

IFB No.: BIFPCL/OTM/Site C&M/2022/223; Date: 22.11.2022	BIDDING DOCUMENT No.: BIFPCL/OTM/Site C&M/2022/223, Date: 22.11.2022	Clrf Doc. No : BIFPCL/OTM/Site C&M/2022/223/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 21.02.2023.
2	SECTION-I	5.1.1	2 of 6	The single, two and three works executed values mentioned under qualifying requirements are too high as compared to the values at which similar contracts are awarded and executed in today's competitive scenario. Request the same may please reduced by at least 75%-80%. As usual and acceptable practice, the fresh orders are placed by the Clients every Calendar Year or Financial Year in line with yearly O&M budgets. Hence, if the same services are being provided on continual basis, then it should be treated as single work. Please clarify.	Provisions of Bidding documents shall prevail.
3	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.  The engagement of manpower is clearly defined in various clauses of bidding document including type of manpower, qualification, origin etc.
4	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.

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					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.
5	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 4 above.
6	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.
7	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. 6/6.1 & 10/10.1 Amendment no. 1 to bidding document.
8	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.
9	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.

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10	SECTION-II	2 of 8.3	28 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.  Bidder may please refer Sl. No. 3 of Amendment no. 1 to bidding document in this regard.
11	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.
12	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.
13	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	Provisions of Bidding documents shall prevail.

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				common norms for such kind of assignments. Please clarify.	
14	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.
15	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 installments from the monthly bills of the Contractor. Please clarify.	Provisions of Bidding documents shall prevail.
16	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.
17	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.
18	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.



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19	SECTION-III	CI 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.  Bidder may also please refer clarification mentioned at S No 8 above.
20	SECTION-III	CI 75.8	25 of 25	What is the Covid-19 SOP of BIFPCL/GOB? Please clarify	Provisions of Bidding documents shall prevail.
21	SECTION-III	CI 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 escalation in prices linked with CPI. Please clarify.	Provisions of Bidding documents shall prevail. Bidder may also please refer Sl. No. 6/6.1 & 10/10.1 of Amendment no. 1 to bidding document.
22	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. 11 of Amendment no. 1 to bidding document in this regard.
23	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.
24	Not Mentioned			What are the statutory norms on account of manpower wages and leave policy of BIFPCL.	Bidder may also please refer clarification mentioned at S No 8 above.
25	SECTION-IV	xx of 4.1	03 of 41	<i>Fluidizing Blowers for Fly Ash Intermediate Silo: Type of blower: Positive displacement Twin Lobe blower.</i>	The referred system is in the scope of Bidder.

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				-Will be under vendor scope?	
26	SECTION-IV	Vi of 5.1	09 of 41	<p><i>Overhauling of Generator 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><b>- Elaborate the scope of work for generator system in brief including Electrical testing.</b></p>	Provisions of Bidding documents are clear & shall prevail.
27	SECTION-IV	xvi of 5.1	10 of 41	<p><i>Contractor to work out requirement of consumables/ spares &amp; verifying availability and getting them issued from respective store, a day in advance of taking up the job at site.</i></p> <p><b>- Spare parts supply and availability verification shall be in BIFPCL scope</b></p>	<p>Provisions of Bidding documents are clear &amp; shall prevail.</p> <p>Spare parts are in the scope of BIFPCL.</p>
28	SECTION-IV	5.5	11 of 41	<p><i>5.0 Exclusions i. Coal Handling Plant ii. Ash Handling Plant including Bottom Ash handling system iii. Jetty &amp; equipment iv. Silos for Gypsum, Fly ash &amp; Bottom Ash v. Coal Tripper vi. Conveying system of CHP vii. Conveying system of Ash handling, Lime stone handling &amp; Gypsum viii. Ash Dyke</i></p> <p><b>-BA handling system has been mentioned in Equipment list.</b></p>	<p>Bottom Ash Handling System is included in the scope of work.</p> <p>Bidder may please refer Sl. No. 12 of Amendment no. 1 to bidding document.</p>



