

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
1	-	-	-	Please clarify the shipment term if it is DDU or DDP?	Provisions of the Bidding Document are clear & shall prevail in this regard. Please refer Clause no. 5.7 of Section-II, Clause no. 12.0 of Section-III and Attachment-1P of Section-VA of the Bidding Document.
2	-	-	-	Who will pay the duty at Bangladesh? You or us or do you have any duty exemption SRO for this?	Provisions of the Bidding Document are clear & shall prevail in this regard. Please refer Clause no. 5.7 of Section-II, Clause no. 12.0 of Section-III and Attachment-1P of Section-VA of the Bidding Document. Details of Statutory Regulatory Order (SRO) (issued by NBR, Bangladesh) Number 373 dated 28.11.2019 for reduced rate of VAT, SRO No 151/AIN / 2021/148-Mushak dated 03.06.2021 for AT exemption and certificate Number 102 dated 07.07.2022 under the SRO no. 213 dated 01.07.2013 regarding exemption of AIT may please be referred.
3	Section-IV (Technical Specifications)	8.3 (TRANSHIPMENT)	8 of 35	Clarify changes from previous tender. Requirement is still for self-propelled covered barges? Local barges are disqualified? Covering means what? This wording has become much vaguer compared to the previous iteration of the tender and needs clarification please. Local barges 3000 dwt will cause massive congestion along the river and at the jetty side.	Provisions of the Bidding Document are clear & shall prevail in this regard. However, regarding barges, bidder may also refer Clause no. 3.3 & 8.3 of Section-IV of Bidding Document, Clause 2.4, 7.8(d), 14.3 of Section-III for more clarity.

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				The jetty equipment is over capacity for such small local barges and will require large out-trimming requirements and likely not meet the daily discharge capacity required in the tender (let alone not meet the EIA criteria).	
4	Section-III (Condition of Contract)	5.2 (b)	20	Proposing no later than 90 (instead of 60 days) days prior to the anticipated commencement date. This 90 days will be count under normal condition. If anything happened beyond control of the contractor for example port congestion or anything similar like this. These uncontrollable events will not be counted with 90 days' time period.	Provisions of Bidding Document shall prevail.
5	Section-III (Condition of Contract)	5.2 (e)	20	Proposing delay charge @ 0.25% per MT on the delayed quantity for each weeks delay and maximum gross discount not more than 2% of the contract price. All delay claim has to be mutually discussed and agreed with the contractor.	Provisions of Bidding Document shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
6	Section-III (Condition of Contract)	7.4	22	Regarding appointing independent draft surveyor and testing agency and procedure: - Proposing joint survey at CLP and CDP both points for quantity measurement. Proposing quality testing only at CLP to check with the requirements and BIFPCL will receive coal at CDP based on this testing reports.	Provisions of Bidding Document shall prevail.
7	Section-III (Condition of Contract)	7.10 (b)	25	Multiple parties (like OGV shipping, Lighter shipping, logistics, surveyor etc.) will be engaged in procurement and transportation coal, say we have to charter (OGV/Lighter) vessel from 3rd party, so WPPF may not be confirmed for all parties. Hence WPPF should be optional for the Contractor.	Contractor as Employer has to ensure the compliance of WPPF as per applicable Laws in line with Clause 7.10(b). Provisions of Bidding Document shall prevail.
8	Section-III (Condition of Contract)	7.15	27	All the clauses of environmental compliances need to be specified clearly by BIFPCL during transshipment to CDP.	Bidder may also refer clause no. 8.3 & 8.6 of section-IV and requirements of environmental conditions placed at attachment-4-2 of Section-IV.
9	Section-III (Condition of Contract)	7.16	28	Charge applicable for contaminated part of coal seems very high- need to discuss. BIFPCL may charge the contractor on actual basis calculating on contaminated quantity only.	Provisions of Bidding Document shall prevail.

