



MINISTRY OF LOCAL GOVERNMENT AND DISASTER RISK MANAGEMENT

Procurement Reference No: MOLG/ONB/23-24/Q12

**Procurement for Periodic Servicing, Maintenance and Repairs
of 16 LPG- Fired Human Incinerators**

ADDENDUM NO. 1

To: All Potential Bidders

Following request for clarifications from a potential bidder, please find below the corresponding information:

SN	DESCRIPTION	CLARIFICATION REQUESTED	REPLY
1.	Section VII special conditions of contract Clause 3.9	3.9 Restrictions on the use of documents prepared by the Service Provider are: The service provider shall not use documents related to this contract without prior written approval of the Employer.	Clause 3.9 maintained.
2.	Section VII special conditions of contract Clause 3.10.1	3.10.1 The liquidated damages for repair works is 0.75% per week. The maximum amount of liquidated damages is 6% of the total price for repairs.	Liquidated Damages for Repair Works is amended to 0.5% per week. The maximum amount of liquidated damages remains 6% of the total price for repairs.
3.	Section VII special conditions of contract Clause 3.10.3	3.10.3 The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of performance Penalty/(ies) is 10% . The Defects Liability Period for repair works is 365 days or otherwise specified in the bidding document.	The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of performance Penalty/(ies) is amended to 5% . The Defects Liability Period for repair works is amended to 183 days .

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4.	<p>Section VII special conditions of contract</p> <p>Clause 7.1</p>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.</p> <p>The Defects Liability Period for repair works is 1 Year or otherwise specified in the bidding document.</p>	<p>The Defects Liability Period for repair works is amended to 183 days.</p>
5.	<p>PREAMBLE (Page 244)</p> <p>(b)Warranty on repairs</p>	<p>To be clarified as (example repairs of refractory lining) we are just repairing unless we change completely then warranty is applicable</p>	<p>Part (b) should read as 'warranty on replaced Spare Parts'.</p>
6.	<p>PREAMBLE (Page 244)</p> <p>(e) The obligation on the part of the selected bidder to extend the Manufacturer's warranty on genuine supplied new spare parts and to attend to abnormal wear and tear due to design/manufacturing defects on any genuine supplied new spare parts.</p>	<p>We cannot extend the manufacturer's warranty as we are not the manufacturer</p>	<p>Part (e) should read as follows: "The obligation on the part of the selected bidder to attend to abnormal wear and tear due to manufacturing defects on any genuine supplied new spare parts."</p>

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7.	ITB 35.1	<p>Performance bond of Rs 1 M. Please note that in our opinion a Performance bond is needed for the supply installation of new equipment. In this case it is for the modifications and repairs of existing unserviceable equipment.</p> <p>Please clarify the utility of a performance bond and in which case it will be applicable.</p>	<p>ITB 35.1 provides that the Performance Security acceptable to the Employer shall be in the Standard Form of an unconditional Bank/Insurance company Guarantee and for an amount of 5% of the contract price.</p> <p>Performance Security is needed to ensure that work will be completed for serviceable incinerator/s.</p>
8.	Special Conditions of contract Clause 2.3	<p>Completion of all works in 5 months is not possible as we have 16 units and the easiest one will take 15 days and the worst can take 30 to 45 days, taking also in consideration ordering of parts. So it should be at least 12 to 15 months.</p>	<p>The Intended completion date for repair works is amended to 9 months after award of contract. Maintenance work sitewise will start immediately after successful completion of the repair works thereat.</p>
9.	<p>Section VII special conditions of contract</p> <p>Clause 6.4</p>	<p>6.4 Payments shall be made according to the following schedule:</p> <p>(i) Repair: Payment for each site (16 sites) to be effected after completion of repair works and upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the month for which payment is being claimed.</p>	<p>6.4 Payments shall be made according to the following schedule:</p> <p>(i) Repair: Payment for each site (16 sites) to be effected after completion of repair works and upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the site for which payment is being claimed.</p>

SN	DESCRIPTION	CLARIFICATION REQUESTED	REPLY
		<p>(ii) Maintenance: After completion of all repair works on all 16 sites, maintenance payment to be effected upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the month for which payment is being claimed.</p> <p>Monthly maintenance: Payment to be effected after completion of maintenance of all 16 sites upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the month for which payment is being claimed.</p> <p>Six-monthly maintenance: Payment to be effected after completion of maintenance of all 16 sites upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the month for which payment is being claimed.</p> <p>Yearly maintenance: Payment to be effected after completion of maintenance of all 16 sites upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the month for which payment is being claimed.</p>	<p>(ii) Maintenance: After completion of all repair works on each site, maintenance payment to be effected upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the site for which payment is being claimed.</p> <p>Monthly maintenance: Payment to be effected after completion of maintenance on each site upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the site for which payment is being claimed.</p> <p>Six-monthly maintenance: Payment to be effected after completion of maintenance on each site upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the site for which payment is being claimed.</p> <p>Yearly maintenance: Payment to be effected after completion of maintenance on each site upon submission of appropriate claims, duly certified by the representative of the Client. The invoice shall clearly indicate the site for which payment is being claimed.</p>

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10.	ITB 21.1	Closing Date	<p>The closing date is extended to Thursday 02 May 2024 by 14.00 hrs at latest.</p> <p>Bids will be opened at 14.15 hrs on Thursday 02 May 2024.</p>

2. Bidders are kindly requested to take note of this addendum and submit their proposals accordingly.

Ministry of Local Government and Disaster Risk Management
24 April 2024