

Sl. no	Ref. Section	Ref. Clause No and page no	Provision as existing	Provision as amended
1.	Section-II	Clause no. 5.12.1, Page 14 of 29	.....issued by Scheduled Bank in Bangladesh in the format prescribed in .....	..... issued by Scheduled Bank in Bangladesh or a foreign bank of international repute, having corresponding bank located in Bangladesh and shall be required to be endorsed by corresponding bank, to make it enforceable, in the format prescribed in.....
2.	Section-II	Clause no. 8.3.2 Page 28 of 29	.....in the form of unconditional Bank Draft or Pay Order or Bank Guarantee issued by any scheduled Bank of Bangladesh and, shall remain valid.....	.....in the form of unconditional and irrevocable Bank Guarantee issued by any scheduled Bank of Bangladesh or an internationally reputable bank having corresponding bank located in Bangladesh and shall be required to be endorsed by corresponding bank, to make it enforceable and, shall remain valid.....
3.	Section-II	Clause no. 8.3.3 Page 28 of 29	3. Not Used	Add the following:  3. Upon successful completion of 1st year service, the value of the Performance Security may be allowed to be reduced by 50% of Total Performance security value subjected to 50% quantum of services (value wise) has been completed, as certified by Engineer-in-charge.
4.	Section-II	Clause no. 4.1.4 Page 8 of 29	..... 4. Section-IV: Technical Specifications (includes Scope of Work , type of manpower and their qualification, list of T&P/ consumables, major activities to be carried out etc.) .....	..... 4. Section-IV: Technical Specifications (includes Scope of Work, type of manpower and their qualification, list of T&P/ <del>consumables</del> , major activities to be carried out etc.) .....

5.	Section-II	Clause no. 5.5-2.8 Page 11 of 29	<p>.....</p> <p>2.8 The indicated man-month rate shall be inclusive of cost of safety items, two sets of uniform, consumables, any other overhead, to be provided to each manpower. It shall also be inclusive of profit, insurance of Manpower, COVID-19 SOP/protocols, any left out other overhead cost, etc.</p> <p>.....</p>	<p>.....</p> <p>2.8 The indicated man-month rate shall be inclusive of cost of safety items, two sets of uniform, consumables, any other overhead, to be provided to each manpower. It shall also be inclusive of profit, insurance of Manpower, COVID-19 SOP/protocols, any left out other overhead cost, etc.</p> <p>.....</p>
6.	Section-II	Clause no. 5.5-2.13 Page 12 of 29	The award shall be on Firm Price Basis. The Price variation will not be paid.	The award shall be on Firm Price Basis. However, adjustments for Changes in Legislation on account of minimum wages & taxes as notified by GoB shall be payable in accordance with S No 10/10.1 of this Amendment and Clause no 38 of Section III respectively.
6.1	Section-III	Clause 75.14 Page 25 of 25	The award shall be on Firm Price Basis. The Price variation will not be paid.	
7.	Section-III	Clause 48.4 Page 17 of 25	<p>.....</p> <p>48.4 In case of requirement of excess manpower/ T&amp;P/consumables, the Contractor shall make its best effort to deploy the manpower/ T&amp;P/ consumables, salary/wages/Rates of which will be derived from the Activity/Price schedule furnished by the Contractor in its bid, forming part of the Contract.</p> <p>.....</p>	<p>.....</p> <p>48.4 In case of requirement of excess manpower/ T&amp;P/consumables, the Contractor shall make its best effort to deploy the manpower/ T&amp;P/ consumables, salary/wages/Rates of which will be derived from the Activity/Price schedule furnished by the Contractor in its bid, forming part of the Contract.</p> <p>.....</p>

8.	Section-III	Clause 49 Page 17 of 25	.....completion of services, the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Employer.	.....completion of services as per intent of specification & final settlement approved by EIC & Employer.
9.	Section-III	Clause 32, Page 13 of 25	<p><b>32.1 Deductions, Recoveries and Penalties:</b></p> <p>a) To do job, if planned manpower is not deployed and area is vacant without manpower, <b>1.5 times of the amount of daily wages will be deducted as penalty from monthly bills.</b> (For Example, Daily wage is BDT X, during absence of manpower BDT 1.5 X will be deducted as penalty apart from no payment to non-deployment). In the case of shift duty, absence in any shift will be treated as full day absent. 30 days in a month will be considered for penalty calculation.</p>	<p><b>32.1 Deductions, Recoveries and Penalties:</b></p> <p>a) To do job, if planned manpower is not deployed and area is vacant without manpower, <b>1.5 times of the amount of daily wages will be deducted as penalty from monthly bills.</b> (For Example, Daily wage is BDT X, during absence of manpower BDT 1.5 X will be deducted as penalty apart from no payment to non-deployment). <del>In the case of shift duty, absence in any shift will be treated as full day absent. 30 days in a month will be considered for penalty calculation.</del></p>
10.	Section II	Clause 2.14, Page 12 of 29	Tenderer has to ensure that each category of workers employed in this contract must be paid at least minimum wages as notified by GoB.	Tenderer/ Contractor has to ensure that each category of workers employed in this contract must be paid at least minimum wages as notified by GoB.
10.1	Section-III	Clause 75.10, Page 25 of 25	Contractor has to ensure that each category of workers employed in this contract must be paid at least minimum wages as notified by GoB.	However, if between the date of signing of the Contract and during the performance of the Contract, any change in legislation/ law notified by GoB affects the minimum wage rates and it exceeds the quoted rate, then such increase in minimum wage rates may be payable subjected to acceptance of BIFPCL.

