bidders shall provide the following information. The documents listed/ stated as required shall be submitted as attachments hereto.]

Bidder's legal name: <i>[insert full name]</i>
In case of a JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert mailing address]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -2: JV Member Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Bidder's legal name: <i>[insert full name]</i>
JV Member's legal name: <i>[insert full name of Bidder's party]</i>
JV Member's country of registration: <i>[insert country of registration]</i>
JV Member's year of incorporation: <i>[insert year of incorporation]</i>
JV Member's legal address in country of registration: <i>[insert mailing address]</i>
JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -3: Subcontractor Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b), as appropriate or the subcontractors for major items of the Plant as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. The documents listed/ stated as required shall be submitted as attachments hereto.]

Bidder's legal name: <i>[insert full name]</i>
Subcontractor's legal name: <i>[insert full name of Bidder's party]</i>
Subcontractor's country of registration: <i>[insert country of registration]</i>
Subcontractor's year of incorporation: <i>[insert year of incorporation]</i>
Subcontractor's legal address in country of registration: <i>[insert mailing address]</i>
Subcontractor's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance and Litigation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, since 1st January [the Employer shall insert year]: [The Bidder shall indicate the applicable wording below by checking the appropriate box] ☐ contract non-performance did not occur. ☐ contract non-performance occurred as indicated below:			
Year	performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	- Contract Identification: [insert complete contract name, number, and any other identification] - Name of Employer: [insert full name] - Address of Employer: [insert mailing address] - Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] - E-mail address: [insert E-mail address] - Reason(s) for non-performance: [indicate main reason(s)]	[insert current value, currency, exchange rate and USD equivalent]

2. Pending Litigation

Pending Litigation				
In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate: [The Bidder shall choose the relevant wording below by checking the appropriate box] ☐ there is no pending litigation involving the Bidder. ☐ there is pending litigation involving the Bidder as indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount
[insert year]	[insert amount]	[insert percentage]	- Contract Identification: [insert complete contract name, number, and any other identification] - Name of Employer: [insert full name] - Address of Employer: [insert mailing address] - Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] - E-mail address: [insert E-mail address] - Party who initiated Litigation: [insert "Employer" or "Contractor"] - Matter in dispute: [insert main issues in dispute]	[insert current value, currency, exchange rate and USD equivalent]

3. Litigation History

Litigation History		
In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, since 1st January [<i>the Employer shall insert year</i>]: [<i>The Bidder shall choose the relevant wording below by checking the appropriate box</i>] ☐ there are no court orders against the Bidder. ☐ there are court orders against the Bidder as indicated below:		
Year of award	Contract Identification	Total Contract Amount
[<i>insert year</i>]	- Contract Identification: [<i>indicate complete contract name, number, and any other identification</i>] - Name of Employer: [<i>insert full name</i>] - Address of Employer: [<i>insert mailing address</i>] - Telephone/Fax numbers: [<i>insert telephone/fax numbers, including country and city codes</i>] - E-mail address: [<i>insert E-mail address</i>] - Matter in dispute: [<i>indicate main issues in dispute</i>] - Party who initiated litigation: [<i>indicate "Employer" or "Contractor"</i>] - Abstract of the Court Order: [<i>state concisely the court order concerning main issues in dispute</i>]	amount, currency, exchange rate and USD equivalent]

Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] page

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					
Information from Cash Flow Statement					
Cash Flow from Operating Activities					

2. Financial documents

The Bidder and its parties shall provide copies of the financial statements¹ for the number of years indicated in the relevant Prequalification criteria or Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1, as appropriate. The financial statements shall:

- (a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the number of years required above, and complying with the requirements.

Notes for the Bidders

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN -2: Average Annual Turnover

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

Annual Turnover Data			
Year	Amount and Currency	Exchange Rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Turnover ¹			

Notes for the Bidders

1. Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.

Form FIN -3: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.]

Financial Resources		
No.	Source of financing ¹	Amount (USD equivalent)
1		
2		
3		

Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

Form FIN -4: Current Contract Commitments

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

[The Bidder and each member should provide information on their current commitments on all contracts that have been awarded, or for which a Letter of Intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.]

Current Contract Commitments						
No.	Name of Contract	Employer's Mailing Address, Tel, Fax.	Value of Outstanding Work [Current USD Equivalent]	Commencement Date	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1						
2						
3						
4						
5						

Form EXP -1: General Experience

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1 and list contracts chronologically, according to their commencement (starting) dates.]

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	- Contract name: <i>[insert full name]</i> - Brief description of the contract performed by the Bidder: <i>[describe contract performed briefly]</i> - Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and USD equivalent]</i> - Name of Employer: <i>[indicate full name]</i> - Address: <i>[indicate mailing address]</i>	<i>"Prime Contractor (single entity or JV member)" or "Subcontractor"</i>

Form EXP -2(a): Specific Experience

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated in the form shall be submitted as attachments hereto.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]

Contract of Similar Size and Nature			
Similar Contract No.	Information		
<i>[insert number] of [insert number of similar contracts required]</i>			
Contract Identification	<i>Contract name and reference identification number, if applicable]</i>		
Award Date	<i>ay, month, year, e.g., 15 June 2015]</i>		
Completion Date	<i>ay, month, year, e.g., 03 October 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor		
	Single entity ☐	JV member ☐	
Total Contract Amount	<i>total contract amount and currency(ies)]</i>	<i>sert exchange rate and total contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>ercentage participation]</i>	<i>tal contract amount and currency(ies)]</i>	<i>sert exchange rate and total contract amount in USD equivalent]</i>
	<i>participation in JV and work performed]</i>		
Employer's Name:	<i>ll name]</i>		
Address:	<i>ailing address]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and</i>		

Contract of Similar Size and Nature	
Similar Contract No.	Information
[insert number] of [insert number of similar contracts required]	
E-mail:	city area codes] [insert E-mail address, if available]
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical Size of Required items	physical size of items]
2. Complexity	description of complexity]
3. Construction Methods/ Technology	specific aspects of the methods/ technology involved in the contract]
4. Other Characteristics	other characteristics as described in Section VI, Employer's Requirements]
Attached herewith are the copies of originals of: (a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a). (b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the contract above-mentioned contract has been successfully completed.	

