



RPCL-NORINCO Intl. Power Limited

(A Joint Venture of RPCL and NORINCO Intl.)

www.rnpl.com.bd

Addendum No. 1 to REQUEST FOR PROPOSAL

FOR

OPERATION AND MAINTENANCE

OF

**PATUAKHALI 1320 (2 X 660) MW COAL FIRED
THERMAL POWER PLANT**

Date

: 01 September, 2022

Memo No.

: RNPL/1320/2022/0466

SI No.	Reference	Original Description	Revised Description
1	Page 10; Article 12.1, Chapter C, Section I	<p>The Methodology and Approach (separately for Mobilization period and After COD period) shall consist of the following sub-parts: A detailed work plan (separately for Mobilization period and After COD period) (hereinafter referred to as the work plan) using the corresponding form included in section IV, standard forms and setting out the manner in which the bidder proposes to carry out the services as defined in the contract and to meet any performance targets specified in the contract. A detailed staffing plan (hereinafter referred to as the Staffing Plan); (separately for Mobilization period and After COD period) setting out the Bidder's proposed staffing arrangements as they relate to the requirements in the Contractor's Personnel Schedule (Schedule E), included in Section VI, Schedule of Services Requirements. Any other information as stipulated in Section IV, Standard Forms.</p>	<p>The Methodology and Approach (separately for Mobilization period and After COD period) shall consist of the following sub-parts: I. A detailed work plan (separately for Mobilization period and After COD period) (hereinafter referred to as the work plan) using the corresponding form included in section IV, standard forms and setting out the manner in which the bidder proposes to carry out the services as defined in the contract and to meet any performance targets specified in the contract. II(a). A detailed staffing plan (hereinafter referred to as the Staffing Plan); (separately for Mobilization period and After COD period) setting out the Bidder's proposed staffing arrangements as they relate to the requirements in the Contractor's Personnel Schedule (Schedule E), included in Section VI, Schedule of Services Requirements. II(b). A detailed replacement plan (Only after COD period); to start replacement some of the working level positions of O&M contractor's personnel (engineers to technician and others) by employer's hired personnel (engineers to technician and others) from the beginning of the second year of after COD period and substantial replacement by end of Contract Period. The yearly rate of replacement in percentage need to mentioned. Any other information as stipulated in Section IV, Standard Forms.</p>
2	Page 11; Sub-clause 16.2, Part C, Section I	<p>The bid security shall be an unconditional guarantee issued by a bank from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Standard Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Proposal, or beyond any period of extension if requested under ITB 22.2.</p>	<p>The bid security shall be an unconditional guarantee issued by a bank from a reputable source from an eligible country. If the unconditional guarantee is issued by an internationally reputable bank or an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent bank or financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Standard Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Proposal, or beyond any period of extension if requested under ITB 22.2.</p>

SI No.	Reference	Original Description	Revised Description
3	Page 23; Article 40.2, Chapter F, Section I	The "special vehicle" company Successful Bidder shall sign, date and return the Contract Agreement to the Employer within the timeframe specified in the PDS.	The Successful Bidder shall sign, date and return the Contract Agreement to the Employer within the timeframe specified in the PDS.
4	Page 24; Sub-clause 41.1, Part F, Section I	The successful Bidder shall furnish the performance security after receipt of notification of award from the Employer, within 28 days upon the Bidder's receipt of the Letter of Acceptance and in accordance with the conditions of contract. The Bidder shall use for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.	The successful Bidder shall furnish the performance security after receipt of notification of award from the Employer, within 28 days upon the Bidder's receipt of the Letter of Acceptance and in accordance with the conditions of contract. The Bidder shall use for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country. If the performance security furnished by the successful Bidder is in the form of a bank guarantee, it shall be issued by an internationally reputable bank that has been determined by the successful Bidder to be acceptable to the Employer. A foreign bank providing a bank guarantee shall have a correspondent bank located in the Employer's Country.
5	Page 26; ITB 1.1, Chapter A, Section II	The Identification Number of the invitation for Proposal is: RNPL/1320/2022/0337	The Identification Number or Memo No. of the Request for Proposal is: RNPL/1320/2022/0337
6	Page 26; ITB 6.1, Chapter D, Section II	For clarification purposes only, the Employer's address is: Attention: Company Secretary Address: Atlanta Trade Center (7th Floor), House # 01, Road # 1/A, Sector# 04, Uttara, Dhaka-1230, Bangladesh. Telephone: +88-02-48956157, +8801717939084 E-mail: cs@rnpl.com.bd with copy to pd1320rnpl@gmail.com Communications may be sent by: Mail / Courier / E-Mail only	For clarification purposes only, the Employer's address is: Attention: Company Secretary Address: Atlanta Trade Center (7th Floor), House # 01, Road # 1/A, Sector# 04, Uttara, Dhaka-1230, Bangladesh. Telephone: +88-02-48956157, +8801717939084 E-mail: cs@rnpl.com.bd with copy to pd1320rnpl@gmail.com Communications may be sent by: Mail / Courier / E-Mail only. The last Date and Time for sending Request for Clarification : 22 August, 2022; 5:00 PM (Bangladesh Standard Time).

