# RPCL-NORINCO Intl. Power Limited

**(A Joint Venture of RPCL and NORINCO Intl.)**

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## Response to Queries from Bidders on

## REQUEST FOR PROPOSAL

**FOR**

## OPERATION AND MAINTENANCE

**OF**

## PATUAKHALI 1320 (2 X 660) MW COAL FIRED THERMAL POWER PLANT

**Date** : **01 September, 2022**

**Memo No.** : **RNPL/1320/2022/0467**

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| **1. Queries of Bidder - A** | | | | | |
| 1 | 130 | Section VI. Schedule of Service Requirements<br>Schedule B: Services<br>APPENDIX B: Reimbursable Costs | APPENDIX B: Reimbursable Costs<br>All Services by Contractor that support Facility activities and all Reimbursable Costs shall be approved by Employer, through the Annual Budget or otherwise, prior to implementation by Contractor. | Whether it can be understood that Bidder only provides quotations for personnel and operation and maintenance services, and all expenses in Schedule B incurred during the contract period shall be reimbursed by the owner according to the actual expenses incurred. | Bidder need to provide price quotation as per "Proposal Price Form". Please follow Addendum No. 1 to Request For Proposal.<br>For the Reimbursable cost items listed in Appendix B of Section VI will be reimburse as per Article 4.3, Schedule B, Section VI of RFP document. |
| 2 | 93 | b) General O&M Services: | LX. The Contractor shall deploy its own security personnel for the security within the function area. | Whether this clause conflicts with the owner's responsibility for the security of the site. | Please follow Addendum No. 1 to Request For Proposal. |
| 3 | 93 | b) General O&M Services: | LXV. Painting of the Plant at end of Contract period. | What is the painting scope? | This will be decided at appropriate stage. |
| 4 | 93 | b) General O&M Services: | LXI. The Contractor shall establish a medical institution at the Site to meet medical needs. The med kit shall be set up at various locations of the Site and be checked and refilled periodically. | Please confirm whether it is necessary to deploy medical staff, and if so, please specify the personnel requirements. | No Medical staff required. |
| 5 | 248 | Schedule G: Contractor's Remuneration<br>2.Contractor's Incentive Payments / Liquidated Damages | 1.Target Availability (TAn) as calculated in accordance with Schedule D, Availability Factor | In Target Availability, the target refers to a single unit or the whole plant. | The whole plant (Facility) |
| 6 | 248 | Schedule G: Contractor's Remuneration<br>2.Contractor's Incentive Payments / Liquidated Damages | Consumption of secondary fuel oil 0.50 milliliter/kWh<br>Will be equal to the cost of Fuel Oil plus five percent (5%) | Consumption of secondary fuel oil refers to what. Please specify specific requirements. | "Secondary Fuel" means the auto diesel or heavy fuel oil or any other mineral oil utilized in the Facility during Start-Up and/or operation of the Facility; |

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| 7 | 248 | Schedule G: Contractor's Remuneration 2.Contractor's Incentive Payments / Liquidated Damages | 2. Contractor's Incentive Payments / Liquidated Damages | The indicators given in the sheet are theoretical values, whether it can be adjusted according to the performance test of the unit and the actual operation during the execution period. | Please Follow the RFP Document. |
| 8 | 304 | Section VIII. Particular Conditions (PC) Part A - Contract Data Period of Contract 2.3 | Mobilization period + Sixty (60) months | Whether the Mobilization period is calculated based on the individual COD time of each unit or the final COD time of the second unit. | COD of the whole plant (Facility) |
| 9 | 57 | Proposal Price Form, Section IV | "Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan" | In this form , for the clause "Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan" whether the contractor's quotation should include "Travel expenses incurred by contractor personnel to and from the employer's power plant". | Not Accepted.<br>Please follow Addendum No. 1 to Request For Proposal. |
| 10 | 57 | Proposal Price Form, Section IV | | In this form, could contractor understand that the quotation for the "Base Remuneration including salary, bonuses, holiday, per diem and related expenses of Staff as per Detailed Staffing Plan" should include tax and the quotation for the "Total Excluding Taxes in Bangladesh" no need include the tax. | Please follow Addendum No. 1 to Request For Proposal for clarification. |

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| 11 | 64 | Breakdown of Base Remuneration | Note: Local Currency Portion shall include Tax and VAT. | Here the employer mentioned "Note: Local Currency Portion shall include Tax and VAT." Please confirm whether the quotation of the foreign currency should include TAX and VAT or not. | The quotation of the foreign currency will exclude TAX and VAT.<br>Please follow Addendum No. 1 to Request For Proposal for clarification. |
| **2. Queries of Bidder - B** | | | | | |
| 1 | 26 | ITB 20.1 | In addition to the original of the Technical and Financial Proposals, the number of copies of the Technical Proposal is: four (4) and the number of copies of the Financial Proposal is: four (4) and two (2) soft copies in DVD / CD – both searchable and signed versions | Could we submit the soft copy of the proposal in flash disk instead of DVD/CD? | Accepted. |
| 2 | 27 | ITB 34.3(b) | The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. | we consider the "F" is the bidder's proposal price, please confirm. | yes. |
| 3 | 32 | Section III,<br>3.2 Financial Qualifications | Minimum average annual turnover of US$ One<br>Hundred and Fifty (150) million, calculated as total certified payments received for contracts in progress or completed, within the last Five (5) years prior to the Proposal Closing Date. | 1. could the number of 150 million USD annual turnover be reduced? If not, we need to use our parent company to bid.<br>2. we have purchased the RFP in the name of Bidder B, if we use our parent company to bid, do we need to purchase the RFP again in the name of parent company? or we could just change the registered name to parent company? | 1. Not accepted. Please follow the RFP document.<br>2. The organization name under which the bidding document has been purchased, will be considered as bidder only. |

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| 4 | 32 | 4.2(a) Specific Experience | Currently carrying out Operation and Maintenance of at least two (2) Units of Supercritical Coal Fired Power Plants of Unit Size 600MW or larger capacity and at least one unit at over-seas.<br>The Units must be in operation for at least 3 years and continuous operation for at least one (1) year prior to the Proposal Closing Date without any major unscheduled shutdowns (major defined as shutdown that requires at least seven (7) days of shutdown).<br>The Units with similar configuration (similar configuration defined as Pulverized Coal type boiler having tangential combustion) will earn extra points.<br>Bidders with Ultra-Supercritical Coal Fired Power Plants of Unit Size 600MW or larger capacity will earn extra points.<br>Bidders with additional experience will earn extra points.<br>Bidders with additional Overseas O&M experience at same capacity coal-fired.... | 1. we have already carried out 7 units of 600MW coal fired, but they were all completed and the contracts were closed.<br>2. what we are now currently carrying out is a 2X660MW coal fired power plant located in Bangladesh, the plant is now under construction, haven't enter into COD, we are now in the O&M preparation stage.<br><br>we want to know whether we could fulfill the experience qualification? | This will be decided at evaluation stage. |

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| 5 | 45 | Key Staff | Section 3, Clause 5.1 Qualifications and competence of the Key Staff as per breakdown below: | we want to confirm in this staff sheet, whether we could add or delete some position?<br>And in this sheet for the number of the staff, is it the fixed requirement number? could we change the number of the staff? | If the position is not satisfied or the number is not satisfied, the corresponding points will be deducted according to the requirements. |
| 6 | 57 | Proposal Price Form | Contractor's Base Remuneration | there is only staff fees in the price form, our understanding is the bidder only need to provide the staff fees, other fess such as consumables, materials, tools, vehicles, overhauls, etc., we don't need to quote. | yes.<br>Please follow Addendum No. 1 to Request For Proposal. |
| 7 | 86 | 2.1.3 a) mobilization Period | Contractor shall provide one (1) month notification to Employer prior start of the mobilization period. | Please confirm how long shall the mobilization period last? | Mobilization period will be up to COD. The approximate COD is December 2023. |
| 8 | 102 | Article 4<br>Compensation and Payment | As compensation to Contractor for performance of the Services hereunder, Employer shall pay Contractor the Annual Operating Fee (or a pro rata portion thereof in the case of a Contract Year of less than 12 months). In addition, Employer shall (at Employer's Option) either:<br>I. reimburse Contractor, in the manner and at the times specified in this Article 4 and Appendix B, as modified from time to time, for all Reimbursable Costs or | our understanding is, the bidder only needs to provide the staff fees, other fess such as consumables, materials, tools, vehicles, overhauls, etc., we don't need to quote, these fees will be reimbursed when occurs.<br>Please confirm. | The bidders need to quote as per proposal price form.<br>Reimbursable cost will be provided by the Employer as per procedures mention in the RFP document. |

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| | | | II. pay such Reimbursable Costs directly to the applicable third parties. | | |
| 9 | 102 | 4.3 Reimbursable Costs | I. Employer shall pay to Contractor within 15 (fifteen) days of receiving the original invoice or application, as well as all reimbursable costs' supporting documentation, such as bills, Mushuk Challans, GRN, and receipt of sign of labor. | is this mean that, the reimbursable fees need to be paid in advance by the contractor, and can only be reimbursed and returned by the owner after getting the invoice.<br>1. we want to confirm whether the reimbursable fees could be paid to the contractor before the fees occurs?<br>2. about the reimbursable fees, the contractor may have the right to add management fees and profits, please confirm. | 1. No. There will be no advance payment.<br>2. No management fees and profits could be added. Only the actual cost will be considered. |
| 10 | 10,11 | 16. Bid Security | 16.2 The bid security shall be an unconditional guarantee issued by a bank from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable or follow if there is anything specified in PDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, | we want to confirm whether the Bid Security could be issued in rhw China local bank directly. | For clarification please follow Addendum No. 1 to Request For Proposal. |

