

Power Grid Company of Bangladesh Limited (PGCB)

Design, Supply, Installation, Testing & Commissioning of 400kV AIS Bay extension at Kaliakoir 400/230kV Substation (Package-2, Lot-1)
Contract No.: PGCB/EXIM BANK/LOC-2/400kV/ISS-KAL
IFB Ref. No.: 27.21.0000.101.07.413.21.5568, Dated December 22, 2021

Clarification- 01

Pre Bid meeting was held on 11th January 2022 at 11:00 o'clock at the PGCB Headquarter.

All comments, queries and requests for clarification, regarding the Tender documents, received from prospective Bidders, and relevant replies and clarifications prepared by PGCB, and associated addendums (if any), are part of Tender documents

No	Volume / Section / Clause / Item / Page	Bidder's comment / Query / Clarification	PGCB's Reply / Clarification
1.	Volume-2 Clause no. 13.31.3 Mechanical Ventilation	We Understand that Exhaust Fan (Propeller type) with Cowl & Bird/Insect Screen shall be provided for Battery Room Ventilation. Please Confirm	Please follow the bidding document.
2.	Volume-3 Clause no. 1P.2	Standby AC units qty will be considered 20% of required tonnage capacity for SPR. Pls confirm.	Standby AC units quantity will be considered 100% of required tonnage capacity for SPR.

3.	Volume-3 Clause no. 1P.2	Air- Conditioning heat load calculation shall be done on the basis of max site temperature and unit will satisfactory work up to ambient temperature i.e. 50 deg C. Please confirm	Please follow the bidding document.
4.	Volume-3 Clause no. 1P.2	We understand that no Heating System is envisaged for this tender. Please confirm	Your understanding is correct.
5.	Volume-3 Clause no. 1P.2	If Air conditioning System of SPR Room needs to be monitored in existing SCADA, we understand that, there is necessary provision available in existing SCADA for interfacing the Air conditioning Signal of SPR Room. Please confirm.	Interfacing is not available between existing SCADA and Air conditioning Signal of existing SPR Rooms.
6.	Volume-3 Clause no. 1P.4	We understand that, following Fire Fighting System shall be provided for SPR Room. Please confirm. 1. Fire Detection & Alarm System 2. Fire Extinguisher	Your understanding is correct.
7.	Volume-3 Clause no. 1P.4	Please clarify the type of Existing Fire Detection Alarm System (Conventional or Addressable type).	Existing Fire Detection Alarm System is Conventional type. Bidders are requested to visit the site for having further details about the existing Fire Detection & Alarm System Panel.
8.	Volume-3 Clause no. 1P.4	Please provide existing Fire Detection & Alarm System make/model, Detail & drawings.	Make/model of the existing Fire Detection & Alarm System is INFINITY 8, Zeta Alarms Limited, UK. Bidders are requested to visit the site for having further details about the existing Fire Detection & Alarm System Panel.

9.	Volume-3 Clause no. 1P.4	We assume that there is the Spare provision in the Existing Fire Detection & Alarm System Panel located in the Existing Control Building to take the Fire Detection & Alarm Signals of Switchyard Panel Room. So New FDA panel is not required separately. Please confirm	Bidders are requested to visit the site for verifying the spare provision in the existing Fire Detection & Alarm System Panel.
10.	Volume-3 Clause no. 1P.4	We understand that no Water based Fire Fighting System (Extension of Hydrant System) is envisaged for SPR Room or Outdoor Switchyard Area. Please Confirm. If any extension of Water Hydrant system is in present scope, Please clarify/confirm the following points: 1. Please provide Existing Fire Fighting Pump house and water tank drawing showing Pumping Capacity, Pump head and water tank capacity. 2. Please provide Existing Fire Hydrant layout drawing showing existing Fire Pipe header and tapping point location from where water tapping shall be provided for extension for Hydrant system. 3. We understand that sufficient Fire water flow & pressure is available at the Tapping point of Existing Fire Pipe Header, to cater the requirement of Hydrant System extension. Hence Booster Pump is not envisaged at Tapping point.	Water based Fire Fighting System (Extension of Hydrant System) is not envisaged for SPR Room or Outdoor Switchyard Area.

