

IFB No.: BIFPCL/OTM/Site C&M/2022/222; Date: 22.11.2022	BIDDING DOCUMENT No.: BIFPCL/OTM/Site C&M/ 2022/222, Date: 22.11.2022	Clrf Doc. No : BIFPCL/OTM/Site C&M/2022/222/CLRF-01 dated 02.02.2023
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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
1	SECTION-I	3.0	1 of 6	In order to prepare thorough and competitive bid, site visit is required and being an Indian Company, we shall have to full fill the visa formalities to undertake the same. Hence, it is requested to extend the Bid Receipt Date by at least 30 days. Please confirm.	Bidder may please refer e-mail dated 02.02.2023 regarding extension of last date of submission of Bid (Technical Proposal and Financial Proposal) and Opening of Technical proposal up to 20.02.2023.
2	SECTION-II	2.17	7 of 29	In the event of award, the successful bid should be allowed to source workman level manpower through reputed manpower supplier companies locally / Indian and its local agent, if required with no dilution in its contractual liabilities. However, all the manpower engineers and above shall be on direct rolls. Please clarify.	Provisions of Bidding documents are clear shall prevail.
3	SECTION-II	2.3 of 5.5	11 of 29	What will be the ratio to be maintained of foreign manpower and local manpower, as per the requirement of the Laws of Bangladesh. Please clarify.	Bidder has to follow the regulations of Bangladesh regarding deployment of foreign manpower. Bidder's may go through the various Bangladesh regulations and contact with the concerned local expert/authority in this regard. Bidder may please refer various clauses in the bidding document including Clause no. 8.8 of Section-II, Clause no. 74 & 75.15 of Section-III in this regard.
4	SECTION-II	2.7 of 5.5	11 of 29	What will be the licenses, permits and inspections required by the Contractor from local Authorities under Maintenance Contract. Please clarify.	Provisions of Bidding documents are clear in this regard and shall prevail. Bidder may also please refer clarification mentioned at S No 3 above.

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5	SECTION-II	2.10 of 5.5	12 of 29	The time given for increasing and decreasing of manpower as per Employer's requirement shall be mutually discussed and agreed. Please clarify	Deployment shall be done as per decision of EIC. The provisions of Bidding Documents are clear and shall prevail.
6	SECTION-II	2.13 of 5.5	12 of 29	In today's uncertain scenario, it is difficult to offer firm prices for the period of 2 + 1 years. Hence, Bidders may be allowed to quote firm prices for first contractual year and then YOY escalation in prices linked with CPI. Please clarify.	Provisions of Bidding documents shall prevail. Bidder may also please refer Sl. No. 4/4.1 & 6/6.1 of Amendment no. 1 to bidding document
7	SECTION-II	2.14 of 5.5	12 of 29	We request to let us know the prevailing minimum wages category wise and revision trend of the same of last 5 years.	Bidder is suggested to go through the various rules & regulation of GoB in this regard. Provisions of Bidding documents shall prevail.
8	SECTION-II	7.13	26 of 29	The description of Sub-Clause 7.13.1 is not clear. Please clarify.	The clause is regarding verification of documents/ credentials submitted by the Bidder. Provisions of Bidding documents are clear and shall prevail.
9	SECTION-II	2 of 8.3	27 of 29	We request to accept Performance Security for 10% of Annual Contract Price and same shall be renewed 30 days before the expiry of first contractual year for the second contractual year as per accepted norms of the industry. Please clarify.	Contract Performance Security shall be of a value equivalent to ten percent (10%) of the total Contract Price. After 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.

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					Bidder may please refer Sl. No. 3 of Amendment no. 1 to bidding document in this regard.
10	SECTION-III	Cl 19	09 of 25	The Contractor shall be given at least 3 months for replacing any personnel for any reason whatsoever. Please clarify.	Provisions of Bidding documents are clear and shall prevail.
11	SECTION-III	Cl 27	12 of 25	The sum assured required for the insurance cover in context of personal injury or death of Contractor's employees and third party as per GoB Laws. Please clarify.	Bidder has to follow the regulations of Bangladesh in this regard. Bidder may please refer Clause no. 8.8 of Section-II, Clause no. 75.15 of Section-III of the Bidding Document.
12	SECTION-III	Cl 32	14 of 25	We request limitation to maximum penalty and liquidated damages to be revised to 5% of the Annual Contract Value as per the accepted and common norms for such kind of assignments. Please clarify.	Provisions of Bidding documents shall prevail.
13	SECTION-III	Cl 42	16 of 25	The total payment due to the Contractor shall not exceed the Contract Price, which shall be exclusive of all taxes except the deployed persons personal income tax. Also, the Contractor shall be paid for the additional services extra under COC Sub-Clause 15. Please clarify.	Provisions of Bidding documents are clear and shall prevail.
14	SECTION-III	Cl 46	17 of 25	We request to consider 10% advance after mobilization of agreed resources in terms of manpower, T&Ps and consumables, so as to sustain the cash flow of the Project. The same may be deducted in 12 equal monthly	Provisions of Bidding documents shall prevail.