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| | | | Standard Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Proposal, or beyond any period of extension if requested under ITB 22.2. | | |
| **3. Queries of Bidder - C** | | | | | |
| 1 | 85 | Schedule B, Article 2, Service 2.1 Scope of service: | a) Boundary of the Plant: Inside the wall of the Plant, from the gate of the power plant, including all facilities, systems, buildings, dining room and dorm room etc. B) Boundary from the Port (Jetty): Where all coal is unloaded, include ship docking<br><br>b) Boundary from the Port (Jetty): Where all coal is unloaded, include ship docking. | Since the wharf system is within the scope of work of the contractor, please provide the drawings of the public wharf, including the system introduction and main equipment, as well as the number of construction machinery, etc.; please provide the drawings, system introduction and main Equipment, including ship unloading equipment, warehouse clearance equipment, coal conveying belts, and the number of construction machinery (coal pushers, loaders, etc.) in the coal yard. The content of the drawings shall cover the length and quantity of belts from the wharf to the first transfer station in the factory.<br>If bidder is charge of transport the | Not Accepted. Any kind of drawing, design, document etc. will be provided only after contract signing. |

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| | | | | coal from unload port to power plant, we need aforementioned documents and drawings. | |
| 2 | | | | coal yard equipment coal yard system description, we need the documents of coal yard.<br>We need the documents of limestone port and yard. | Not Accepted. Any kind of drawing, design, document etc. will be provided only after contract signing. |
| 3 | | | | limestone port and yard system, system description of limestone port and yard, equipment consists. | Not Accepted. Any kind of drawing, design, document etc. will be provided only after contract signing. |
| 4 | | | | Please supply the whole power plant system description, main equipment list. | Not Accepted. Any kind of drawing, design, document etc. will be provided only after contract signing. |
| 5 | | | | Please clarify if there is seawater talk. If there is seawater desalination, please specify the desalination water production, and the main equipment and users. | yes.<br>Any kind of drawing, design, document etc. will be provided only after contract signing. |
| 6 | | | | Please clarify whether the centralized control rooms of units #1 and 2 are together, and whether the centralized control room includes auxiliary majors such as ash removal, desulfurization, coal transportation, chemical water production and gas production except for the main engine. If not included or partially included, please clarify each control room. Room duties. | All control rooms are together in a large centralized control mode. But The coal handling system specially has a separate control room. |

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| 7 | 79 | Schedule A Recitals and objectives | Expected Initial Operation Date: August 2023 (One Unit) Expected Commercial Operation Date: (Two Units) December 2023 | According as predicted plan, bidder will appoint the staff once the contract signed, if the final COD date delay than expected commercial operation date due to any reasons not caused by O&M project bidder, whether customer will compensate bidder's people service cost from December 2023 till the final COD date? Please clarify. | Project delay may result in "Variation" or "Change". Please refer to "PART 3 – Condition of Contract and Contract Forms". |
| 8 | 130 | Appendix B Reimbursable Costs | 1) Reimbursable Cost items shall be paid to Contractor in accordance with the requirements of Articles 4 and 6. Reimbursable Costs include: | For the reimbursable cost, please clarify these if reimbursable cost needs the O&M contractor advance fund or not? Please clarify. | There will be no advance payment for reimbursable cost |
| 9 | 130 | Appendix B Reimbursable Costs | 2) Reimbursable Cost items shall be paid to Contractor in accordance with the requirements of Articles 4 and 6. Reimbursable Costs include: | If the O&M contractor is not EPC contractor, when the EPC contractor evacuate from site and take away of all the office equipment and furniture, include the facility in accommodation, whether the expenses related to initial office supplies, training, tools, materials, vehicle purchase and maintenance, etc. during the O&M contractor preparation period can be paid through reimbursable expenses. Please clarify | Owner will provide office and camp facility (including dormitory, kitchen, canteen and sports facilities), and basic furniture, including basic office furniture and logistics furniture for one time (only including dormitory bed, cabinet and canteen furniture), and household appliances for one time (only including air conditioner, TV and washing machine).<br>O&M Contractor need to procure all office and living supplies at own cost except for those supplied by the Owner. And Maintenance of all office and living appliances supplied by the owner at own cost. This cost will not be under reimbursable. |

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| 10 | 130 | Appendix B Reimbursable Costs | 3) Reimbursable Cost items shall be paid to Contractor in accordance with the requirements of Articles 4 and 6. Reimbursable Costs include: ...labor costs... | Please clarify labor means which kind of worker could be definition the labor? As our understanding, the manpower who will do the temporary Job means labor. | labor means "laborer", a person doing unskilled manual work for wages on daily basis. |
| 11 | 130 | Appendix B Reimbursable Costs | 4) Reimbursable Cost items shall be paid to Contractor in accordance with the requirements of Articles 4 and 6. Reimbursable Costs include: ...cost related to training of plant personnel, | According as the bidding document, the training includes the classroom training, on-the-job training, please confirm the classroom training whether could be done at power plant by staff from O&M contractor at site or training must be hold at China? The teachers cost for training and the teaching material whether be considered as the reimbursable costs or not. Please clarify | Both classroom training and on-the-job training could be conducted at power plant, without necessary training in China.Trainning shall be carried out by staff of O&M contractor without affecting normal O&M and will be considered as a routine part of O&M work scope. Except for the expenses of training by external experts which can be reimbursed, any other training expenses including materials shall be borne by the O&M contractor. |
| 12 | 130 | Appendix B Reimbursable Costs | 5) Reimbursable Cost items shall be paid to Contractor in accordance with the requirements of Articles 4 and 6. Reimbursable Costs include: ...major equipment overhauls... | 1-please provide the major equipment lists, according as description, major equipment overhauls cost could be the reimbursable, so equipment not in the major equipment overhaul list shall be borne by O&M contractor? 2-As Chinese thermal power plant maintenance and overhaul standard, it has 3 types overhaul, major overhaul (major maintenance A-class), medium overhaul (medium maintenance B-class) and minor | 1. Major equipment list will be decided at appropriate stage.; 2. Maintenance is classified into Routine Maintenance, Minor Maintenance (c-class), Medium Maintenance (b-class), and Major Maintenance (A-class), A total of four types. Purchase cost of all required spare parts, consumable materials, or anything else for these four types of maintenance will be under reimbursable after DLP. The maintenance service will be done by |

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| | | | | overhaul (minor maintenance C-class) (level A, B &C), please confirm all 3 types overhaul cost could be considered as reimbursable cost? | O&M contractor as its work scope at any stage. |
| 13 | | | | Whether there is camp for O&M bidder is in the power plant area, if not, how far is it from the power plant area, please confirm whether it is equipped with commuter vehicles; whether the water, electricity and fuel expenses incurred in the O&M bidder's camp are reimbursable expenses? Meanwhile, the EPC contractor built the dining hall or not, if there is dining hall in power plant, the engineers/staff from customer will have 3 daily meals at dining hall also or bear by themselves? How many staff from customer will have meals? The food cost is reimbursable costs of customer's staff or not? | The owner shall provide camp housing, canteen with basic facilities as mentioned in Appendix A-2 of section VI. Facilities of water, electricity, gas and communication also will be provided by owner.<br>The daily meal will be borne by O&M contractor at own cost and this cost will not be reimbursed. |
| 14 | 91 | 2.1.3 Operation & Maintenance works A) Mobilization Period XXXIV | XXXIV Provide routine building maintenance including but not limited to painting, plumbing, electrical, sanitation, drainage, sewage, etc. LXV Painting of the Plant at end of Contract period. | Please confirm whether these 2 costs could be considered as reimbursable cost. Please clarify. | Labor cost and material purchase cost for these jobs will be under reimbursable. |

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| 15 | 132-134 | Appendix C: Communication Procedure 5-f) Training of on-job operators in phasing of replacement plan | | Whether the 51 people from owner who need to be trained should be included in the operation and maintenance personnel to participate in the commissioning and operation and maintenance work throughout the whole process? whether the bidder should consider the 51 people to gradually participate the O&M till whole take over O&M after 5 years finish? or should the bidder be equipped with operation and maintenance personnel according to the requirements of the 660MW unit personnel. Please clarify | These 51 persons (but not limited to) are the key positions of the owner's staff for getting training and participate in operation and maintenance at the future, which is the minimum requirement for the O&M contractor. These 51 persons (but not limited to) shall be trained by the O&M contractor until they meet the post requirements. Training shall be carried out by staff of O&M contractor without affecting normal O&M and will be considered as a routine part of O&M work scope. The O&M contractor shall allocate its staff according to the staffing schedule to ensure the normal operation and maintenance of the each 660MW unit. The participation of owner's staff in commissioning and operation and maintenance should be based on their ability and according to the replacement plan. |
| 16 | 32 | Section III Evaluation and qualification criteria | 4 Experience 4.2 (a) Bidders with Ultra-Supercritical cola fired power plants of unit size 600MW or larger capacity will earn extra points | Please clarify the bidders who has owned 600MW power plants will earn extra points means the 600MW power plants' ownership is belong to bidder? | Bidders with O&M experience at Ultra-Supercritical coal fired power plants of unit size 600MW or larger capacity will earn extra points. |