 

	Fire Fighting System	We are considering the Following Make/origin list for Fire Fighting System. Please provide confirmation on the same <table><tr><th>Sr.No</th><th>Item Description</th><th>Make / Manufacture</th><th>Remarks</th></tr><tr><td>1</td><td>Fire Detection & Alarm System.</td><td>Indian Make/Standard</td><td>Not Listed</td></tr><tr><td>2</td><td>Cables</td><td>Indian Make/Standard</td><td>Not Listed</td></tr><tr><td>3</td><td>Fire Extinguishers</td><td>Indian Make/Standard</td><td>Not Listed</td></tr></table>	Sr.No	Item Description	Make / Manufacture	Remarks	1	Fire Detection & Alarm System.	Indian Make/Standard	Not Listed	2	Cables	Indian Make/Standard	Not Listed	3	Fire Extinguishers	Indian Make/Standard	Not Listed	Fire Fighting System shall have to comply with the relevant standards and provisions mentioned in the bidding document. Make/origin of the Fire Fighting System shall be finalized during execution stage.
Sr.No	Item Description	Make / Manufacture	Remarks																
1	Fire Detection & Alarm System.	Indian Make/Standard	Not Listed																
2	Cables	Indian Make/Standard	Not Listed																
3	Fire Extinguishers	Indian Make/Standard	Not Listed																
12.		We understand that, there is no scope of Fire Fighting System & Air Conditioning & Ventilation System for existing Control Room Building/any other existing building or facility. Please confirm.	Your understanding is correct.																
13	Vol 2, Section 3, HV Switchgear and Neutral Earthing Equipment (Page 44 of 78) 3.4.6 HVAC Circuit Breakers 3.4.6.6.4: The interrupting chamber & Drive mechanism shall be manufactured by manufacturers of European countries, USA, Canada, Korea, Japan or equivalent.	Bidder understands since EXIM bank funds subject project. Bidder can source the referred equipment from India. Please confirm.	Few countries name has mentioned here for sub-component of Circuit Breakers . Moreover, "or equivalent" is already mentioned here. Bidder may propose Indian manufacturers name against HVAC Circuit Breakers in compliance with the evaluation and qualification criteria of the bidding document.																
14	Vol 2, Section 3, HV Switchgear and Neutral Earthing Equipment (Page 51 of 78) 3.4.7 HV Disconnectors 3.4.7.1: The male-female parts shall be manufactured by manufacturers of European countries, USA,	Bidder understands since EXIM bank funds subject project. Bidder can source the referred equipment from India. Please confirm.	Few countries name has mentioned here for sub-component of Disconnectors. Moreover, "or equivalent" is already mentioned here. Bidder may propose Indian manufacturers name against HV Disconnectors in compliance with the evaluation																

	Canada, Korea, Japan or equivalent..			and qualification criteria of the bidding document.
15	Vol 2, Section 3, HV Switchgear and Neutral Earthing Equipment (Page 56 of 78) 3.4.8 HV Instrument Transformers 3.4.8.6.2 : The winding, capacitor stack & Core shall be manufactured by manufacturers of European countries, USA, Canada Korea, Japan or equivalent.	Bidder understands since EXIM bank funds subject project. Bidder can source the referred equipment from India. Please confirm.	The winding, capacitor stack & Core are sub-component of Instrument Transformer. Moreover, "or equivalent" is already mentioned here. Bidder may propose Indian manufacturers name against HV Instrument Transformers in compliance with the evaluation and qualification criteria of the bidding document.	
16	Vol 2, Section 3, HV Switchgear and Neutral Earthing Equipment (Page 62 of 78) 3.4.9 Surge Arresters 3.4.9.4 : The metal-oxide blocks shall be manufactured by manufacturers of European countries, USA, Canada Korea, and Japan.	Bidder understands since EXIM bank funds subject project. Bidder can source the referred equipment from India. Please confirm.	Metal oxide block is a sub-component of Surge Arrester. Moreover, "or equivalent" is already mentioned here. Bidder may propose Indian manufacturers name against Surge Arrester in compliance with the evaluation and qualification criteria of the bidding document.	
17	Vol 2, Section 3, HV Switchgear and Neutral Earthing Equipment (Page 77 of 78) PORTABLE EARTHING EQUIPMENT Country of origin USA/UK/Japan/Europe/ or equivalent.	Bidder understands since EXIM bank funds subject project. Bidder can source the referred equipment from India. Please confirm.	Metal oxide block is a sub-component of Surge Arrester. Bidder may propose Indian manufacturers name against Surge Arrester in compliance with the evaluation and qualification criteria of the bidding document.	