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				installments from the monthly bills of the Contractor. Please clarify.	
15	SECTION-III	Cl 47	17 of 25	We request to consider interest rate applicable for short term deposits in Bangladesh for the delayed period or secure monthly payment on time through LC.	Provisions of Bidding documents shall prevail.
16	SECTION-III	Cl 60 & 61	20 of 25	We request 28 working days and 90 days written notice respectively for terminating the contract by Employer on account of insolvency and convenience respectively. Please clarify.	Provisions of Bidding documents shall prevail.
17	SECTION-III	Cl 75.2	24 of 25	What are standard shift timings as per prevailing Laws of Bangladesh? Please clarify.	Shift timings shall be decided by EIC. Provisions of Bidding documents shall prevail.
18	SECTION-III	Cl 75.4	25 of 25	What are the norms of wages payment on account of overtime as per Laws of Bangladesh? Please clarify.	Provisions of Bidding documents is clear and shall prevail.
19	SECTION-III	Cl 75.8	25 of 25	What is the Covid-19 SOP of BIFPCL/GOB? Please clarify	Provisions of Bidding documents shall prevail.
20	SECTION-III	Cl 75.14	25 of 25	In today's uncertain scenario, it is difficult to offer firm prices for the period of 2 + 1 years. Hence, Bidders may be allowed to quote firm prices for first contractual year and then YOY	Provisions of Bidding documents shall prevail. Bidder may please refer Sl. No. 4/4.1 & 6/6.1 of Amendment no. 1 to bidding document

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				escalation in prices linked with CPI. Please clarify.	
21	Not Mentioned			The aggregate contractual liability shall be limited to 100% paid yearly contract net value, exclusive of all taxes, duties and levies. All indirect and / or consequential losses such as loss of generation, loss of profit etc. shall be excluded.	Bidder may please refer Sl. No. 7 of Amendment no. 1 to bidding document in this regard.
22	Not Mentioned			Both Employer and Contractor shall waive any right of recovery against each other. This Clause shall constitute a full waiver of the insurer's rights of subrogation. Each Party will ensure that Insurance Companies will not have any right of subrogation against the other party	Provisions of Bidding documents shall prevail.
23	Not Mentioned			What are the statutory norms on account of manpower wages and leave policy of BIFPCL.	Bidder is suggested to go through the various rules & regulation of GoB in this regard. Provisions of Bidding documents shall prevail.
24	SECTION-IV	16 of 3.0	04 of 52	<i>Bottom Ash Handling System: - i) MAC extractor conveyor ii) Crusher iii) Post Cooler iv) Dry ash Storage Silo v) Vibrating Feeder for BA vi) Hammer Mill BA vii) Telescopic Unloader BA viii) Belt conveyor for BA ix) Associated piping, conveyor, valves, gates/dampers, fittings and line items, etc.</i> -These equipment are not covered in Scope of work.	Bottom Ash Handling System is included in the scope of work. Bidder may please refer Sl. No. 8 of Amendment no. 1 to bidding document.