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| 17 | 92 | B) General O&M Services: | LI. Provide technical evaluation, monitoring, and surveillance of the Facility(s) including but not limited to:<br>• Net dependable capacity tests.<br>• Plant performance tests.<br>• Equipment specific performance tests.<br>• Emissions tests. | Please clarify whether the relevant test needs to be completed by a qualified institute and issue a qualified test report? | yes. |
| 18 | 133 | 5-f) Training of on-job operators in phasing of replacement plan, Schedule C, Section VI | The operation guidance plan is scheduled to be deploy in three months, including one month of escort and real-time consultation after the operator took over the operation | Please clarify the owner's requirements for the time when the operators in key positions take over the operation work; if an operation accident occurs during the three-month operation guidance period, how to determine the responsibility. | The takeover by owner's staff shall be carried out according to the replacement plan, and the bidder shall be responsible for all the safety responsibilities during the operation guidance period. |
| 19 | 85and86 | Article 2: Services 2.1.1. Physical Boundaries: & 2.1.3. Operational & Maintenance Works | a) Boundary of the Plant: Inside the wall of the Plant, from the gate of the power plant, including all facilities, systems, buildings, dining room and dorm room etc. 2.1.3 ·Maintenance of facilities within the scope of temporary facility fence will be marked in the general drawing. Facilities within the second acquisition, including but not limited to the plant (plant, wharf, coal yard, ash yard, oil tank) and the auxiliary facilities outside the plant (400KV external transmission line, backup power transmission line), attached with the general drawing of the | Please provide the general plan of the power plant, and explain the facilities of the power plant outside the fence, and indicate the number and distance from the power plant. | Not Accepted. Any kind of drawing, design, document etc. will be provided only after contract signing. |

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| | | | plant, scope within the wall and facilities outside the wall belonging to the power station are the responsibility of the operation and maintenance bidder). | | |
| 20 | | | | Optimization of job assignments. Whether the bidder must configure the post according to the requirements of the bidding document, or can it be adjusted and optimized according to its own experience. | Key positions must meet the requirements of Schedule E, Section VI of the RFP document, and also meet the qualifications and quantity, but the rest can be proposed according to the experience of the bidder. |

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| **4. Queries of Bidder - D** | | | | | |
| 1 | 6 | 6.1, Chapter B, Section 1 | A prospective Bidder requiring any clarification of the Request of Proposal shall contact the Employer in writing at the Employer's address and by the means of communication indicated in the PDS or raise his enquiries during the pre-proposal meeting if provided for in accordance with ITB 6.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Proposal. The Employer shall forward copies of its response to all Bidders who have acquired the Request of Proposal in accordance with ITB 5.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Request of Proposal as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2 | Please provide us with the clarification your clarification for other bidder. | Employer's Clarification of the queries from all bidders will be provide combinedly. |

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| 2 | | | | Please clarify your propose or clause about Additional Services. (Additional Services: The Employer may request the O&M Contractor to perform services related to the operation, maintenance or improvement of the Facility which are not included in or are not reasonably inferred from APPENDIX A-2. | Additional services may result in "Variation" or "Change". Please follow "PART 3 – Condition of Contract and Contract Forms". |
| 3 | | | | Please clarify if the Employer will be able to compensate the O&M contractor for the increased costs on site if the COD delay. | Project delay may result in "Variation" or "Change". Please follow "PART 3 – Condition of Contract and Contract Forms" |
| 4 | | | | Please clarify the Operator is only responsible for the test run witness or also responsible for the test run operation? | Please follow 46, Appendix A-2, Schedule B, Section VI of RFP document. |
| 5 | | | | Please clarify who is responsible for the replacement cost of seawater reverse osmosis membrane when it expires? | The O&M contractor will be responsible for procurement and replacement service. Procurement cost will be reimbursed as per reimbursable procedure. |
| 6 | | | | The Annual Utilization Hours of the Unit is how many hours | 85% |
| 7 | | | | please provide a detailed project milestone plan, which can provide a reference for us to prepare the | Please follow Article 3, Schedule E, Section VI |

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| | | | | mobilization personnel approach plan? | |
| 8 | | | | What percentage of the mobilization fee is the amount of the mobilization advance payment? What are the conditions of the payment of the mobilization advance? | Please follow Addendum No. 1 to Request For Proposal. |
| 9 | 28 | Section I F Award of contract ITB41.1 | The performance security will be in the form of a performance bond in the amount(s) of USD Twenty Million (USD20,000,000) or 20% of contact value which one is higher. | Given that the O&M contract is repeated each year, is it possible to change the performance security to 20% of the average annual O&M contract value and extend it each year before it expires. If according to the current RFP regulations, can the O&M performance security be reduced by one contract year after the contract is performed for one year? | Please follow Addendum No. 1 to Request For Proposal. |
| 10 | 51 | II. Detailed Staffing Plan | The Contractor must submit the Detailed Staffing Plan in accordance with the following requirements: | Could the O&M Contractor make some changes to the organization and staffing based on O&M Contractor's own experience and on the premise of meeting the key staff required by the RFP. | Key positions must meet the requirements of Schedule E, Section VI of the RFP document, and also meet the qualifications and quantity, but the rest can be proposed according to the experience of the bidder. |
| 11 | 55 | Form of Bid Security | [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Proposal dated _____ (hereinafter called "the Proposal") for the execution of _____ | 1.Please provide us the Request for Proposals No.<br>2.How to understand this sentence "the Bidder has submitted to you its Proposal dated for"? Because the bank guarantee is issued before the | 1. Please follow Addendum No. 1 to Request For Proposal.<br>2. The date bidder submitting its proposal. |

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| | | | | Proposal is submitted. Is it 22 August, 2022? | |
| 12 | 81 | Article 2: Objectives | 4. Provide all spare parts, tools and consumables required for the performance of the O&M Works. Assist the Employer with Spare parts and Materials inventory management Contractor to note that spare parts, tools and consumables required during the two (2) years Defect Liability Period shall be provided by the EPC Contractor. Contractor is expected to coordinate with the EPC Contractor to timely procurement and delivery to Site. | 1. During the DLP period, will the EPC provide all spare parts, tools and consumables? Does it include strategic spare parts? (Note: Strategic spare parts are spare parts whose purchase price exceeds a certain amount .)<br>2. If EPC does not provide strategic spare parts, will the owner buy them?<br>3. After the end of the contract, will the owner buy back the original price of the spare parts purchased by the O&M contractor? | 1. During DLP period EPC contractor will provide spare parts as per EPC contract, O&M contractor will ensure that on behalf of owner.<br>2. If EPC contractor does not provide any spare parts, The O&M contractor will procure and the cost will be reimbursed as per procedure mention in RFP document.<br>3. After DLP period O&M contractor will procure necessary spare parts and the cost will be reimbursed as per procedure mentioned in the RFP document. |
| 13 | 86 | 2.1.3 Operation & Maintenance Works | Scope within the wall and facilities outside the wall belonging to the power station are the responsibility of the operation and maintenance bidder). | Please specify which facilities outside the wall belong to the power station? What is the approximate location? | The main facilities outside the wall (but not limited to) are: Power line up to wharf, wharf, coal conveyor belt, water intake pump equipment and so on. |
| 14 | 91 | ARTICLE 2: Services b) General O&M Services: | XXXIII. Provide routine building maintenance including but not limited to painting, plumbing, electrical, sanitation, drainage, sewage, etc. XXXIV. Provide routine building maintenance at least once a year for touch-up painting of the building and equipment. | Please provide detailed scope and specific requirements for the O&M contractor to carry out routine maintenance and surface touch-up painting of buildings and facilities. | These will be decided at appropriate stage. |

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| 15 | 92 | b) General O&M Services: | XL. The Contractor shall responsible for the fire hazard prevention and firefighting in function area. The Contractor shall ensure all the fire prevention devices within the function area in good condition. | Who will set up the fire brigade, the owner or the O&M contractor? Who will pay the salary of the fire brigade, the owner or the O&M contractor? Who is responsible for the daily operation and maintenance of the firefighting equipment and facilities? The fire brigade or the O&M contractor? Who is responsible for cost of firefighting equipment and facilities, the owner or the O&M contractor? | Fire Brigade staff for Fire station in plant will be recruited and paid by the Employer.<br>Management, planning, operation and maintenance of firefighting system, equipment and facilities of the whole plant will be the responsibility of the O&M contractor. The fire station and fire brigade also will be operated by O&M contractor.<br>Procurement of firefighting equipment will be the responsibility of O&M contractor and such cost will be under reimbursable. |
| 16 | 93 | ARTICLE 2:<br>b) General O&M Services: | LXV. Painting of the Plant at end of Contract period. | Please provide the range and details of painting. | This will be decided at appropriate stage. |
| 17 | 126 | A-2:<br>Division and Interface of Service Scopes | Purchase spare parts for operation and maintenance after end of DLP | Please clarify the liability of Strategic Spare Parts (any period of O&M) and initial purchase of spare parts not in the inventory. | During DLP period any necessary spare parts not provided by the EPC contractor will be Provided by O&M contractor.<br>After DLP period O&M contractor will be solely responsible to provide all necessary spare parts.<br>These purchase cost will be under reimbursable. |
| 18 | 131 | Schedule C:<br>Know-How Transfer and Training | Contractor shall carry out training and transfer technology to Operators and Maintenance Personnel of the Employer | The operation and maintenance personnel provided by the owner are hired by the owner or the O&M contractor? Are these people managed and paid by the | Will be hired and paid by Employer. |