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18	Vol 2, Section 7, EARTHING SYSTEM & LIGHTNING PROTECTION (Page 16 of 16) 7.12 Portable Earthing Devices The preferred types of portable earthing devices are Raguvar Stalskog and Karl Pfisterer. However, device having origin at USA, Canada, Europe, Japan, Korea or equivalent is also acceptable.	Bidder understands since EXIM bank funds subject project. Bidder can source the referred equipment from India. Please confirm.	"Or equivalent" is already mentioned here. Bidder may propose any manufacturers name against said equipment in compliance with the requirement of the bidding document.
19	Vol 2, Section 8, Batteries, Chargers and DC Switchgear (Page 04 of 14) 8.3.1.4 : The Battery Charger with Panel & Battery shall be of Europe/USA/Japan or equivalent Origin.	Bidder understands since subject project is funded by EXIM bank. Bidder can source the referred equipment from India. Please confirm.	"Or equivalent" is already mentioned here. Bidder may propose manufacturers name against Said equipment in compliance with the requirement of the bidding document.
20	Vol 2, Section 3, HV Switchgear and Neutral Earthing Equipment (Page 9 of 78) The detailed ratings of 400kV, 230 kV and 132 kV GIS shall be as stated in the Schedules in Volume 3.	Bidder understands the subject tender scope includes 400kV AIS and not GIS. Please confirm.	Your understanding is correct.
21	Vol 1, Section 3: Evaluation and Qualification Criteria, Clause: 2.5.1 Manufacturers Qualification Criteria for equipments: • 400kV Circuit Breaker • 400kV Disconnecter • 400kV CT/VT • 400kV LA • Disc & Post Insulator	As per Section 3: Evaluation and Qualification Criteria, Clause: 2.5.1 Manufacturers, qualification requirement has been mentioned for various 400kV equipments. This qualification requirement is similar to earlier 400kV AIS projects in PGCB like Aminbazar, Meghnaghat etc. All the major equipment vendors in above projects were qualified from Europe only. Bidder understands from Section 2: BDS, Clause: ITB 5.2 that since subject project is funded by EXIM bank, as per the GOI guidelines, goods and services for minimum 75% value of the contracts covered under the Line of Credit,	Bidders are requested to follow the terms and conditions of the bidding document. Proposed Manufacturers shall meet the Qualification criteria mentioned in the Vol 1, Section 3: Evaluation and Qualification Criteria, Clause: 2.5.1.

		must be sourced from India. Since 75% value of contract must be sourced from India, Bidder requests PGC&B to confirm that Indian vendors with supply & Performance certificate within India for 400kV equipment's will be accepted as qualified vendor in this project.	
22	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.3 420kV, 4000A, 63kA/1sec, 50Hz, 1425kVp BIL, horizontal double break, post type, motor operated disconnectors without earthing switch.	In price schedule, quantity is mentioned as 8 nos. As per Volume 2 of 3, page no. 637, 400kV Switchyard Section A-A; required quantity will be 10 nos. Considering same, 400kV Single Line Diagram at page no. 635 also need to be revised. Considering same, item no. '1A1.10, Steel Structures for gantry and equipment supports; c) ii) DS without ES' also need to be revised.	Your understanding is not correct. Please follow the SLD and layout including price schedule.
23	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.4 Single-phase, 6-core, 400kV, 63kA/1sec, 4000-2000/1A, 50Hz, 1425kVp BIL, post type current transformer.	Kindly specify preferred accuracy classes of each core.	It is mentioned in the GTP table under minimum requirement column.
24	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.5 Single-phase, 3-core, 400kV, 50Hz, 1425kVp BIL, capacitor type voltage transformer.	Kindly specify 'pF' rating of CVT. Kindly specify preferred accuracy classes of each core.	In general total capacitance is 5000pF(+10%, -5%). However, it is the responsibility of manufacturer to put the value in compliance with overall required specification. Accuracy class already given in the bidding document.
25	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.7 Wave Trap, single phase, 420kV, 4000A, 1mH, 63kA/1s	In price schedule, quantity is mentioned as 2 nos. It is understood that only 1 no. 400kV line will have wave trap. Kindly confirm the name of the 400kV line with Wave Trap.	It will be settled during execution stage.

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26	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.9 Rigid tubular bus and/ or flexible conductors, insulators, fittings including all necessary clamps and connectors as required for completing extension of 400KV AIS Switchyard	Kindly confirm, these items will be as per Volumn 2 of 3, page no. 637, 400KV Switchyard Section A-A.	The section drawing provided with the tender document is existing approved section, which is provided for understanding of the bidder. The bidders are requested to check the SLD and lay-out with price schedule for understanding the scope of works under this item.
27	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.9, i) Rigid Tubular Bus	As understood, Rigid Aluminium Tube will be designed for 5000A & 63KA/1s for Main Bus. Rigid Aluminium Tube will be designed for 4000A & 63KA/1s for Equipment Bus. Kindly confirm,	Your understanding is correct.
28	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.9, iii) Insulator Volumn 2 of 3, page no. 136, clause no.- 3.4.11.2 String Insulators & Hardware	As understood, String insulator shall be porcelain type. Kindly confirm.	Your understanding is correct.
29	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.9, iii) Insulator Volumn 2 of 3, page no. 136, clause no.- 3.4.11.2 String Insulators & Hardware	Kindly confirm the preferred 'KN' rating of String Insulators.	Bidder is requested to visit the existing substation site. It is the responsibility of bidder to select the appropriate rating of Insulator & Hardware to comply the bid requirement.
30	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.10, d) Cable tray including fitting, fixing accessories	Cable trays are only to be provided for indoor cable trench. Only cable support arrangements will be provided for outdoor trenches. Kindly confirm.	Cable trays are required for both indoor and outdoor cable trench.
31	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.10, d) Cable tray including fitting, fixing accessories	Kindly share existing Cable Trench layout of outdoor and indoor.	Bidders are requested to visit the site.