Form EXP -2(b): Experience in Key Activities

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

Subcontractor's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

1. Summary of Key Activities

[Fill out if the Bidder is a Single Firm/JV or proposes specialized subcontractors for the execution of any of the key activities]

Summary of Single Firm/JV Member/ Subcontractor for Key Activities		
Key Activity		Single Firm/JV Member/ Subcontractor
No	Description	
1	ame of Activity No. 1]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] _____ _____
2	ame of Activity No. 2]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] _____ _____
3	ame of Activity No. 3]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] _____ _____
4	ame of Activity No. 4]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] _____ _____
etc.	_____	_____

2. Contract Information

Key Activity No (1): [insert name of Key Activity]

[Fill out one (1) form per contracts performed by the Bidder (Single Firm/ JV member/ specialized subcontractor as listed in the Summary of Key Activities above in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b). The documents listed/ stated as required shall be submitted as attachments hereto.]

(i) [insert full name of Single Firm, JV Member's/ Subcontractor's Legal Name]

Contract with Similar Key Activities		
Item	Information	
Contract Identification	Contract name and number, if applicable]	
Award Date	Day, month, year, e.g., 15 June 2015]	
Completion Date	Day, month, year, e.g., 03 October 2017]	
Role in Contract [check the appropriate box]	Prime Contractor Entity ☐ Member ☐	Subcontractor ☐
Total Contract Amount	Total contract amount and currency(ies)]	Insert Exchange rate and total contract amount in USD equivalent]
[Insert brief description of the Activity No. (1)]	briefly how the corresponding minimum requirement is met]	
Employer's Name:	Full name]	
Address:	Mailing address]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail:	[insert E-mail address, if available]	
Attached herewith are the copies of originals of: (a) abstracts of contract documents, sub-contract agreements, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b). (b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)),		

Contract with Similar Key Activities
evidencing that the contract above-mentioned contract has been successfully completed.

Key Activity No. (2):

(ii) [*insert full name of Single Firm, JV Member's/ Subcontractor's Legal Name*]

Key Activity No. (3):

(iii) [*insert full name of Single Firm, JV Member's/ Subcontractor's Legal Name*]

Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for *[insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1]* is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors

shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

- E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent act or practise under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (2) JICA Bangladesh office

Tel: +880-2-22229-1897

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Employer or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[insert name of signatory; title]

For and on behalf of

[insert name of the Bidder]

Date: *[insert date]*

Form of Bid Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert its name and address]*

IFB No.: *[insert number of Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]*.

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in words]* (*[insert amount in figures]*) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letters of Technical Bid and Price Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

Section V. Eligible Source Countries of Japanese ODA Loans

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

PART 2 - EMPLOYER'S REQUIREMENTS

Section VI. Employer's Requirements

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Scope of Supply of Plant and Installation Services by the Contractor

Please refer to Volume 3 and 3 of the Bidding Document.

Technical Specifications

Please refer to Volume 2 of 3 of the Bidding Document:

- Volume 2 of 3 (Transmission Line)**
- Volume of 2 of 3 (Substation)**

Technical Data Schedules and Guarantees

Please refer to Volume 3 of the Bidding Document.

Drawings

Please refer to Volume 2 of the Bidding Document.

Forms and Procedures

CONTENTS

1. Form of Completion Certificate
2. Form of Operational Acceptance Certificate
3. Change Order Procedure
4. Change Order Forms

Form of Completion Certificate

Date: *[insert date]*

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to GC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[insert date of contract]*, relating to the *[brief description of the Facilities]*:

We hereby notify you that *[insert "the whole of the Facilities as described above" or description of the relevant part of the Facilities, as appropriate]* was/ were complete on *[insert date of completion]*, in accordance with the terms of the Contract.

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of any work on the Facilities or of any part thereof in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

Form of Operational Acceptance Certificate

Date: *[insert date]*

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to GC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[insert date of contract]*, relating to the *[brief description of the Facilities]*, we hereby notify you that the Functional Guarantees of *[insert “the whole of the Facilities as described above” or description of the relevant part of the Facilities, as appropriate]* were satisfactorily attained on *[insert date of operational acceptance]*.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

Change Order Procedure

CONTENTS

1. General
2. Change Order Log
3. References for Changes

1. General

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GC Clause 39 (*Change in the Facilities*) of the General Conditions of the Contract.

2. Change Order Log

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Form 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

3. References for Changes

- (1) Request for Change as referred to in GC Clause 39 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GC Clause 39 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GC Clause 39 shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GC Clause 39 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GC Clause 39 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's head office and the Site representatives of the Employer shall have the following respective references:

Home Office	CR-H-nnn
Site	CR-S-nnn

- (b) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

Change Order Forms

CONTENTS

- Form 1: Request for Change Proposal
- Form 2: Estimate for Change Proposal
- Form 3: Acceptance of Estimate
- Form 4: Change Proposal
- Form 5: Change Order
- Form 6: Pending Agreement Change Order
- Form 7: Application for Change Proposal
- Form 8: Change Order Log

Form 1. Request for Change Proposal

(Employer's Letterhead)

To: *[insert Contractor's name and address]*Date: *[insert date]*Attention: *[insert name and title]*Contract Name: *[insert Contract name]*Contract Number: *[insert Contract number]*

Dear Sirs,

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert number of days]* days of the date of this letter *[or on or before (date)]*.

1. Title of Change: *[insert title]* _____
2. Change Request No.: *[insert number]* _____
3. Originator of Change: Employer: *[insert name of Employer]* _____
Contractor (by Application for Change Proposal No. *[insert number]*) _____
4. Brief Description of Change: *[insert description]* _____
5. Facilities and/or Item No. of equipment related to the requested Change: *[insert description]* _____
6. Reference drawings and/or technical documents for the request of Change:

Drawing No./Document No.	Description

7. Detailed conditions or special requirements on the requested Change: _____
8. General Terms and Conditions:
 - (a) The estimate shall show what effect the requested Change will have on the Contract Price.

- (b) The estimate shall include the Contractor's claim for the additional time, if any, for completion of the requested Change.
- (c) If the Contractor has any opinion negative or critical to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, the Employer shall be informed of such opinion in the proposal of revised provisions.
- (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
- (e) The Contractor shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Form 2. Estimate for Change Proposal

(Contractor's Letterhead)

To: *[insert Employer's Name and address]*

Date: *[insert date]*

Attention: *[insert name and title]*

Contract Name: *[insert Contract name]*

Contract Number: *[insert Contract number]*

Dear Sirs,

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GC Sub-Clause 39.2.1 of the General Conditions of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GC Sub-Clause 39.2.2 of the General Conditions of the Contract, is required before estimating the cost for change work.