11	Section-III	Clause 75.16 (New Clause) , Page 25 of 25	-----	<p><b>Add New Clause 75.16 as following:</b></p> <p><b>75.16 Limitation of Liability</b>          Except in cases of criminal negligence or willful misconduct:</p> <p>(a) the Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages/penalty to the Employer; and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>
12	Section-IV	Clause No 5.5 Page 11 of 41	5.5 Exclusions ..... ii. Ash Handling Plant including Bottom Ash handling system .....	5.5 Exclusions ..... <del>ii. Ash Handling Plant including Bottom Ash handling system</del> .....
13	Section-IV	Clause No 5 (C&I Maintenance) of 7.0 Page 22 of 41	..... • Fabrication of frames etc by cutting /welding of metal hardware. .....	..... <del>• Fabrication of frames etc by cutting /welding of metal hardware.</del> .....

IFB No.: BIFPCL/OTM/Site C&M/2022/223; Date: 22.11.2022	BIDDING DOCUMENT No.: BIFPCL/OTM/Site C&M/2022/223, Date: 22.11.2022	Amdt Doc. No : BIFPCL/OTM/Site C&M/2022/223/AMDT-01 dated 02.02.2023
---	--	--

14	Section-IV	Clause 5.1.xxx; Page 11 of 41	Supply of T&Ps but not limited to as listed at <b>Annexure-I</b>	Supply of T&Ps but not limited to as listed at <b>Annexure-I</b>
15	Section-IV	Clause No 6.11 Page 16 of 41	.....in the form of unconditional Bank Draft or Pay Order or Bank Guarantee issued by any scheduled Bank of Bangladesh and, shall remain valid for at least twenty-eight (28) days beyond the expiry of contract.....	.....in the form of unconditional irrevocable Bank Guarantee issued by any scheduled Bank of Bangladesh or a foreign bank of international repute, having corresponding bank located in Bangladesh and shall be required to be endorsed by corresponding bank, to make it enforceable and, shall remain valid for at least ninety (90) days beyond the expiry of contract.....
16	Section-V Part-A, Sub-Part-A2 (Financial Proposal Form and Attachments)	Attachment 1P (Activity schedule/ Price Schedule) Page 1 to 5	Attachment 1P (Activity schedule/ Price Schedule)	Replace Attachment 1P (Activity schedule/ Price Schedule) with Revised format {Attachment 1P (Rev 01)} attached with this Amendment No. 1 and consider the same for Tender submission.

**Note: Replace Attachment 1 P (Activity schedule/ Price Schedule) with Revised format {Attachment 1P (Rev 01)} attached with this Amendment No. 1 and consider the same for Tender submission.**



Date: 22.11.2022

IFB No.: BIFPCL/OTM/Site C&amp;M/2022/223

Name of Package: **Electrical and C&I Maintenance Contract of Main Plant Equipment including Switchyard & Offsite Areas of 2x660MW Maitree Super Thermal Power Project at Rampal, District- Bagerhat, Bangladesh**

**(Activity schedule/ Price Schedule)**

Bidder's Name &amp; Address:

To,  
Chief Procurement Officer  
Bangladesh-India Friendship Power Company (Pvt.) Ltd.  
Level-17, Borak Unique Heights  
117, Kazi Nazrul Islam Avenue,  
Eskaton Garden, Dhaka-1000,  
Bangladesh

Dear Sirs,

1 We hereby quote the following as our Bid Price, considering the complete scope of work, specifications and terms and conditions of the Bidding Document(s)

**A. Manpower Cost: Manpower deployment (80 nos) for 2 years i.e. 24 months duration**

Sl. No	Manpower Description	No of required Manpower for 24 months (Nos)	UOM	No. of Months	Type of Manpower (break up for Column 3)		Rate per person per Month		Total Amount for 24 months	
					Foreign Manpower (Nos)	Local Manpower (Nos)	In US Dollar (USD)	In Bangladesh Currency (BDT)	In US Dollar (USD)	In Bangladesh Currency (BDT)
1	2	3	4	5	6	7	8	9	10=(6X8) X24* (* for 24 months)	11=(7X9) X24* (* for 24 months)
01	Site Incharge	1	No.	24						
02	Safety Supervisor	1	No.	24						
03	Engineer	9	No.	216						
04	Supervisor	7	No.	168						

