

Query on clarification and amendment of the Bidders and further response of ACCESS-BLPA

Name of the Package: Development of Bhomra Land Port- Construction of parking yard, sheds and warehouses with other ancillary facilities.

Package No.: BLPA/W-4

Date: 18-12-2024

Sl.	Initial Queries by the Bidders	Initial Clarification by the ACCESS-BLPA	Second time queries by the Bidder	Second time Clarification by the ACCESS-BLPA
39	<p>Volume-I Section 3 -Preparation of Bids Sub Clause - ITB 15.1, Page-39</p> <p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below: Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in Bangladesh Taka (BDT) and further referred to as "the local currency." A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as the foreign currency requirements") shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C</p>	<p>The Project will pay foreign currency directly to the bidder following the government rule.</p>	<p>Queries Against this Clarification SI 39:</p> <p>Thanks for your valuable answer for this query from your end and we understood your answer. We have some queries for this Clause as below:</p> <p><b>a.</b> If the contractor gets payment directly in foreign currency from employer, then does the contractor need to submit the shipping document to claim the foreign currency amount?</p> <p><b>b.</b> In case of importation of any component or raw material, is the contractor allowed to submit invoice against finished goods / works? Ex: with importation of Stone, invoice will be for concrete?</p>	<p>Reply of a. Foreign currency is related to import items. So shipping documents or other evidences are required to claim foreign currency amount.</p> <p>Reply of b. If you claim foreign currency amount against any finished goods/ works, you have to submit invoice/ evidence.</p>

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	<p>and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder</p> <p>The declared amount of USD, declared in table C will be paid in USD or converted in BDT?</p> <p>If the payment is paid in USD then what will be the disbursement process. Is it direct payment from World Bank to the contractor's account or through demand draft of Sonali Bank/ Agrani bank of Bangladesh.</p>			
25.	<p>In the tender document vol-1 section III, page-57 Article 4.2 (a) The specific construction &amp; Contract management experience Required as successfully completed in a single contract with a value minimum of USD 20 million. As you know, in Bangladesh most of the tender was awarded in the local currency in Taka. So, to meet the tender qualification requirement we need to convert the contract award value from Local Currency Taka to foreign currency USD, which we successfully completed. Now our question is, whether we will consider the date of currency conversion rate (declared by Bangladesh bank) on the date of project awarded/Commencement? Please clarify that mater.</p>	<p>The conversion date will be the actual completion date of the contract.</p>	<p>With reference to your Amendment, please be informed that the clarification/responses made by the ACCESS-BLPA for the Quarries Serial No: 25 &amp; 37 in the packages BLPA-W4 &amp; BLPA-W7 respectively are fully collisional to the conditions stated in Evaluation &amp; Qualification Criteria (page-45) of Bid Volume-I. At page-45 It is clearly stated that exchange rate of a contract prevails on the date of Contract Signing Date. But your clarification tells that it would be the exchange rate of contract completion date which is fully collisional to the Procurement Regulations of World Bank Bidding Policy. The Page No-45 of Bid</p>	<p>The Employer didn't make any amendment to the bidding document related to this issue. Since the bidding document clearly mentioned that the conversion date of single contract will be the date of contract sign (Page-45), so that condition will prevail. The existing provision of the bidding document will remain unchanged.</p>

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			<p>Volume-I is attached herewith the letter.</p> <p>So we hope that the Employer will understand the matter and take necessary steps as soon as possible.</p>	

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Query on clarification and amendment of the Bidders and further response of ACCESS-BLPA

Name of the Package: Development & Expansion of Burimari Land Port- Construction of Parking Yard, Sheds, Warehouses with other ancillary facilities.

Package No.: BLPA/W- 7

Date: 18-12-2024

Sl.	Initial Queries by the Bidders	Initial Clarification by the ACCESS-BLPA	Second time queries by the Bidder	Second time Clarification by the ACCESS-BLPA
37	<p>Exchange rate of the specific experience or other experience Certificate</p> <p>In the pre-bid meeting of 10th November, 2024, a question was arisen about the Exchange rate of the specific experience or other experience Certificate.</p> <p>In section III, Evaluation and qualification criteria, sub factor 3.2- there is a clear statement that Exchange rate of single contract prevails on the contract signing date. so there is nothing of misconception regarding this matter.</p>	<p>The conversion date will be the actual completion date of the contract.</p>	<p>With reference to your Amendment, please be informed that the clarification/responses made by the ACCESS-BLPA for the Quarries Serial No: 25 &amp; 37 in the packages BLPA-W4 &amp; BLPA-W7 respectively are fully collisional to the conditions stated in Evaluation &amp; Qualification Criteria (page-45) of Bid Volume- I. At page-45 It is clearly stated that exchange rate of a contract prevails on the date of Contract Signing Date. But your clarification tells that it would be the exchange rate of contract completion date which is fully collisional to the Procurement Regulations of World Bank Bidding Policy. The Page No-45 of Bid Volume- I is attached herewith the letter.</p> <p>So we hope that the Employer will understand the matter and take necessary steps as soon as possible.</p>	<p>The Employer didn't make any amendment to the bidding document related to this issue. Since the bidding document clearly mentioned that the conversion date of single contract will be the date of contract sign (Page-45), so that condition will prevail. The existing provision of the bidding document will remain unchanged.</p>