1. Title of Change: *[insert title]* _____
2. Change Request No./Rev.: *[insert number]* _____
3. Brief Description of Change: *[insert description]* _____
4. Scheduled Impact of Change: *[insert description]* _____
5. Cost for Preparation of Change Proposal: *[insert cost]* _____¹

(a) Engineering	(Amount)
-----------------	----------

(i) Engineer	_____ hrs	x	_____ rate/hr	=	_____
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(ii) Draftsperson	_____ hrs	x	_____ rate/hr	=	_____
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Sub-total	_____ hrs				
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Total Engineering Cost	_____
------------------------	-------

(b) Other Cost	_____
----------------	-------

¹ Cost shall be in the currencies of the Contract.

Total Cost (a) + (b)

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Form 3. Acceptance of Estimate

(Employer's Letterhead)

To: *[insert Contractor's name and address]*Date: *[insert date]*Attention: *[insert name and title]*Contract Name: *[insert Contract name]*Contract Number: *[insert Contract number]*

Dear Sirs,

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *[insert title]* _____
2. Change Request No./Rev.: *[insert number]* _____
3. Estimate for Change Proposal No./Rev.: *[insert number]* _____
4. Acceptance of Estimate No./Rev.: *[insert number]* _____
5. Brief Description of Change: *[insert description]* _____
6. Other Terms and Conditions: In the event that that the Employer decide not to order the Change accepted, the Contractor shall be entitled to compensation for the cost of preparation of Change Proposal described in the Contractor's Estimate for Change Proposal mentioned in 3 above, in accordance with GC Clause 39 of the Conditions of the Contract.

(Employer's Name)_____
(Signature)_____
(Name and Title of signatory)

Form 4. Change Proposal

(Contractor's Letterhead)

To: *[insert Employer's Name and address]*Date: *[insert date]*Attention: *[insert name and title]*Contract Name: *[insert Contract name]*Contract Number: *[insert Contract number]*

Dear Sirs,

In response to your Request for Change Proposal No. *[insert number]*, we hereby submit our proposal as follows:

1. Title of Change: *[insert title]* _____
2. Change Proposal No./Rev.: *[insert number]* _____
3. Originator of Change: Employer: *[insert name of Employer]* _____
Contractor: *[insert name of Contractor]* _____
4. Brief Description of Change: *[insert description]* _____
5. Reasons for Change: *[insert reason]* _____
6. Facilities and/or Item No. of Equipment related to the requested Change: *[insert description]* _____
7. Reference drawings and/or technical documents for the requested Change:

Drawing No./Document No.	Description

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:¹

(Amount)

- (a) Direct material _____
- (b) Major construction equipment _____
- (c) Direct field labour (Total ____ hrs) _____
- (d) Subcontracts _____
- (e) Indirect material and labour _____
- (f) Site supervision _____
- (g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

- (h) Extraordinary costs (computer, travel, etc.) _____
- (i) Fee for general administration, _____ % of Items _____
- (j) Taxes and customs duties _____

Total lump sum cost of Change Proposal _____
(Sum of items (a) to (j))

Cost to prepare Estimate for Change Proposal _____
(Amount payable if Change is not accepted)

9. Additional Time for Completion required due to Change Proposal

10. Effect on the Functional Guarantees

11. Effect on the other terms and conditions of the Contract

¹ Increase and/or decrease to the Contract Price shall be in the currencies of the Contract.

12. Validity of this Proposal: within [number] days after receipt of this Proposal by the Employer
13. Other terms and conditions of this Change Proposal:
 - (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within [number] days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
 - (c) Contractor's cost for preparation of this Change Proposal:
[Note: This cost shall be reimbursed by the Employer in case of Employer's withdrawal or rejection of this Change Proposal without default of the Contractor in accordance with GC 39 of the Conditions of the Contract.]

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Form 5. Change Order

(Employer's Letterhead)

To: *[insert Contractor's name and address]*Date: *[insert date]*Attention: *[insert name and title]*Contract Name: *[insert Contract name]*Contract Number: *[insert Contract number]*

Dear Sirs,

We approve the Change Order for the Facilities specified in the Change Proposal (No. *[insert number]*), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GC Clause 39 of the Conditions of the Contract.

1. Title of Change: *[insert title]* _____
2. Change Request No./Rev.: *[insert number]* _____
3. Change Order No./Rev.: *[insert number]* _____
4. Originator of Change: Employer: *[insert name of Employer]* _____
Contractor: *[insert name of Contractor]* _____
5. Authorized Price:

Ref. No.: *[insert number]* _____ Date: *[insert date]* _____
Foreign currency portion: *[insert amount]* _____ plus Local currency portion:
[insert amount] _____
6. Adjustment of Time for Completion

None Increase *[insert number]* days Decrease *[insert number]* days
7. Other effects, if any

Authorized by: _____ Date: _____
(Employer)

Accepted by: _____ Date: _____
(Contractor)

Form 6. Pending Agreement Change Order

(Employer's Letterhead)

To: *[insert Contractor's name and address]*Date: *[insert date]*Attention: *[insert name and title]*Contract Name: *[insert Contract name]*Contract Number: *[insert Contract number]*

Dear Sirs,

We instruct you to carry out the work in the Change Order detailed below in accordance with Clause 39 of the Conditions.

1. Title of Change: *[insert title]* _____
2. Employer's Request for Change Proposal No./Rev.: *[insert number]* _____
dated: *[insert date]* _____
3. Contractor's Change Proposal No./Rev.: *[insert number]* _____
dated: *[insert date]* _____
4. Brief Description of Change: *[insert description]* _____
5. Facilities and/or Item No. of equipment related to the requested Change: *[insert description]* _____
6. Reference Drawings and/or technical documents for the requested Change:

<u>Drawing/Document No.</u>	<u>Description</u>
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Form 7. Application for Change Proposal

(Contractor's Letterhead)

To: *[insert Employer's Name and address]*Date: *[insert date]*Attention: *[insert name and title]*Contract Name: *[insert Contract name]*Contract Number: *[insert Contract number]*

Dear Sirs,

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: *[insert title]* _____
2. Application for Change Proposal No./Rev.: *[insert number]* _____ dated: *[insert date]* _____
3. Brief Description of Change: *[insert description]* _____
4. Reasons for Change: *[insert reason]* _____
5. Order of Magnitude Estimation (in the currencies of the Contract): *[insert amount]* ____
6. Scheduled Impact of Change: *[insert scheduled impact]* _____
7. Effect on Functional Guarantees, if any: *[insert effect, if any]* _____
8. Appendix:

(Contractor's Name)_____
(Signature)_____
(Name of signatory)_____
(Title of signatory)

Form 8. Change Order Log

[The Contractor shall prepare an up-to-date Change Order Log, in accordance with Clause 2 of the Change Order Procedure, and attach a copy of it to the monthly progress report to be submitted to the Employer.]

Supplementary Information

Project Country: The works will be performed in Bangladesh.