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29	SECTION-IV	1 of 7.0 (Electrical Maintenance)	18 of 41	<p>•Painting of Street Light Poles •Painting of various types of Panels / Equipment</p> <p>- Please confirm Paint material will be provided by BIFPCL, required manpower (Painter) not mentioned in tentative manpower list.</p>	<p>Paint is in the scope of BIFPCL and painter (to be covered through skilled Helper) is in the scope of contractor.</p> <p>Bidder may also refer Clause 75.11 of Section III.</p>
30	SECTION-IV	2 of 7.0 (C&I Maintenance)	21 of 41	<p>•Bunker level monitor maintenance</p> <p>- Not mentioned in scope of work</p>	It is in Bidder's scope
31	SECTION-IV	5 of 7.0 (C&I Maintenance)	22 of 41	<p>•Fabrication of frames etc. by cutting /welding of metal hardware</p> <p>- Required manpower (Welder) not mentioned in tentative manpower list.</p>	Bidder may please refer Sl. No. 13 of Amendment no.1 to bidding document.
32	SECTION-IV	8.1 of 8.0	31 of 41	<p>Tentative Deployment of manpower</p> <p>-Shift Rota not mentioned, required to calculate reliever.</p>	<p>Shift Rota shall be decided by EIC.</p> <p>Provisions of Bidding documents shall prevail.</p>
33	SECTION-IV		Not Mentioned	List of Consumables with tentative quantity not mentioned in tender documents .	<p>Consumables are not in the scope of contractor.</p> <p>Bidder may also refer Sl. No. 4,5 &amp; 7 of Amendment no.1 to bidding document.</p>
34	SECTION-II	2.19	08 of 29	Engaging of Local Agent is mandatory or if need on requirement	<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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35	SECTION-II	5.7	12 of 29	What are all the Applicable taxes in Bangladesh to be include in price bid	Bidder has to follow the Bangladesh rules & regulations in this regard.  Provisions of Bidding documents are clear and shall prevail.
36	SECTION-II	7.11	26 of 29	In case of foreign bidders, shall we quote all our Values in "BDT" or still we need to use only foreign currency.	Bidder has to compulsorily quote BDT for local manpower; however for foreign manpower, Bidder may quote USD or BDT.  Provisions of Bidding Document are clear and shall prevail.
37	SECTION-III	10.2	06 of 25	Authorization letter - any special note is required for Tools and Plants Transportation	Any specific requirement shall be discussed with EIC during execution of contract in line with provision of bidding document.  Provisions of Bidding documents shall prevail.
38	SECTION-III	10.5	06 of 25	Advance income Tax & VAT Rate of % in Bangladesh - Kindly Clarify on Rate of % in Bangladesh	Bidder has to follow the Bangladesh rules & regulations in this regard.  Provisions of Bidding documents are clear and shall prevail.
39	SECTION-III	10.6	06 of 25	Tax Identification number required for invoice - For foreign bidders, what is to be submitted for invoice purposes	Bidder has to follow the Bangladesh rules & regulations in this regard.  Provisions of Bidding documents are clear and shall prevail.

*[Handwritten Signature]*

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40	SECTION-III	10.7	06 of 25	Any change in Taxes shall be reimbursed by company- Kindly clarify	Provisions of Bidding documents shall prevail.  Bidder may also refer Clause 38 of section-III of the bidding document.
41	SECTION-III	10.8	07 of 25	What are all the license and permits applicable in Bangladesh, for the scope of work.	Provisions of Bidding documents are clear in this regard and shall prevail.  Bidder may also please refer clarification mentioned at S No 4 above.
42	SECTION-III	18.1	09 of 25	Approval of personnel - CV's of the personal going to deploy will be submitted once after the found to be a winning bidder	Bidder has to submit the CVs of personnel along with the bid as far as possible. If bidder is not able to submit along with the bid then the same can be submitted after award of contract  Provisions of Bidding documents shall prevail.
43	SECTION-III	19.3	09 of 25	In case of replacement needed in manpower, the additional expenses incurred for the replacement, will be get reimbursed at actuals	Additional expenses incurred for the replacement of manpower shall be in the scope of bidder.  Provisions of Bidding documents shall prevail.
44	SECTION-III	19.7	10 of 25	In case of replacement needed in manpower the schedule of 15 days is very less, incase if We are mobilizing from India	Provisions of Bidding documents shall prevail.
45	SECTION-III	27	12 of 25	For insurance any specific sum insured value to be covered, law of Bangladesh	Bidder has to follow the laws & regulations of GoB.  Provisions of Bidding documents shall prevail.