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25	SECTION-IV	xxiii of 4.1	07 of 52	<i>Fluidizing Blowers for Fly Ash Intermediate Silo: Type of blower: Positive displacement Twin Lobe blower. -Fly ash Intermediate Silo -</i> Will be under vendor scope?	The referred system is in the scope of bidder.
26	SECTION-IV	IV of 5.1	10 of 52	<i>The contractor shall do the welding of HP/LP piping as and when required as per procedure. Qualified and tested Welders as per requirement are to be engaged. Deployment of welders and helpers is to be done as and when required/ on round the clock basis to meet the emergency requirement as directed by EIC. Removal of insulation prior to the welding job and Re-insulation after completion of job to be done by Party as per requirement.</i> -Insulation skill manpower not given in Manpower deployment plan.	The job of insulation is not of routine nature and as and when required, will be assigned by EIC to any of the manpower in the manpower category. Necessary assistance shall be provided in this regard.
27	SECTION-IV	VI of 5.1	10 of 52	<i>The contractor shall assist in Online leakage work of Pipelines and Valves as and when required/ round the clock basis as directed by EIC.</i> -Please confirm Online leakage arresting agency will be mobilized by BIFPCL.	Online leakage agency will be arranged by BIFPCL. Only manpower support and assistance is in bidder's scope.
28	SECTION-IV	xi of 5.1	10 of 52	<i>All Types of Maintenance activities shall be done by Contractor as and when required on round the clock basis as directed by EIC.</i> -Limited to the contractor scope only.	Provisions of Bidding documents shall prevail. The contractor manpower shall be utilized for the maintenance activity as per the scope & intent of specification as mentioned in bidding document.
29	SECTION-IV	xii of 5.1	10 of 52	<i>The contractor shall carry out FRE/GRP/FRP work of Water Box/chamber/ FRP/GRP piping as and when required. Consumables like Resin/ CSM mat shall be under the scope of contractor.</i>	Provisions of Bidding documents shall prevail. The job of FRE/GRP/FRP repair work is not of routine nature and as and when required, will be assigned by

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				-FRE/GRP/FRP skill manpower not given in Manpower deployment plan	EIC to any of the manpower within the manpower category. Necessary assistance shall be provided in this regard.
30	SECTION-IV	xiii of 5.1	10 of 52	<i>The contractor shall carry out Rubber lining of Piping/ Equipment / Tank as and when required. Consumables like vulcanized Rubber/ Binding agent shall be under contractor's scope.</i> - Rubber lining of Piping/ Equipment / Tank skill manpower not given in Manpower deployment plan	Provisions of Bidding documents shall prevail. The job of Rubber lining repair work is not of routine nature and as and when required, will be assigned by EIC to any of the manpower within the manpower category. Necessary assistance shall be provided in this regard.
31	SECTION-IV	xiv of 5.1	10 of 52	<i>The contractor shall do Maintenance / Servicing/ Gas filling/ Brazing of Cu Tubing/ Cu tubing/ Trouble shooting of Split/ Cassette/ HVAC equipments</i> - Similar skill manpower not given in Manpower deployment plan	Provisions of Bidding documents shall prevail. The job of brazing work is not of routine nature and as and when required, will be assigned by EIC to any of the manpower within the manpower category. Necessary assistance shall be provided in this regard.
32	SECTION-IV	xvi of 5.1	11 of 52	<i>During unit shutdown of small / long periods contractor shall have to complete all work within the scheduled period of shutdown. For this the contractor shall plan his activities as per schedule given by the engineer - in charge and will increase manpower and other resources, if required.</i> -Shutdown period to be mutually discussed and agreed. Minimum 3 months required for	In case additional manpower and resources is provided beyond the scope of the contract, the same shall be dealt as per provisions of bidding document. Bidder may please refer Cl 44 of Section III in this regard.

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				mobilization of additional resources required for shutdown.	
33	SECTION-IV	xvii of 5.1	11 of 52	<p><i>Major Overhauling of Boiler and Turbine / Generator & Turbine of TDBFP is excluded from the scope, but work that can be done without major dismantling and can be attended, is within the scope of the contract.</i></p> <p>-Our Understanding is Major overhauling means capital overhauling, it comes every five years for Boiler and Turbine / Generator & Turbine of TDBFP and others Auxiliaries. Also Please define the major dismantling which is not under contractor scope of work. Also confirm about Annual overhauling (AOH) / Planned overhauling of Equipment's such as Boiler (Pressure Parts, Non-Pressure Parts, Rotary Equipment's), TurbineGenerator (Main Turbine, Generator, Pumps and static equipment) is under BIFPCL</p>	<p>Provisions of Bidding documents are clear & shall prevail.</p> <p>Bidder may please refer Cl 5.1.xvii of Section IV in this regard.</p>
34	SECTION-IV	xviii of 5.1	11 of 52	<p><i>To facilitate the execution of work, EOT cranes have been provided on various equipment, but in case same are not available due to any reason, the contractor shall have to make alternate arrangement to complete the job in time at no extra cost to BIFPCL.</i></p> <p>-We request to consider the cost of alternate arrangement by BIFPCL.</p>	<p>The intent of the clause is to make alternate arrangement, if regular equipment provided for handling the system is not in working condition or not available due to the reasons attributable to BIFPCL. In such case, the alternate equipment, if required other than the contractor's scope of T&P, shall be provided by BIFPCL.</p>