Risen

12

Ton

SI No.	Reference	Original Description	Revised Description
7	Page 27; ITB 22.1, Chapter D, Section II	The date and time for submission of Proposal are: Date: 22 August, 2022 Time: 12.00 PM (Bangladesh Standard Time) For Proposal submission purposes only, the Employer's address is: Attention: The Company Secretary Address: Atlanta Trade Center (7th Floor), House # 01, Road # 1/A, Sector # 04, Uttara, Dhaka-1230, Bangladesh. Bidders Shall not have the option of submitting their Proposal electronically. If bidders have the option of submitting their Proposal electronically, the electronic proposal submission procedures shall be: Not Applicable	The date and time for submission of Proposal are: Date: 22 September, 2022 Time: 12.00 PM (Bangladesh Standard Time) For Proposal submission purposes only, the Employer's address is: Attention: The Company Secretary Address: Atlanta Trade Center (7th Floor), House # 01, Road # 1/A, Sector # 04, Uttara, Dhaka-1230, Bangladesh. Bidders Shall not have the option of submitting their Proposal electronically. If bidders have the option of submitting their Proposal electronically, the electronic proposal submission procedures shall be: Not Applicable
8	Page 27; ITB 25.1, Chapter D, Section II	The opening of the Technical Proposals shall take place at: Address: Atlanta Trade Center (7th Floor), House # 01, Road # 1/A, Sector # 04, Uttara, Dhaka-1230, Bangladesh. Date: 22 August, 2022 Time: 01.00 PM (Bangladesh Standard Time) If bidders have the option of submitting their Proposal electronically, the electronic Proposal opening procedures shall be: Not Applicable	The opening of the Technical Proposals shall take place at: Address: Atlanta Trade Center (7th Floor), House # 01, Road # 1/A, Sector # 04, Uttara, Dhaka-1230, Bangladesh. Date: 22 September, 2022 Time: 01.00 PM (Bangladesh Standard Time) If bidders have the option of submitting their Proposal electronically, the electronic Proposal opening procedures shall be: Not Applicable
9	Page 27; ITB 34.3(b), Chapter E, Section II	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.70$ and $F = 0.30$	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.70$ and $P = 0.30$
10	Page 28; ITB 39A.1, Chapter F, Section II	The Successful Bidder shall incorporate a company in the Employer's Country.	The Successful Bidder may incorporate or not incorporate a company in the Employer's Country according to the needs of the job and legal requirements.
11	Page 28; ITB 40.2, Chapter F, Section II	The "special vehicle" company Successful Bidder shall sign, date and return the Contract Agreement to the Employer within twenty-eight (28) days.	The Successful Bidder shall sign, date and return the Contract Agreement to the Employer within twenty-eight (28) days.
12	Page 28; ITB 41.1, Chapter F, Section II	The performance security will be in the form of a performance bond in the amount(s) of USD Twenty Million (USD20,000,000) or 20% of contract value which one is higher.	The performance security will be in the form of a performance bond in the amount(s) of USD Twenty Million (USD20,000,000).

Handwritten signatures and initials are present at the bottom of the page, including a signature that appears to be 'Rizwan' and several other initials and marks.

