

POWER GRID COMPANY OF BANGLADESH LIMITED

Design, Supply, Installation, Testing & Commissioning of Jamuna River Crossing Portion of Bogura-Kaliakair 400kV Double Circuit Transmission Line on Turnkey Basis (Package-01, Lot-03)

IFB No. 27.21.0000.101.07.317.22.1924 & ICB No. PGCB/EXIM BANK/LOC-2/400kV/TL/JRC(Re-Tender)

Addendum No. 02

(Date: July 12, 2022)

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

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1. Section-2, Bid Data Sheet, Clause ITB 3.1

Clause ITB 3.1 shall be replaced by the following:

"The Borrower is: **The People's Republic of Bangladesh**"

2. Section-2, Bid Data Sheet, Clause ITB 3.2

Clause ITB 3.2 shall be replaced by the following:

"Payment will be done by:

**Export-Import Bank of India
Lines of Credit Group
Office Block, Tower 1,
7th Floor, Adjacent Ring Road
East Kidwai Nagar [East]
New Delhi – 110023."**

3. Section-2, Bid Data Sheet, Clause ITB 20.1

Clause ITB 20.1 shall be replaced by the following:

"The currency in which prices are to be quoted is US Dollar only"

4. Section-5, Eligible Countries

The text "The value of at least 75% of the goods (on Schedule-1 and 2 only) shall be supplied by the Seller from India, and the remaining 25% of the goods (on Schedule-1 and 2 only) may be procured by the Seller for the purpose of the Eligible Contract from outside India" shall be replaced by the text "The value of at least 50% of the contract price shall be supplied by the Seller from India, and the remaining 50% of goods and services may be procured by the Seller for the purpose of the Eligible Contract from outside India" and the text "This restriction is not applicable for Installation & Other Services (on Schedule-3 and 4)." shall be deleted.

5. Section-07: General Conditions of Contract, Clause-14: Taxes & Duties

In the sub-clause 14.5, the text "For Contract Value (Part-1)-LOC Component" shall be replaced by the text "For the Contract value."



6. **Section-8: Special Conditions of Contract, Clause 14: Taxes & Duties**

The paragraphs under the text "**The following paragraph is added at the end of the Sub-Clause 14.1:**" shall be replaced by the following:

Any material import from abroad under price schedule No.1 shall be considered as the direct import of the Employer and the 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.

The Bidder shall quote bid-prices of all items of the price schedules under this contract exclusive of VAT. The items under price schedule No.1 shall be quoted exclusive of customs duties, VAT, AIT and other relevant duties and taxes. If any VAT is applicable for any or all of the items under this contract, the Employer shall bear and deposit the same to the govt. exchequer as per prevailing law of the Employer's Country.

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.

The paragraphs-'a', 'b' & 'c' under the Sub-clause 14.2 shall be replaced by the following:

- a. "As per the Dollar Credit Line Agreement dated March 09, 2016 between Exim Bank and the Government of the People's Republic of Bangladesh, eligible goods and Services including works, shall be exempt from all kinds of taxes and duties except income tax as referred to in the relevant provisions contained in the Double Taxation Avoidance Agreement (DTAA) between India and Bangladesh, of any nature whatsoever levied in the Bangladesh including all value added taxes, import/custom duties, special levies and social security contributions for temporary employees deputed by the seller in relation to the execution of the Contract in Bangladesh."
- b. "As per the Dollar Credit Line Agreement dated March 09, 2016 between Exim Bank and the Government of the People's Republic of Bangladesh, the rates/prices quoted by the Bidder and total Tender price submitted by the Bidder for Construction Phase Work (under LOC fund) shall be free from any kind of taxes and duties of any nature levied in Bangladesh. The amount of VAT & IT (at source) against payment of civil work items of **Construction Phase Work**, calculated based on prevailing rates, shall be paid by GOB in equivalent BDT which shall be included in the contract.
- c. If the contractor is required to pay any import duties/taxes against civil work items of **Construction phase work** under the Contract at the entry level in Bangladesh, any such amount of import duties/taxes shall be reimbursed to the contractor by GOB in BDT. Such amounts shall not be the part of Total Contract Value.

7. **Section-9: Contract Forms, Notification of Award**

The text under the heading Contract Price "The contract price shall be for Contract Value (Part-1) – LOC Component.(**amount in foreign currency plus BDT..... for Contract Value (Part-2) – GOB Component**) (in words.....)" shall be replaced by the text "The Contract price shall be(**amount in foreign currency plus BDT.....** (in words.....))".

8. **Addendum-1, Sl. No-2, [Section-9, Contract Forms, Appendix-1: Terms and Procedures of Payment, B.-Payment Procedures, Local Currency Portion, Page 9-10]**

The text "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." shall be deleted by the text



"Not Applicable"

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1. **Price Schedule-3: Design Services, Page 3-1 and Price Schedule-4: Installation and Other Services, Page 4-1 to 4-4**

The text "Local Currency [BDT]" shall be replaced by the text "Foreign Currency [USD]".

2. **Price Schedule-5: Grand Summary, Page: 5-1**

The column "Local Currency Portion [BDT]" shall be deleted".

3. **Price Schedule: Grand Summary Breakup, Page: Grand Summary Breakup-1**

- a) The column "Local Currency in BDT" from the table shall be deleted.
- b) The text "Material from India shall be at least 75% (seventy five percent) on Schedule No.1 & 2 only" shall be replaced by the text "Material & Services from India shall be at least 50% (fifty percent)" and the text "Material from outside India shall not be more than 25% (twenty five percent) on Schedule No.1 & 2 only" shall be replaced by the text "Material & Services from outside India shall not be more than 50% (fifty percent)".

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

Two handwritten signatures in black ink are located at the bottom center of the page. The signature on the left is more stylized and cursive, while the one on the right is more straightforward and legible.