



“শেখ হাসিনার উদ্যোগ, ঘরে ঘরে বিদ্যুৎ”

Bangladesh Power Development Board

Central Secretariat
Wapda Building (1st floor)
Motijheel C/A, Dhaka, Bangladesh.
www.bpdb.gov.bd



Memo no.: 27.11.0000.101.14.013.23-2002

Date: 05/06/2023

Clarification/Amendment Notice

This is to hereby inform all concern who have already procured or intend to procure the tender document of "Construction of 20 MWp (DC) Solar Photovoltaic Grid-Connected Power Plant at Baropukuria, Fulbari, Dinajpur, Bangladesh on Turn Key Basis" against Tender Invitation No. 27.11.0000.101.14.013.23-651, Date: 16/02/2023 that a Clarification/Amendment No-2 has been made in response to bidder's queries on the tender documents of the said project. The clarification/amendment is available at the office of the Directorate of Purchase, BPDB, WAPDA Bhaban (9th floor), Motijheel, Dhaka-1000 and also available at www.bpdb.gov.bd from the date of issuance of this notice. The clarifications/amendment are to be treated as a part of the tender document.

All other terms & conditions will remain unchanged.

(আহমেদ জহির খান)
পরিচিতি নং-১-০১১৭৭
পরিচালক (তত্ত্বাবধায়ক)
মহাব্যবস্থাপনা ষ্টাফনি এবং গবেষণা ও উন্নয়ন পরিচালনা
বাংলাদেশ বিদ্যুৎ উন্নয়ন বোর্ড

(Mohammad Salim Reza)

Secretary

Bangladesh Power Development Board

Date: 05/06/2023

Memo no.: 27.11.0000.101.14.013.23-2002

Copy for information & necessary action to (not according to seniority):

1. Member, Finance/P&D/Generation/Distribution/Company Affairs, BPDB, Dhaka.
2. Chief Engineer, P&D/Generation, BPDB, Dhaka.
3. Controller (Finance & Accounts), BPDB, Dhaka.
4. C.S.O to Chairman, BPDB, Dhaka.
5. Director, Renewable Energy and Research & Development/Project Planning/Finance/ Contract & C.A, BPDB, Dhaka.
6. Director, Purchase, BPDB, Dhaka. He is requested to take necessary steps to send the clarification/amendment to the bidder who has bought the tender document.
7. Director, Public Relation, BPDB Dhaka.
8. PS to Honorable State Minister, Ministry of Power, Energy and Mineral Resources, Dhaka.
9. Project Director, Construction of 20 MWp (DC) Solar Photovoltaic Grid-Connected Power Plant at Baropukuria, Fulbari, Dinajpur, Bangladesh.
10. Senior System Analyst, BPDB Dhaka. He is requested to post the clarification/amendment in BPDB website.

(Ahammad Bhuiyan Lipu)

Assistant Secretary (Dev), (Addl. Charge)

Central Secretariat, BPDB, Dhaka

Clarification and Amendment No – 02

Clarification and Amendment on the Tender Document of "Construction of 20 MWp (DC) Solar Photovoltaic Grid-Connected Power Plant at Baropukuria, Fulbari, Dinajpur, Bangladesh on Turn Key Basis"

SL No	Section/Clause/Subject/Page No	Mentioned/Description in Tender Document	Tenderer's Query	BPDB's Clarification/Amendment on Tender Document
01	Appendix 1. Terms and Procedures of Payment Page: 121	Schedule No. 2 - Plant and Equipment Supplied from within the Employer's Country-Not Applicable	--	As per Annexure-1
02	Section 5 Tender and Contract Forms Price Schedule for Plant and Service (Form PG5A-3) Page:156	Schedule No. 2 - Plant and Mandatory Spare Parts Supplied from within the Employer's Country- Not Applicable	Requested to permit/allow the Schedule No. 2 - Plant and Mandatory Spare Parts Supplied from within the Employer's Country	As per Annexure-2

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Appendix 1. Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 57 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Tenderer unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) Terms of Payment

Advance payment is not permitted.

Schedule No. 1 - Plant and Equipment Supplied from Abroad

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

Seventy percent (70%) of the total or pro rata CIP amount upon Incoterm "CIP," shall be paid out of the irrevocable Letter of Credit within 28 days upon presentation of invoice along with complete shipping documents. Payment advice shall be issued to the Bank by the concerned office of the BOARD upon receipt of the negotiable shipping documents duly verified by project office & certified by the Engineer and approved by the Project Director.