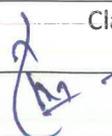
	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
10	Section-III (Condition of Contract)	7.18 (a / b)	30	Inspection, Audit & Reporting obligation: Mine owner will not allow the access of 3rd party to verify of their records like operating logs, operational reports, maintenance reports etc. Remove a and b both.	Provisions of Bidding Document shall prevail.
11	Section-III (Condition of Contract)	8.2 (b)	31	In case of cancellation min required time to be given. Proposing 90 days	Provisions of Bidding Document shall prevail. Bidder may also refer clause. No. 10, section-III of the Bidding Document regarding scheduling of Coal Quantity.
12	Section-III (Condition of Contract)	9.1	32	Coal purchase from third party – additional cost of coal, administrative and other incremental cost should be specified and discussed mutually and agreed. Before selecting 3rd party reasonable time should be allowed to the contractor.	Provisions of Bidding Document shall prevail.
13	Section-III (Condition of Contract)	10.2	33	Coal quantity to be confirmed by BIFPCL at least 90 days before a quarter start instead of 50 days mentioned in tender paper.	Provisions of Bidding Document shall prevail.
14	Section-III (Condition of Contract)	10.6	33	Min 90 days notice period to carry forward quantity in the next quarter if that particular quantity BIFPCL is unable to receive from the contractor.	Provisions of Bidding Document shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
15	Section-III (Condition of Contract)	10.8	34	In case any quantity not taken by BIFPCL which was planned in a contract year then BIFPCL will pay USD 4.5 per ton or contractor's actual cost, which is higher on portion of the quantity so defaulted by BIFPCL.	Provisions of Bidding Document shall prevail.
16	Section-III (Condition of Contract)	12.4	36	All Tax, duties and Vat should be specified.	Provisions of the Bidding Document are clear & shall prevail in this regard. Please refer Clause no. 5.7 of Section-II, Clause no. 12.0 of Section-III and Attachment-1P of Section-VA of the Bidding Document.
17	Section-III (Condition of Contract)	14.1	37	Has to be clearly specified per day unloading at CDP and demurrage against waiting of lighters at CDP.	Bidder may refer Sl. No. 3 of Amendment no.1 to bidding document. Bidder may also refer Attachment 4-4 of section-IV of the bidding document regarding the unloading rate at jetty.
18	Section-III (Condition of Contract)	14.1 (c/ii)	38	Need to be specified.	Provisions of the Bidding Document are clear & shall prevail in this regard. Bidder may also refer clause no. 22.0 of section-III of bidding document in this regard.
19	Section-III (Condition of Contract)	14.2 (b)	38 & 39	Vessel size rate of demurrage/day 1. 2000 - <3000MT USD 1500 2. 3000- <5000 MT USD 2500 ** BIFPCL will allow all class and DG shipping approved lighter vessel with the capacity of 2000 tons or above. ** Lighter vessels capacity above 5000 tons is not available in Bangladesh.	Provisions of Bidding Document shall prevail. Bidder may also refer Clause No. 8.3 of Section-IV of bidding Document in this regard.

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	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
20	Section-III (Condition of Contract)	15.2	39	Bill of Lading: The LC issuing company should be clarified whether BIFPCL or contractor open the LC. If contractor be the LC issuing company then necessary approvals from NBR and other regulatory body shall be arranged by BIFPCL.	Provisions of Bidding Document are clear and shall prevail.
21	Section-III (Condition of Contract)	16.6	41	Payment Default: Interest rate to be paid on delayed payment to the contractor should be 3%+LIBOR Rate. Delay payment is acceptable for maximum 45 days. If delay payment not paid within 45 days then it may impact on contractor's performance.	Provisions of Bidding Document are clear and shall prevail.
22	Section-III (Condition of Contract)	18.1 (f)	46	General Indemnities: (Regarding any other claim which is not specified.) Has to remove	Provisions of Bidding Document shall prevail.
23	Section-III (Condition of Contract)	18.2	46	Claims Procedure: Same should be applicable to protect the interest of the contractor (Vise versa)	Provisions of Bidding Document shall prevail.
24	Section-III (Condition of Contract)	18.3	47	Before encashment the contractor should be notified with the applicable ground.	Provisions of Bidding Document shall prevail. Bidder may also refer Clause no. 20.0 of Section-III of bidding document.