SI No.	Reference	Original Description	Revised Description
13	Page 33; Article 5, Chapter i, Section III	Before entering the key post personnel of the operation and maintenance unit, the owner shall arrange the corresponding personnel to interview and evaluate them (see the post qualification and skill standards for the evaluation standards). Those who fail shall not take up the post. For those who do not meet the requirements for working after the interview and examination, the operation and maintenance unit shall replace the new personnel within 15 days after receiving the notice from the owner until the personnel meet the post requirements. If the replacement personnel still do not meet the post qualification requirements, and the unqualified proportion of key technical positions is more than 15%, the owner may confiscate the performance guarantee and terminate the operation and maintenance contractor.	Before entering the key post personnel of the operation and maintenance unit, the owner shall arrange the corresponding personnel to interview and evaluate them (see the post qualification and skill standards for the evaluation standards). Those who fail shall not take up the post. For those who do not meet the requirements for working after the interview and examination, the operation and maintenance unit shall replace the new personnel within 30 days after receiving the notice from the owner until the personnel meet the post requirements. If the replacement personnel still do not meet the post qualification requirements, and the unqualified proportion of key technical positions is more than 15%, the owner may confiscate the performance guarantee and terminate the operation and maintenance contractor.
14	Page 50 - 51; Description of the Methodology and Work Plan, Section IV	I. Detailed Work Plan (Separately for Mobilization Period and after COD period). II. Detailed Staffing Plan (Separately for Mobilization Period and after COD period)	I. Detailed Work Plan (Separately for Mobilization Period and after COD period). II(a). Detailed Staffing Plan (Separately for Mobilization Period and after COD period). II(b). A detailed replacement plan (Only after COD period); to start replacement some of the working level positions of O&M contractor's personnel (engineers to technician and others) by employer's hired personnel (engineers to technician and others) from the beginning of the second year of after COD Period and substantial replacement by end of Contract Period. The yearly rate of replacement in percentage need to be mentioned.

RBN



97.