Contract Site: The project site is JEZ area in Araihaazar, Narayanganj.

Port Facilities and Transport to Site

Chattagram, Dhaka, Narayanganj, Benapole and Mongla are the ports of entry for material to Bangladesh by sea and road. Inland transport from Chittagong, Narayanganj, Benapole and Mongla to the site can be by barge or road.

The Contractor is responsible for performing all dispatch, shipment, delivery, unloading, inland transportation and obtaining all approvals and consents etc. necessary for the movement of plant and contractors equipment from the port to the site.

Where heavy loads are to be moved, the Contractor shall be responsible for performing surveys of the roads to ensure that all portions have adequate load bearing capacity.

A comprehensive method statement shall be submitted to the Employer/ Employer detailing the proposed transport route(s) and requirements. Plans indicating all bridges, ducts, culverts, railway crossings, overhead lines, water mains etc., and their load bearing capacity or clearances as appropriate shall be given together with proposed means of achieving the transportation requirements. Any reinforcement, strengthening, modifications or temporary works required to obtain the necessary capacity shall be the responsibility of the contractor. The cost of the above is to be included in the Bid price.

No plant is to be consigned to Bangladesh by air freight without the prior written approval of the Employer.

Site Data

Please refer to Volume 3 of 3 of the Bidding Document.

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII. General Conditions (GC)

The General Conditions governing this Contract are the Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Plant Design, Supply and Installation (version 2.1) published by JICA in May, 2021. Those General Conditions of Contract are available on the JICA's web site shown below:

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

A copy of these General Conditions is not attached to these Bidding Documents/this Contract.

APPENDIX

General Conditions of Dispute Board Agreement

1

Definitions

Each “Dispute Board Agreement” is a tripartite agreement by and between:

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the “DB” and, where this is the case, all references to the “Other Members” do not apply, or
 - (ii) one of the three persons who are jointly called the “DB” (or “Dispute Board”) and, where this is the case, the other two persons are called the “Other Members”.

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract” and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2

General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Effective Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than seventy (70) days’ notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of

this period.

3

Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4

General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the

Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);

- (e) comply with the annexed procedural rules and with GC Sub-Clause 45.3;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the work on the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5 -----

**General Obligations
of the Employer and
the Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed

in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under GC Sub-Clause 45.3, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6

Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on twenty-eight (28) days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Operational Acceptance Certificate is issued for the

whole of the Facilities.

With effect from the first day of the calendar month following the month in which Operational Acceptance Certificate is issued for the whole of the Facilities, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first twenty-four (24) calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PC shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full

within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of the amount which the Employer is responsible for these invoices (the Regular Cost and one-half of the Non-Regular Cost). The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of the amount which the Contractor is responsible for, including any additional excess of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GC Sub-Clause 12.4.

If the Member does not receive payment of the amount due within seventy (70) days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7

Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving forty-two (42) days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8

Default of the

If the Member fails to comply with any of his obligations under

Member

Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9**Disputes**

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Annex PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than one hundred forty (140) days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than seventy (70) days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Contract and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Project Manager and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DB in accordance with GC Sub-Clause 45.3, the DB shall proceed in accordance with GC Sub-Clause 45.3 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation

and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any Party who received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures,
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and
 - (i) appoint, should the DB so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.
9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with GC Sub-Clause 45.3, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:
 - (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;

- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

Section VIII. Particular Conditions

Particular Conditions

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Conditions	Sub-Clause	Data
Borrower's name	1.1	Government of the People's Republic of Bangladesh
Contractor's name and address	1.1 & 4.1	<i>[insert Contractor's name and address]</i>
Contractor's representative's name	1.1	<i>[insert the name of the Contractor's Representative]</i>
Employer's name and address	1.1 & 4.1	Employer: Power Grid Company of Bangladesh (PGCB) Limited Address: PGCB Head Office, 2nd Floor, Aftabnagar, Badda, Dhaka-1212, Bangladesh Co-Employer: Bangladesh Economic Zone Authority (BEZA) Address: Prime Minister's Office, Biniyog Bhaban (7th, 8th & 9th floor) E-6/B Agargaon, Sher-e-Bangla Nagar, Dhaka-1207
Project Manager's name and address	1.1 & 4.1	Name and address will be provided in the Contract Agreement during Contract signing.
Sections of the Facilities	1.1	Not Applicable.
Law governing Contract and used for its interpretation	5.1	the laws of the People's Republic of Bangladesh
Ruling language	5.2	English
Language for communications	5.3	English
Period for supply of Spare Parts (Mandatory Spare Parts and Recommended Spare Parts)	7.3(a) and (b)	five (5) years .

Conditions	Sub-Clause	Data
Time for Completion	8.2	The Time for Completion of the whole of the Facilities shall be 540 days from the Effective Date.
Contractor's Responsibilities	9.8	Following new clause added after 9.6 The Contractor shall obtain temporary rights-of-way for the mobilization of materials for the purpose of construction of transmission lines which are necessary for the Works in accordance with the Resettlement Plan (RP). The Employer shall monitor Contractor's activity, secure necessary budget, pay actual compensation cost and ensure timely disbursement of compensation and other entitlements to the Contractor in accordance with the RP and the Development Project Proposal (DPP) as updated from time to time. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works in accordance with the RP.
Employer's Responsibilities: Number of Days for Site Access and Possession	10.2	By the Effective Date
Employer's Responsibilities:	10.3	Replacing Clause GC 10.3 with the following: Employer shall give administrative support to accord permits, approvals and/or licenses from local, state or national government authorities or public service undertakings in the country where the Site is located. The Contractor shall acquire and pay for all permits, approvals and/or licenses from local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require to obtain in the Employer's name, (b) are necessary for execution of the Contract, including those required for the performance by both the contractor and the Employer of

Conditions	Sub-Clause	Data
		their respective obligations under the Contract.. The cost of acquiring such permits, approvals and/or licenses shall be deemed to be included in the Contract Price.
Employer's Responsibilities:	10.6	Replacing Clause GC 10.6 with the following. The Employer shall provide sufficient, properly qualified operating and maintenance personnel for Pre-commissioning, Commissioning and Guarantee Tests. The Contractor shall supply any raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters for Pre-commissioning, Commissioning and Guarantee Tests. The Contractor shall perform Pre commissioning, Commissioning and Guarantee Tests in accordance with the terms and conditions of the Contract, Employer's representative will witness the tests and certify accordingly.
Employer's Responsibilities:	10.7	Replacing Clause GC 10.7 with the following. The Employer shall be responsible for the continued operation of the Facilities after Commissioning, in accordance with GC clause 25. However, Contractor shall not be relieved of his other obligation/responsibilities as are specified in the Contract.
Contract Price	11.2	Contract Price shall be adjusted in accordance with the provisions of Appendix-2 (Price Adjustment) to the Contract Agreement and on the actual quantity of Plant and Installation Services completed by the Contractor during the Contract Execution Stage. Payment will be made on the actual quantity of Plant and Installation Services that will be completed by the Contractor during the Contract Execution Stage.