32	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1A1.10, d) Cable tray including fitting, fixing accessories	Kindly specific material & type of cable support arrangements.	Please follow the bidding document.
33	Price_Schedule_kaliakoir bay extension, B1 Schedule Line item - 1A1.10, d) Cable tray including fitting, fixing accessories	Ladder type cable trays will be provided for indoor cable trenches. Kindly confirm.	It will be settled during execution stage as per actual requirement.
34	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1L, Earthing and Lightning Protection	Kindly share existing Earth mat layout.	The Short Circuit level of Kaliakoir Substation is 63kA/1s which is different from previous fault level. So, for the extension work, Contractor shall have to design new earthing grid for the two extended bays. Also the earthing mat design and calculation will be based on the specifications given on Volume-2 ; section-7 of the bidding document and under contractor's scope. The bidders are requested to visit the site for better understanding.
35	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1L, Earthing and Lightning Protection	Kindly specify grid spacing for existing Earth Mat.	Please refer to reply against query no.35
36	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1L, Earthing and Lightning Protection	Kindly share existing Lightning Protection layout.	Bidders are requested to visit the site for clear understanding.
37	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.1, 110V Ni-cad Batteries with chargers & distribution board	110V Battery under present scope will be designed for - 2 no. 400kV Line Bays, 2 no. 400kV Tie Bays. 2 no. 400kV Future Bays,	Bidders are requested to follow the minimum requirement mentioned in the price schedule.

		Kindly confirm.	
	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.1, 110V Ni-cad Batteries with chargers & distribution board	Kindly confirm whether bidder has to consider extension in existing 110V DCDB or New DCDB for present scope.	As per bidding document. Moreover, bidders are requested to visit the site and to collect exact in- formation that may necessary to prepare their proposal as per bid requirement.
38	a) Extension of 110V DC Distribution panel, MCC type and board/New DCDB panel (if re- quired)		
39	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.1, 110V Ni-cad Batteries with chargers & distribution board	Kindly share existing building drawing with 110V Battery and its location. Kindly share 110V battery, 110V DCDB drawing.	As per bidding document. Moreover, bidders are requested to visit the site and to collect exact in- formation that may necessary to prepare their proposal as per bid requirement.
40	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.2, 48V Ni-cad Batteries with chargers & distribution board	Price schedule does not mention scope of 48V Battery & charger. Kindly confirm 48V Batter & charger is required in present scope.	As per bidding document. Moreover, bidders are requested to visit the site and to collect exact in- formation that may necessary to prepare their proposal as per bid requirement.
41	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.2, 48V Ni-cad Batteries with chargers & distribution board	Kindly confirm that existing 48V Battery can be used for present scope. If yes, kindly share existing control room building drawing and 48V battery, 48V DCDB drawing.	Bidders are requested to visit the site and to collect exact information that may necessary to prepare their proposal as per bid requirement.
42	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.2, 48V Ni-cad Batteries with chargers & distribution board	If existing 48V Battery can not be used for present scope. Kindly confirm preferred location for 48V Battery & 48V DCDB.	Bidders are requested to visit the site and to collect exact information that may necessary to prepare their proposal as per bid requirement.



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43	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1M.2, 48V Ni-cad Batteries with chargers & distribution board i) Extension of 48V DC Distribution panel and board/New DCDB panel (if required)	Kindly confirm whether bidder has to consider extension in existing 48V DCDB or New DCDB for present scope.	Bidders are requested to visit the site and to collect exact information that may necessary to prepare their proposal as per bid requirement.
44	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1N.1, _Extension of AC 415V or 240V distribution panels (MCC type)	We understand that existing ACDB have sufficient feeders for present scope. Kindly confirm.	Bidders are requested to visit the site and to collect exact information that may necessary to prepare their proposal as per bid requirement.
45	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1N.1, _Extension of AC 415V or 240V distribution panels (MCC type)	Kindly share existing ACDB drawing and nearest location of ACDB.	Bidders are requested to visit the site and to collect exact information that may necessary to prepare their proposal as per bid requirement.
46	Price_Schedule_kaliakoir bay extension, Schedule B1 Line item - 1P, Lighting, small power, air conditioning and Ventilation	Lighting to be considered for bays under present scope only. Lighting for future bays are not in scope. Kindly confirm.	Your understanding is correct.
47	Price_Schedule_kaliakoir bay extension, Schedule B4 Line item - 1O, Civil Works, Building and Foundation	As understood, new fence is not required. Existing fence can be re-used. Kindly confirm.	As per bidding document.
48	Price_Schedule_kaliakoir bay extension, Volumn 2 of 3, page no. 635, 400kV Single Line Diagram	As understood equipments are from to supplied for - 2 no. 400kV Line Bays, 2 no. 400kV Tie Bays. Remaining other 2 nos. bays (under l-type scheme) are for future scope. Kindly confirm.	Scope of works has already been clearly mentioned in the SLD and Layout. Please follow the bidding document.

