



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

Tender: EPC Township Package for 2x660 MW Maitree Super Thermal Power Project at Rampal, Bagerhat.

Subject: Commercial Portion of Queries on Part-A (Volume 1 of 4) of Tender Document

Document No.: BIFPCL/MSTPP/ EPC TOWNSHIP-CLRF.03 Dated 10.09.2018

Sl. No.	Ref. Section/ Clause No.	Description	Prospective Tenderer's Query	BIFPCL's Clarification
1	Section-2 / ITT 27.1	Tender Price, Discounts and Price Adjustment	As per Clause "The price quoted by the tenderer shall be fixed for the duration of the Contract". <b>Q. Contact duration is 30 months and many items, especially finishing items are required to be imported and procured at later stage of the project when the prices change substantially due to volatile market and fluctuating currencies. Therefore, it is requested that price adjustment clause be considered.</b>	The provision stipulated in ITT clause 27.1 as existing in Section-2 (Tender Data Sheet) of the Tender Document shall prevail.
2	Section-4 / GCC 63.2(a)	Bill of Quantities	As per Clause "measurement shall be made of the net actual quantity of each item of the Permanent Works". <b>Q. This is EPC Contract and monthly bill shall be certified on the basis of approved Billing Break-up (BBU) so, this clause shall not be applicable. Please confirm.</b>	The provision stipulated in GCC clause 63.2(a) shall prevail. Prospective tenderer is advised to read the clause in its entirety.

3	Section-4 / GCC 69.1(b)	Payments to the Contractor	As per clause "Progressive Payment of amount certified by the Engineer within twenty eight (28) days of the date of each certificate...".  <b>Q. We request you to modify this as "Progressive Payment of amount certified by the Engineer within twenty eight (28) days of the date of receipt of bill..." or specify bill certification period as 10 days after receipt of bill. It will help in contractor's cash flow.</b>	The provision stipulated in GCC clause 69.1(b) as existing in Section-4 (Particular Conditions of Contract) shall prevail.
4	Section-4 / GCC 69.1	Payments to the Contractor	<b>We request you to reduce retention amount from 10% to 5%. Also please confirm retention shall be against BG.</b>	The provision stipulated in GCC clause 69.1 as existing in Section-4 (Particular Conditions of Contract) read in conjunction with Addenda-2 dated 06.09.2018 shall prevail.
5	Section-4 / GCC 70	Delayed payment	As per PCC it is not applicable.  <b>Q. We request you to make it applicable, as contractor has to pay all the vendors &amp; sub-contactors as and when it is due irrespective of receipt of client payment.</b>	The provision stipulated in GCC clause 70 as existing in Section-4 (Particular Conditions of Contract) of the Tender Document shall prevail.
6	Section-4 / GCC 72.1(g)	Compensation Event	As per PCC it is not applicable.  <b>Q. We request you to make it applicable, as contractor shall not be able to include price for unforeseen conditions.</b>	The provision stipulated in GCC clause 72.1(g) in respect of Compensation Events, as existing in Section-4 (Particular Conditions of Contract) of the Tender Document shall prevail.
7	Section-4 / GCC 76.1	Liquidated Damages	<b>We request you to reduce from 0.10% to 0.05% of the Contact price per day.</b>	The provision stipulated in GCC clause 76.1 in respect of Liquidated Damages, as supplemented in Section-4 (Particular Conditions of Contract) of the Tender Document shall prevail.

8	Section-4 / GCC 76.2	Liquidated Damages	<b>We request you to reduce maximum amount of delay damages from 10% to 5% of the final Contact price.</b>	The provision stipulated in GCC clause 76.2 in respect of Liquidated Damages, as supplemented in Section-4 (Particular Conditions of Contract) of the Tender Document shall prevail.
9	Section-4 / GCC 87.2	As-built Drawings and Manuals	As per clause "The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is 0.01% of the original Contract Price. The amount so retained shall be paid to the Contractor after submission of the aforesaid "as-built" drawings and/or operating and maintenance manuals in the next payment due to the Contractor, on the basis of certification of the Engineer". <b>Q. We request you to modify this clause "The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is 0.01% of the original Contract Price. The amount so retained shall be paid to the Contractor after submission of the aforesaid "as-built" drawings and/or operating and maintenance manuals within <u>Twenty Eight (28) days</u> to the Contractor, on the basis of certification of the Engineer".</b>	The provision stipulated in GCC clause 87.2 in respect of As-built Drawings and Manuals, as supplemented in Section-4 (Particular Conditions of Contract) of the Tender Document shall prevail.
10	Section-1 / ITT 9.1	Addenda / Clarification of Tender Document	<b>We have purchased Tender document on 4th September'18 and this is our 1st set of queries. We request you to allow 7 more days to send our further set of queries for clarification, please permit the same.</b>	Timelines stipulated in Addenda-1 dated 01.09.2018 shall prevail.
11	Section-1 / ITT 25.2	Tender Submission Letter and Bill of Quantities	As per Clause "Tenderer shall submit the Financial Offer submission letter (Form-1b) along with priced BOQ using the form(s) furnished in Section6: Bill of Quantities". <b>Q. In Section 6: Bill of Quantities there is no BOQ. Hence, we shall not to be submitted Bill of Quantities at the time of Bid Submission, please confirm.</b>	Prospective tenderer's understanding is correct. As per Section-6, Tenderer shall quote the lump-sum bid price in Financial Offer (Form 1b).

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