Twenty percent (20%) of the total or pro rata value of CIP amount upon Incoterm "CIP", after issuance of RCDR. The payment shall be paid within 28 days against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director.

Five percent (5%) of the total or pro rata value of CIP amount shall be paid only after successful ICO, Guarantee tests and after issuance of Operational Acceptance Certificate/ Provisional acceptance certificate (PAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of CIP amount shall be paid after issuance of Final Acceptance Certificate (FAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

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

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

Eighty percent (90%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the designated site and upon approval of the Post Landing Inspection report as specified in PCC 38.2 for each consignment delivered at site, issuance of R&I and submission of documents specified in Appendix-1 with a claim bill duly verified by Project Office, certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Ten percent (5%) of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate (OAC) as specified in GCC 40.3 and a claim bill duly verified by Project office, certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Ten percent (5%) of the total or pro rata EXW amount upon issue of the Final Acceptance Certificate (FAC) as specified in PCC Sub-clause GCC 42.11 and a claim bill duly verified by Project office, certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

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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:

Ninety percent (90%) of the total or pro rata value of design services amount upon acceptance of design services in accordance with GC Clause 35 within forty-five (45) days after receipt of invoice duly verified by project office & certified by the Engineer and approved by the Project Director.

Five percent (5%) of the total or pro rata value of total or pro rata value of design services amount shall be paid only after successful ICO, Guarantee tests and after issuance of Operational Acceptance Certificate/ Provisional acceptance certificate (PAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of design services shall be paid after issuance of Final Acceptance Certificate (FAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Schedule No. 4 - Civil Works

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

Ninety percent (90%) of the total or pro rata value of measured value of work performed by the Contractor, against monthly invoice duly verified by project office & certified by the Engineer and approved by the Project Director.

Five percent (5%) of the total or pro rata value of Civil works part amount shall be paid only after successful ICO, Guarantee tests and after issuance of Operational Acceptance Certificate/ Provisional acceptance certificate (PAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of Civil works part amount shall be paid after issuance of Final Acceptance Certificate (FAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Schedule No. 5- Installation and other Services

In respect of Installation and other Services for both the foreign and local currency portions, the following payments shall be made:

Ninety percent (90%) of the total or pro rata value of measured value of work performed by the Contractor, against monthly invoice duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of Installation and Commissioning Services amount shall be paid only after successful ICO, Guarantee tests and after issuance of Operational Acceptance Certificate/ Provisional acceptance certificate (PAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of installation & other services amount shall be paid after issuance of Final Acceptance Certificate (FAC) against submission of invoices duly verified by project office & certified by the Engineer and approved by the Project Director within forty-five (45) days after receipt of invoice.

Note: No interest will be applicable for delayed payment.

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(B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows:

1 Local Currency [BDT]

Eligible claims for Local Currency [Bangladesh Taka] payment shall be made by the Employer through a bank of Bangladesh from the Project Budget allocated by the Government of the People's Republic of Bangladesh. An account payee cheque will be issued in favor of the Contractor by the Employer.

2 Foreign Currency

The foreign exchange component of the Contract Price will be paid out of an irrevocable and unconditional Letter of Credit to be established in favour of the Contractor. All foreign currency payment shall be made upon issuance of Payment advice to the Bank by the concerned office of the BPDB/BOARD.

All Bank charges for opening, amendment, prolongation and payment out of the L/C within the territory of Bangladesh shall be paid by the BPDB/BOARD and outside the territory of Bangladesh shall be paid by the Contractor. But in case the amendment of the L/C is required due to the cause of the Contractor, the amendment charge shall be paid by the Contractor.

3 Invoices

The Contractor shall submit invoices (original) in triplicate to the Project Manager whenever an invoice is required to be submitted as per provision of this Contract. Invoices should be duly certified by Project manager.

C. DOCUMENTATION FOR PAYMENT

Claims for payment must be supported by the following documentation as specified hereinafter, Requests for reimbursement for the cost of equipment materials, freight, transportation and insurance shall be supported by the following documents (each copy to be certified by the Contractor or the Contractor's representative to be a true copy of the document of which it is a copy):

70% of the CIP cost of supply of materials and equipment shall be paid upon presentation of i) invoice in 3(three) originals, ii) packing list in 3(three) originals, iii) insurance certificate in 1(one) originals, iv) Bill of lading/ Airway Bill in 1(one) original and 3(three) copies marked Freight prepaid, v) Warranty certificate in 1(one) original, vi) manufacturer's factory test certificate in 1(one) original, vii) quality and quantity certificate of the materials & equipment shipped in 1(one) original, viii) factory test witnessing certificate where applicable in 1(one) original and ix) certificate of origin issued by the manufacturer of the materials shipped in 1(one) original.