Sl. No	Manpower Description	No of required Manpower for 24 months (Nos)	UOM	No. of Months	Type of Manpower (break up for Column 3)		Rate per person per Month		Total Amount for 24 months	
					Foreign Manpower (Nos)	Local Manpower (Nos)	In US Dollar (USD)	In Bangladesh Currency (BDT)	In US Dollar (USD)	In Bangladesh Currency (BDT)
1	2	3	4	5	6	7	8	9	10=(6X8) X24* (* for 24 months)	11=(7X9) X24* (* for 24 months)
05	Rigger	2	No.	48						
06	Lineman	2	No.	48						
07	HT Cable Jinter	2	No.	48						
08	Fitters	2	No.	48						
09	Electrician/C&I Technician	27	No.	648						
10	Skilled Helper	27	No.	648						
<b>A. Total Manpower price in figure for 24 months</b>										

Notes: Col 6&7: The contractor has to maintain the ratio of foreign manpower and local manpower, as per the requirement of the law of Bangladesh.

Col 8 & 9: Bidders can quote their Bid/ Contract Price in a mix of maximum two currencies i.e. local currency (BDT) or USD only. Bidder may quote USD for foreign manpower and has to compulsorily quote BDT for local manpower.

Column-6X 24 months+ Column-7X24 months should be equal to total of column-5

To facilitate evaluation and comparison, the Employer will convert all bid prices, expressed in the amounts in USD, to equivalent BDT. (Reference Exchange Rate: shall be as on the date of envelope 1(Technical) bid opening, means the selling Rate in BDT for USD, as published by Bangladesh Bank or if such rate is not published on such day, the Reference Exchange Rate shall be applicable on the last day before such Day for which such published rate is available.)

The payments to successful Bidder shall be in the bid currency only.

**B. T&P Charges\***

SI No	Item description	UOM	No. of Month	Rate/Month (BDT)	Total (BDT)
1	2	3	4	5	6=4X5
1.	T&P Charge (for 2 years)	No	24		
<b>B. Total T&amp;P Charge (BDT) in figure</b>					

\* Rates shall be quoted considering list of T&P mentioned in Technical specifications (Section IV). The Contractor shall be solely responsible in all manner for customs duty & clearance of all the T&P's to be brought from outside Bangladesh & taking back from Bangladesh to origin country (after completion of work), including completion of formalities such as making applications, preparing/ submitting necessary documentation, etc. to all concerned authorities. All applicable charges in this regard shall be borne by contractor.

**SUMMARY OF PRICES- for a period of Two (2) years:**

Items Description	Total Price in USD	Total Price in BDT
Table-A: Supply of Manpower (in USD or BDT or both) TOTAL in Figures		
Table-B: Supply of T&P (in BDT) TOTAL in Figures	-	
Grand Total (Table A+ Table B) in Figures		
Grand Total Price in words- (Table A + Table B)		



**NOTE:**

- (i) Taxes and Duties shall be as per relevant clause in ITB & COC.
- (ii) The indicated man-month rate shall be inclusive of cost of safety items (as per Section IV), two sets of uniform, ~~consumables~~, any other overhead, to be provided to each manpower. It shall also be inclusive of profit, insurance of Manpower, COVID-19 SOP/protocols, any left out other overhead cost, etc.
- (iii) Lodging, boarding, transportation and local conveyance of Contractor's staff (manpower) shall be arranged by Contractor at their own cost and shall be inclusive in man month rate.
- (iv) The aforesaid Activity/ price Schedule is for Deployment of 80 nos manpower. However, in case of BIFPCL requirement, the no of manpower may be increased/decreased at the same rate and Terms & conditions.
- (v) Supply of Safety/other items: The contractor shall supply all the safety items to his staff before the start of contract & shall be replaced by the contractor as and when it gets damaged. Agency/vendor shall maintain the quality of safety item as mentioned in specification. If quality of safety item not found acceptable by EIC, it must be replaced immediately by contractor.
- (vi) All employed manpower has to follow COVID-19 SOP/protocols as provided by BIFPCL/GOB.
- (vii) The award shall be on Firm Price Basis. However, adjustments for Changes in Legislation on account of minimum wages & taxes as notified by GoB shall be payable in accordance with Amendment no 01 to Bidding Document and Clause no 38 of Section III respectively.
- (viii) Tenderer/Contractor has to ensure that each category of workers employed in this contract must be paid at least minimum wages as notified by GoB. However, if between the date of signing of the Contract and during the performance of the Contract, any change in legislation/ law notified by GoB affects the minimum wage rates and it exceeds the quoted rate, then such increase in minimum wage rates may be payable subjected to acceptance of BIFPCL.
- (ix) Manpower deployed in this contract may be deputed to similar jobs inside plant area, not mentioned in above for special requirement of plant and with permission of EIC, at any point of time during contract period.
- (x) BIFPCL reserves the right to short close this contract at any point of time during contract period.

(Signature).....

Place:

(Printed Name) .....  
(Designation).....  
(Common Seal) .....