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| | | | | contractor for the duration of the O & M contract? | |
| 19 | 303 | Part A - Contract Data | Target to start replacement some of the working level positions of O&M personnel (engineers to technician) from the beginning of the second year and substantial replacement by end of Contract Period. | At the end of the contract, which positions can be retained by the personnel of the O&M contractor, and what is the proportion of the number of personnel? | as per replacement plan provided by the the bidder and approved by Employer.<br>Please follow Addendum No. 1 to Request For Proposal. |
| 20 | 231 | 6.Performance Liquidated Damages: | The Contractor shall pay the Employer liquidated damages for failure to achieve the Performance Guarantees as specified in Schedule G2. The Contractor's liability to pay Liquidate Damage in any Contract Period shall not exceed USD Twenty Million (USD20,000,000.00) or 20% of contact value which one is higher. | Is it possible to change the Liquidate Damage to in any Contract Period shall not exceed 20% of annual average contact value. | Please follow Addendum No. 1 to Request For Proposal. |
| 21 | 57 | Proposal Price Form | Total Excluding Taxes in Bangladesh | Please clarify which taxes are not included and who will responsible for withholding tax (Tax Deducted at Source)? | Please follow Addendum No. 1 to Request For Proposal. |
| 22 | 23 | 39A Establishment of a Company | The PDS specifies whether the Successful Bidder will be required to incorporate in the Employer's Country as a "special vehicle" company or joint venture and the additional requirement that the | Please clarify what is means of the "special vehicle" company? | "special vehicle" means "Special Purpose Vehicle (SPV)".<br>A SPV is a subsidiary company of parent company that is formed to undertake a specific business purpose or activity. |

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| | | | Successful Bidder shall comply if required to incorporate locally as a "special vehicle" company or joint venture. | | |
| 23 | 86 | 2.1.3. Operational & Maintenance Works | Maintenance of facilities within the scope of temporary facility fence will be marked in the general drawing. Facilities within the second acquisition, including but not limited to the plant (plant, wharf, coal yard, ash yard, oil tank) and the auxiliary facilities outside the plant (400KV external transmission line, backup power transmission line), attached with the general drawing of the plant, scope within the wall and facilities outside the wall belonging to the power station are the responsibility of the operation and maintenance bidder). | Please clarify which ancillary facilities need to be operated and maintained by the bidder? | scope within the wall and facilities outside the wall belonging to the power station are the responsibility of the operation and maintenance contractor. The main facilities outside the wall (but not limited to) are: Power line up to wharf, wharf, coal conveyor belt, water intake pump equipment and so on. |
| 24 | 91 | b) General O&M Services: | XXXVI. Provide routine maintenance of all Work Vehicles/Weight Lifting Device/Equipment which are provided by Employer. | Please Clarify the scope of routine maintenance and who is responsible for repairs and overhauls? | Bidder's responsibility. |

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| 25 | 96 | 2.1.3. Operational & Maintenance Works | Minor Maintenance (C-Class) This is the type of maintenance that typically is performed in light of the operation and condition of the machine, approximately every 4,000 hours, or on annual basis, whichever comes first. Medium Maintenance (B-Class) This is the type of maintenance that typically is performed approximately every 10,000 hours up to 30,000 hours or about every 2-3 years. Major Maintenance (A-Class) This is the type of maintenance that typically is performed approximately every 40,000 hours or higher, or approximately in interval of every 5 years. | Please clarify whether the bidder must strictly follow the hours required schedule for A/B/C-Class maintenance, or whether this can be arranged based on the DL/T838-2017 Guide of Maintenance for Coal-fired Power Plant of China and the bidder's O&M experience? Or provide the bidder with the Employer's schedule of A/B/C Class maintenance. | In principle, the schedule is arranged according to the A/B/C schedule, but can be flexibly adjusted according to any specific instruction from OEM, actual condition of equipment and site conditions. If the O&M contractor needs to adjust the maintenance hour of A, B and C, it shall report to the owner in advance. If required Owner has the right to consult with the bidder in advance before adjustment of any maintenance hour. |
| 26 | 98 | Schedule B: 2.1.3. Operational & Maintenance Works d) Training Program | The program shall provide classroom training, on-the-job training for the Employer's operations and maintenance personnel. The Employer will supply key operator personnel and maintenance personnel who are experienced with operation and maintenance of power plants. | Please inform us of the number of operation and maintenance personnel provided by the Employer, including what positions? | This will be decided on appropriate stage based on the Replacement plan and Training plan provided by the bidder. |
| 27 | 122 | APPENDIX A-2: Division and Interface of Service Scopes | 15. Supplement and complete the site HSE warning sign, equipment and building identification (label) after COD. (after COD) | Please clarify who will purchase the initial site HSE warning sign, equipment and building identification (label)? | Initially EPC contractor will provide these. The O&M contractor shall communicate with the EPC Contractor to ensure supplement and proper |

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| | | | | | utilization of those signs, marks and labels. |
| 28 | 126 | APPENDIX A-2: Division and Interface of Service Scopes | 61. Responsible for cleaning, greening, safety, etc. service of the whole power Plant and the maintenance of safety facilities (fire-fighting included). (pre-COD and after-COD) | The EPC is responsible for cleaning, greening, safety, etc. service of the whole power Plant and the maintenance of safety facilities (fire-fighting included) in no.60. (pre-COD) Please clarify who is responsible for it pre-COD and how many square meters of greening in power plant? | EPC and the bidder are jointly responsible for pre-COD, and the bidder is solely responsible for after-COD.<br>The required greening area in power plant will be decided at appropriate stage based on the relevant regulations from Department of Environment of Employer's country. |
| 29 | 127 | APPENDIX A-2: Division and Interface of Service Scopes | 84-Purchasing insurance of equipment and facilities in project area. (Pre COD-stage) | Please clarify who will purchase insurance of equipment and facilities in project after COD-stage. | The Employer. |
| 30 | 127 | APPENDIX A-3: Division and Interface of Service Scopes | 87-Responsible for road routine maintenance and transportation management of inside and outside of the plant area, (after commercial operation date) | Please clarify the specific contents of road routine maintenance and transportation management of inside and outside of the plant area, and the length of the road. | These will be decided at appropriate stage based on the site condition and requirements. |

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| **5. Queries of Bidder - E** | | | | | |
| 1 | 33 and 234 | Clause: 5, Article I, Section III and Article 1.1, Schedule E, section VI | The Employer will organize interviews and examinations (with reference to post qualification and skill standard) for key staff of O&M Contractor before their starting work. Unqualified persons will not be allowed to work. O&M Contractor shall replace any one that fails the interview within 15 days after receiving a notice from Employer till the post requirement is satisfied. If the replaced persons are still unqualified and account for 15% or higher of the total number, Employer shall have the right to withdraw the performance bond and terminate the relationship with O&M Contractor. | I. COVID-19 has caused great inconvenience for personnel organization in China, and the period of 15 days is too short for personnel replacement. It is difficult to replace persons within the time limit. So, it is suggested to extend the replacement period to 30 days.<br>II. The punishment of "If the replaced persons are still unqualified and account for 15% or higher of the total number, Employer shall have the right to withdraw the performance bond and terminate the relationship with O&M Contractor" is too much severe. It is suggested to cancel this clause because it is too punitive. If the assessment must be carried out, it is recommended to carry out the assessment on a person-time basis.<br>III. It is recommended that the Chinese personnel be interviewed by the Employer through video in China to avoid additional cost. | I : 30 days agreed. Please follow Addendum No. 1 to Request For Proposal.<br>II : Follow RFP Document.<br>III: This will be decided at appropriate stage. |

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| 2 | 244 | Article 3.1, Schedule E, Section VI | 3.1. The operation and maintenance unit shall complete the establishment of the production management team according to the advanced power plant operation and maintenance production management organizational structure. Before the installation of Patuakhali project equipment (expected in August 2022), 50-60 management personnel and key technical personnel (specialist and shift chief operator) are established, and plan to enter the plant according to the site demand. According to the work responsibilities of the Owner in the commissioning process in EPC contractor turnkey contract (including providing commissioning personnel), start the comprehensive production preparation, assist the Owner in the project quality control, and start the training plan for its own personnel and owner personnel. | At present, COVID-19 adversely affects personnel organization and formalities for going abroad. It is suggested to comprehensively consider bidding time, award decision time and formalities for going abroad, etc., and allow for the enough time for personnel organization and formalities for going abroad. | To be decided at appropriate stage according to site conditions/progress |
| 3 | 234-244 | Schedule E, Section VI | 60 persons in the management team and key posts shall use English frequently in both oral and written communication. | To be honest, there are not many persons who have both power generation knowledge and fluent English skills in the 5 power generation groups in China at | Please Follow the RFP Document. |

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| | | | | present. It is suggested that the conditions be relaxed appropriately. | |
| 4 | 28 | ITB 41.1, Chapter F, Section II | USD 20,000,000 of the performance bond will be maintained till the termination of the contract. | The clause does not comply with international conventions, as the amount of the performance bond is too high, nearly RMB 140,000,000. It means a huge early-stage investment for bidders which is not conducive to safe, stable project operation. It is recommended that the amount be determined at 10% of the annual operating cost. | Please Follow Addendum No. 1 to Request For Proposal. |
| 5 | 132 | Article 5, Schedule C, Section VI | The plan of gradual replacement of Employer's personnel after on-the-job training. | Please clarify the replacement plan, the arrangement of the replaced Chinese personnel and the change of total O&M costs in this clause which were not covered before. | The Bidder will submit replacement plan. The Remuneration cost submit by the bidder must be relevant with their replacement plan. For more clarification Please Follow Addendum No. 1 to Request For Proposal. |
| 6 | 131 | Schedule C, Section VI | | As the training task is heavy, if all posts are subject to training, the routine O&M and production will be affected; additionally, the training funds are not specified. We suggest clarifying the training scope and training funds. | Training shall be carried out by staff of O&M contractor without affecting normal O&M and will be considered as a routine part of O&M work scope. For details of training scope, refer to Annex 1: The Operation Training Scope and Annex 2: The Maintenance Training Scope. Schedule C, Section VI. Except for the expenses of training by external experts which can be reimbursed, any other training expenses including materials shall be borne by the O&M contractor. |