Requests for mobilisation fund and progress payments for Schedule No. 3, Schedule No. 4 and Schedule No. 5 shall be supported by the following documents:

i. One copy or Photostat of the Contractor's invoice which shall identify the Contract and which shall show the total foreign currency value of the Contract, the total foreign currency amounts previously received and/or claimed as mobilisation fund or progress payments; the foreign currency amount being invoiced for payment; separate total values as of the date of this invoice of equipment and materials delivered (including shipping and related costs) and services performed; and separate total values since the date of the previous notice.

ii. One counterpart of a Work Progress Certificate signed by the Contractor and jointly countersigned by the Engineer and the Project Director.

iii. The Contractor shall submit all Work Progress Certificates to both the Engineer and the BOARD simultaneously by registered air mail. The Engineer and the Project Director will either countersign or reject a Work Progress Certificate within a maximum period of thirty (30) days from the date of receipt of such Certificate by him. If the Engineer and the Project Director or either shall fail either to countersign or to reject a Work progress Certificate within the said thirty (30) days period, the

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Contractor shall notify the BOARD by cable of the delay in the approval from the Site; and the BOARD will either countersign the Work Progress Certificate in question or assign his reasons for not doing so within a maximum period of sixty (60) days from the date of receipt of the Contractor's said cable notice to him.

iv. The Contractor shall furnish to the BOARD and the Engineer or either whenever called upon to do so any additional information or documents that may be required in connection with verification of progress claims and or any other payments made.

D. REPORTING, CLEARING AND SHIPPING DOCUMENTS

The Contractor shall provide all official forms and documentary information as shall be needed to satisfy the requirements of Bangladesh Customs and the Board.

D.01 REPORTING DOCUMENTS

The Contractor shall forward to the Project Director, Construction of 20 MWp (DC) Solar Photovoltaic Grid-Connected Power Plant at Baropukuria, Fulbari, Dinajpur, Bangladesh the following documents:

a. Bill of Lading/ Air Way Bill	1 Copy
b. Shipping Specification	2 Copies
c. Quality Certificate	2 Copies
d. Packing Lists (One copy shall be placed inside the case, the other in a special packet in case No.1)	2 Copies
e. Insurance Certificate	2 Copies

D. 02 CLEARING DOCUMENTS

The Contractor shall forward to the Board through their bankers not later than seven (7) days from the date of sailing for the purpose of clearing the cargo at the Point of destination the following documents

a. Negotiable copy of Bill of Lading	1 Copy
b. Invoice with itemized	3 Copies
c. Shipping Specification	3 Copies
d. Copy of the Charter Party	1 Copy

(If chartering has been permitted by prior arrangement with the Board)

D. 03 SHIPPING DOCUMENTS

Simultaneously with the dispatch of the negotiable documents as listed in Sl. no. D.02 above the Contractor shall also send by Air Mail eleven (11) sets of nonnegotiable shipping documents for each shipment according to the following distribution list. Each set will comprise the following documents:

1. Bill of Lading/ Air Way Bill	1 Copy
2. Invoice	1 Copy
3. Shipping Specification	1 Copy

The invoices and shipping specifications shall bear the Insurance cover note number.

1. Project Director. Construction of 20 MWp (DC) Solar Photovoltaic Grid-Connected Power Plant at Baropukuria, Fulbari, Dinajpur, Bangladesh on Turn Key Basis	2 Copies
2. The Engineer	1 Copy
3. Director, Dte. of Purchase/ Finance Bangladesh Power Development Board	1 Copy



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|----|---|--------|
| 4. | Director, Dte. of Clearance & Movement
Bangladesh Power Development Board
Hossain Chamber, 105, Agrabad CA, Chattogram, Bangladesh | 1 Copy |
| 5 | Deputy Director of Clearance & Movement
Bangladesh Power Development Board
Chattogram, Bangladesh.
(In case of shipment to Chattogram) | 1 Copy |
| 6. | Deputy Director of Insurance
Bangladesh Power Development Board
Biddut Bhavan, Dhaka-1000, Bangladesh. | 1 Copy |

After shipment equipment and materials, the Contractor shall notify by registered air mail, the Board at the addresses under 1 and 3 above not later than three (3) days after the sailing date of the vessel the following information:

1. The name of the vessel.
2. The sailing date of vessel.
3. Port of destination.
4. Description of the cargo (grouped).
5. Number of cases and/or weight of cargo.
6. Number of cases weighing above 20 tons and their individual weights.
7. Number of Bills of Lading.
8. Expected date of arrival at the port of destination.