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46	SECTION-III	73	24 of 25	Safety Training to be through our internal team & submit the report or do we need to conduct through external agency - Kindly clarify	Training shall be governed as per the clause and suitable for the assigned work.  Provisions of Bidding documents are clear and shall prevail.
47	SECTION-III	74	24 of 25	What is the ratio of foreign manpower and local manpower, as per the law of GOB.	Bidder may please refer clarification mentioned at S No 4 above.
48	SECTION-III	75.1 & 75.2	24 of 25	It's a 24x7 duty, So the defined manpower count 80 nos., is including of shift/leave relievers or we need to consider additional manpower for relievers- Kindly clarify	The manpower envisaged under this contract is 80 nos.  Provisions of Bidding documents are clear and shall prevail.
49	SECTION-III	75.9	25 of 25	What are the operating license & statutory requirements to be obtained from GOB.	Provisions of Bidding documents are clear in this regard and shall prevail.  Bidder may also please refer clarification mentioned at S No 4 above.
50	SECTION-III	75.14	25 of 25	Awarded price is firm - So, in case of any revision in minimum wages as per GOB, the difference in amount on minimum wage is will be reimbursed or not, please clarify	Provisions of Bidding Document shall prevail.  Bidder may please refer Sl. No. 6/6.1 & 10/10.1 of Amendment no.1 to bidding document.
51	Bid and contract (section-V-A)	Technical proposal Submissio	Page 3	'Detail in respect of local agent - In this case, foreign bidder need to make "local agent" as mandatory- Pleas clarify	Bidder may please refer clarification mentioned at S No 34 above.

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		n letter-point 4.1			
52	Bid and contract (section-V-A)	Atachme nt-3A4-	Page-3 2.4.3, 2.5,2.6	Name plate details of Boiler, Turbine, Generator are being asked, whether power rating of the equipment acceptable.	Provisions of Bidding Document shall prevail.
53				What are the Minimum wages & statutory classification as per Bangladesh nation policy?	Bidder may also please refer clarification mentioned at S No 8 above.
54	Section-IV	1	1 of 41	1st Unit of power plant to be commissioned by Nov-Dec-22, So, the mobilization of manpower will be on phase manner or in a single lot of deployment is required.	Provisions of Bidding documents are clear and shall prevail.
55	Section-IV	5.1 (ii)	9 of 41	Kindly clarify in whose Scope is supply of scaffolding materials	Supply of Scaffolding is not in the scope of the contractor.  Provisions of Bidding documents are clear and shall prevail.
56	Section-IV	5.1 (XXVIII)	11 of 41	What are all Approvals of Plant and Equipment, tools & tackles, EOT cranes required -Please clarify.	Bidder will provide the manpower assistance for required Statuary compliance and approvals.  Provisions of Bidding documents shall prevail.
57	Section-IV	6.1 (13)	12 of 41	What are all the license applicable for the Foreign bidders	Provisions of Bidding documents are clear in this regard and shall prevail.  Bidder may also please refer clarification mentioned at S No 4 above.

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58	Section-IV	6.1 (3)	12 of 41	Only for the Engineers / technicians qualification certificates is required kindly clarify	Contractor has to submit qualification certificates of all the manpower.  Provisions of Bidding documents shall prevail.
59	Section-IV	6.11	16 of 41	Contractor performance security 10%, from scheduled Bank of Bangladesh - For foreign bidders, international bank is accepted	Bidder may please refer Sl. No. 1/ 2 of Amendment no.1 to bidding document.
60	Section-IV	Point 8 (Maintenance of Air conditioners in plant area)	19 of 41	Lab facility for PCB repairing activities - BIFPCL scope or Contractor scope – Kindly clarify	BIFPCL will provide the available facilities in plant for PCB repairing.
61	Section-IV	12.0	36 of 41	All trainings through internal team or external outsourced service- Kindly clarify	Training shall be governed as per the clause and suitable for the assigned work.  Provisions of Bidding documents are clear and shall prevail.
62		Form 1 - Bank Guarantee for Bid Security	Page No 158 of 166	Bid security to be issued on non-judicial stamp paper of appropriate value by a scheduled bank in Bangladesh or a foreign bank of international repute having correspondent bank located in Bangladesh, to make it enforceable.  <b>- Any specific stamp duty do indicated by "BIFPCL" to be followed. Or As a Indian Origin Bidder, can we make in Indian stamp paper as</b>	Bidder has to ascertain the same by themselves.  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.

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				per the stamp duty value, provided from Bank – Please clarify	
63				“Manpower Cost: Manpower deployment (80 nos) for 2 years i.e. 24 months’ duration” – But final Total Amount of last 2 column covers only Monthly cost, not of total 2 years’ value. <b>Hence, please clarify us it should be followed as like same format or do we need to make for the complete 2 years’ period Total.</b>	Bidder may please refer Sl. No. 16 of Amendment no.1 to bidding document.  Bidder has to consider revised format {Attachment 1P (Rev 01)} attached with Amendment No. 1 for Tender submission.
64	Section IV	5.1.ii	9 of 41	“Any associated work like removal of insulation, erection of scaffolding, arrangement for approach and access, etc., if required for carrying out maintenance, shall be in the scope of services of the contractor”  <b>Bidder understands that Scaffolding will be provided by BIFPCL</b>	Bidder understanding is correct.  Provisions of Bidding documents are clear and shall prevail.
65	Section IV	5.1.iii	9 of 41	“Responsibility of theft/pilferage/damage to dismantled part lies with contractor.”  <b>As the contract is for Manpower with tools, security is assumed to be excluded. Hence assumed to be excluded.</b>	Safe and proper storage of any dismantled part shall be within the scope of contractor.  Provisions of Bidding documents shall prevail.
66	Section IV	5.1.v	9 of 41	“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	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.