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| 7 | | | Project delay. | We suggest clarifying the cost for. In case of delayed operation of the project, we suggest the Employer clarify the cost during mobilization and the standard for settlement based on actual situation. | Project delay may result in "Variation" or "Change". Please refer to "PART 3 – Condition of Contract and Contract Forms". |
| 8 | 32 | Clause: 4.2(a), Article I, Section III | In 4.2(a) Specific Experience of Section III Evaluation and Qualification Criteria, a letter from the employer is required besides filling the table. | Most of our contracts were signed with EPC contractors that have really performed related jobs. Is a letter from EPC contractor acceptable and scored? | Not Acceptable. Please Follow the RFP Document. |
| 9 | 33 | Clause: 4.2(c), Article I, Section III | In 4.2 (c) of Section III, power plant simulation training shall be available, and a letter from the training certification organization is required. | Is a letter from power plant employer (simulator property manager) acceptable and scored? Note: The power plant employer, as the simulator training base solely owned by CHD Power Plant Operation Co., Ltd., has developed plenty of internal and external training businesses. | This will be decided at evaluation stage. |
| 10 | 24 | 41.1, Chapter F, Section I | Performance bond. After receiving the notice of award from the Employer, the successful bidder shall provide a performance bond within 28 days in accordance with the contract. | 1. According to regulations from the domestic banks in China, Chinese banks will not start the performance bond issuance process until the contract is signed; in addition, the clause doesn't comply with international conventions.<br>2. For us, the performance bond has to be issued, and it is expected to take more than 28 days. Is it acceptable to postpone the provision of performance bond? | Not Acceptable. Please Follow the RFP Document. |

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| 11 | 28 | ITB 39A.1, Chapter F, Section II | In ITB 39A.1, the successful bidder shall incorporate a company in the Employer's Country. | 1. Shall the Employer sign the contract with the company incorporated by the Bidder in the Employer's Country or the bidding company?<br>2. Shall the performance bond be provided by the company incorporated by the Bidder in Employer's Country or the bidding company? The performance bond is suggested to be issued by the bidding company. | The bidding company will issue performance bond and sign the contract as well.<br>Please follow Addendum No. 1 to Request For Proposal. |
| 12 | 32 | Clause: 4.2(a), Article I, Section III | Form EXP 4.2(a) and letter from power plant owner | Some of our contracts were signed by our wholly-owned subsidiaries. Are they acceptable? | Acceptable, but subsidiary certification must be provided. |
| 13 | 43 | Article II, Section III | In Evaluation Criteria, General Experience, 10 (maximum score) | Please clarify, for the specific evaluation criteria, besides 600MW and higher, how much performance evidence should be provided to obtain a high score or maximum score. | In the form EXP-4.1 of section IV, Bidder may add all of their relevant experience with evidence. |
| 14 | 45 | Article ii, Section III | Methodology and Approach, Work Plan and Staffing Plan after Commercial Operation Period (COD) | According to international conventions, COD generally refers to the date when the whole plant starts commercial operation; please clarify that the COD date in the bidding documents refers to the commercial operation date for the whole plant rather than a single unit. | Whole plant. |

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| 15 | 122 | 42, Appendix A-2, Schedule B, Section VI | Purchase consumable materials except for seawater, coal, fuel oil and limestone. (after DLP) | Please clarify whether the power oil for engineering vehicles used during coal yard management, ash yard management, ash transportation and limestone transfer is provided by the Employer or the O&M contractor after COD of the plant. | After COD, O&M contractor will procure and such cost will be under reimbursable. |
| 16 | 121 | 14, Appendix A-2, Schedule B, Section VI | Procurement of all office and living supplies except for those supplied by the Owner. (all stages) | Please provide a detailed list of office and living supplies to be provided by the Employer and EPC Contractor and the scope of office and living supplies to be provided by the successful bidder. For example, please clarify whether the living camp facilities provided by the Employer include cookers, tableware and beddings, etc., and whether the office supplies include computers, printers, copiers, etc. | Please follow Addendum No. 1 to Request For Proposal. |
| 17 | 121 | 16; Appendix A2, Schedule B, Section VI | O&M manuals preparation Pre COD-stage | Please clarify whether the O&M manuals, system diagrams, typical operation orders, etc. prepared by the EPC Contractor before COD will be in both Chinese and English, and whether they will be printed by the EPC Contractor. | All the documents provided by EPC contractor will be in English Language. Printed copy will be provided by EPC contractor. |
| 18 | 127 | 83; Appendix A2, Schedule B, Section VI | Obtain special tools and rigging devices from OEM/Supply and Services Contractor and hand over to the bidder. (Pre COD-stage) | Please clarify whether the initial safety appliances, tools and equipment for operation and maintenance are provided by the Employer or the O&M contractor before COD. | EPC Contractor will be the provider. The O&M contractor will communicate with EPC contractor for proper supply. |

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| 19 | 121 | 15, Appendix A2, Schedule B, Section VI | Supplement and complete the site HSE warning sign, equipment and building identification (label) after COD. (after COD) | Please clarify whether the HSE warning signs, marks of equipment and building, and equipment labels to be supplemented and improved on site are provided by the Employer or the operation and maintenance contractor after COD (the successful bidder shall be responsible for the hanging of the above signs, marks and labels). | Initially EPC contractor will provide these. The O&M contractor shall communicate with the EPC Contractor to ensure supplement and proper utilization of those signs, marks and labels.<br>After COD, if required, O&M contractor may need to purchase. |
| 20 | 126 | 61, Appendix A2, Schedule B, Section VI | Responsible for cleaning, greening, safety, etc. service of the whole power Plant and the maintenance of safety facilities (fire-fighting included). (pre-COD and after-COD) | Please specify the organization responsible for plant firefighting, i.e. who will be responsible for the organization and management of fire brigade after COD. | Fire Brigade staff for Fire station in plant will be recruited and paid by the Employer.<br>Management, planning, operation and maintenance of firefighting system, equipment and facilities of the whole plant will be the responsibility of the O&M contractor. The fire station and fire brigade also will be operated by O&M contractor. |
| 21 | 86 | Article 2.1.3(c), Schedule B, Section VI | · Provide routine, minor, medium, and major maintenance. | Please specify the number of minor repairs (Class C), medium repairs (Class B) and major repairs (Class A) to be carried out for a single unit in accordance with PPA within 5 years of O&M period after COD. | Please follow Article 2.1.3 (c), Schedule B, Section VI of the RFP document. |
| 22 | 128 | 89, Appendix A2, Schedule B, Section VI | Responsible for the operation and maintenance of the wharf, unloading coal to the designated area of the coal yard; Reasonably arrange the maintenance work of equipment to prevent the coal- | Please specify the organization responsible for dispatching, mooring and draught survey of coal carriers at the dock after COD. | The O&M contractor. |

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| | | | burning unloading operation from being affected by equipment defects (after commercial operation date) | | |
| 23 | 122 | 41,43; Appendix A2, Schedule B, Section VI | 41.Purchase consumable materials except for seawater, coal, fuel oil and limestone before COD. （up to the end of DLP).<br>43.Purchase spare parts consumed in operation and maintenance During Pre-COD and 2 years warranty period. （up to the end of DLP) | Please confirm that the successful bidder will not be responsible for the procurement of any spare part or material for operation and maintenance before the DLP ends, such spare parts and consumables will be provided by the EPC Contractor and Employer. That is, the EPC Contractor and Employer will establish the initial spare parts storage. | Before the expiration of DLP, the EPC Contractor will provide those spare parts, materials and consumables, but the O&M contractor is expected to communicate with EPC Contractor to ensure that. |
| 24 | 83 | Article 1, Schedule B, Section VI | • Defect Liability Period (DLP): "Defect Liability Period" means the period of validity of the warranties given by the EPC Contractor commencing at successful completion of Reliability Run, during which the EPC Contractor is responsible for defects with respect to the Facilities. The scopes of all parties during DLP is mentioned in Appendix A2. | Please confirm that before the DLP ends, the EPC Contractor will be responsible for solving any problem existing in the design, installation, equipment quality, etc. of civil works. | Yes |
| 25 | 120 | 10; Appendix A2, Schedule B, Section VI | Provide vehicles used for coal yard and ash yard and ash slag transportation, and sprinkler and relevant machinery equipment. Pre COD-stage | Please clarify the weather spare parts for engineering vehicles used during coal yard management, ash yard management, ash transportation and limestone transfer are provided by the Employer or the O&M contractor | The EPC Contractor will provide those spare parts before the expiration of DLP, O&M contractor is expected to communicate with EPC Contractor to ensure that.<br>After DLP, O&M contractor will be responsible for those spare parts and |