The Contractor shall so arrange that the master of the vessel will inform Project Director, Construction of 20 MWp (DC) Solar Photovoltaic Grid-Connected Power Plant at Baropukuria, Fulbari, Dinajpur, Bangladesh on Turn Key Basis of the date and time of arrival of the vessel at the port of destination seventy-two (72) hours in advance. No goods shall be shipped without prior consent of Project Director.

For Goods from within the Purchaser's country as per INCOTERM EXW:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Employer/Project Director and send the following documents to the Employer/ Project Director:

- (a) 7 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;*
- (b) 7 copies delivery note, railway receipt, or truck receipt;*
- (c) 3 copies Manufacturer's or Supplier's warranty certificate;*
- (d) 7 copies inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and*
- (e) 7 copies certificate of origin.*

The Employer/Project Director shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

E. BOOKS AND RECORDS

The Contractor shall maintain books and records covering all transactions under this Contract. These books and records shall be available for inspection and audit by the Board for a period of three (3) years after termination as provided under the Contract.

F. PACKAGING

All equipment and materials shall be suitably coated wrapped, or covered and boxed or crated for export shipment and to prevent damage during handling and storage at the Site. Cardboard containers shall be enclosed in a solid wooden container.

Equipment and process materials shall be packed and semi-kocked down, to the extent possible, to facilitate handling and storage and to protect bearings and other machine surfaces from oxidation. Each container, box, crate or bundle shall be reinforced with steel strapping in such a manner that breaking of one strap will not cause complete failure of the packaging. The packing shall be of best standard to withstand rough handling and to provide suitable protection from tropical weather while in transit and while awaiting erection at the Site.

Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearings shall be coated with oxidation preventative compounds. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnated paper.

Crates and packing material used for shipping will become the property of the Board, but the Contractor will be allowed to use the same for the Work as needed, but the remaining material shall be turned over to the Board upon completion of the Project.

Packaging or shipping units shall be designed within the limitations of the unloading facilities of the receiving ports and the ship which will be used. Ships with special heavy capacity unloading rigging may be required for large units of equipment. It shall be the Contractor's responsibility to investigate these limitations

Each package or shipping unit shall be clearly marked or stenciled on at least two sides as follows:



BANGLADESH POWER DEVELOPMENT BOARD
Baropukuria 20 MWp (DC) Solar Photovoltaic Grid Connected Power Plant at
Baropukuria, Fulbari, Dinajpur, Bangladesh

In addition, each package or shipping unit shall have the symbol painted in red on at least two sides of the package, covering one fourth of the area of the side.

Each part of the equipment which is to be shipped as a separate piece or smaller parts packed within the same case shall be legibly marked to show the unit of which it is a part and matchmarked to show its relative position in the unit, to facilitate assembly in the field. Unit marks and matchmarks shall be made with steel stamps and with paint.

Each case shall contain a packing list showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.

The case number shall be written in the form of a fraction, the numerator of which is the serial number of the case and the denominator the total number of case in which a complete unit of equipment is packed.

Wherever necessary besides usual inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care", "Keep dry", etc., as well as indication of the centre of gravity (with red vertical lines) and places for attaching slings (with chain marks).

Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire.

Each piece, skid, case or package shipped separately shall be labelled or tagged properly.

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

Line Item No.	Description of Item	Unit	Quantity	Unit Price EXW (Foreign Currency or Taka)	Total EXW Price (Foreign Currency or Taka)	Sales Tax (Foreign Currency or Taka)	Total Price (Foreign Currency or Taka)
1	2	3	4	5	6 = 4x 5	7	8 = 6 + 7
(a) Plant's Equipment							
1.	Solar PV Module Mounting Structure	lot	1				
2.	Power Evacuation line (33 kV Underground Cable)	km	1				
TOTAL Column 6 to be carried forward to Schedule No. 6. Grand Summary							

Note: 1. Specify currencies in accordance with ITT 27. Create and use as many columns for Unit Price and Total Price as there are currencies

Name:	<i>[insert full name of signatory]</i>	<i>Signature with Date and Seal</i>
In the capacity of:	<i>[insert designation of signatory]</i>	<i>[Sign]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer		

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