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35	SECTION-IV	xxiv of 5.1	11 of 52	<p><i>Adherence to predictive maintenance schedule like monthly vibration measurement of rotating equipment and thermography of HT/LT motors and panels etc.</i></p> <p>-Our understanding is condition monitoring is under contractor scope and required equipments such as vibration analyzer and Temperature gun etc. will be under BIFPCL scope.</p>	<p>In case, any T&P and/or equipment, if required other than the contractor's scope of T&P and/or equipment, shall be provided by BIFPCL.</p> <p>Provisions of Bidding documents shall prevail.</p>
36	SECTION-IV	xxxvii of 5.1	12 of 52	<p><i>Maintaining oil purity level by purification, topping up, sending samples to lab for periodic testing. Oil purification units will be provided by BIFPCL.</i></p> <p>-Lab testing by BIFPCL.</p>	<p>In case, any T&P and/or equipment, if required other than the contractor's scope of T&P and/or equipment, shall be provided by BIFPCL.</p> <p>Provisions of Bidding documents shall prevail.</p>
37	SECTION-IV	xliii of 5.1	12 of 52	<p><i>The contractor shall perform the relevant work activities towards completion of the assignments within the given time frame as per EIC instruction. EIC reserve the right to impose penalty for completion of work beyond given time frame.</i></p> <p>-Activity time schedule to be mutually discussed and agreed.</p>	<p>Provisions of Bidding documents shall prevail.</p>
38	SECTION-IV	5.4	12 of 52	<p><i>Exclusions: i) Coal handling plant ii) Ash handling plant including bottom ash system iii) Jetty & equipment iv) Silos for Gypsum, fly ash & Bottom Ash v) Coal Tripper vi) Conveying system of CHP</i></p> <p>-BA handling system has been mentioned in Equipment list.</p>	<p>Bidder may please refer clarification mentioned at S No 24 above.</p>

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39	SECTION-IV	1 of 6.1	13 of 52	<p><i>Bidders may visit MSTPP Plant before bidding for assessment of work in detail if it is required. This contract involves Mechanical Maintenance of all systems of Main plant BTG package including offsite area.</i></p> <p>-Please provide plot plan/ layout of Plant. We request for a tentative schedule for Plant visit before submission of Bid for better understanding of Equipment and location.</p>	<p>The provisions of bidding documents are clear and shall prevail.</p> <p>The bidder may visit any time before bid submission and acquaint itself with the plant and existing conditions.</p> <p>Bidder may please refer Cl 2.9 of Section II in this regard.</p>
40	SECTION-IV	1 of 6.6	16 of 52	<p><i>The duration of contract will be Two years from the date of start of the work. However, BIFPCL reserves the right to review the contract period any time and has right to short closure of contract without even assigning any reason. Contractor has to abide by BIFPCL decision.</i></p> <p>-The short closure of contract on account of convenience will require written advance notice period of 90 days. Please confirm.</p>	<p>The provisions of bidding documents are clear and shall prevail.</p>
41	SECTION-IV	2 of 6.6	16 of 52	<p><i>This Contract can be extended for period up to One year as per the requirement with same Rate and Terms & Conditions. However, performance of the agency will be evaluated and only then further continuation of the contract is decided by the BIFPCL management.</i></p> <p>-In today's uncertain scenario, it is difficult to offer firm prices for the period of 2 + 1 years. Hence, Bidders may be allowed to quote firm prices for first contractual year and then YOY</p>	<p>The provisions of bidding documents are clear and shall prevail.</p> <p>Bidder may please refer Sl. No. 4/4.1 & 6/6.1 of Amendment no. 1 to bidding document</p>