 

49	Volume 2 of 3, page no. 635, 400kV Single Line Diagram Volume 2 of 3, page no. 636, 400kV Layout Drawing	It is understood from the drawings that Main Bus is existing for 1no. 400kV Dia under present scope. New Main Bus need to be considered for 1no. 400kV Dia under present scope only.	Your understanding is correct. However, all bidders are requested visit the site to determine physical requirement to complete the assigned scope of works under this contract.
50	Bid Security Address	Kindly confirm which address to refer for preparation of Bank Guarantees & other documents.	Bid security, Performance Bank guarantee etc shall be address in the name of "Power Grid Company of Bangladesh Limited".
51	Section 4- Bidding forms, Bid data Sheet- clause no. 19.6, SCC-clause no. 11 Pricing- As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.	Referring to Appendix (price adjustment), there is no such provisions of any adjustment. With this it can understand that contract shall be executed with firmed prices.	Please follow the bidding document. However, The Contract Price shall be adjusted based on the actual quantity of Plant and Installation Services completed by the Contractor during the Contract Execution Stage. Payment will be made on the actual quantity of Plant and Installation Services that will be completed by the Contractor during the Contract Execution Stage.
52	Section VII – General Conditions of Contract 7. Scope of Facilities Clause 7.3 - In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC and the provisions, if any, specified in the SCC.	Bidder requests for the modification of said clause as given below: In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts, <u>or functionally equivalent spare parts</u>, required for the operation and maintenance of the Facilities for the period specified in the PCC and the provisions, if any, specified in the PCC.	Your proposal is not acceptable. Please follow the bidding document.

53	Section VII – General Conditions of Contract/ Section IX – Particular Conditions of Contract 9. Contractor's Responsibilities GCC Clause 9.3 - The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.	Responsibility for Permits & Approvals: 1. Contractor will provide technical support/ assistance to Employer for taking all necessary approvals, permits & licenses from all local, state or national government authorities or public service undertakings or other competent authorities. Contractor shall be responsible for only those permits that has to be taken in his own name. All necessary fees for such approvals shall be paid by Employer only. Kindly Confirm. 2. Please clarify the approvals required to be taken by Contractor. 3. Also confirm from which agency/companies, these approvals mentioned in PC 9 are to be taken from.	Contractor's responsibilities and Employer's responsibilities are clearly defined in the bidding document. All bidders are requested to follow the terms and conditions of the bidding document. During implementation of the project Contractor is responsible for any approval/permit which may require from all local, state or national government authorities or public service (such as Local municipal authority, Gas pipe line authority, Local electricity distribution authority, LGED etc for construction works). However, Employer will give necessary administrative assistance if required.
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The cost of acquiring such permits, approvals and/or licenses shall be deemed to be included in the Contract Price." SCC 10. Employer's Responsibilities SCC 10.3 Replacing Sub-clause GC 10.3 with the following: The Employer shall give administrative support to the Contractor to acquire all permits, approvals and/or licenses from local, state or national government authorities or public service undertakings in the country where the Site is located.		
Section VII – General Conditions of Contract 24. Completion of the Facilities Clause 24.6 - If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be. 25. Commissioning and Operational Acceptance 25.5 Delayed Precommissioning and/or Guarantee Clause 25.5.1 - In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Sub-Clause 24.3, or with the Guarantee Test pursuant to Sub-Clause 25.2,	Following Completion and Deemed Completion clause to be added to the Conditions: (a) As soon as the Contractor achieves the Works Completion of the contract works, it shall issue to the Employer a notice (Notice of Works Completion) informing about the completion of the work. (b) Within 14 days following receipt of the notice of works completion, the Employer shall issue the Completion Certificate to Contractor, failure to which it shall be considered that the work has been successfully completed as on the date of the contractor's notice & Deemed Completion Certificate will be considered to have been issued. (c) Completion is also deemed to have taken place if the Works or any part thereof are put to commercial operation by Employer. (d) If Commissioning is delayed due to reasons not attributable to Contractor, Contractor shall be allowed to demobilize the site after 2 months waiting and shall provide commissioning support as & when required. Consequently retention payment (if any) to be released against BG.	Your proposal is not acceptable. Please follow the bidding document.

