

POWER GRID COMPANY OF BANGLADESH LIMITED
Construction of 400kV and 230kV River Crossing Transmission Lines for Power Evacuation of Rooppur
Nuclear Power Plant on Jamuna and Padma River

Design, Supply, Installation, Testing & Commissioning of 400kV and 230kV River Crossing Transmission Lines on
Turnkey Basis (Lot-1 & 2)
(Contract No. PGCB/400KV&230kV/RCTL/Lot-1/2)

Addendum No. 01

(Date: March 09, 2022)

Following revisions/changes are made in the Bidding Document which will form part of the Bidding Document:

Volume 1 of 3

1. Section-2, Bid Data Sheet, Clause-ITB 19.1, Page 2-4

ITB 19.1 shall be replaced by the following-

"The currency(ies) of the bid shall be as follows:

The price shall be quoted in any fully convertible currency of up to three foreign currencies."

2. Section-7, General Conditions of Contract (GCC), Page 7-5 to 7-7, Clause-6: Fraud and Corruption

Clause-6 shall be replaced by the revised Clause-6 [Attachment-1].

3. Section-7, General Conditions of Contract (GCC), Page 7-8, Clause-9: Contractor's Responsibilities

The Sub-clause 9.6 is deleted and Sub-Clause 9.7 and 9.8 shall be read as 9.6 and 9.7.

4. Section-9, Contract Forms, Appendix-1: Terms and Procedures of Payment, A.-Terms of Payment, Page 9-9 and 9-10

i) Schedule No. 1-Plant and Equipment Supplied from Abroad

- a) The text "Ten Percent (10%) of the CIP amount as an advance payment" shall be replaced by the text "Fifteen Percent (15%) of the CIP amount as an advance payment".
- b) The text "Fifteen Percent (15%) of the total or pro rata CIP or amount upon issue of the Taking Over Certificate" shall be replaced by the text "Ten Percent (10%) of the total or pro rata CIP amount upon issue of the Taking Over Certificate".

ii) Schedule No. 2-Plant and Equipment Supplied from within the Employer's Country

- a) The text "Ten Percent (10%) of the total EXW amount as an advance payment" shall be replaced by the text "Fifteen Percent (15%) of the total EXW amount as an advance payment".
- b) The text "Five Percent (5%) of the total or pro rata EXW amount upon issue of Taking Over Certificate" shall be replaced by the text "Ten Percent (10%) of the total or pro rata EXW amount upon issue of the Taking Over Certificate".

 

iii) **Schedule No. 3-Design Services**

- a) The text "Ten Percent (10%) of the total design services amount as an advance payment" shall be replaced by the text "Fifteen Percent (15%) of the total design services amount as an advance payment".
- b) The text "Ninety (90%) of the total or pro rata design services amount upon acceptance of the design" shall be replaced by the text "Eighty Five (85%) of the total or pro rata design services amount upon acceptance of the design".

iv) **Schedule No. 4-Installation and other services**

- a) The text "Ten Percent (10%) of the total installation and other services amount as an advance payment" shall be replaced by the text "Fifteen Percent (15%) of the total installation and other services amount as an advance payment".
- b) The text "Eighty Percent (80%) of the measured value of work performed by the Contractor" shall be replaced by the text "Seventy Five (75%) of the measured value of work performed by the Contractor"

5. **Section-09: Contract Forms, Appendix 2-Price Adjustment, Page 9-12**

The following has been added after the first para:

Steel (For Foundation)

The formula for calculating the price adjustment to be applied to the contract price component of fabricated towers (including bolts & nuts) is as follows:-

$$P_1 = [P_0 \times (a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0}) - P_0] \times Z_1/Z_0$$

Where,

P_1 = Price adjustment amount of steel (if the figure is negative, this amount has to be recovered by the Employer from the Contractor)

P_0 = Ex-works/CIP price component (base price) of steel, less advance

a = percentage of fixed elements in the contract price (a = 20%)

b = percentage of labour components in the contract price (b = 12%)

c = percentage of material (steel) components in the contract price (c = 68%)

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

M_0, M_1 = Material (steel) indices applicable to the appropriate industry in the country of origin at the base date and at the date for adjustment, respectively.

Z = number of units of currency of bid equal to one US dollar (1 USD)

Subscript 'o' refers to indices on the base date

Subscript '1' refers to indices on the adjustment date

Conditions Applicable to Price Adjustment

Steel (For Foundation)

Item	Country of Origin; Currency of index	Source of Indices Used Title / Definition	Base Date Indices Value Date
L (Labour)			
M (Steel)			

6. Section-09: Contract Forms, Appendix 2-Price Adjustment, Page 9-14

- (a) The text "g. Any payments resulting from price adjustments will be settled at the end of the contract" shall be replaced by the text "g. Any payments resulting from price adjustments will be settled at the end of every year (once in a year) after the Contract effective date."

Volume 3 of 3

1. Price Schedule No. 4A(ii) [Page No.: Schedule 4A(ii)-1], Item 1.1.1 and 1.2.2

The quantity "6" for the item no. 1.1.1 shall be replaced by the quantity "2" and the quantity "14" for the item no. 1.2.2 shall be replaced by the quantity "4".

2. Price Schedule No. 2A(i), 2A(ii), 3A (i & ii), 4A(i), 4A(ii), 2B, 3B and 4B

The column for "Local Currency [BDT]" in the unit price and total price shall be deleted and all the other columns shall be rearranged accordingly.

3. Price Schedule No. 5A(i & ii): Grand Summary and Schedule No. 6A: Recommended Spare Parts

The text "USD" shall be deleted from both the Schedules. The column "Local Currency Portion [BDT]" shall be deleted from Schedule No. 5A (i & ii).

4. Price Schedule No. 5B: Grand Summary and Schedule No. 6B: Recommended Spare Parts

The column "Local Currency Portion [BDT]" shall be deleted from the Schedule No. 5B. The column "Local Currency Portion [BDT]" shall be deleted from both the unit price and all other columns shall be rearranged accordingly from the Schedule No. 6B.

All other terms and conditions of the bidding document shall remain unaltered.



6. Corrupt, Fraudulent, Collusive or Coercive Practices	6.1 The Government requires that Employer, as well as the Contractor shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract.
	6.2 The Government requires that Employer, as well as the Contractor shall, during the Procurement proceedings and the execution of the Contract under public funds, ensure- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006 (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008; (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 6.2.
	6.3 For the purposes of GCC Sub Clause 6.2, the terms set forth below as follows (a) "corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of an Employer or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by an Employer in connection with a Procurement proceeding or Contract execution; (b) "fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution; (c) collusive practice means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Employer, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying an Employer the benefits of competitive price arising from genuine and open competition; or (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of the Contract, and this will include creating obstructions in the normal submission process used for Tenders.
	6.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it will, in the first place, allow the Contractor to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such decision and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the

Attachment-1

	Contractor. Any communications between the Contractor and the Employer related to matters of alleged fraud or corruption shall be in writing. 6.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Employer against the Contractor alleged to have carried out such practices, the Employer will : (a) exclude the Contractor from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time. 6.6 The Contractor shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
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