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				escalation in prices linked with CPI. Please clarify.	
42	SECTION-IV	6.7	16 of 52	<i>The contract may be short closed during the execution period at any time with an advance notice of 15 days (minimum) without assigning any reason.</i> -The short closure of contract on account of convenience will require written advance notice period of 90 days. Please confirm.	The provisions of bidding documents are clear and shall prevail.
43	SECTION-IV	1 of 7.1	18 of 52	<i>Shifting of Sky-climber (inside / outside furnace) & test load (weights) for Load Testing trial and Certification outside Furnace.</i> -Certification will be in employer scope. Please confirm.	The provisions of bidding documents are clear and shall prevail. Bidder may please refer Cl 5.1.xl of Section IV in this regard.
44	SECTION-IV	8.1	28 of 52	<i>Tentative Deployment of manpower</i> -Shift Rota not mentioned, required to calculate reliever.	Shift Rota shall be decided by EIC.
45	SECTION-IV	b of 17.0	35 of 52	<i>On completion of work, the contractor shall return the T&P issued by BIFPCL in satisfactory working condition. Any damage caused to the T&P shall have to be made good by the contractor, including the cost of spares (if required). If contractor is not able to repair the T&P cost of the damaged component including repair charges as decided by BIFPCL shall be recovered from the contractor however,</i>	Details of T&P shall be shared with successful bidder on job based time to time.

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				<p>liability of the contractor on this account is limited executed value of the contract.</p> <p>-Normal wear and tear will be excluded.</p> <p>Request BIFPCL to provide list of special T&P provided by OEM's and available with plant.</p>	
46	SECTION-IV	ANNEXUR E-II	50 of 52	<p><i>TENTATIVE Yearly QTY (Requirement)</i></p> <p>-The quantities mentioned appear to be tentative monthly consumption. Please review and confirm.</p>	The provisions of bidding documents are clear and shall prevail.
47	SECTION-II	5.3 (The Bid)	09 of 29	Please clarify that proposal Envelope Should be Submitted in Hard copy to your Given Address or Bid To be submitted on any eprocurement Portal.	Provisions of Bidding documents are clear and shall prevail.
48	SECTION-II	5.7 (Taxes & Duties)	12 of 29	Please clarify the Taxes, Duties, Levies and any other Taxes applicable in Bangladesh.	<p>Bidder has to follow the Bangladesh rules & regulations in this regard.</p> <p>Provisions of Bidding documents are clear and shall prevail.</p>
49	SECTION-II	5.11(Bid Security)	14 of 29	Please clarify that if we submit the BG in form of EMD then that stamp duties of India Shall be accepted and the Value of stamp duties need to be confirmed.	<p>Bidder has to ascertain the same by themselves.</p> <p>Bidder may please refer various clauses in the bidding document including Clause no. 8.8 of Section-II, Clause no. 75.15 of Section-III in this regard.</p>
50	SECTION-II	8.3 (Performance Security)	27 of 29	Please clarify that if we submit the Performance Bank Guarantee in form of performance security then that stamp duties of India Shall be accepted and the Value of stamp duties need to be confirmed.	Bidder may please refer clarification mentioned at S No 49 above.

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51	SECTION-III	27.1 (Insurance to be taken by Contractor)	12 of 25	Please clarify the type of Insurance to be taken by contractor.	Bidder may please refer clarification mentioned at S No 11 above.
52	SECTION-III	75.14	25 of 25	Given clause that award shall be on firm Price Basis. The price Variation clause is not applicable. Please clarify schedule of Minimum wages rise in Bangladesh and what is Average rise in Minimum wages from last 3 Years	Bidder may please refer Sl. No. 4/4.1 & 6/6.1 of Amendment no. 1 to bidding document. Bidder may please refer clarification mentioned at S No 7 above.
53	SECTION-IV	5.1 (Vi)	10 of 52	Only Manpower assistance with given manpower shall be given for Online Leakages Work of Pipelines and Valves as and when required/ round the clock basis as directed by EIC.	Provisions of Bidding documents are clear and shall prevail. Bidder may please refer clarification mentioned at S No 27 above.
54	SECTION-IV	5.1 (Xiii)	10 of 52	Rubber Lining of piping/ equipment/ tank as and when required shall be done by given manpower as per given clause 8.1 (Tentative manpower deployment). Consumables Qty need to be confirm to take estimation cost.	Provisions of Bidding documents shall prevail. The job of Rubber lining repair work is not of routine nature and as and when required, will be assigned by EIC to any of the manpower within the manpower category. Necessary assistance shall be provided in this regard. Further, bidder may please refer Sl. No. 10 of Amendment no. 1 to bidding document.
55	SECTION-IV	5.1 (xxxii)	11 of 52	As per clause given material shifting from store to maintenance site and from site to store is under services of contractor.	Bidder to make own arrangement for movement of material. Bidder may also use the available resources of BIFPCL for movement of material as per discretion of EIC.