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	for reasons attributable to the Employer either on account of non availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Contractor's control, the provisions leading to "deemed" completion of activities such as Completion, pursuant to GCC Sub-Clause 24.6, and Operational Acceptance, pursuant to GCC Sub-Clause 25.3.4, and Contractor's obligations regarding Defect Liability Period, pursuant to GCC Sub-Clause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.	The Defect Liability Period shall be deemed to have been started from the date of the such Deemed Completion Certificate.	
55	Section VII – General Conditions of Contract 26. Completion Time Guarantee Clause 26.2 - If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC as a percentage rate of the Contract Price. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.	Bidder request for confirmation that such liquidated damages would be levied on the Contractor if the Contractor fails to attain completion of facilities or any part thereof within the Time of Completion for the reasons/delay caused by Contractors fault. Contractor shall not be charged liquidated damages for the reasons that are not attributable to him.	Please follow the bidding document.
56	Section VII – General Conditions of Contract 27. Defect Liability Clause No. 27.2 - Para 2 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the	The Bidder understand that Bidder has discretion to determine the option to repair, replace or modify. In case of any defect, Bidder requests the modification of the clause as suggested below: ... the Contractor shall promptly, in consultation and	Your proposal is not acceptable. Please follow the bidding document.

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	work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect.	~~agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect.~~	
57	Section VII: General Conditions of Contract (GCC) 27. Defect Liability 27.9 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design, or engineering, or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal, or willful action of the Contractor.	27.9 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design, or engineering, or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal, or willful action of the Contractor.	Your proposal is not acceptable. Please follow the bidding document.
58	Section VII: General Conditions of Contract (GCC) 30. Limitation of Liability Clause 30.1 - Except in cases of criminal negligence or willful misconduct, (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or	<u>Request for the modification of the below clause as:</u> Except in cases of ~~criminal negligence or willful misconduct~~, (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, <u>loss of business, business interruption, loss of goodwill or loss of anticipated savings, cost of capital, loss of power, cost of purchased or replacement power, loss of information and data, damages based on the customer's third party contracts which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract,</u> and	Your proposal is not acceptable. Please follow the bidding document.

	otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the PCC, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.	(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the PCC, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.	
59	Section VII- General Conditions of Contract 40. Extension of Time for Completion Clause 40.2 - Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to GCC Sub-Clause 46.1.	Bidder request for modification to the clause as below: Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable <u>within 14 days</u> after the commencement of such event or circumstance. <u>As soon as reasonably practicable</u> <u>within 14 days</u> after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to GCC Sub-Clause 46.1.	Your proposal is not acceptable. Please follow the bidding document.
60	Section VIII - Special Conditions of Contract 7. Scope of Facilities Clause SCC 7.3 - The Contractor agrees to supply spare parts for a period of years: 05 (Five) years The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at	Bidder requests to accept the following points: 1) The Contractor agrees to supply spare parts, or functionally equivalent spare parts, for a period of years: 05, (Five) years — 3, Three years 2) 6 months delivery is not possible for all equipments. We confirm prompt supply of spares within a reasonable period. Please accept.	Your proposal is not acceptable. Please follow the bidding document.