Conditions	Sub-Clause	Data
JICA The Disbursement Procedure (a) local currency (b) foreign currency	12.3(a) 12.3(b)	(a) Local currency: <i>Transfer Procedure of JICA , which can be found in the following website link:</i> <i>[https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure]</i> (b) Foreign currency: <i>Transfer and/or commitment procedure, which can be found in the following website link:</i> <i>[https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure]</i>
Advance payment	13.2.1	10 % of the Contract Price for the whole of the Facilities or each part thereof as indicated in Appendix 1 (<i>Payment Terms and Procedures</i>) and in the same currency(ies) of in which the Contract Price or such part thereof is denominated.
Performance Security	13.3.1 & 13.3.2	The performance security shall be in the form of the demand guarantee as per form included in Section 9 (Contract Forms) in the amount(s) of 10% of the Contract Price and in the same currency(ies) in which the Contract Price is denominated. In case the institution issuing the security is located outside of Bangladesh, it shall have a correspondent financial institution located in the territory of Bangladesh to make it enforceable.
The Contractor's Liabilities as to the payment taxes and duties:	14.1	The following paragraphs are added at the end of the Sub-Clause 14.1: While making payment to the Contractor or instructing the respective bank to effect the payment to the Contractor, the Co-employer is entitled to deduct income tax at source at applicable rate(s), which is required as per law of the Employer's country from Schedule 2, 3 & 4. In the event of withholding of income tax, the same shall be withheld and deposited to the govt. exchequer in the credit of Contractor by the Employer as per

Conditions	Sub-Clause	Data
		prevailing law of the Employer's country and evidence thereof shall be furnished to the Contractor. The Contractor shall be entirely responsible for payment of all taxes including sales tax or VAT, stamp duties, licence fees and other such levies imposed inside the Employer's country, for purchasing any goods or services by them from any supplier(s), which may be required in the course of supply of all items and services mentioned in this contract.
	14.2	Sub-Clause 14.2 is replaced with the following: a. Any material import from abroad under price schedule No.1 shall be considered as the direct import of the Employer/Co-employer. Employer/Co-employer shall bear and promptly pay all relevant customs and import duties as well as other local taxes, e.g., a value added tax (VAT), advance income tax (AIT) and other charges, which imposed by the law of the country, that are to be incorporated into the facilities. Accordingly, the items under-price schedule No.1 shall be quoted exclusive of customs duties, VAT, AIT and other relevant duties and taxes related to custom clearance. Applicable VAT at the time of making payment to the Contractor as VDS (VAT deduction at source) for any or all of the items under the price schedule of this contract shall bear by the Co-employer and deposit the same to the govt. exchequer as per prevailing law of the Co-employer's Country. The Bidder shall quote bid-prices of all items of the price schedules under this contract exclusive of VDS. The Contractor shall be entirely responsible for payment of all taxes including sales tax or VAT, stamp duties, licence fees and other such levies imposed outside the Employer's country. b. The Employer shall not be responsible for the payment of Customs Duties and VAT at Customs Clearing stage for the items specified in

Conditions	Sub-Clause	Data
		Price Schedule No.4 .The Contractor shall be responsible for the payment of customs duties and VAT, income tax, other charges and levies for the items imported for civil works material specified in Price Schedule No.4. c. The Contractor shall, at his cost and expense, secure any work permit, labour permit, tax clearance, tax exemption certificate and any other authorization, which may be required by the Government of Bangladesh to permit imported personnel of Contractor and his Subcontractors to perform their work at site. d. The Contractor shall be liable to the Employer for customs duties and taxes paid by the Employer/ Co-employer, and for other lawful taxes which may be or may become payable on the Contractor's equipment, tools and supplies imported for the works and subsequently sold in Bangladesh. The Contractor has to obtain the permission of the Employer prior to any sale. e. To obtain the necessary import permits and satisfy the requirements of the customs authorities, the Employer requires the following documentation: Within 60 days of contract signature, the Contractor shall submit a detailed delivery schedule of plant he is to provide under the contract, indicating the type of equipment, name of the Manufacturer and country of origin. Six copies of the schedule have to be submitted to the Employer. On behalf of the Government of Bangladesh, the Ministry of Commerce annually issues a schedule of import-protected items. The Contractor shall be responsible for advising the Project Manager of any plant he intends to ship under the contract, which is import-protected. The Project Manager has to receive this advice at least four months before the plant reaches Bangladesh in order to permit

Conditions	Sub-Clause	Data
		the Employer to obtain the necessary import permits. For the shipment of plant, shipping documents need to be distributed as follows: (i) To the Company Secretary, Power Grid Company of Bangladesh Ltd, Aftabnagar, Badda, Dhaka 1212: 1 original plus 10 copies of the invoices endorsed by the Contractor 1 negotiable plus 10 copies of the bill of lading endorsed by the Contractor 1 original plus 10 copies of the insurance certificate 10 copies of packing lists 10 copies of the freight memo 1 original plus 10 copies of the certificate of origin 10 copies of the insurance invoice 10 copies of the application for payment 10 copies of the pre-shipment inspection certificate or waiver thereof (ii) To the Project Manager: 2 copies of the above documentation (iii) To the Representative of Project Manager: 2 copies of the above documentation. f. Import licenses and permits for the plant shall be obtained by the Employer at no cost to the Contractor. No import and export customs duties levied on food of any sort or personal effects imported for consumption by the Contractor's imported personnel shall be paid by the Employer. g. If, however, after payment of customs and import duties by the Employer, goods are discovered to have arrived in Bangladesh in such