T

T



SI No.	Reference	Original Description	Revised Description																																																																																																										
15	Page 57; Proposal Price Form, Section IV	<p align="center">Proposal Price Form</p> <p>Contractor's Base Remuneration</p> <p><u>For Mobilization Period (Pre-COD):</u></p> <table border="1"> <thead> <tr> <th>Description</th> <th>Unit/Period</th> <th>Foreign Currency Amount</th> <th>BDT Amount</th> </tr> </thead> <tbody> <tr> <td>Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td> <td>Lump Sum</td> <td></td> <td></td> </tr> <tr> <td>Total Excluding Taxes in Bangladesh</td> <td>Mobilization period</td> <td></td> <td></td> </tr> </tbody> </table> <p><u>For After COD Period</u></p> <table border="1"> <thead> <tr> <th>Description</th> <th>Period</th> <th>Foreign Currency Amount</th> <th>BDT Amount</th> </tr> </thead> <tbody> <tr> <td>Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td> <td>Per Year</td> <td></td> <td></td> </tr> <tr> <td>Total Excluding Taxes in Bangladesh (A)</td> <td>Per Year</td> <td></td> <td></td> </tr> <tr> <td>Monthly Payments = (A) / 12</td> <td>Per Month</td> <td></td> <td></td> </tr> <tr> <td>Total Excluding Taxes in Bangladesh After COD period</td> <td>Per Five Years</td> <td></td> <td></td> </tr> </tbody> </table>	Description	Unit/Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum			Total Excluding Taxes in Bangladesh	Mobilization period			Description	Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Per Year			Total Excluding Taxes in Bangladesh (A)	Per Year			Monthly Payments = (A) / 12	Per Month			Total Excluding Taxes in Bangladesh After COD period	Per Five Years			<p align="center">Proposal Price Form</p> <p>Contractor's Base Remuneration</p> <p><u>For Mobilization Period (Pre-COD)</u></p> <table border="1"> <thead> <tr> <th>Description</th> <th>Unit/Period</th> <th>Foreign Currency Amount</th> <th>BDT Amount</th> </tr> </thead> <tbody> <tr> <td>Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td> <td>Lump Sum</td> <td></td> <td></td> </tr> <tr> <td>Total (A) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)</td> <td>Mobilization period</td> <td></td> <td></td> </tr> </tbody> </table> <p><u>For After COD Period</u></p> <table border="1"> <thead> <tr> <th>Description</th> <th>Period</th> <th>Foreign Currency Amount</th> <th>BDT Amount</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td> <td>Year 1</td> <td></td> <td></td> </tr> <tr> <td>Year 2</td> <td></td> <td></td> </tr> <tr> <td>Year 3</td> <td></td> <td></td> </tr> <tr> <td>Year 4</td> <td></td> <td></td> </tr> <tr> <td>Year 5</td> <td></td> <td></td> </tr> <tr> <td rowspan="5">Total (N) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)</td> <td>Year 1</td> <td></td> <td></td> </tr> <tr> <td>Year 2</td> <td></td> <td></td> </tr> <tr> <td>Year 3</td> <td></td> <td></td> </tr> <tr> <td>Year 4</td> <td></td> <td></td> </tr> <tr> <td>Year 5</td> <td></td> <td></td> </tr> <tr> <td rowspan="5">Monthly Payments = Total (N) / 12</td> <td>Per Month for Year 1</td> <td></td> <td></td> </tr> <tr> <td>Per Month for Year 2</td> <td></td> <td></td> </tr> <tr> <td>Per Month for Year 3</td> <td></td> <td></td> </tr> <tr> <td>Per Month for Year 4</td> <td></td> <td></td> </tr> <tr> <td>Per Month for Year 5</td> <td></td> <td></td> </tr> <tr> <td>Total (B) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)</td> <td>For Five Years (Total)</td> <td></td> <td></td> </tr> </tbody> </table> <p><u>Total Proposal Price</u></p> <table border="1"> <thead> <tr> <th>Description</th> <th>Foreign Currency Amount</th> <th>BDT Amount</th> </tr> </thead> <tbody> <tr> <td>Total Proposal Price = Total (A) + Total (B)</td> <td></td> <td></td> </tr> </tbody> </table> <p>* The Employer shall be responsible to pay Income Tax & VAT for the foreign currency portion.</p>	Description	Unit/Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum			Total (A) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Mobilization period			Description	Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Year 1			Year 2			Year 3			Year 4			Year 5			Total (N) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Year 1			Year 2			Year 3			Year 4			Year 5			Monthly Payments = Total (N) / 12	Per Month for Year 1			Per Month for Year 2			Per Month for Year 3			Per Month for Year 4			Per Month for Year 5			Total (B) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	For Five Years (Total)			Description	Foreign Currency Amount	BDT Amount	Total Proposal Price = Total (A) + Total (B)		
Description	Unit/Period	Foreign Currency Amount	BDT Amount																																																																																																										
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum																																																																																																												
Total Excluding Taxes in Bangladesh	Mobilization period																																																																																																												
Description	Period	Foreign Currency Amount	BDT Amount																																																																																																										
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Per Year																																																																																																												
Total Excluding Taxes in Bangladesh (A)	Per Year																																																																																																												
Monthly Payments = (A) / 12	Per Month																																																																																																												
Total Excluding Taxes in Bangladesh After COD period	Per Five Years																																																																																																												
Description	Unit/Period	Foreign Currency Amount	BDT Amount																																																																																																										
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum																																																																																																												
Total (A) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Mobilization period																																																																																																												
Description	Period	Foreign Currency Amount	BDT Amount																																																																																																										
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Year 1																																																																																																												
	Year 2																																																																																																												
	Year 3																																																																																																												
	Year 4																																																																																																												
	Year 5																																																																																																												
Total (N) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Year 1																																																																																																												
	Year 2																																																																																																												
	Year 3																																																																																																												
	Year 4																																																																																																												
	Year 5																																																																																																												
Monthly Payments = Total (N) / 12	Per Month for Year 1																																																																																																												
	Per Month for Year 2																																																																																																												
	Per Month for Year 3																																																																																																												
	Per Month for Year 4																																																																																																												
	Per Month for Year 5																																																																																																												
Total (B) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	For Five Years (Total)																																																																																																												
Description	Foreign Currency Amount	BDT Amount																																																																																																											
Total Proposal Price = Total (A) + Total (B)																																																																																																													