	the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.	3) Blueprints of spare parts are intellectual property of the manufacturers. We understand that only the non-IIPR related drawings/ as-built drawings need to be provided under this clause for the purpose of identification of spare parts. Please confirm.	
	Section VIII – Special Conditions of Contract SCC 13. Securities The following shall be added at the end of Sub-Clause 13.3.1: 13.3.1 The amount of performance security, as a percentage of the Contract Price for the Facility, shall be 10% of the contract price. 13.3.3-Sub-Clauses 13.3.3 is replaced by the following: 13.3.3 The performance security shall not be reduced on the date of the operational acceptance. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part.	13.3.1 - The amount of performance security is proposed to 3% of the contract price as per Govt. notification. Copy of Notification is attached for reference. 13.3.3 The performance security shall not be reduced on the date of the operational acceptance. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to Sub-Clause 27.8 hereof, the Contractor shall issue an additional security of 3% in an amount proportionate to the Contract Price of that part with a validity of 12 months.	Please follow the bidding document.
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	Section VIII – Special Conditions of Contract SCC 14. Taxes and Duties The following paragraph is added at the end of the Sub-Clause 14.1: Any material import from abroad under price schedule No.1 shall be considered as the direct import of the Employer and the Employer shall bear and promptly pay all relevant customs and import	We understand that the quoted prices for onshore/offshore shall be exclusive of any taxes and levies E.g.AIT, custom duties, VAT and other local taxes.	Tax-VAT related issues already clearly mentioned in the GCC and SCC clause 14. Please follow the bidding document.
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	duties as well as other local taxes, e.g., a value added tax (VAT), advance income tax (AIT) and other charges, which imposed by the law of the country, that are to be incorporated into the facilities. Sub-Clause 14.2 is replaced with the following: a. "As per the Dollar Credit Line Agreement dated March 09, 2016 between Exim Bank and the Government of the People's Republic of Bangladesh, eligible goods and Services including works, shall be exempt from all kinds of taxes and duties except income tax as referred to in the relevant provisions contained in the Double Taxation Avoidance Agreement (DTAA) between India and Bangladesh, of any nature whatsoever levied in the Bangladesh including all value added taxes, import/custom duties, special levies and social security contributions for temporary employees deputed by the seller in relation to the execution of the Contract in Bangladesh."		
63	Section IX – Particular Conditions of Contract PCC 14. Taxes and Duties Additional Clause	Please add to the end of the paragraph as below: Employer shall issue/provide in timely manner (not later than 7 days from document submission) the necessary certificates/documents towards deduction/payment of tax as may be required by the Contractor to comply with Bangladesh Tax laws. In case of delay by employer, the Contractor shall be entitled to time & cost reimbursement. We understand that all the applicable taxes on service portion shall be reimbursed by the Employer.	Please follow the bidding document.
64	Section VIII – Special Conditions of Contract PCC 14. Taxes and Duties PCC 14.2 Sub-Clause 14.2 is replaced with the following: b) "As per the Dollar Credit Line Agreement dated		Tax-VAT related issues already clearly mentioned in the GCC and SCC clause 14. Please follow the bidding document.

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	March 09, 2016 between Exim Bank and the Government of the People's Republic of Bangladesh, the rates/prices quoted by the Bidder and total Tender price submitted by the Bidder for Construction Phase Work (under LOC fund) shall be free from any kind of taxes and duties of any nature levied in Bangladesh. The amount of VAT & IT (at source) against payment of civil work items of Construction Phase Work, calculated based on prevailing rates, shall be paid by GOB in equivalent BDT which shall be included in the contract as "Contract Value-GOB part for AIT" (for Price Schedule 2.3,84). c) If the contractor is required to pay any import duties/taxes against civil work items of Construction phase work under the Contract at the entry level in Bangladesh, any such amount of import duties/taxes shall be reimbursed to the contractor by GOB in BDT. Such amounts shall not be the part of Total Contract Value.		
65	Section VIII – Special Conditions of Contract PCC 14. Taxes and Duties Additional Clause	Please add to the end of the paragraph as below: All the withholding taxes shall be to the employer's account. Any statutory variation in taxes and duties or introduction of any new taxes such as GST shall be paid at actuals for both the direct and indirect items procured in Bangladesh.	Please follow the bidding document.
66	Section VIII – Special Conditions of Contract 26. Completion Time Guarantee Clause SCC 26.2 - Applicable rate for liquidated damages: 0.5% of the Contract Price per week in the proportions of currencies in which the Contract Price is payable. Maximum deduction for liquidated damages: 10% of the Contract Price.	1. Bidder request for modification to the clause as suggested below: Applicable rate for liquidated damages: 0.5% of the Contract Price per week in the proportions of currencies in which the Contract Price is payable. Maximum deduction for liquidated damages: 40% 5% of the Contract Price. 2. Request to include the below clause at the end of	Please follow the bidding document.

		the LD Clause in tender: Payment of such Liquidated Damages shall be the sole remedy for any delays attributable to the Contractor.	
67	Section VII-General conditions of the contract clause no. 37-Force Majeure-Sub clause 37.1 d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; Section-VIII-Special conditions of contract clause no. 37- Embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague'	Following to be added in force majeure clause d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague, Novel Corona Virus (Sars-CoV-2, COVID-19) Contractor is entitled to claim extension in time schedule and cost reimbursement in case of delays caused by Novel Corona Virus.	Please follow the bidding document.
68	Section IX - Contract Forms Article 3. Effective Date 3.1 - Effective Date (Reference GCC Clause 1) The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled: (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee; (c) The Employer has paid the Contractor the advance payment (d) The Employer has established the irrevocable letter of credit for payment to contractor (e) The Employer has established the irrevocable letter of credit for payment to contractor Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.	Please modify the clause as below: 3.1 - Effective Date (Reference GCC Clause 1) The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled: (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee; (c) The Employer has paid the Contractor the advance payment (d) The Employer handed over clear site(s) including necessary permits (e) The Employer has established the irrevocable letter of credit for payment to contractor Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.	Please follow the bidding document. Site handover issues can be discussed during pre-contract meeting (if necessary).