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				<p><i>given by the engineer - in -charge and will increase manpower and other resources, if required."</i></p> <p><b>Bidder understand that a proper notice with sufficient time (as agreed mutually and written thereof) shall be provided to bidder and any additional requirement of manpower will be at additional cost.</b></p>	Bidder may please refer Cl 44 of Section III in this regard.
67	Section IV	5.1.Vii	9 of 41	<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><b>Bidder understands that the arrangements available with BIFPCL will be used. Any additional arrangement required to be procured / hired from outside will need sufficient time to arrange and will be reimbursed by BIFPCL</b></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.</p> <p>In such case, the alternate equipment, if required other than the contractor's scope of T&amp;P, shall be provided by BIFPCL.</p>
68	Section IV	5.1.Viii	10 of 41	<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><b>Since it is a contract of Manpower supply with tools. This clause should not be applicable. However with the existing resources possible execution will be done.</b></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.



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69	Section IV	5.1.Xi	10 of 41	<p><i>"Ensure proper PTW before starting any work on the equipment"</i></p> <p><b>Providing PTW will be with BIFPCL EIC, however before execution our team will check PTW.</b></p>	Noted; however it is responsibility of contractor also to check & confirm the proper PTW & isolation of the system before starting the work.
70	Section IV	5.1.Xiii	10 of 41	<p><i>"Adherence to predictive maintenance schedule like thermography of HT/LT motors and panels etc."</i></p> <p><b>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 by contractor.</b></p>	<p>The clause is amply clear. Bidder has to deploy manpower as per the requirement and intent of specification.</p> <p>Provisions of Bidding documents shall prevail.</p>
71	Section IV	5.1.Xvi	10 of 41	<p><i>"Contractor to work out requirement of consumables/ spares &amp; verifying availability and getting them issued from respective store, a day in advance of taking up the job at site"</i></p> <p><b>Considering nature of work, contractor will provide support for these activities.</b></p>	Provisions of Bidding documents are clear & shall prevail.
72	Section IV	5.1.Xvii	10 of 41	<p><i>"At the start of contract, contractor shall access spare parts &amp; consumable requirements of various equipment &amp; would advise EIC."</i></p> <p><b>Considering nature of work, contractor will provide support for these activities.</b></p>	Provisions of Bidding documents are clear & shall prevail.
73	Section IV	5.1.Xviii	10 of 41	<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>	Provisions of Bidding documents are clear & shall prevail.

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				<b>Considering nature of work, contractor will provide support for these activities.</b>	
74	Section IV	5.1.XX	10 of 41	<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><b>Bidder understands that all material handling equipment and transport \with operators will be made available by BIFPCL. Contractor will provide manpower as required.</b></p>	<p>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.</p> <p>For extra large equipment &amp; very heavy equipment, transport facility shall be provided by BIFPCL.</p>
75	Section IV	5.1.xxi	10 of 41	<p><i>"Proper disposal of waste generated out of the maintenance activity as per the instruction of EIC"</i></p> <p><b>Bidder assume that all material handling equipment and transport with operators will be made available by BIFPCL. Contractor will provide manpower as specified</b></p>	Provisions of Bidding documents are clear & shall prevail.
76	Section IV	5.1.xxiv	10 of 41	<p><i>"Identification of the root cause of the problem and its rectification"</i></p> <p><b>As operation in BIFPCL scope, maintenance team will fully cooperate in RCA.</b></p>	Provisions of Bidding documents are clear & shall prevail.
77	Section IV	5.1.XXV	10 of 41	<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><b>Bidder assume that its part is just collection of sample and sending to Lab within plant premises.</b></p>	Provisions of Bidding documents are clear & shall prevail.