Conditions	Sub-Clause	Data
		a badly damaged condition due to the Contractor's negligence that they have to be replaced by the contractor, the Contractor will be responsible for the payment of the customs and import duties levied on all of the replacement of the imported plant and machinery. h. The Contractor will be responsible for payment of all costs, with the exception of those costs that are specifically to the account of the Employer as described in PCC 14.2(a), related to clearances of plant and Contractor's equipment at the port of entry. The Contractor shall perform all necessary customs formalities for clearance of materials from the port in consultation with PGCB. i. It is the Contractor's responsibility to ensure that all negotiable shipping documentation and all necessary import information are forwarded to the Employer so the Employer receives them in Bangladesh at least 14 days prior to the arrival of the ship in the Bangladesh port. Demurrage and any other charges resulting from the lack of documents or incorrect documentation received in Bangladesh shall be to the Contractor's account
Period for Project Manager's approval/ review of technical documents.	20.3.2	Period for Project Manager's approval/ review of technical documents shall be twenty one (21) days.
Environmental Management Plan	22.11	Following Sub-clause 22.11 shall be added at the end of sub-clause 22.10- The contractor shall comply with all applicable national, provincial and local environmental laws and regulations. The Contractor shall: (a) comply with the measures and requirements relevant to the contractor set forth in the Environmental Impact Assessment (EIA) and the Approval letter from Department of Environment, Government of the Peoples Republic of Bangladesh as mentioned in Environmental Plan, Section IV and any small ethnic community peoples plan (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set out in Report; (b) make available a

Conditions	Sub-Clause	Data
		budget for all such environmental and social measures; (c) provide the Employer with a written notice of any unanticipated environmental, resettlement or small ethnic community peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the EIA or any small ethnic community peoples plan; (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and (e) fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.
Normal working hours	22.4.5	Normal working hours are from 9:00 am to 5:00 pm
Period for completion of guarantee test	25.2.2	2(Two) Months from the date of Completion.
Liquidated damages a. For failure to attain completion time guarantee	26.2	Applicable rate for liquidated damages: 0.5% (zero point five percent) of the contract price or the relevant part thereof per week.
Maximum amount of liquidated damages a. For failure to attain completion time guarantee	26.2	10 % of the Contract Price.
Bonus for early Completion a. Amount/ rate of bonus	26.3	This entire CD 26.3 is not applicable.
b. Maximum amount of bonus		Not Applicable
Defects Liability Period	27.2	365 days.
Limitation of liability	30.1(b)	The multiplier of the Contract Price shall be: 1.5
Periods for submission of evidence of insurance		
a. by Contractor	34.3	28 days

Conditions	Sub-Clause	Data
b. by Employer	34.5	Deleted.
Provisional Sums	39.4(b)	This entire CD 39.4(b) is not applicable
Date by which the DB shall be appointed	45.1	<i>28 day after the Effective Date</i>
The DB shall be comprise of	45.1	3 (three) members.
Appointment (if not agreed) to be made by	45.2	International Chamber of Commerce (ICC)

Section IX. Contract Forms

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Letter of Acceptance

[on letterhead paper of the Employer]

[insert date]

To: *[insert name and address of the Contractor]*

Subject: *Notification of Award Contract No.*____

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and the number of the lot as stated in BDS]* for the Contract Price in the aggregate of *[insert amount in words and figures]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[Name of the Employer]*.

You are requested to furnish the Performance Security within twenty-eight (28) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Memoranda *[Insert the list of memoranda (if any) as referred in GC Sub-Clause 1.1 (definition of the Letter of Acceptance.)]*

Contract Agreement

THIS AGREEMENT is made the _____ day of _____, _____,
BETWEEN

(1) [*insert name of Employer*], a corporation incorporated under the laws of [*insert country of Employer*] and having its principal place of business at [*insert address of Employer*] (hereinafter called “the Employer”), and (2) [*insert name of Contractor*], a corporation incorporated under the laws of [*insert country of Contractor*] and having its principal place of business at [*insert address of Contractor*] (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. [*insert list of Facilities*] (hereinafter called “the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents	1.1 <u>Contract Documents</u> (Reference General Conditions (“GC”) Clause 2) The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract: (a) This Contract Agreement and the Appendices hereto (b) Power of Attorney issued by Contractor for signing the Contract. (c) Performance Security (d) Minutes of Pre-Contract Meeting(s), if any (e) Price Schedules including arithmetic correction and/or discount (if any) (f) Letter of written and Unconditional Acceptance of the Letter of Acceptance (g) Letter of Acceptance (h) Letter of price bid and Price Schedules submitted by the Contractor (i) Letter of Technical Bid. (j) All Addenda and Clarifications (k) Particular Conditions of Contract (l) General Conditions of Contract
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	(m) Remaining portion of Volume 1 of the Bidding Document (n) Volume 2 of the Bidding Document (o) Volume 3 of the Bidding Document (p) Replies against PGCB's Clarification (if any). (q) Clarification sought by the Employer (if any). (r) Bid Proposal of Bidder (Contractor). (s) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans. 1.2 <u>Order of Precedence</u> (Reference GC Clause 2) In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (<i>Contract Documents</i>) above. 1.3 <u>Definitions</u> (Reference GC Clause 1) Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.
Article 2. Contract Price and Terms of Payment	2.1 <u>Contract Price</u> (Reference GC Clause 11) The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: [<i>Insert amount(s) in foreign currency(ies) in words and figures</i>] and [<i>Insert amount in local currency in words and figures</i>], as specified in Grand Summary, or such other sums as may be determined in accordance with the terms and conditions of the Contract. 2.2 <u>Terms of Payment</u> (Reference GC Clause 12) The Contract Price shall be paid by the Employer to the Contractor at the times, in the manner, and in accordance with GC Clause 12 and the provisions of Appendix 1 (<i>Payment Terms and Procedures</i>) hereto.
Article 3. Appendices	3.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement. 3.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS whereof the Employer and the Contractor have caused this Agreement to be executed on the day and year first above written.

Signature :

Signature :

Title :

Title :

for and on behalf of the Employer
in the presence of:

for and on behalf the Contractor in the
presence of:

Witness;

Name :

Signature :

Address :

Witness;

Name :

Signature :

Address :

APPENDICES

- Appendix 1 Payment Terms and Procedures
- Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements
- Appendix 4 Time Schedule
- Appendix 5 List of Approved Subcontractors
- Appendix 6 Eligible Source Countries of Japanese ODA Loans
- Appendix 7 List of Documents for Approval or Review
- Appendix 8 Functional Guarantees

Appendix 1. Payment Terms and Procedures

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

If the bidder quotes its price in EXW column but the proposed local manufacturer found technically non-responsive and foreign manufacturer found technically responsive then such equipment/plant/item will be supplied from technically responsive outside Employers country manufacturer. But, as there will be no price quoted in CIP column for such equipment/plant/item hence the CIP price for such item will be the quoted EXW price and it will be presumed that there was no EXW quoted price and the Custom Duties & Value Added Tax (CD & VAT) and associated other taxes for such plant/equipment shall be paid by the Contractor.