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| | | | | after the expiration of their warranty period, before the DLP ends. | purchase cost will be under reimbursable. |
| 26 | 117 | Article 2(e); Appendix A1, Schedule B, Section VI | i. Performing routine surveillance of all equipment routinely used to communicate with the NLDC.<br>ii. Notifying the NLDC of any routine maintenance activities which will require clearance from the NLDC. | Please clarify whether the operation dispatchers communicate and coordinate with NLDC (National Load Dispatching Center) should be trained and licensed by NLDC. | No such things will be required. |
| 27 | 86 | Article 2.1.3, Schedule B, Section VI | · Provide routine, minor, medium, and major maintenance. | Please clarify the weather-related spare parts and consumables are provided by the Employer or the O&M contractor during scheduled maintenance (maintenance of Classes A, B and C) of units. | Before the expiration of DLP, it is the EPC Contractor who provide spare parts and consumables. After DLP, O&M contractor will be responsible for those spare parts and consumables and purchase cost will be under reimbursable. |
| 28 | 86 | Article 2.1.2(d), Schedule B, Section VI | d) The Contractor shall be responsible for the training of Employer's personnel. | Please specify the time of arrival of the first production personnel of Employer, i.e. when the successful bidder will start training Employer's production personnel, and when Employer's production personnel will be involved in the on-site production and O&M works. | The successful bidder will start training Employer's personnel from the beginning of the contract period as per training plan.<br>Employer's personnel will involve in O&M work as per replacement plan. |

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| 29 | 121 | 20,21,22,23,24; Appendix A2, Schedule B, Section VI | 20.Build chemical laboratory and purchase instrument and apparatus. (Pre COD-stage)<br>21.Build I&C laboratory and purchase instrument and apparatus. Pre COD-stage<br>22.Build electrical laboratory and purchase instrument and apparatus. Pre COD-stage<br>23.Build high voltage laboratory and purchase instrument and apparatus. Pre COD-stage<br>24.Build metal laboratory and purchase instrument and apparatus. Pre COD-stage | Please clarify whether the relevant equipment and apparatus of the chemical, I&C, electrical and metal laboratories, etc. established by the Employer and EPC Contractor will be calibrated and adjusted and ready for use before handover to the successful bidder. | Yes |
| 30 | 33 | Article i(5), Section III | 5. Management Staff | Please clarify whether the main managers and technical backbones must have the English ability as required by the bidding documents and whether this discrepancy can be covered by employing full-time translators. | Not accepted. Please Follow the RFP Document. |
| 31 | 86;93 | Article 2.1.3, Schedule B, Section VI;<br>LVIII, Article 2.1.3(b), Schedule B, Section VI | • Provide routine, minor, medium, and major maintenance.;<br>LVIII. The Contractor shall be responsible for the planning, management, and execution of all scheduled outages and unscheduled outages including:<br>• Identifying, procuring and transporting required parts and consumables. | Please clarify that, in the five-year operation and maintenance after COD, whether the expenses spent in minor maintenance (grade C), medium maintenance (grade B) and major maintenance (grade A) for single unit (including labor cost – full cost for repairers, and cost for spare parts and consumables) are borne by the contractor. | Contractor will provide service. Required spare parts and consumables purchase cost will be reimbursed as per procedure mentioned in Article 4.3, Schedule B, Section VI of RFP document. |

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| 32 | 86 | Article 2.1.3, Schedule B, Section VI | • Contractor shall be responsible for furnishing entire spare parts, tools and consumables until end of the Contract period, including major overhaul. | Due to excessively high advance payment (including labor wages) by the O&M contractor, which may bring difficulty to project implementation and is not conducive to the stability of project personnel and safe production. Therefore, it is suggested that the Employer directly purchase or entrust the project to the contractor. | Not accepted. Please Follow the RFP Document. |
| 33 | 123 | 46 of Appendix A2, Schedule B, Section VI | Under the guidance of EPC contractor staff, the bidder shall carry out relevant individual equipment test run, sub-system test run, whole unit startup and performance acceptance trial, and daily O & M work, and summarize important existing problems from respective professions and put up with the solutions, which shall be shared promptly to EPC contractor and the Owner. | Please clarify that whether the main responsibility for commissioning is borne by the EPC contractor or the O&M contractor. | EPC contractor will be the main responsible party for commissioning. The O&M contractor will assist EPC contractor and ensure proper commissioning as per EPC contract on behalf of employer. |
| 34 | 57 and 64 | Proposal Price form, Section IV | Total Excluding Taxes in Bangladesh and<br>Note: Local Currency Portion shall include Tax and VAT. | Please explain the above descriptions and specify statistical standard for related taxes as our Company believes that they are inconsistent. | Please follow the Addenda No. 1 to RFP document for more clarification. |

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| 35 | 303 | 16.1, part A, Section VIII | Maximum Total Liability of the Contractor to the Employer: USD Two Hundred Million (USD200,000,000.00) | The contractor's operation and maintenance profit is too low to cover the maximum fine which is not conducive to the safe operation of the project; according to the international practice, it is suggested that the contractor should bear the maximum liability of $50,000 for the loss caused by non-human malice, and the rest amount of loss shall be covered by insurance handled by the Employer. | Not accepted. Please Follow the RFP document. |
| 36 | 66 | Bidder's Party Information Form (Form ELI-1.2), Section IV | *The following form shall be filled in for the Bidder's parties including partner(s) of a joint venture, subcontractors, suppliers and other parties* | Please clarify whether Appendix B shall be added to the table to indicate the information on all potential subcontractors, spare parts suppliers, major repair specialists, training subcontractors related to reimbursable expenses. | This form will provide information about bidder's party for executing the contract including joint venture partners, subcontractor, suppliers and other parties. |
| 37 | 247 | Article2, Schedule G, Section VI | 2.Contractor's Incentive Payments / Liquidated Damages<br>SO2 Emission Standard Rate<br>USD100.00 for each 1% lower than the indicator with USD1,000.00 cap | The contractor should not be assessed for exceeding the standard due to design or coal type changes or equipment reason. | Performance deviation due to coal quality may not cause any Liquidated damages to O&M contractor. This matter will be decided by the employer at appropriate stage. |
| 38 | 231 | Article7, Schedule D, Section VI | Schedule D: Coal consumption, net heat rate, etc. shall be assessed in the performance targets. | According to the international practice, the evaluation indexes such as coal consumption and net heat rate should be based on the test results without deviating from the designed coal type. And, in view of the aging of equipment and other factors, such indexes shall be | Performance tests and determination of performance factors will be done as per EPC contract obligation.<br>After COD any change in performance factor by employer will be under "Employer variations". Please follow the relevant clause to "employer |

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| | | | | reduced progressively every year according to the usual rules. | variation" at section VII for more clarification. |
| 39 | 250 and 248 | Article5 and Article2, Schedule G, Section VI | 5. If fuel consumption per ignition exceeds the specified value in the term sheet provided by boiler manufacturer, for the exceeding part, the penalty is USD 1,000 for each ton.<br>and<br>Consumption of secondary fuel oil<br>0.50 ml/kWh<br>Will be equal to the cost of Fuel Oil plus five percent (5%) | Please clarify the specific regulations for secondary fuel oil and whether the two penalties are repeated in assessments. Please make it clear that if the reason for exceeding the standard is not the contractor's reason, the liability shall be exempted. | 1） The ignition fuel consumption list rate refers to the standard ignition fuel consumption provided by the boiler plant manufacturer, which is required to be greater than the standard value for penalty assessment. This penalty will be on the consumption of ignition fuel only.<br>2） "Secondary Fuel" means the auto diesel or heavy fuel oil or any other mineral oil utilized in the Facility during Start-Up and/or operation of the Facility. The Liquidated damage will be on total consumption of secondary fuel/KWh. |
| 40 | 248 | Article2, Schedule G, Section VI | Maximum Consumption of Limestone (Per unit)<br>2.69 ton/h (Maximum)<br>USD 100 for each 1% above the design value per year | If the coal type changes or the design capacity cannot meet the actual requirements, the contractor shall be exempted from responsibility and shall not be penalized. | Performance deviation due to coal quality will be assessed according to the required "calcium sulfur ratio" deviation. |
| 41 | 115 | Article 1(i), APPENDIX A-1, Schedule B, Section VI | APPENDIX A-1: Supplementary Terms of Services<br>i. The bidder shall formulate a perfect training plan, requiring a personnel training plan for every year and each node within the start of production preparation to 5 years after COD, and set specific goals so as to realize the gradual | The contractor shall be exempted from liability if the quality and learning ability of the Employer's trainees fail to meet the requirements. | The staff provided by the employer will be qualified enough to absorb a proper training. O&M contactor should strive to train the employer's staff. If any employer's staff found unworthy through the assessment of O&M contractor and Employer management, could be replaced. |

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| | | | replacement of each position and finally realize independent operation. | | |
| **6. Queries of Bidder - F** | | | | | |
| 1 | 32 | Section III-4. Experience | 4.1 General Experience: Experience in Operation and Maintenance of Thermal power plants for at least Ten (10) Years prior to the proposal closing date | We request you to consider - Experience in Operation and Maintenance of Thermal power plants for at least Seven (07) Years prior to the proposal closing date. | Not Accepted. Please Follow the RFP Document. |
| 2 | 32 | Section III-4. Experience | 4.2. Specific experience: Currently carrying out Operation and Maintenance of at least Two (02) units of super critical coal fired power plants of Unit size 600 MW or larger capacity and at least one unit at over-seas. | We request to please consider - Currently carrying out Operation and Maintenance of at least Two (02) units of super critical coal fired power plants of Unit size 600 MW or larger capacity units | Not Accepted. Please Follow the RFP Document. |
| 3 | 43 | Evaluation Criteria- General Experience | Section 3 Clause 4.1 - Maximum Points- 10 Minimum Point - 7 | We have experience from past 07 years in O&M of 660 MW units. Please clarify how many the points shall be given based on our criteria. | This will be decided at evaluation stage. |
| 4 | 43 | Evaluation Criteria- Special Experience | Currently carrying out Operation and Maintenance of at least Two (02) units of super critical coal fired power plants of Unit size 600 MW or larger capacity and at least one unit at over-seas. Maximum -25 points | We have experience more than 02 units of experience in Operation and maintenance. How many qualification points will be considered if bidder not having an Overseas experience. | This will be decided at evaluation stage. |