Rizal

91, Tom

Taj

SI No.	Reference	Original Description	Revised Description
16	Page 86; Article 2.1.3, Schedule B, Section VI	The bidder is also responsible for cleaning, greening and security services throughout the plant, living camp area.	The bidder is also responsible for cleaning, greening and assisting employer to develop a security system plan throughout the plant, living camp area.
17	Page 89; VI, Article 2.1.3(b), Schedule B, Section VI	VI. Assume care, custody, control, and responsibility for the security of the Facility(s) and the day-to-day operation and maintenance of the Facility on a twenty-four (24) hours a day, seven (7) days a week basis, and provide technical and administrative support as required for the Facility(s) operation and maintenance.	VI. Assume care, custody, control, and responsibility for the day-to-day operation and maintenance of the Facility on a twenty-four (24) hours a day, seven (7) days a week basis, and provide technical and administrative support as required for the Facility(s) operation and maintenance.
18	Page 93; LX, Article 2.1.3(b), Schedule B, Section VI	LX. The Contractor shall deploy its own security personnel for the security within the function area.	LX. Delete.
19	Page 103; Article 4.5, Schedule B, Section VI	Within 05 days following the end of each month, Contractor shall submit the original invoice or application and disbursements showing Reimbursable Costs for such month in accordance with Article 4.2. Within 15 days after receipt of any such invoice, Employer shall: I. Pay Contractor the sum specified in such invoice, less: • any amounts previously deposited with Contractor relating to such invoice, and • any portion of such invoice amount that Employer disputes in good faith or is permitted to offset under this Agreement; and II. With respect to any disputed portion of such invoice, provide Contractor with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with GC Clause 20.	Within 05 days following the end of each month, Contractor shall submit the original invoice or application and disbursements showing Reimbursable Costs for such month in accordance with Article 4.2. Within 25 days after receipt of any such invoice, Employer shall: I. Pay Contractor the sum specified in such invoice, less: • any amounts previously deposited with Contractor relating to such invoice, and • any portion of such invoice amount that Employer disputes in good faith or is permitted to offset under this Agreement; and II. With respect to any disputed portion of such invoice, provide Contractor with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with GC Clause 20.
20	Page 115; IX, X of Article 1(h), Appendix A-1, Schedule B, Section VI	IX. The Bidder If the environmental pollution caused by the bidder is slight, the bidder shall clean it up; In case of serious pollution, the bidder shall be assessed by the owner in addition to cleaning. X. The Bidder If the owner is assessed by the environmental protection department due to the bidder, the bidder shall bear the responsibility, and the owner shall take corresponding additional assessment measures according to the specific situation.	IX. If the environmental pollution caused by the bidder is slight, the bidder shall clean it up; In case of serious pollution, the bidder shall be assessed by the owner in addition to cleaning. X. If the owner is assessed by the environmental protection department due to the bidder, the bidder shall bear the responsibility, and the owner shall take corresponding additional assessment measures according to the specific situation.

P. K. M.

9.1

T. S.

Sl No.	Reference	Original Description					Revised Description				
21	Page 121; 11,12,13,14, Appendix A-2, Schedule B, Section VI	No	Work Scope	Responsible Party			No	Work Scope	Responsible Party		
				Owner	EPC	Bidder			Owner	EPC	Bidder
		11	Provide office and camp facility (including dormitory, kitchen, canteen and sports facilities). Pre COD-stage	√	√		11	Provide office and camp facility (including dormitory, kitchen, canteen and sports facilities).	√	√	
		12	Provide basic furniture, including basic office furniture and logistics furniture (only including dormitory bed, cabinet and canteen furniture)	√	√		12	Provide basic furniture, including basic office furniture and logistics furniture for one time (only including dormitory bed, cabinet and canteen furniture).	√	√	
		13	Provide household appliances (only including air conditioner, TV and washing machine)	√	√		13	Provide household appliances for one time (only including air conditioner, TV and washing machine).	√	√	
22	Page 126; 62,63, Appendix A-2, Schedule B, Section VI	14	Procurement of all office and living supplies except for those supplied by the Owner. (all stages)			√	14	Procurement of all office and living supplies at own cost except for those supplied by the Owner. And Maintenance of all office and living appliances supplied by the owner at own cost.			√
		No	Work Scope	Responsible Party			No	Work Scope	Responsible Party		
				Owner	EPC	Bidder			Owner	EPC	Bidder
		62	Security system (including operation and maintenance of visitor entrance system, CCTV, etc.) of the whole power plant (after- COD)			√	62	Maintenance of all Security system (including visitor entrance system, CCTV, etc.) of the whole power plant (after- COD). And assist employer to develop a security system plan. (all stage).			√
		63	Security staff of the whole power plant	√			63	Security staff recruitment and operation of all security system of the whole power plant	√	√	
23	Page 126; 74, Appendix A-2, Schedule B, Section VI	No	Work Scope	Responsible Party			No	Work Scope	Responsible Party		
				Owner	EPC	Bidder			Owner	EPC	Bidder
24	Page 232; Article 6, Schedule D, Section VI	74	Provide firefighting special trucks. (all stages)	√	√		74	Provide firefighting special trucks and recruitment of fire brigade staff to operate fire station. (all stages)	√	√	
		The Contractor shall pay the Employer liquidated damages for failure to achieve the Performance Guarantees as specified in Schedule G2. The Contractor's liability to pay Liquidate Damage in any Contract Period shall not exceed USD Twenty Million (USD20,000,000.00) or 20% of contact value which one is higher.					The Contractor shall pay the Employer liquidated damages for failure to achieve the Performance Guarantees as specified in Schedule G2. The Contractor's liability to pay Liquidate Damage in any Contract Period shall not exceed USD Twenty Million (USD20,000,000.00) .				