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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
78	Section IV	5.1.XXViii	11 of 41	<p><i>"Required Statuary compliance and approvals of plant equipment, tools/tackles, EOT cranes, hoists etc as per prevalent rules &amp; regulations".</i></p> <p><b>Statutory compliance for contractor tools will only be maintained by contractor. Statutory compliance of plant machinery, EOT &amp; Hoist by BIFPCL, however contractor will assist in activities as per instruction of EIC.</b></p>	Provisions of Bidding documents are clear & shall prevail.
79	Section IV	5.1.xxx	11 of 41	<p><i>"Supply of T&amp;P but not limited to as listed at annexure - 1 to this section"</i></p> <p><b>Any tools over and above shall be at additional cost only as in Clause 14 Exclusions</b></p>	Bidder may please refer Sl. No. 14 of Amendment no.1 to bidding document.
80	Section IV	6.1 (17)	13 of 41	<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><b>Bidder cannot provide its employee salary details</b></p>	<p>Bidder to comply.</p> <p>Provisions of Bidding documents are clear &amp; shall prevail.</p>
81	Section IV	17 a	37 of 41	<p><i>"The collection / transportation of material to site to be carried out by contractor at its own cost."</i></p> <p><b>All the HEMM's and transportation mechanism to be provided by BIFPCL</b></p>	Bidder may please refer clarification mentioned at S No 74 above.



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S No	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
82	General	-	-	<p><i>Battery Limit to be clearly defined -</i></p> <ol style="list-style-type: none"> <li>1. CHP and Bunker</li> <li>2. AHP and Boiler (bottom and Fly ash)</li> <li>3. Water circuit</li> <li>4. Scrap</li> </ol> <p><b>Bidder assumes that all the work will be within plant boundary only.</b></p>	<p>Provisions of Bidding documents are clear &amp; shall prevail.</p> <p>Bidder may please refer clause 5.0 "Scope of work" &amp; clause 5.5 "Exclusion" of Technical Specification (Section-IV).</p> <p>Bidder may also refer Sl. No. 12 of Amendment no. 1 to bidding document.</p>
83	General	-	-	No consumable list is attached.	Consumables for the plant & equipment shall be provided by BIFPCL.
84	Section-II	2.7. Eligible Bidders	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><b>Bidder understanding is that any legal requisite document from law of country / Govt of Bangladesh can be submitted by the Successful bidder.</b></p>	Provisions of Bidding documents shall prevail.
85	Section-II	2.17. Sub-Contractor	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><b>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.</b></p>	<p>Provisions of Bidding documents are clear and shall prevail.</p> <p>Bidder may also please refer clarification mentioned at S No 3 &amp; 34 above.</p>

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86	Section-III	12.Effectiveness of Contract	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><b>We request customer to provide 90 days for notice to proceed from effective of contract date.</b></p>	Provisions of Bidding documents shall prevail.
87	Section-III	46.Advance Payment	17 of 25	<p>Not Applicable</p> <p><b>Bidder request to provide Advance Payment of 15% of the total Contract Value within 30 days after signing of contract.</b></p>	Provisions of Bidding documents shall prevail.
88	Section-III	47 Interest on Delayed payment	17 of 25	<p><b>Bidder request to define the due date of payment.</b></p>	Provisions of Bidding documents shall prevail.
89	Section-III	49.Final Payment	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><b>Kindly clarify</b></p>	Bidder may please refer Sl. No. 8 of Amendment no.1 to bidding document.
90	Section-IV	6.7	15 of 41	<p><i>Termination of contract-</i></p> <p><b>Bidder request to inform increase advance notice days from 15 to 45 days. Also provide the cost of 45 days.</b></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>



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				Also request to provide termination right to the O&M contractor on account of delayed payment not attributable to O&M contractor.	
91	Section-I	5.0 Qualifying Requirements for Bidder 5.1.0 Technical Criteria & 5.2.0 Financial Criteria	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 &amp; 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 Technical Criteria &amp; 5.2.0 Financial Criteria for every partners.</p>	Provisions of Bidding documents shall prevail.



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92	SECTION-II	5.7	12 of 29	Please specify the applicable taxes in Bangladesh. Request to please provide in details percentage of taxes to be considered for bidding.	Bidder has to follow the Bangladesh rules & regulations in this regard.  Provisions of Bidding documents are clear and shall prevail.
93	Section III	Clause 27 Insurance	12 of 25	Please specify the applicable insurance for the contract.	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.
94	Section IV	Not mentioned		Please clarify- Lab equipment and calibration equipment required for the job shall be provided by BIFPCL.	Lab Equipment and calibration equipment shall be provided by BIFPCL; However, if any Lab Equipment is in the scope of bidder i.e. T&P List (Annexure I to Section IV), then it's calibration equipment shall be provided by bidder.

