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Memo No.: APSCCL/MD/Project-400MW (East)/2016/2653

Date: 6 August, 2016

Project's Name: Construction of Ashuganj 400 MW Combined Cycle Power Plant (East)

Invitation for Bids: APSCCL/Project-400(East)/MD/2016/1437 dated: 05 May 2016

**Clarification No. 6**

Sl. No.	Part / Section	ITB Clause	Page	ITB Specification	Questionnaire	APSCCL's Reply
1.	Volume 1 of 3 Section 7	GCC 39.1.1			We propose to add as follows: The Employer shall have the right to request the Contractor during the performance of the Contract to make change not exceed X% of Contract Price (cumulatively not exceed Y% of Contract Price). The Contractor shall execute Change unless the Contractor gives notice to the Employer stating (with supporting particulars) that ( i ) the Contractor cannot readily obtain the Goods required for the Change, (ii ) it will reduce the safety or suitability of the Works, or (iii) it will have an adverse impact on the achievement of Performance Guarantees. Upon receiving this notice, the Employer shall cancel, confirm or vary the instruction.	Existing clause is sufficient and standard for change in the facilities. Therefore, we understand that no need to add new clause.
2.	Volume 1 of 3 Section 3	Financial Resources Requirement	3-5	<b>Form FIN-2: Average Annual Turnover</b> The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amount billed to clients for each year for contracts in progress or completed, converted to US Dollars	Bidder would like to clarify whether: Would it be acceptable for Bidder to submit Annual Turnover (Sales Revenue) based on Bidder's financial statement? Considering Bidder would have hundreds of contracts in progress and/or completed, it would be impractical for Bidder to list up every single	Bidders have to provide Financial statement with explanatory notes audited by Chartered Accountants (Certified) to meet the requirement.

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3.	Volume 1 of 3 Section 9, Appendix 1	REPORTING, CLEARING AND SHIPPING DOCUMENTS	9-10	at the rate exchange at the end of the period reported  (8) Bill of entry in supported of imported goods (9) Drawing, Operating & maintenance instruction manual, technical data and factory test certificate of each item (Both hard and soft copy)	contract and also for ASPCL to sorting and check the contracts.  We think it is not necessary/possible to provide these documents before custom clearance. Please confirm both parties need to decide the details during the contract negotiation period.	Noted.
4.	Volume 1 of 3 Section 4	Financial Resources Requirement	4-42	<b>Form FIN-4: Financial Resources Requirement</b> Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement which equals the sum of:  (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and  (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the bidder	Bidder would like to clarify whether: 1) bidder has to provide information as whole contract or 2) bidder has to provide information as per bidder's scope in the contract (in case bidder entered the contract as Joint Venture)	Bidders have to consider current commitment on all contracts as per bidder's scope.
5.	Volume 1 of 3 Section 9	Article 2 Contract Price and Terms of Payment	9-4	"The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor."	Bidder understands that Employer will assume all related costs associated with the issuance and confirmation of the documentary credit. Please confirm.	Banking charges (LC issuing Bank) within Bangladesh in connection with the Letter of Credit shall be borne by Employer and any charges outside Bangladesh shall be to the account of the Supplier.

Sl. No.	Part / Section	ITB Clause	Page	ITB Specification	Questionnaire	APSC's Reply
						<p>However on request of beneficiaries, L/C may be confirmed but charges for L/C confirmation will be borne by L/C beneficiaries.</p> <p>The contractor shall have to bear at such charges both inside and outside Bangladesh in case of extension of Letter of Credit /other document is done at the request of the supplier.</p> <p><b>Please see also the clarification Serial No. 10</b></p>
6.	Volume 1 of 3 Section 1	Footnote	Page 1-5	<p>Whether as a contractor, nominated subcontractor, consultant, manufacturer or supplier, or service provider, or in any other capacity (different names are used depending on the particular bidding document). A nominated subcontractor is one which either has been....."</p>	<p>Please confirm that the Employer does not have any nominated subcontractor for this Project.</p>	<p>The Employer has not nominated sub-contractor but there have many stakeholders in order to implement the project such as BGFCL, GTCL, WDB, BIMTA, PGCB etc. They have nominated sub-contractors. During project implementation phase, the EPC contractor shall have to follow their guidelines to engage the sub-contractors. The EPC Contractor must take the approval before engagement any sub-contractor if it is not mentioned in the contract.</p>
7.	Volume 1 of 3 Section 9	Section 9 Appendix 3	9-12	<p>"The identity of the insurers and the form of the policies shall be submitted to the approval of the Employer, such approval not to be unreasonably withheld."</p>	<p>Please confirm that an insurance policy purchased from a company with financial strength rating of A minus (according S&amp;P) will be acceptable to the Employer.</p>	<p>The Contractor shall arrange insurance in foreign &amp; local currency from Sadhan Bima Corporation of Bangladesh as per Appendix 3 and the form of the policies shall submitted to the Employer for approval.</p>

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Sl. No.	Part / Section	ITB Clause	Page	ITB Specification	Questionnaire	APSSCL's Reply
8.	Volume 3 of 3 and Volume 1 of 3 and Clarification no.1	Clause 2.1.9 SCC 27.12 Clarification No 68			Following clarification is pending to be answered. "Guaranteed plant availability shall be defined in Section 2.1.9 Volume 3 of 3 - Technical Specifications of Power Plant. Liquidated damages during defect liability period are defined in Paragraph 27.12 Volume 1 of 3 - Technical Specifications of Power Plant considering fixed the allowed number of total outage hour (120 hours/years) and number of tripping and/or unscheduled shutdown (12 times/year). Please clarify if both of them definitions are applicable."	Both definitions are applicable.
9.	Volume 1 of 3 Section 8	SCC 13.3.2	Page-180	In case the institution issuing the security is located outside the country of Bangladesh, it shall have a correspondent financial institution located in the territory of Bangladesh to make it enforceable. [APSSCL's Reply - Clarification No.1 /Sl. No.44] The said guarantee shall be issued by any schedule bank of Bangladesh following the stipulated format.)	Please inform us the list of the schedule bank of Bangladesh or the website that we could know about schedule bank of Bangladesh.	Please visit the website of Bangladesh Bank.
10.	Volume 1 of 3 Section 9	Contract Agreement Article 2.2 Terms of payment		Terms of payment	Regarding the first international bank at the Sl. No.74 in clarification No. 1, Employer is kindly requested to reply as below;1) It is fully understood that Employer shall choose the bank which provides the service of letter of credit. Are there any special conditions to select banks such as more than S&P A grade? 2) Is it necessary that the letter of credit should include confirmation condition, or it depends on beneficiary's demand?	L/C opening bank will be determined at Employer's own discretion. Hence, most of the payment will be made from ADB & IDB fund and the said bank will issue the commitment letter. As per our other projects, generally, confirmation of L/C will not be required. However on request of beneficiaries, L/C may ad-confirm but charges for L/C confirmation will be borne by L/C beneficiaries.
11.	Volume 1 of 3 Section 4	Bid Security	4-23	Para 3: At the request of the Bidder, we ..... <i>name of Bank</i> .....	We request you to kindly modify the clause as below: At the request of the Bidder, we ..... <i>name of Bank</i> ..... hereby irrevocably undertake to pay	As per Bid Document