Rish

9/1/20

SI No.	Reference	Original Description	Revised Description
25	Page 234; Article 1.1, Schedule E, Section VI	<p>1.1. Before entering the key post personnel of the operation and maintenance unit, the owner shall arrange the corresponding personnel to interview and evaluate them (see the post qualification and skill standards for the evaluation standards). Those who fail shall not take up the post. For those who do not meet the requirements for working after the interview and examination, the operation and maintenance unit shall replace the new personnel within 15 days after receiving the notice from the owner until the personnel meet the post requirements. If the replacement personnel still do not meet the post qualification requirements, and the unqualified proportion of key technical positions (Management and technical personnel who play a key role in production, refer to the description in Schedule E, clause2 for details) is more than 15%, the owner may confiscate the performance guarantee and terminate the operation and maintenance contractor.</p>	<p>1.1. Before entering the key post personnel of the operation and maintenance unit, the owner shall arrange the corresponding personnel to interview and evaluate them (see the post qualification and skill standards for the evaluation standards). Those who fail shall not take up the post. For those who do not meet the requirements for working after the interview and examination, the operation and maintenance unit shall replace the new personnel within 30 days after receiving the notice from the owner until the personnel meet the post requirements. If the replacement personnel still do not meet the post qualification requirements, and the unqualified proportion of key technical positions (Management and technical personnel who play a key role in production, refer to the description in Schedule E, clause2 for details) is more than 15%, the owner may confiscate the performance guarantee and terminate the operation and maintenance contractor.</p>

RCL









12



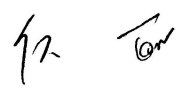
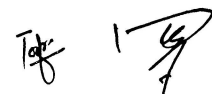
10



