



BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED
(A JOINT VENTURE OF BPDB & NTPC LTD.)
Registered Office: Borak Unique Heights(Level-17),
117, Kazi Nazrul Islam Avenue, Dhaka-1217, Bangladesh

Tender: EPC Township Package for 2x660 MW Maitree Super Thermal Power Project at Rampal, Bagerhat.				
Subject: Addenda-2				
Document No.: BIFPCL/MSTPP/EPC TOWNSHIP/2018/Addenda-2 Dated 06.09.2018				
Sl. No.	Part/Section/Clause Ref.	Description	As existing	As amended
Part-A, Section-2 (Tender Data Sheet)				
1	ITT 18, TDS	Joint Venture Consortium or Association (JVCA)	Not Applicable However, if the Tendered does not fulfil the criteria stipulated under ITT Sub-Clause 14.1(b2) related to Architect & Engineering Experience on its own, the Tender may, in accordance with the provisions under ITT Sub-Clause 14.1(b2), associate with a firm fulfilling the criteria of Architect & Engineering Experience.	Not Applicable

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Sl. No.	Part/Section/Clause Ref.	Description	As existing	As amended
2	ITT 36.1(a)	Form of Tender Security	The Tender Security shall: (a) be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in the format (Form-6) furnished in Section 5: Tender and Contract Forms ;	The Tender Security shall: be in the form of an irrevocable and unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (Form-6), without any alteration, furnished in Section 5: Tender and Contract Forms . Foreign Tenderers may choose to get the Bank Guarantee executed by a foreign bank outside Bangladesh, provided that such bank has a correspondent bank in Bangladesh. The correspondent bank must be scheduled Bank of Bangladesh, and the Bank Guarantee issued by the foreign bank shall be routed through the correspondent bank in Bangladesh for due verification of signatures of the executant.
3	New Sub-Clause SEP ITT 40.7	Format and Signing of Tender		7. The written authorisation as mentioned in ITT Sub-Clause 40.4 shall be in the form of a Power of Attorney (POA), duly notarized by a Notary Public, indicating that the person signing and submitting the Tender and/or signing the documents on behalf of Tenderer has the authority to sign the Tender and that the Tender is binding upon the Tenderer during the full period of its validity in accordance with ITB Clause 33. (The Authority of the person issuing the Power of Attorney shall also be submitted.)
4	ITT 70.1	Form and Time Limit for Furnishing of Performance Security	The Performance Security, as stated under ITT Clause 69, shall be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in the format (Form-9), acceptable to the Employer.	The Performance Security, as stated under ITT Clause 69, shall be in the form of an irrevocable and unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (Form-9), without any alteration, furnished in Section 5: Tender and Contract Forms .

Sl. No.	Part/Section/Clause Ref.	Description	As existing	As amended
6	GCC 1.1(nn) / PCC	Definitions – Site	The Site is 2x660 MW Maitree Super Thermal Power Project located at Rampal Upazila, Khulna District, Bagerhat Division.	The Site is 2x660 MW Maitree Super Thermal Power Project located at Rampal Upazila, Bagerhat District, Khulna Division.
7	New Sub-Clause GCC 69.1(h)	Payments to Contractor		The Contractor may, before the completion of Defects Liability Period, choose to request Employer for payment of Final Payment equivalent to five percent of the Contract Price payable on completion of Defects Liability Period at any time after Successful Completion of Facilities, provided the Contractor furnishes an additional Bank Guarantee of an amount equivalent to five percent of the Contract Price, executed in a manner as mentioned in ITT Clause 70.1. The validity of such Bank Guarantee shall be ninety (90) days beyond the Defects Liability Period of 2 years reckoned from the date of Successful Completion of Facilities.
8	GCC 73.2	Adjustments for in Changes in Legislation	The Engineer shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided such changes have not already been accounted for in the price adjustment as defined in GCC Clause 74 and/or reflected in the Contract price.	The Engineer shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor.



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9	Section-5 (Tender and Contract Forms)	APPENDIX-1 to ATTACHMENT-2A-2 (Page 4 of 4), Page no. 122 of Volume 1 of 4	<p>7. Any dispute that may arise between the Employer and the Contractor in connection with this Deed of Joint Undertaking shall be finally settled as per arbitration procedure/ rules mentioned in the Contract Documents.</p> <p>This deed of undertaking shall be construed and interpreted in accordance with the Laws of England.</p>	<p>7. Any dispute that may arise between the Employer and the Contractor in connection with this Deed of Joint Undertaking shall be finally settled as per arbitration procedure/ rules mentioned in the Contract Documents.</p> <p>This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of The People's Republic of Bangladesh.</p>
10	Section-5 (Tender and Contract Forms)	ATTACHMENT-2A-4, Page no. 130 of Volume 1 of 4	(iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.	<p>"Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act 1994 of Bangladesh.</p> <p>For turnover / Liquid asset / working capital / credit facilities / Net Worth indicated in foreign currency, the exchange rate of Bangladesh Bank selling rate as on 7 days prior to the Techno-Commercial Bid Opening Date shall be used. The ATTACHMENT-2A-4 has been revised incorporating the aforementioned changes and ATTACHMENT-2A-4-REV.01 is enclosed as Annexure-1 to this document.</p>