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				Please clarify that required equipment (i.e. Crane/Hydra/MUV/Tractor/ Trolley/Trailor) shall be free issued by BIFPCL.	For extra large equipment & very heavy equipment, transport facility shall be provided by BIFPCL.
56	SECTION-IV	6.1.12	13 of 52	Minimum staff & Workman Wages applicable at site need to be confirm.	Bidder may please refer clarification mentioned at S No 7 above.
57	SECTION-IV	6.1.13	14 of 52	Statutory compliances requirements under Law of GoB need to be confirm	Provisions of Bidding documents shall prevail. Bidder may also please refer clarification mentioned at S No 3 above.
58	SECTION-IV	6.1.22	14 of 52	Contractor shall depute manpower on Fridays, National Holidays and Gazetted Holidays. Please confirm the total National Holidays and gazette holiday list applicable at site.	Provisions of Bidding documents are clear and shall prevail. Bidder may also please refer clarification mentioned at S No 3 above.
59	SECTION-IV	8.1 (Tentative Deployment of Manpower)	28 of 52	We understand that given manpower i.e. 105 Nos is including Leave/ Shift Relievers. Please clarify.	Provisions of Bidding documents are clear and shall prevail.
60	SECTION-III	10	6 of 25	Please specify the applicable taxes in Bangladesh. Request to please provide in details percentage of taxes to be considered for bidding.	Bidder may please refer clarification mentioned at S No 48 above.



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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
61	SECTION-II	Clause 27	12 of 25	Please specify the applicable insurance for the contract.	Bidder may please refer clarification mentioned at S No 11 above.
62	SECTION-IV			Please clarify required special consumables shall be provided by BIFPCL	Provisions of Bidding documents are clear and shall prevail.
63	Section - IV	5.1 Vi	10 of 52	<i>"The contractor shall assist in Online leakage work of pipelines and valves"</i> Bidder understand that only manpower support to be provided during online leakage work. However, the agency for online leakage work will be arranged by Customer. Kindly confirm	Bidder may please refer clarification mentioned at S No 27 above.
64	Section IV	5.1 Vii	10 of 52	<i>"The contractor shall mobilize gang for attending various breakdown jobs as and when required / round the clock as directed by EIC"</i> Bidder understanding is that no any additional gang / manpower to be added over and above minimum manpower required as per tender specification.	In case additional manpower and resources is provided beyond the scope of the contract, the same shall be dealt as per provisions of bidding document. Bidder may please refer Cl 44 of Section III in this regard.
65	Section IV	5.1 Xiii	10 of 52	<i>"The contractor shall carry out Rubber Consumables like Vulcanized rubber / binding agent shall be under contractor's scope."</i> Since rubber lining work in pipe / equipment / tanks are specialized work and is being done by specialized agency, hence we	Bidder may please refer clarification mentioned at S No 54 above.

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				request customer to remove this scope from O&M contractor.	
66	Section IV	5.1 Xvi	11 of 52	<p><i>"During shutdown of small / long periods contractor shall have to complete all work within the scheduled period of shutdown. For this the contractor shall plan his activities as per schedule given by EIC and will increase manpower and other resources, if required."</i></p> <p>Since this is purely manpower supply contract and also defined fixed manpower in the tender. Hence we request customer to clarify that how payment will be done for the deployment of additional manpower and resources if required.</p> <p>Bidder also request to provide a sufficient window to arrange additional manpower and resources.</p>	Bidder may please refer clarification mentioned at S No 32 above.
67	Section IV	5.1 Xvii	11 of 52	<p><i>Major overhauling of Boiler and Turbine / Generator & turbine of TDBFP is excluded from the scope, but the work can be done without major dismantling and can be attended, is within scope of contractor."</i></p> <p>Bidder assume that overhauling work that can be attended within existing manpower and resources, and available tools and tackles under supervision and guidance of BIFPCL EIC. Any additional requirement of</p>	Bidder may please refer clarification mentioned at S No 33 above.