SI No.	Reference	Original Description	Revised Description																																																																																																				
26	Page 247; Article 1, Schedule G, Section VI	<p>Schedule G: Contractor's Remuneration [See Section VII, General Conditions, Sub-Clause 12.1.]</p> <p>1. Contractor's Base Remuneration a) For Mobilization Period (Pre-COD)</p> <table> <tr> <th>Description</th><th>Unit/Period</th><th>Foreign Currency Amount</th><th>BDT Amount</th></tr> <tr> <td>Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td><td>Lump Sum</td><td></td><td></td></tr> <tr> <td>Total Excluding Taxes in Bangladesh</td><td>Mobilization period</td><td></td><td></td></tr> </table> <p>b) For After COD period</p> <table> <tr> <th>Description</th><th>Period</th><th>Foreign Currency Amount</th><th>BDT Amount</th></tr> <tr> <td>Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td><td>Per Year</td><td></td><td></td></tr> <tr> <td>Total Excluding Taxes in Bangladesh (A)</td><td>Per Year</td><td></td><td></td></tr> <tr> <td>Monthly Payments = (A) / 12</td><td>Per Month</td><td></td><td></td></tr> <tr> <td>Total Excluding Taxes in Bangladesh After COD period</td><td>Per Five Years</td><td></td><td></td></tr> </table>	Description	Unit/Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum			Total Excluding Taxes in Bangladesh	Mobilization period			Description	Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Per Year			Total Excluding Taxes in Bangladesh (A)	Per Year			Monthly Payments = (A) / 12	Per Month			Total Excluding Taxes in Bangladesh After COD period	Per Five Years			<p>Schedule G: Contractor's Remuneration [See Section VII, General Conditions, Sub-Clause 12.1.]</p> <p>1. Contractor's Base Remuneration a) For Mobilization Period (Pre-COD)</p> <table> <tr> <th>Description</th><th>Unit/Period</th><th>Foreign Currency Amount</th><th>BDT Amount</th></tr> <tr> <td>Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td><td>Lump Sum</td><td></td><td></td></tr> <tr> <td>Total (A) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)</td><td>Mobilization period</td><td></td><td></td></tr> </table> <p>b) For After COD period</p> <table> <tr> <th>Description</th><th>Period</th><th>Foreign Currency Amount</th><th>BDT Amount</th></tr> <tr> <td rowspan="5">Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan</td><td>Year 1</td><td></td><td></td></tr> <tr> <td>Year 2</td><td></td><td></td></tr> <tr> <td>Year 3</td><td></td><td></td></tr> <tr> <td>Year 4</td><td></td><td></td></tr> <tr> <td>Year 5</td><td></td><td></td></tr> <tr> <td rowspan="5">Total (N) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)</td><td>Year 1</td><td></td><td></td></tr> <tr> <td>Year 2</td><td></td><td></td></tr> <tr> <td>Year 3</td><td></td><td></td></tr> <tr> <td>Year 4</td><td></td><td></td></tr> <tr> <td>Year 5</td><td></td><td></td></tr> <tr> <td rowspan="5">Monthly Payments = Total (N) / 12</td><td>Per Month for Year 1</td><td></td><td></td></tr> <tr> <td>Per Month for Year 2</td><td></td><td></td></tr> <tr> <td>Per Month for Year 3</td><td></td><td></td></tr> <tr> <td>Per Month for Year 4</td><td></td><td></td></tr> <tr> <td>Per Month for Year 5</td><td></td><td></td></tr> <tr> <td>Total (B) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)</td><td>For Five Years (Total)</td><td></td><td></td></tr> </table>	Description	Unit/Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum			Total (A) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Mobilization period			Description	Period	Foreign Currency Amount	BDT Amount	Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Year 1			Year 2			Year 3			Year 4			Year 5			Total (N) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Year 1			Year 2			Year 3			Year 4			Year 5			Monthly Payments = Total (N) / 12	Per Month for Year 1			Per Month for Year 2			Per Month for Year 3			Per Month for Year 4			Per Month for Year 5			Total (B) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	For Five Years (Total)		
Description	Unit/Period	Foreign Currency Amount	BDT Amount																																																																																																				
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum																																																																																																						
Total Excluding Taxes in Bangladesh	Mobilization period																																																																																																						
Description	Period	Foreign Currency Amount	BDT Amount																																																																																																				
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Per Year																																																																																																						
Total Excluding Taxes in Bangladesh (A)	Per Year																																																																																																						
Monthly Payments = (A) / 12	Per Month																																																																																																						
Total Excluding Taxes in Bangladesh After COD period	Per Five Years																																																																																																						
Description	Unit/Period	Foreign Currency Amount	BDT Amount																																																																																																				
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Lump Sum																																																																																																						
Total (A) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Mobilization period																																																																																																						
Description	Period	Foreign Currency Amount	BDT Amount																																																																																																				
Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan	Year 1																																																																																																						
	Year 2																																																																																																						
	Year 3																																																																																																						
	Year 4																																																																																																						
	Year 5																																																																																																						
Total (N) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	Year 1																																																																																																						
	Year 2																																																																																																						
	Year 3																																																																																																						
	Year 4																																																																																																						
	Year 5																																																																																																						
Monthly Payments = Total (N) / 12	Per Month for Year 1																																																																																																						
	Per Month for Year 2																																																																																																						
	Per Month for Year 3																																																																																																						
	Per Month for Year 4																																																																																																						
	Per Month for Year 5																																																																																																						
Total (B) = Foreign Currency Amount (Excluding VAT and Tax) + BDT Amount (Including VAT and Taxes in Bangladesh)	For Five Years (Total)																																																																																																						