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Section IX - Contract Forms Appendix 1 - Terms and Procedures of Payment B- PAYMENT PROCEDURES Foreign currency portion The procedures for applying for certification for and making payments shall be as follows:	The payment of the contract price (except the advance payment portion) will be made through an irrevocable Letter of Credit to be opened by the Employer in favour of the Contractor as appropriate. All costs in connection with the Letter of Credit inside Bangladesh shall be borne by the Employer and costs outside Bangladesh shall be borne by the Contractor. Only the advance payment (10% of the foreign currency portion) will be paid through direct disbursement by EXIM BANK, without letter of credit. The remaining payments (90% of the foreign currency portion) will be made through an irrevocable commercial Letter of Credit. But LC value will be increased by remaining 10% of contract value at the time when it will be required for customs clearance purpose for clearance of goods from Port only.	Please follow the bidding document.
69 The payment of the contract price (except the advance payment portion) will be made through an irrevocable commercial Letter of Credit to be opened by the Employer in favour of the Contractor as appropriate. All costs in connection with the Letter of Credit inside Bangladesh shall be borne by the Employer and costs outside Bangladesh shall be borne by the Contractor. Only the advance payment (10% of the foreign currency portion) will be paid through direct disbursement by EXIM BANK, without letter of credit. The remaining payments (90% of the foreign currency portion) will be made through an irrevocable commercial Letter of Credit. But LC value will be increased by remaining 10% of contract value at the time when it will be required for customs clearance purpose for clearance of goods from Port only. Local Currency portion-NA The Employer will not allow the contractor to ship plant items when civil infrastructure is not ready at the project site. Upon certification of the Employer/Engineer for the civil infrastructure and fulfillment	The following paragraph is requested to be added at the end If delay in completion of Civil works is attributable to Employer or some other reasons which are beyond the contractor's control, the additional cost caused to the contractor shall borne by the Employer.	

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[Handwritten initials]

	of all other relevant issues, the plant items will be shipped. The contractor will obtain the clearance within a reasonable time before the completion of the civil works so that the plant items reach the sites immediately after completion of the relevant civil works.		
70	Section IX - Contract Forms Appendix 8 - Functional Guarantees 1. This Appendix sets out (a) the functional guarantees referred to in GCC Clause 28 (Functional Guarantees) (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below (c) the minimum level of the functional guarantees (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.	1) We could not find any formula for calculation of liquidated damages for failure to attain functional guarantees. Please provide the same. 2) Also, we understand that this claim is only applicable for Transformers and not for any other equipment.	Bidders are requested to read the clause 3.1 of Appendix-8 under section-IX. As per bidding document, Functional guarantee is "Testing & commissioning of all the equipment & materials performed and test results in the standard limits"
71	Additional Clause on Limitation of Liability per Damage Event	<u>The Bidder requests for inclusion of the clauses as below:</u> Per Damage Event Liability of the Contractor shall be limited to Euro 0.5 Million.	Please follow the terms and conditions of the bidding document.
72	Additional Clause on Export Reservation	<u>The Bidder requests to include the following reservation clause as a separate clause in the tender documents:</u> "Bidder shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions".	Please follow the terms and conditions of the bidding document.

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		<u>The Bidder/ Contractor proposes the inclusion of the below mentioned Sales Contract Clause in the Tender documents.</u> 1. If Employer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Bidder/ Contractor or works and services (including all kinds of technical support) performed by Bidder/ Contractor to a third party worldwide, Employer shall comply with all applicable national and international (re-) export control regulations. In any event Employer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America. 2. If required to conduct export control checks, Employer, upon request by Bidder/ Contractor, shall promptly provide Bidder/ Contractor with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Bidder/ Contractor, as well as any export control restrictions existing. 3. Employer shall indemnify and hold harmless Bidder/ Contractor from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Employer, and Employer shall compensate Bidder/ Contractor for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Employer. This provision does not imply a change in burden of proof.	Please follow the terms and conditions of the bidding document.
73	Additional Clause on Sales Contract Clause		
74	Additional Clause on Storage Cost	If dispatch or delivery is delayed at Employer's request or due to reason attributable to Employer by more than one month after notice was given of the readiness for dispatch by Bidder/ Contractor, Employer may be charged storage costs for each month thereafter up to the amount of 0.5 % of the Subcontract price of the Works but in no event shall	Please follow the terms and conditions of the bidding document.

 

		the aggregate storage charges exceed a total of 5% of the total Subcontract price. Thereafter, the Contract shall be deemed to be terminated at the option of Bidder/ Contractor. Bidder/ Contractor shall be free to dispose of the supply and recover damages from Employer.	
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