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				manpower, tools & machineries shall be discussed and mutually agreed.	
68	Section IV	5.1 XiX	11 of 52	<p><i>"Any activities associated with the scope not mentioned but requires for successful completion of the job is within the preview of this contract."</i></p> <p>Since this is manpower supply contract with tools. This clause should not be applicable to the O&M contractor.</p>	Bidder may note that any associated job not mentioned but requires for successful completion of the specified job as per the intent of specification & as decided by EIC, is within the purview of this contract. Bidder has to perform the job with the resources envisaged in the contract.
69	Section IV	5.1 XXiv	11 of 52	<p><i>"Adherence to predictive maintenance schedule like monthly vibration measurement of rotating equipment and thermography of HT/LT motors and panels etc"</i></p> <p>We understand that equipment specific schedule of measurements for predictive maintenance will be provided by BIFPCL. Requisite equipment will be provided by BIFPCL. Manpower support from existing team will be provided.</p>	Bidder may please refer clarification mentioned at S No 35 above.
70	Section IV	5.0 xxix	11 of 52	<p><i>"Consumption of spares/consumables for routine maintenance should be given 6 months in advance. Reconciliation statement to be produced every month."</i></p> <p>Since spare planning and management is with customer, hence reconciliations will be done by customer. Kindly clarify.</p>	Provisions of Bidding documents are clear & shall prevail.



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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
71	Section IV	5.0 XXXii	11 of 52	<p><i>"Movement of material from store to maintenance site, from site to store etc. shall be under the services of the contractor"</i></p> <p>Bidder understanding is that all material handling equipment like Hydra/Trolley/Tractor etc along with operators will be provided by customer. Kindly clarify.</p> <p>However bidder shall provide manpower assistance for getting transportation of material inside the premises.</p>	Bidder may please refer clarification mentioned at S No 55 above.
72	Section IV	5.0 XXXiii	12 of 52	<p><i>"Proper disposal of waste generated out of the maintenance activity as per the instruction of EIC"</i></p> <p>Bidder understanding is that all material handling equipment like Hydra/Trolley/Tractor etc along with operators will be provided by customer. Kindly clarify.</p> <p>However bidder shall provide manpower assistance for getting transportation of material inside the premises.</p>	Provisions of Bidding documents are clear & shall prevail.
73	Section IV	5.0 XXXvii	12 of 52	<p><i>"Maintaining oil purity level by purification, topping up, sending samples to lab for periodic testing. Oil purification units will be provided by BIFPCL."</i></p>	Bidder may please refer clarification mentioned at S No 36 above.

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				Bidder understand that collection of oil sample and sending it to customer's lab will be in the scope of O&M contractor.	
74	Section IV	5.0 xl	12 of 52	<p><i>"Required Statuary compliance and approvals of plant equipment, tools/tackles, EOT cranes, hoists etc as per prevalent rules & regulations"</i></p> <p>Since we are supplying manpower and tools & plants, hence bidder's statutory compliance and approval limited to bidder's scope of work. Please clarify the clause.</p>	Provisions of Bidding documents are clear & shall prevail.
75	Section IV	6.1 - 17	14 of 52	<p><i>"Wages shall be paid to staff by the contractor through bank account / payment slip / bank slip should be attached while submitting bill."</i></p> <p>Bidder shall not be in position to share its employee salary details. Any alternate document may include on mutual discussion.</p>	<p>Bidder to comply.</p> <p>Provisions of Bidding documents are clear & shall prevail.</p>
76	Section IV	17 a	35 of 52	<p><i>"The collection / transportation of material to site to be carried out by contractor at its own cost."</i></p> <p>All the HEMM's and transportation mechanism to be provided by BIFPCL</p>	Bidder may please refer clarification mentioned at S No 55 above.
77	Section IV	Annexure 1	37 of 52	<p><i>"Transport of Spare / machines from store to site or elsewhere inside plant is in scope of contractor"</i></p> <p>Bidder shall provide manpower support, however all the HEMM's and transportation mechanism to be provided by BIFPCL</p>	Bidder may please refer clarification mentioned at S No 55 above.