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| 5 | 23 | 39A Establishment of a company | The PDS specifies whether the successful bidder will be required to incorporate in the Employers country as a special vehicle company or joint venture and the additional requirement that the successful Bidder shall comply if required to incorporate locally as a special vehicle company or joint venture. | Whether existing SPV incorporated in Bangladesh will do or we need to make a SPV once again. | Please follow Addendum No. 1 to Request For Proposal. |
| 6 | 24 | 41 Performance Security | 41.1. The successful bidder shall furnish the performance security after receipt of notification of award from the Employer with 28 days upon the Bidder s receipt of the Letter of Acceptance and in accordance with the conditions of contract. The Bidder shall use for that purpose the performance security From included in section IX, annex to the particular conductions-contract forms or another form acceptable to the Employer if the Performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the employer A foreign institution providing a bond shall have a correspondent financial institution | requesting to consider 10% of annual contract value and same will be renewed Y-Y basis. | Please follow Addendum No. 1 to Request For Proposal. |

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| | | | located in the employers country.<br><br>The Performance security will be in the form of performance bond in the amount(s) of USD Twenty Million (USD 20,000,000) or 20% of contact value which one is higher . | | |
| 7 | 28 | ITB 39A.1 F. Award of contract | The successful Bidder shall incorporate a company in the Employers Country. | To be clarified such type of incorporation certificate required. | Please follow Addendum No. 1 to Request For Proposal. |
| 8 | 32 | 4.1 General Experience | Experience in Operation and Maintenance of Thermal Power Plants for at least ten (10) Years prior to the proposal closing Date. | Bidder request considering 07 years' experience in O&M. | Not Accepted. Please Follow the RFP Document. |
| 9 | 32 | 4.2 (a) Specific Experience | Currently carrying out operation and Maintenance of at least Two 2 Units of supercritical coal fired power plants of Unite size 600MW or larger capacity and at least one unit at over-seas. The Units must be in operation for at least 3 years and continuous option at 1 year prior to the proposal closing date without any major unscheduled shutdowns major defined as shutdown that requires at least seven 7 days shutdown. The units which similar configuration similar configuration defined as pulverized coal type. Boiler having tangential combustion will earn extra points Bidders with Ultra supercritical coal fired power | we are executing complete O&M of sub critical and super critical coal fired power plants of Unit size 600 MW and above in more than 10-12 Plants in our country. requesting waiver of overseas experience consideration. | Not Accepted. Please Follow the RFP Document. |

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| | | | points of unit Size 600MW or larger capacity will earn extra points. Bidders with additional experience will earn extra points. Bidders with additional experience will extra points Bidder with additional overseas O&M experience at same capacity Thermal power plant for at least one (1) year will earn extra points. | | |
| 10 | | | Bidders with Ultra- Super critical | Request for waiver of Ultra super critical as there are few Ultra critical around the global and the opportunities to operate under complete O&M basis are less. | Bidders with Ultra-Supercritical Coal Fired Power Plants of Unit Size 600MW or larger capacity will earn extra points. 1 Point per Project up to a maximum of 2 Projects. |
| 11 | 33 | 4.2 c Specific Experience | Shall have capacity for power plant simulation Training. | We request waiver of simulation training during bidding process. Subsequently if successful in getting contract award shall make collaboration with existing approved training organizations. | Not Accepted. Please Follow the RFP Document. |
| 12 | 57 | | Contractor base remuneration | Since it is comprehensive O&M contract, Contract value is a lumpsum amount which includes Renumeration of employees and all other service expenses. | Please follow Addendum No. 1 to Request For Proposal. |
| 13 | 64 | | Breakdown of base remuneration. Note: Local currency portion shall include TAX and VAT | Proposal to be submitted is excluding of all Taxes | Please follow Addendum No. 1 to Request For Proposal. |

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| 14 | 81 | 4 Article2: Objectives | Provide all spare parts tools and consumables required for the performance of the O&M works. Assist the employer with spare parts and materials inventory management contract to note that spare parts, tools and consumables required during the 2 years Defect Liability period shall be provided by the EPC contractor. Contractor is expected to coordinate with the EPC Contractor to timely procurement and delivery to site. | Bidder shall assist in processing the purchase order for all Spare parts, Special tools and Special consumables, but PO shall be placed by Owner directly. | This will be decided at appropriate stage. |
| 15 | 85 | 2.1.1Physical Boundaries | a). Boundary of the plant: inside the wall of the plant, from the gate of the power plant, including all facilities, system, buildings, dining room and dorm room etc.<br>b). Boundary from the port (Jetty) Where all coal is unloaded, include ship docking.<br>c). Boundary of Electrical system: From start-up/standby transformer to 440kv knife switch of the power grid.<br>d). Boundary of the water system: From seawater intake to waste-water outlet. | 1.Please specify distance of pipeline Sea water intake system from the plant and Coal conveying system from jetty.<br>2. Please specify scope and responsibilities of maintenance of Ash Dyke | These will be informed at appropriate stage. |

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| 16 | 85 | 2.1.2Contractors General system SOW | a). Operation and Maintenance work of all main system including but not limited to Boiler, Turbine, Generator, DCS and all auxiliary systems including but not limited to ash handling system, coal handling system, water treatment system, compressed air system, FGD system ,transformers, hydrogen plant, waste-water treatment, coal yard management, jetty, etc.<br>b).Maintenance works shall at least consist of specialty system as following, including but not limit to;<br>1).Turbine and its auxiliary system.<br>2). Boiler and its auxiliary systems.<br>3). Electric maintenance.<br>4). BOP system maintenance (which includes: coal handling system, ash handing system, water treatment system, FGD system, hydrogen plant, waste-water treatment etc.<br>5). Relay protection.<br>6)Automatic control system maintenance.<br>7).Communication systems {network telephone) provided by the Employer.<br>c).The Contractor shall procure the spare parts and consumables and assist the Employer with the inventory management works, | Bidder request to consider Spare parts, Special tools, Bulk Chemical & Lubricants and Special consumables shall be in scope of Owner. | Not Accepted. Please Follow the RFP Document. |

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| | | | including but not limited to:<br>1)Furnishing spare parts procurement plan on a timely basis;<br>2)Furnishing spare parts list for the Plant, including spare parts for overhauls;<br>3).Standardize the procurement procedure.<br>4). Standardize spare parts inventory management procedure consists with MIS (Management Information System) provided by the Employer.<br>5). For inventory management works, the contractor shall do its best to prevent theft, fire hazard, warehouse flood.<br>6). The Contractor shall provide experienced staff for inventory management works.<br>d). The contractor shall be responsible for the training of employer's personnel. | | |
| 17 | 86 | 2.1.3 Operation & Maintenance work | The Contractor shall be required to perform the contracted scope of work within the following guidelines:<br>1). Execute operation and maintenance work for period that from mobilization period and after COD 5 years.<br>2). Provide routine, minor, medium, | 2.Please clarify other than routine maintenance i.e. minor, Medium and Major maintenance shall be reimbursable.<br><br>6. Please clarify the limitation of security services is within the plant | 2. Purchase cost of all required spare parts, consumable materials, or anything else for these four types of maintenance will be under reimbursable after DLP. The maintenance service will be done by O&M contractor as its work scope at any stage.<br>6. Please follow Addendum No. 1 to |

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| | | | and major maintenance.<br>3). Facility shall be responsible for furnishing entire spare parts, tools and consumables until end of the contract period, including major overhaul.<br>4). Meet the standard of HSE in accordance with regulations and legislation applicable in Bangladesh.<br>5). Contractor shall be responsible for the training of employer's personnel.<br>6). The bidder is also responsible for cleaning, greening and security services throughout the plant, living camp area.<br>7). Maintenance of facilities within the scope of temporary facility fence will be marked in the general drawing. Facilities within the second acquisition, including but not limited to the plant (plant, wharf, coal yard, ash, oil tank) and auxiliary facilities outside the plant 400 KV external transmission line, backup power transmission line, attached with the general drawing of the plant, scope within the wall and facilities outside the wall belonging to the power station are the responsibility of the operation and maintenance bidder. | boundary.<br><br>7. Please specify the second acquisition means. | Request For Proposal.<br>7. Power plant auxiliary facilities. |

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| 18 | 87 | 2.1.3Mobilization period | Contract shall provide One (1) month notification to Employer prior start of the mobilization period. The contractor shall performance the following O&M services during the mobilization period including but not limited to;<br>1). Obtain with the assistance of the Employer any permits and licenses required by contractor to perform the services hereunder, including any Governmental or administrative authorizations required for business registration, employment, immigrations and work permits. | We request to consider 02 Months mobilization period | The 1 month mentioned in this article is not the duration of the mobilization period, but requires that the bidder will be notified owner one month before the mobilization period begins. |
| 19 | 87 | 2.1.3Mobilization period | IV). Develop manuals and procedures for operations, maintenance, administration, training, occupational health and safety, quality assurance, quality control, chemistry, and environmental management, including the preparation of all Facility Operating procedures, for Employers review and approval the procedures shall include the following but not limited to.<br>1). Yearly Dependable Capacity Test procedure.<br>2). Procedure and format for Reporting to Employer and other statutory authorities. | Bidder shall develop SOP's, SMP's and all operation procedures within 90 days from start of the O&M contract. | Bidder will submit Detailed Work Plan (Separately for Mobilization Period and after COD period) with their bid proposal as mentioned in section IV of RFP document. |

