

IFB No.: BIFPCL/OTM/Site C&M/2023/249; Date: 10.01.2023	BIDDING DOCUMENT No.: BIFPCL/OTM/Site C&M/2023/249; Date: 10.01.2023	Clrf Doc. No : BIFPCL/OTM/Site C&M/2023/249/CLRF-01 dated 11.04.2023
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SL No.	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
1	Not Mentioned			What are the limit of quantity variations + side of the contract?	Please refer clause-15 of Section-III, of the bidding document.
2	Not Mentioned			Termination of Contract- it should be reciprocal in nature- Please clarify.	Provisions of Bidding documents shall prevail.
3	Not Mentioned			Please provide Billing format.	Billing format shall be provided to the successful bidder during execution of contract.
4	Not Mentioned			Minimum wages applicable as well as the skill level expected for each line item in the price schedule.	Bidder has to follow the Bangladesh rules & regulations in this regard. Provisions of Bidding documents are clear and shall prevail. Bidder are advised to go through various clauses of bidding document. Bidder may also please refer Sl. No. 7 & 8 of Amendment no. 1 to bidding document in this regard.
5	Not Mentioned			Statutory compliance relating to workers such as PF, Gratuity, Leave, Retrenchment, Insurance etc.	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.
6	Not Mentioned			What will be the ratio of foreign manpower and local manpower?	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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7	Not Mentioned			Please indicate site mobilization period from the date of award of the contract.	Please refer Sl. No. 25 of Amendment no. 1 to bidding document in this regard.
8	Not Mentioned			Safety PPEs- is there any specified make of items?	Refer to Clause-8 of Section IV of the bidding document
9	Not Mentioned			During unit shutdown of small/long duration, if manpower/other resources are to be increased, whether any extra payment will be made or not? If yes, what will be the rate?	Please refer to Clause Clause-44 and clause-15, of Section-III of the bidding document
10	Not Mentioned			In case the contractor has to do O&M of any additional equipment/up gradation of existing system added during the terms of contract-what will be the rate/amount of compensation to be paid?	Please refer to Clause Clause-44 and clause-15, of Section-III of the bidding document
11	Not Mentioned			We are a company incorporated in India. Please advise various taxes and duties applicable to us on the revenue/profits from this project in India as well as Bangladesh	Bidder may please refer Clause no. 8.8 of Section-II & Clause no. 75.15 of Section-III of the Bidding Document. Bidder are advised to get acquainted with the relevant laws of Bangladesh
12	Not Mentioned			Provision for changes in the contract price consequent upon changes in minimum wages by the Govt of Bangladesh.	Provisions of Bidding documents are clear and shall prevail. Bidder may also please refer Sl. No. 7 & 8 of Amendment no. 1 to bidding document in this regard.

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13	Not Mentioned			Provision for changes in the contract price consequent upon changes in taxes & duties by the Govt. of Bangladesh as well as Government of India.	Provisions of Bidding documents are clear and shall prevail.
14	Section IV	Clause 6.4 (5 & 7) Clause 12.0	10 19	Is the cost that emerges from the risk, liabilities, & obligation (12.0 clause 2), and not covered by insurance (as per Section III, chapter 27), also limited by 10% (like the 6.4 clause 5 & 7)?	Provisions of Bidding documents are clear and shall prevail.
15	Section IV	Clause 5.0 (5.1)	3	For scope of work is exclude jetty management, calculation receiving coal barge and sampling for analysis of coal?	Provisions of Bidding documents are clear and shall prevail.
16	IFT	-	-	This IFT are called in International competitive bidding. But We request for OTM/LTM nationally.  International competitive bidding is violation of the terms & policy of Bangladesh competition act 2012. "International tender called only can when service are not available in countrywide".	Provisions of Bidding documents are clear and shall prevail.

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17	IFT	-	-	<p>Operation &amp; maintenance are different kind of job. So we request for called a bid separately for</p> <p><b>#Jetty Operation</b></p> <p><b>#Equipment maintenance</b></p> <p><b>#Jetty Operation:</b> this job belongs to fully port operation job such as any kind of cargo load/unload to/from lighter/Barge/Ship etc. within port limit area which are fully under responsible of port licensed <b>"Stevedore &amp; Labour Contractor"</b>.</p> <p><b>#Equipment maintenance:</b> this job belongs to engineering dept. works, which are fully under responsible by the technical persons such as engineer, technician, welder, fitters etc.</p> <p>(FYKI Payra 1320mw power plant also implements same way jetty operation and Equipment maintenance job are separated. in the same country, 2 laws are not acceptable.)</p>	Provisions of Bidding documents are clear and shall prevail.
18	Section-I	Sub- Clause 5.1.0	2	In jetty operation bidder must have a valid Mongla port enlisted <b>"Stevedore &amp; labour Contractor"</b> license as per port rules. Due to this plant situated in Mongla port limit area. So you have to include this on technical criteria.	Provisions of Bidding documents are clear and shall prevail.
19	Section-I	Sub- Clause 5.1.1	2	"BDT 4826.42 lacs" its too much high in mentioned as a single /double/triple work order. We request you to keep it hardly 3 work order value upto 500 lacs. As a labour contractor related job in Bangladesh not no one company perform more than this amount.	Provisions of Bidding documents are clear and shall prevail.

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20	Section-I	Clause 4.0	2	<p><b># Equipment maintenance</b> BIFPCL will take decision as market standard.</p> <p>BDT 60,00,000 (six million ) are too much high for such job.</p> <p><b>#Jetty Operation</b> We are request please keep bid security not more than BDT 10,00,000(one million taka)</p> <p><b>#Equipment maintenance</b> BIFPCL will take decision as market standard.</p>	Provisions of Bidding documents are clear and shall prevail.
21	Section-I	Sub- Clause 5.1.1 (Note 1.3.1)	2	<p>Operation &amp; maintenance are different kind of job. So we request for explain the "similar work" are separately for</p> <p><b>#Jetty Operation</b> <b>#Equipment maintenance</b></p>	Provisions of Bidding documents are clear and shall prevail.

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