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Queries on amendment to RFB documents of BLPA-W7:

Sl.	Queries by the Bidders on amendment of the RFB	Clarification by the ACCESS-BLPA
1.	<p><b>a. Amendment of RFB documents:</b>  <b>F.</b> Volume III (BOQ), Item No. 14, the existing text will be replaced as below                      "Description Special or Additional Tests:                      Concrete cylinders (150x300mm)/Cubes (&lt;200mm), for a set of 3 Nos., testing at a GOB accredited laboratory (BUET, etc), Unit Lumpsum, Quantity-30                      Cement Test (ASTM/AASHTO Standard): Compressive Strength 3,7 &amp; 28 days, Setting Time &amp; Fineness testing at a GOB accredited laboratory (BUET, etc.), Unit-Lumpsum. Quantity-12 Concrete Mix design using admixture[&lt;25MPa] testing at a GOB accredited laboratory (BUET, etc.). Unit- Lumpsum, Quantity-3"</p> <p><b>Queries Against this Amendment No. F:</b>                      Regarding this amendment no. F in Page no. 3, here you have changed the BOQ item no. 14 description and shown that there are different test and quantity.</p> <p>Q: Is this amendment description in one BOQ or will separate quantity wise BOQ item under BOQ Item no. 14?</p>	<p>The BOQ Item No.: is 14. The amended description is in one BOQ. Bidder will quote price combinely.</p>
2.	<p><b>b. Amendment of RFB documents:</b>  <b>M.</b> Volume III (BOQ). Item No. 130, the existing description shall be replaced as below: "Water proof cap &amp; Epoxy coated-consider PVC water proof cap, dia 50mm, length 300mm &amp; for epoxy coat of dowel bar 600mm length, dia 32mm. Total quantity 28905 and unit is Nos.</p> <p><b>Queries Against this Amendment No. M:</b>                      Regarding this amendment no. M in Page no. 4, here you have changed the BOQ item no. 130 description, quantity &amp; unit whereas quantity is 28905.</p> <p>Q: Regarding above quantity, in Amendment/Clarifications/ Responses SI No. 16 you have mentioned for the same BOQ item no. 130 quantity is 32764. So, which is correct for BLPA-W7? Please advise us.</p>	<p>The bidder will follow the quantity mentioned in the amendment.</p>
3.	<p><b>c. Amendment of RFB documents:</b>  <b>O.</b> Refer to Volume-III (BOQ), SI. 158, the existing description will be added with the below: "The dismantling is approximately 1000 RM wall and 930 sqm Transshipment Shed"</p>	<p>The dismantling work in BOQ of W7, SI. No. 135 mentioned the quantity 1. In fact for W7, the dismantling is insignificant.</p>

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Sl.	Queries by the Bidders on amendment of the RFB	Clarification by the ACCESS-BLPA
	<p>Queries Against this Amendment No. O: Against this amendment no. O in page no. 04, here you mentioned the BOQ item no. 158 for Dismantling work.</p> <p>Q: We could not find the BOQ item no. 158 for dismantling work in BLPA-W7's BOQ but find in BLPA-W4's BOQ items 158 for dismantling work. I thing you have mentioned the BOQ item 158 description for BLPA-W4 but dismantling description needed for BLPA-W7. Can you please provide us the BLPA-W7's Dismantling work description which BOQ item no. 135?</p>	
4.	<p>d. As per BOQ item no. 206 the description is "Stand Alone Tower with Base foundation: As per Design Attached"</p> <p>Q: Stand Alone Tower drawing not found in Electrical drawing. Can you please provide us the Stand- Alone Tower with Base foundation drawing?</p>	Stand Alone Tower drawing is not available at this moment.
5	<p>Referring to Amendment of RFB Documents Page 4 of 4 SI No: "O", It is mentioned that Volume III: BOQ Item SI No. 158, the existing description will be added with "The dismantling is approximately 1000 RM wall and 930 sqm Transshipment Shed". But in Volume III: BOQ Item SI No. 158, it is an Electrical Item named "Triple Pole Miniature Circuit Breaker (TPMCBs)", which has no similarity with description of the Amendment SI No. "O"</p> <p>Please clarify how the description of dismantling quantity can be added to the Electrical Item "Triple Pole Miniature Circuit Breaker (TPMCBs).</p>	<p>The dismantling item BOQ 158 is for W4. For W7, BOQ 158 is not the dismantling item. For W7, the dismantling item is BOQ 135 and there is no amendment for this item. (see response of query no. 3)</p> <p>For item no BOQ 158 of W7, it is an electrical item and no relation with the dismantling. So original BOQ shall prevail over the amendment for item 158 of W7.</p>
6	<p>Referring to the Page 4 of 13 "Clarification/ Responses by the ACCESS-BLPA, SI No: 16" It is mentioned that Volume III: BOQ Item SI No. 130 Water proof cap &amp; Epoxy coated- Total Quantity shall be 32,764 Nos. But in Amendment of RFB Documents Page 4 of 4 SI No: "M", It is mentioned that "Volume III: BOQ Item SI No. 130, Total quantity 28,905 and unit is Nos".</p> <p>Please confirm which quantity we should consider, 32,764 Nos or 28,905 Nos</p>	The bidder will follow the quantity mentioned in the amendment.

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