SI No.	Reference	Original Description	Revised Description
27	Page 252; Article 8, Schedule G, Section VI	Amount of Advance Payment shall be equal to ten percent (10%) of the Annual Operating Fee, as applicable for the first year of annual operating fee. The Advance Payment shall be deducted in equal installments in monthly basis over a period of twelve (12) months from the monthly payments of Annual Operating Fee, as applicable for the first year.	Amount of Advance Payment shall be equal to ten percent (10%) of the Mobilization period fee, as applicable for the total Mobilization Fee. The Advance Payment shall be deducted in equal installments in monthly basis over a mobilization period from the monthly payments of Mobilization period fee.
28	Page 253; Article 11, Schedule G, Section VI	By the fifteenth (15th) day of the first month of each contract year, the Contractor and the Employer shall prepare and resolve Liquidated Damages and bonus calculation as specified in Schedule G2, and an adjustment will be made to take account of any difference between the actual amount that is due for such period and the sum of the actual amount billed by the Contractor against Employer, and the difference (if any) shall either become payable by Employer to the Contractor within thirty days of such determination (in the case of any underpayment) or deducted from any payments due to the Contractor from the Employer in the first Monthly Invoice in the Contract Year immediately following such period (in respect of any overpayment). In the last Contract year, if the following payment cannot cover the Liquidated Damage amount, the Employer have the right to draw upon the Performance Security. Liquidate Damage in any Contract Period shall not exceed USD Twenty Million (USD20,000,000.00) or 20% of contact value which one is higher.	By the fifteenth (15th) day of the first month of each contract year, the Contractor and the Employer shall prepare and resolve Liquidated Damages and bonus calculation as specified in Schedule G2, and an adjustment will be made to take account of any difference between the actual amount that is due for such period and the sum of the actual amount billed by the Contractor against Employer, and the difference (if any) shall either become payable by Employer to the Contractor within thirty days of such determination (in the case of any underpayment) or deducted from any payments due to the Contractor from the Employer in the first Monthly Invoice in the Contract Year immediately following such period (in respect of any overpayment). In the last Contract year, if the following payment cannot cover the Liquidated Damage amount, the Employer have the right to draw upon the Performance Security. Liquidate Damage in any Contract Period shall not exceed USD Twenty Million (USD20,000,000.00).
29	Page 261; Article 1.1.2(a), Section VII	(a) "Contractor" means the means the company to be formed by the successful bidder(s), who are named as contractor in the Letter of Bid, and incorporated under the Companies Act, 1994 (Act 18 of 1994) of Bangladesh, with its registered office located in Bangladesh, and its permitted successors and assignees.	(a) "Contractor" means the company formed by the successful bidder(s), who are named as contractor in the Letter of Bid, and its permitted successors and assignees. After the signing of the contract agreement the words "Bidder", "successful bidder" in the contract document will be considered as "contractor".
30	Page 262; Article 1.1.2(d), Section VII	(d) "Employer" means the person named as employer in the Contract Data and the legal successors in title to this person.	(d) "Employer" means the person named as employer or owner in the Contract Data and the legal successors in title to this person.
31	Page 303; Sub-clause 8.6, Part A, Section VIII	Target to start replacement some of the working level positions of O & M personnel (engineers to technician) from the beginning of the second year and substantial replacement by end of Contract Period.	Target to start replacement some of the working level positions of O&M contractor's personnel (engineers to technician and others) by employer's hired personnel (engineers to technician and others) from the beginning of the second year of after COD period and substantial replacement by end of

SI No.	Reference	Original Description	Revised Description
			Contract Period as per the replacement plan provided by the contractor in bid document.
32	Page 304; Sub-clause 16.3, Part A, Section VIII	The performance security will be in the form of a performance bond in the amount(s) of USD Twenty Million (USD20,000,000) or 20% of contact value which one is higher.	The performance security will be in the form of a performance bond in the amount(s) of USD Twenty Million (USD20,000,000).

Rit

97. 6

T. 14