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78	General	-		<p>Battery Limit to be clearly defined -</p> <ol style="list-style-type: none"> 1. CHP and Bunker 2. AHP and Boiler (bottom and Fly ash) 3. Water circuit 4. Scrap <p>Bidder understanding for battery limit as below:</p> <ol style="list-style-type: none"> 1. Scope start from Coal Bunker outlet gate 2. Boiler scope starts from bottom seal to ESP inlet. 3. ESP battery limit up to ESP hopper outlet gate. <p>Water scope starts from plant inside pre treatment plant.</p>	<p>Provisions of Bidding documents are clear & shall prevail.</p> <p>Bidder may please refer clause 5.0 "Scope of work" & clause 5.5 "Exclusion" of Technical Specification (Section-IV).</p> <p>Bidder may also refer Sl. No. 8 of Amendment no. 1 to bidding document.</p>
79	Section-II	2.7	5 of 29	<p><i>"Bidders shall be required to have the legal capacity to enter into the Contract. A Bidder that is under a declaration of ineligibility by the Government of Bangladesh, in accordance with applicable laws, as on the date of opening of Technical Proposal or thereafter, shall be Disqualified"</i></p> <p>Bidder understanding is that any legal requisite document from law of country / Govt of Bangladesh can be submitted by the Successful bidder.</p>	Provisions of Bidding documents shall prevail.
80	Section-II	2.17	7 of 29	<p><i>"The successful Bidder shall under no circumstances assign the services or any part of it to the Subcontractor(s)."</i></p>	<p>Local agent may be engaged at the discretion of Foreign bidder.</p> <p>Provisions of Bidding Document shall prevail.</p>

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				Bidder understand that there would be engagement of local / bidder's country contractor manpower in such type of contract. We request to revisit the clause.	
81	Section-III	12	7 of 25	<p><i>" The date on which this Contract shall come into force is from the Commencement of Services as decided by EIC after Contract Signing. For this, the EIC's notice to the contractor instructing to commence carrying out the Services shall be served."</i></p> <p>We request customer to provide 90 days for notice to proceed from effective of contract date.</p>	Provisions of Bidding documents shall prevail.
82	Section-III	46	17 of 25	<p><i>"Not Applicable"</i></p> <p>Bidder request to provide Advance Payment of 15% of the total Contract Value within 30 days after signing of contract.</p>	Provisions of Bidding documents shall prevail.
83	Section-III	47	17 of 25	Bidder request to define the due date of payment.	Provisions of Bidding documents shall prevail.
84	Section-III	49	17 of 25	<p><i>"The final payment under this Contract shall be made only after the 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."</i></p> <p>Kindly clarify</p>	Bidder may refer Sl. No. 5 of Amendment no.1 to bidding document.

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85	Section-IV	6.7	16 of 52	<p>Termination of contract- Bidder request to inform increase advance notice days from 15 to 45 days. Also provide the cost of 45 days.</p> <p>Also request to provide termination right to the O&M contractor on account of delayed payment not attributable to O&M contractor.</p>	<p>Provisions of Bidding documents shall prevail.</p> <p>Bidder may refer 59.1.b(vii), Page 20 of 25 to Section-III in this regard.</p>
86	Section-I	<p>5.0 Qualifying Requirements for Bidder 5.1.0 Technical Criteria & 5.2.0 Financial Criteria</p>	2 of 6	<p>In the qualification Criteria; there is no provision of forming a Joint Venture or a Consortium between two or more companies.</p> <p>We have been dealing business in the power sector/ utilities since 1978; as per our long experience this kinds bid usually allows JV or Consortium provision and enables mass participation of the bidders.</p> <p>Very often the foreign companies hesitate to take the responsibility of opening bid securities, Performance Guarantees; even they are feeling unsafe to invest money during this crucial financial/ economic crisis over the world. Basically they are willing to perform the job but they want a partner from local who having experience to deal the facilities & arrangements to be handled locally.</p> <p>Therefore, we would like to request your authority to incorporate the Joint venture and Consortium provision specifying 5.1.0</p>	Provisions of Bidding documents shall prevail.

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				Technical Criteria & 5.2.0 Financial Criteria for every partners.	
87	SECTION-IV	xvii of 5.1	11 of 52	for the scope of work maintenance except major overhaul, but how for simple and medium overhaul?	Bidder may please refer clarification mentioned at S No 33 above.
88	Section-III	12	7 of 25	when the effective date of contract after COD or before COD?	Provisions of Bidding documents are clear and shall prevail.