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| | | | 3)Plan and Budgeting procedure, including fuel management, maintenance activity, etc.<br>4). Payment and invoicing procedure. | | |
| 20 | 87 | 2.1.3Mobilization period | VII). Purchase initial office supplies, as required by the equipment manufactures and facility activities. | To be clarified is it from O&M contractors office or it includes Owners requirement also. | For O&M contractor. And for owner's office also if requested by owner. |
| 21 | 87 | 2.1.3Mobilization period | VIII). Purchase, install and configure computers for use by plant staff as needed to support position specific requirements, including personal computers printers, copiers, fax machines, word Processing, spreadsheet, scheduling, presentation, anti-virus, etc. | To be clarified is it from O&M contractors office or it includes Owners requirement also. | For O&M contractor. And for owner's office also if requested by owner. |
| 22 | 87 | 2.1.3Mobilization period | XIV). Obtain, prior to the performance of any services, the insurance policies set forth in the contract. | To be clarified is it from O&M contractors office or it includes Owners requirement also. | Please follow insurance related clauses in the RFP document. |

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| 23 | 89 | b). General O&M services | VI). Assume care, custody, control, and responsibility for the security of the Facility(s) and the day-to-day operation and maintenance of the facility on a twenty-four (24) hours day, seven (7) days a week basis, and provide technical and administrative support as required for the Facility(s) operation and maintenance.<br>XX). Supply Employer in a timely manner with all requirements regarding chemicals, lubricants, operating utilities other than fuel and water (if applicable) purchased electricity (if applicable), materials, and other items normally used and supplied for the type and size of the facility, to the extent that employer chooses to purchase any such items by itself.<br>LXV). Painting of the plant at end of the contract period. | Please clarify whether supply or furnishing the timely requirement of Chemical, Lubricants | The RFP clauses are self-explanatory. Please follow the RFP document. |
| 24 | 102 | Article 4.2Annual Operating Fee: | For the first contract year and each subsequent contract year, employer shall pay to contractor the sum of (month amount)per month of the contract year, for an annual fee of (annual amount)(the annual operating fee) beginning on the first day of the second contract year and on the first day of each contract | Please specify yearly Escalation factor and calculation formula | Please follow Article 10, Schedule G, Section VI for details. |

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| | | | year thereafter, the annual operating fee (and the corresponding monthly operating fee) shall be adjusted to reflect changes in the Escalation factor and calculation method. | | |
| 25 | 120 | Appendix A-2Division and interface of service scopes | 9). Transportation of gypsum, fly ash, slag, stone coal and so on from power plant to ah yard. Ash yard management work (after COD) | To be clarified in detail | The requirements will be as per international standard of a thermal power plant. |
| 26 | 126 | Appendix A-2Division and interface of service scopes | Security system (including operation and maintenance of visitor entrance system, CCTV, etc.). Of the whole power plant (after-COD). | To be clarified in detail | Please follow the Addendum No. 1 to Request For Proposal. |
| 27 | 126 | Appendix A-2Division and interface of service scopes | 64). Under take periodic performance test (based on PPA, IA and Financing Documents requirement after DLP) | To be clarified in detail | The O&M contractor will perform periodic performance tests as per requirements of PPA, IA and Financing Documents after DLP. |
| 28 | 126 | Appendix A-2Division and interface of service scopes | 69). Operate bidders' camps (all stages). | To be clarified in detail | O&M contractor will operate its own living camp. |
| 29 | 127 | Appendix A-2Division and interface of service scope | 82). Settlement and displacement survey of building and structures. (after COD). | Shall be scope of Owner | Not Accepted. Please follow the RFP document. |
| 30 | 127 | Appendix A-2Division and interface of service scopes | 87). Responsible for road routine maintenance and transportation management of inside and outside of the plant area. (after commercial operation date). | Please clarify outside of the plant area. | These will be decided at appropriate stage. |
| 31 | 130 | Appendix -B Reimbursable costs | - | To be clarified in detail. Bidder suggest quoting all-inclusive rate as an lumpsum. | Not Accepted. Please Follow the RFP Document. |

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| 32 | 131 | Schedule c: Know-How Transfer and Training | 2). Software, system and Manuals to be left at the End of the Contract. Any and all software carry out training and transfer technology to operators and maintenance carrying out the monitoring, operation and maintenance of the facility and for which payment has been made by the employer shall be handed over to the employer along with software keys passwords, hardware dongles, user manuals, etc.as applicable. | Please clarify whose is owning of software | The RFP clause is self-explanatory. Please follow the RFP document. |
| 33 | 232 | Schedule D,6. Performance Liquidated Damages. | The contractor shall pay the employer liquidated damages for failure to achieve the performance guarantees as specified in schedule G2. The contractors liability to pay Liquidate Damage in any Contract period shall not exceed USD Twenty Million (USD20,000,000,) or 20%of contact value Which one is higher. | We request to consider USD 10,000,000 or 10% of contract value which one is higher on annual basis. | Not accepted. Please follow the Addendum No. 1 to Request For Proposal. |

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| 34 | 232-233 | Schedule D;1, 2,3,4,5,7 (a, b, c) Performance guarantee,<br><br>Schedule D, Emission Target of Atmospheric pollutants and Ash and Slag of Section VI | a).Main performance Target<br>04).Auxiliary Power consumption Limit<br>i).At 50%(22.6*2)=45.2MW.<br>ii). At 75% (29.6*2) =59.2 MW.<br>iii). At 100% (36.6*2)=73.2MW.<br><br>1.Particulate emission concentration is less than 30 mg/Nm3.<br>2.The emission concentration of sulfur dioxide shall be less than 200 mg/Nm3;<br>3.Nitrogen oxide emission concentration is less than 350 mg/Nm3;<br>4.The percentage ratio of transportation of ash and gypsum inside the Facilities, storage and management is greater than or equal to 100% (responsibility of the Contractor).<br>5.Basis for emission guarantee:<br>a)The emission index when delivering to the bidder shall not exceed the above value<br>b)The bidder shall also ensure that the emission standards of flue gas pollutants comply with the provisions of PPA, IA and EIA. In case of conflict, the provisions with higher standards in PPA, IA and EIA shall prevail. | Performance guarantee test report shall be the basis for fixing the KPI targets, which shall be conducted by the OEM/OWNER | Not accepted. Please follow the RFP document. |

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| 35 | 247 | Article 2, Schedule G, Section VI | Contractors incentive payments/Liquidated Damages | Performance guarantee test shall be the basis for fixing the KPI targets which shall be initially done by OEM/EPC Contractor | Not accepted. Please follow the RFP document. |
| 36 | 250 | Article 3, Schedule G, Section VI | Contractors Capital works Remuneration | To be clarified | The Contractor will not receive any remuneration for discharging its responsibilities under Article 9.2, Section VII. |
| 37 | 250 | Article 5, Schedule G, Section VI | Penalties | Performance guarantee test shall be the basis for fixing the KPI targets which shall be initially done by OEM/EPC Contractor | Not accepted. Please follow the RFP document. |
| 38 | 252 | Article 11, Schedule G, Section VI | 11.Payment of Incentive Bonus/Liquidated Damages:<br>By the fifteenth (15th) day of the first month of each contract year, the Contractor and the Employer shall prepare and resolve Liquidated Damages and bonus calculation as specified in Schedule G2, and an adjustment will be made to take account of any difference between the actual amount that is due for such period and the sum of the actual amount billed by the Contractor against Employer, and the difference (if any) shall either become payable by Employer to the Contractor within thirty days of such determination(in the case of any underpayment) or deducted from any payments due to the Contractor | We request to consider USD 10,000,000 or 10% of contract value which one is higher on annual basis. | Not accepted. Please follow the Addendum No. 1 to Request For Proposal. |

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| | | | from the Employer in the first Monthly Invoice in the Contract Year immediately following such period(in respect of any overpayment). In the last Contract year, if the following payment cannot cover the Liquidated Damage amount, the Employer have the right to draw upon the Performance Security.<br>Liquidate Damage in any Contract Period shall not exceed USD Twenty Million (USD20,000,000.00) or 20% of contact value which one is higher. | | |
| 39 | 257 | Schedule M | Insurance Required | Schedule M shall be in the O&M contractor scope. If any further requirement shall be in Owner scope | Yes. |
| 40 | 303 | 16.1, Part A, Section VIII | Maximum Total Liability of the Contractor to the Employer | We request to consider USD 10,000,000 or 10% of contract value which one is higher. | Not Accepted. Please Follow the RFP Documents. |
| 41 | | | Unloading of Coal from Ship unloaders | Please specify Unloading time from Vessel and frequency. | This will be determined at appropriate stage. |
| 42 | 79 | Article-1<br>Recitals | Initial operation from Aug-2023 and Commercial operation December 2023 | Please specify the mobilization pattern for U#1 & 2 | Please follow the "mobilization period" definition and mobilization period work scopes mentioned in the RFP document. |
| 43 | | | AOH and COH<br>annual overhaul and capital overhaul) | Please specify Outage schedule as per OEM guidelines. | Outage schedule as per OEM guidelines will be informed at appropriate stage. |