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Done

**EPC TOWNSHIP PACKAGE
FOR
2X660 MW MAITREE SUPER THERMAL POWER PROJECT
BIDDING DOCUMENT NO. BIFPCL/MSTPP/EPC TOWNSHIP**

[Details pertaining to Financial Qualification of the Tenderer
as per ITT clause 15.1(b) as modified in TDS as 15.1(b)(i) & (b)(ii)]

Dear Sirs,

- A) To satisfy the requirements specified in ITT clause 15.1(b) as modified in TDS as 15.1(b)(i) & (b)(ii),
Section-2, We give below the following details:

We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than 100% of its paid-up share capital.
The Details are as under:

Sl. No	Description	As on last day of the preceding financial year
	Paid-up Share Capital	
	Net Worth	
	%age of Net worth to Paid-up Share Capital	
	Documentary evidence like Audited financial statements for the preceding financial year* in support of above is enclosed at Annexure _____ to this Attachment-2A-4.	

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Date

SI. No	Description	As on last day of the preceding financial year
	<p>Since we are not able to furnish our audited financial statements, on stand alone entity basis, we are submitting the following documents for substantiation of our Qualification :</p> <p>(a) Copies of unaudited unconsolidated financial statements of the Tenderer alongwith copies of the audited consolidated financial statements of our Holding Company for the last 3 years enclosed at Annexure _____ to this Attachment-2A-4-REV-01.</p> <p>(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Financial Statements of the Holding Company, is enclosed as per the format at Appendix-A to Attachment-2A-3.</p>	Enclosed at Annexure
	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed</p> <p>In case not enclosed, financial results certified by a practicing chartered accountant enclosed</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2014-15 also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the Tenderer stating that the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available, is enclosed Annexure _____ as per the format at Appendix-C to Attachment-2A-3.</p>	<p>YES*/NO*</p> <p>Enclosed at Annexure</p> <p>YES*/NO*</p> <p>Enclosed at Annexure</p>

b) Since we do not satisfy the Financial Criteria stipulated at ITT clause 15.1(b) as modified in TDS as 15.1(b)(i) & (b)(ii), Section-2, on our Own, we give below the following details of our **Holding Company**:

1. Name and Address of the Holding Company:

SI. No	Description	As on last day of the preceding financial year
2.	Paid-up Share Capital of the Holding Company	
3.	Net Worth of the Holding Company	
4.	%age of Net worth to Paid-up Share Capital of the Holding Company	

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Sl. No	Description	As on last day of the preceding financial year
5.	We have enclosed audited Financial Statements for the preceding three (3) Financial Years	
6.	Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed In case not enclosed, financial results certified by a practicing chartered accountant enclosed In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2017-18 also enclosed. Further, a Certificate from the CEO/CFO of the Holding Company stating that the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available, is enclosed Annexure as per the format at Appendix-C to Attachment-2A-3.	YES*/NO* YES*/NO* Enclosed at Annexure YES*/NO* Enclosed at Annexure

- c) Since we do not satisfy the Financial Criteria stipulated at ITT clause 15.1(b) as modified in TDS as 15.1(b)(i) & (b)(ii) Section-2, on our Own, we give below the following details of our subsidiary or subsidiaries of Holding Company :

1. Name and Address of our subsidiary or subsidiary(ies) of Holding Company:

Sl. No	Description	As on last day of the preceding financial year
2.	Paid-up Share Capital	
3.	Net Worth	
4.	%age of Net worth to Paid-up Share Capital	
5.	We have enclosed audited Financial Statements for the preceding three (3) Financial years	

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Sl. No	Description	As on last day of the preceding financial year
6.	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed</p> <p>In case not enclosed, financial results certified by a practicing chartered accountant enclosed</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2017-18 also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of subsidiaries of the Holding Company stating that the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available, is enclosed Annexure as per the format at Appendix-C to this Attachment-2A-3.</p>	<p>YES*/NO*</p> <p>YES*/NO* Enclosed at Annexure</p> <p>YES*/NO* Enclosed at Annexure</p>

We further confirm that notwithstanding anything stated above, the Employer reserves the right to verify any information/documents furnished by the Tenderer and also to carry out assessment of the capabilities and capacity of the Tenderer/his collaborators / associates / subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with Qualifying Requirement at ITT clause 14 and clause 15 and as modified at TDS, Section-2.

Note for Attachment-2A-3 and Attachment-2A-4-REV-01:

- (i) Net worth means the sum total of the paid up share capital and free reserve. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act 1994 of Bangladesh.
- (iv) For turnover / Liquid asset / working capital / credit facilities / Net Worth indicated in foreign currency, the exchange rate of Bangladesh Bank selling rate as on 7 days prior to the Techno-Commercial Bid Opening Date shall be used.

SIGNATURE OF TENDERER

NAME

DESIGNATION

COMPANY SEAL

DATE