On the other hand, in case, such bidder quotes price in price schedule of outside Employer's country (CIP price) but the proposed foreign manufacturer found technically non-responsive and local manufacturer found technically responsive, then such equipment/plant/item will be supplied from technically responsive local manufacturer. But, as there would be no price quoted in EXW column for such equipment/plant/item, hence EXW price for such item will be the quoted CIP price.

(A) Terms of Payment

Schedule No. 1 - Plant and Mandatory Spare Parts Supplied from Abroad

In respect of plant and mandatory spare parts supplied from abroad, the following payments shall be made:

Ten percent (10%)	of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents. Payment will be made within 21 days after getting the Advance payment security and invoices. The Advance Payment Security should be in accordance with GC Sub-Clause 13.2.
Eighty percent (80%)	of the total or pro rata CIP or amount upon Incoterm "CIP," upon delivery to Site, as evidenced by Post Landing Inspection (PLI) Report and within fifty-six (56) days after the Project Manager receives invoice.
Five percent (5%)	of the total or pro rata CIP or amount upon issue of the Completion Certificate, within fifty-six (56) days after the Project Manager receives invoice.
Five percent (5%)	of the total or pro rata CIP or amount upon issue of the Operational Acceptance Certificate, within fifty-six (56) days after the Project Manager receives invoice.

Schedule No. 2 - Plant and Mandatory Spare Parts Supplied from Within the Employer's Country

In respect of plant and mandatory spare parts supplied from within the Employer's country, the following payments shall be made:

Ten percent (10%)	of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents. Payment will be made within 21 days after getting the Advance payment security and invoices. The Advance Payment Security should be in accordance with GC Sub-Clause 13.2.
Eighty percent (80%)	of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the site, as evidenced by Post Landing Inspection (PLI) Report and within fifty-six (56) days after the Project Manager receives invoice.
Five percent (5%)	of the total or pro rata EXW amount upon issue of the Completion Certificate, fifty-six (56) days after the Project Manager receives invoice.
Five percent (5%)	of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, fifty-six (56) days after the Project Manager receives invoice.

Schedule No. 3 - Design Services

In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made:

Ten percent (10%)	of the total design services amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The Advance Payment Security should be in accordance with GC Sub-Clause 13.2.
Ninety percent (90%)	of the total or pro rata design services amount upon acceptance of Final design by the Project Manager fifty-six (56) days after the Project Manager receives invoice.

Schedule No. 4 - Installation and Other Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

Ten percent (10%)	of the total installation and other services amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services. Payment will be made within 21 days after getting the Advance payment security and invoices. The Advance Payment Security should be in accordance with GC Sub-Clause 13.2.
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Eighty percent (80%)	of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Project Manager's approval of the Contractor's application, will be made monthly within fifty-six (56) days after the Project Manager receives invoice.
Five percent (5%)	of the total or pro rata value of installation services performed by the Contractor as evidenced by the Project Manager's approval of the Contractor's monthly applications, upon issue of the Completion Certificate, fifty-six (56) days after the Project Manager receives invoice .
Five percent (5%)	total or pro rata value of installation services performed by the Contractor as evidenced by the Project Manager's approval of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate, fifty-six (56) days after the Project Manager receives invoice .

In the event that the Employer fails to make any payment on its respective due date, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the following rate:

For foreign currency payments, the interest rate is LIBOR; and for local currency payments, Central Bank rate (Published by Bangladesh Bank in its website) plus 3%. Please refer to GCC clause 12.4 for rate calculation.

(B) Payment Procedures

When applying for certification and making payments, the procedures shall be as follows:

Foreign Currency Portion:

All payment shall be paid through commitment or Transfer Procedure of JICA as applicable. In case payment is made through irrevocable letter of credit, all costs in connection with Letter of Credit within Bangladesh shall be borne by the Co-Employer and outside Bangladesh (except MUFG bank of JICA) shall be borne by the Contractor.

The Employer will pay the Contractor against Interim Payment Certificate issued by the Authorized representative/Employer.

Local Currency Portion:

The local currency portion of the contract price will be paid as per PGCB's financial and account rules or any other account rules in force and adopted by the Employer.

The Employer will pay the Contractor against Interim Payment Certificate issued by the Authorized representative/Employer.

The Employer will not allow the contractor to ship plant items when civil infrastructure is not ready at the project site. Upon certification of the Employer/Engineer for the civil infrastructure and fulfillment of all other relevant issues, the plant items will be shipped. The contractor will obtain the clearance a reasonable time before the completion of the civil works so that the plant items reach the sites immediately after completion of the relevant civil works.

Appendix 2 - Price Adjustment

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

(1) Transformer

The formula for calculating the price adjustment to be applied to the Contract price component of the power transformer is as follows:-

$$P_1 = [P_0 \times (a + b \frac{L_1}{L_0} + c \frac{M_{11}}{M_{01}} + d \frac{M_{12}}{M_{02}} + e \frac{M_{13}}{M_{03}} + f \frac{M_{14}}{M_{04}}) - P_0] \times \frac{Z_0}{Z_1}$$

Where,

P_1 = Price Adjustment amount of power transformer, payable to the Contractor

P_0 = Contract price (base price)

a = percentage of fixed element in Contract price ($a = 15\%$)

b = percentage of labour component in Contract price ($b = 20\%$)

c = percentage of material Core (Si steel) component in Contract price ($c = 22\%$)

d = percentage of materials (Copper) component in Contract price ($d = 25\%$)

e = percentage of materials (Steel) component in Contract price ($e = 15\%$)

f = percentage of materials (Zinc) component in Contract price ($f = 3\%$)

L_0, L_1 = labour indices applicable to the appropriate industry in the country of origin of the base date and the date for adjustment, respectively

M_{01}, M_{11} = material (Core, Si steel) indices applicable of the base date and the date for adjustment, respectively

M_{02}, M_{12} = material (Copper) indices applicable of the base date and the date for adjustment, respectively

M_{03}, M_{13} = material (Steel) indices applicable of the base date and the date for adjustment, respectively

M_{04}, M_{14} = material (Zinc) indices applicable of the base date and the date for adjustment, respectively

Z = number of units of currency of Contract Price equal to one unit of currency of respective Index

Where, Z_0 is for base date and Z_1 is for Adjustment date

CONDITIONS APPLICABLE TO PRICE ADJUSTMENT

Item	Country of Origin; Currency of index	Source of Indices Used Title/definition	Base Date Indices	
			Value	Date

(1) Power Transformer

L (Labour)			
M ₀₁ , M ₁₁ (Si steel)			
M ₀₂ , M ₁₂ (Copper)			
M ₀₃ , M ₁₃ (Steel)			
M ₀₄ , M ₁₄ (Zinc)			

The following conditions shall apply:

- a. The base date shall be the date 28 days prior to the deadline for submission of the Bid.
- b. The date of adjustment shall be the mid-point of the period of manufacture of the component or Plant. The mid-point shall be determined by considering the start date of manufacture to be 30 days after Contract Effective Date. The end date of manufacture is considered to be 30 days prior to the shipping date.
- c. No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- d. If the currency in which the Contract price, P₀, is expressed is different from the currency of the country of origin of the labour and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- e. No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.
- f. Any payments resulting from price adjustments will be paid once in a year.

Appendix 3 - Insurance Requirements

(A) Types of Insurance to be taken out by the Contractor

In accordance with the provisions of GCC Clause 34, 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 types of insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

The Cargo Insurance covers losses or damages occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount [in Currency(ies)]	Deductible Limits [in Currency(ies)]	Parties Insured [Names]	From [Place]	To [Place]
110% of the contract price (CIP)	-	Power Grid Company of Bangladesh Limited	Supplier's or Manufacturer's works or stores	Contractor's store in Bangladesh

(b) Installation All Risks Insurance

The Installation All Risk Insurance covers physical losses or damages to the Facilities at the Site, occurring prior to completion of the Facilities, with an 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.

Amount [in Currency(ies)]	Deductible Limits [in Currency(ies)]	Parties Insured [Names]	From [Names]	To [Names]
100% of the contract price	-	Power Grid Company of Bangladesh Limited and Contractor / Subcontractor	-NA	-NA

(c) Third Party Liability Insurance

The Third Party Liability Insurance covers bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount [in Currency(ies)]	Deductible Limits [in Currency(ies)]	Parties Insured [Names]	From [Place]	To [Place]
USD 1.0 million	-	Power Grid Company of Bangladesh Limited and Contractor / Subcontractor	-NA	NA-

(d) Automobile Liability Insurance

The Automobile Liability Insurance covers use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

Workers' compensation shall be in accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer's Liability

Employer's liability shall be in accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurance

The Contractor is also required to take out and maintain at its own cost the following types of insurance:

Details:

Amount [in Currency(ies)]	Deductible Limits [in Currency(ies)]	Parties Insured [Names]	From [Place]	To [Place]
-	-	-	-	-

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub clause 34.1, except for the Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub clause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

(B) Types of Insurance to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurance policies.

Details:

None

Appendix 4 - Time Schedule

Time for completion of the whole facilities shall be 540 **(Five Hundred forty) days** from the effective date as described in Section 8 - Particular Conditions of Contract, Sub-Clause 8.2.

Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors

A list of major items of plant and services is provided below.

The following Subcontractors and Manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor.

In accordance with GCC Sub-clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractor for additional items, until the Subcontractor have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

No.	Equipment	Approved Manufacturers - Name and Address	Nationality
1.			
2.			
3.			
4.			
5.			
6.			
etc			

Appendix 6. Eligible Source Countries of Japanese ODA Loans

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas

Appendix 7 - List of Documents for Approval or Review

Pursuant to GCC Sub-clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Sub-clause 18.2 (Program of Performance), the following documents for

(A) Approval

The list of document shall be submitted during the execution of the work as per above clause.

1. Project Implementation Schedule, Project Organogram, Detail Drawing Schedule, subcontractor for field work
2. Single Line Diagram, Switchyard Equipment layout, Sectional Diagrams, Substation Overall Layout, Basic Scheme & logic Diagram for control, protection & SAS system, Earthing and Lightning protection Design, Calculation of Short Circuit & normal current carrying capacity for conductor, Short circuit Force Calculation for structures, etc.
3. Technical Particulars & Guarantees and Drawings, catalogue and operational manuals from Manufacturer for each type of equipment, Transformers, Insulator, Conductor, Earthwire, Hardwire Fittings etc.
4. Steel structures
5. GIS Building and Control Buildings Architectural & structural design
6. All civil and foundation works
7. Routine and Factory Acceptance Test Plan of each equipment, Transformers, Conductor, Insulator, Earthwire, Hardwire Fittings, steel structures, etc.
8. Precommissioning and Commissioning Test plan.

Any other drawings/document as per the Contract Document.

(B) Review

The list of document shall be submitted during the execution of the work as per above clause.

Appendix 8 - Functional Guarantees

1. General

This Appendix sets out

- (a) the functional guarantees referred to in GCC Clause 28 (Functional Guarantees)
- (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- (c) the minimum level of the functional guarantees
- (d) the formula for calculating liquidated damages for failure to attain the functional guarantees.

2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

- 2.1 The Employer's advisory personnel shall attend the commissioning, including the guarantee test, and shall advise and assist the Contractor.
- 2.2 The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the guarantee test and any repetitions thereof.

3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

- 3.1 Testing & commissioning of all the equipment & materials, charging at rated voltage and ready for commercial operation of the facilities.

4. Failure in Guarantees and Liquidated Damages

4.1 Failure to Attain Guaranteed Capacity:

Not used.

4.2 Raw Materials and Utilities Consumption in Excess of Guaranteed Level

Not Applicable

4.3 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GCC Sub-Clause 28.2:

- (a) Testing & commissioning of all the equipment & materials, charging at rated voltage and ready for commercial operation of the facilities.

4.4 Limitation of Liability

Subject to para. 4.3 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed ten percent (10%) of the Contract price.

Performance Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of the Employer]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of the contract and brief description of the Facilities] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire and be returned to us, no later than the [insert the day] day of [insert month], [insert year]², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight (28) days after the expected expiration date of the Defects Liability Period.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

Advance Payment Security

Demand Guarantee

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: [*Insert name and address of the Employer*]

Date: [*Insert date of issue*]

ADVANCE PAYMENT GUARANTEE No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called “the Applicant”) has entered into Contract No.[*insert reference number of the Contract*] dated [*insert date*] with the Beneficiary, for the execution of [*insert name of Contract and brief description of Facilities*] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [*insert amount in words*] ([*insert amount in figures*]) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words*]([*insert amount in figures*]¹) upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant used the advance payment for purposes other than toward the execution of the work on the Facilities.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number [*insert number*] at [*insert name and address of Applicant’s bank*].

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the work on the Facilities executed by the Contractor, as indicated in copies of the approved payment applications which shall be presented to us. This guarantee shall expire and be returned to us, at the latest, upon our receipt of documentation indicating that the initial Contract Price less provisional sums, has been approved for payment, or on [insert day] day of [insert month], [insert year], whichever is earlier². Consequently, any demand for payment under this guarantee must be received by the Guarantor at its office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

² Insert the expected expiration date of the Time for Completion.