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	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
25	Section-III (Condition of Contract)	19.1 (b)	48	Public Liabilities Insurance: Need to discuss Will follow as per country Law.	Provisions of Bidding Document shall prevail.
26	Section-III (Condition of Contract)	19.1 (c & d)	48	Worker's Compensation: Need to discuss and clear.	Provisions of Bidding Document shall prevail.
27	Section-III (Condition of Contract)	19.8	50	BIFPCL should disclose the all insurance clauses. Insurance Parameter has to be specified.	Provisions of Bidding Document shall prevail.
28	Section-III (Condition of Contract)	20.1 (f)	51	Involvement of Govt authority: Should be removed.	Provisions of Bidding Document shall prevail.
29	Section-III (Condition of Contract)	20.2	52	After receiving official mail or written communication from BIFPCL the contractor will resolve the issue as soon as possible.	Provisions of Bidding Document shall prevail.
30	Section-III (Condition of Contract)	22.1	55	All Force Majeure should be well defined.	Provisions of the Bidding Document are clear in this regard.
31	Section-III (Condition of Contract)	22.2 (b)	56	Major breakdown of discharging facilities at the CDP – defined as force majeure --- has to be removed.	Bidder may refer Sl.no. 6 of Amendment No.1 to Bidding Document.



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	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
32	Section-III (Condition of Contract)	23.1	59	Last 4 lines has to be removed. Regarding limitation of liability.	Provisions of Bidding Document shall prevail.
33	Section-III (Condition of Contract)	23.2	59	Limitation of liability: Have to remove.	Provisions of Bidding Document shall prevail.
34	Section-III (Condition of Contract)	25.1	61	Law & Jurisdiction: Land of law will be applicable.	Provisions of Bidding Document shall prevail.
35	Section-III (Condition of Contract)	26.1	61	"Out of" from second line has to be removed.	Provisions of Bidding Document shall prevail.
36	Section-III (Condition of Contract)	27.3	64	Notices: Contact person should be at least 2	Provisions of Bidding Document shall prevail.
37	Section-III (Condition of Contract)	27.4(a)	65	Project Lenders requirement: Specified which type of documents contractor shall have to share with them.	Provisions of Bidding Document shall prevail.
38	Section-III (Condition of Contract)	27.4 (b)	65	Contractor will share all types of relevant documents to the lenders but there should not be any agreement between lender and contractor.	Provisions of Bidding Document shall prevail.



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	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
39	Section-III (Condition of Contract)	27.4 (c)	65	Project Lenders Requirement: Can access except Mine operation	Provisions of Bidding Document shall prevail.
40	Section-II (Instruction to Bidder)	3.2 (b) - i	15	Ocean Transportation Price (Freight component): Instead of mentioned all 10 route weighted as per Baltic Exchange Supramax Index we are proposing as bellows as because the origin of coal will be Indonesia/Australia or South Africa. So these indices will be more relevant. - Indonesia : S3+S8 Avg Australia: S2+ 3000 USD South Africa: S5+ 4000 USD	Provisions of Bidding Document shall prevail.
41	Section V	Attachment 3	Page 2 of 3	Why is fourth row data as per Cl 5.2(iv) of Section 1 missing which is applicable for off-shore/onshore transshipment criteria (technical)?	Please refer cl. No. 5.1.2 of Section-I in regard to the qualification criteria for the consortium. Provisions of Bidding Document shall prevail.
42	Section 1	Note to Clause 5.2	Page 3 of 8	Is WTC considerable as an acceptable statutory auditor to certify partner's technical criteria (Transshipment quantity)?	Provisions of Bidding Document are clear and shall prevail in this regard.
43	Section V	Attachment 7	Page 3 of 3	Page 3 is double entry, should it be edited or kept as it is?	Please read second page of attachment 7 as Page 2 instead of page 3.



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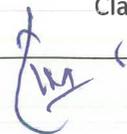
	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
44	Section-II	8.3.2	32 of 34	We understand the Performance Security will be the contracted price of the 0.27 MMT Coal only, and this price will not include the costs relating to the ocean transport and local logistics. Please confirm.	Bidder understanding is not correct in this regard. The contract price is total price inclusive of ocean transport, Local logistics and Insurance. For details, Bidder may refer Clause 5.5 of Section II regarding Contract Price. Provisions of Bidding Document are clear and shall prevail in this regard.
45	Section-III	17.0	41-44 of 71	<ul style="list-style-type: none"> a) For payment we propose Sight L/C not the usance L/C. b) 100% payment needs to be release upon submission of documents. c) Clause 17.1.(a).(iv) must be deleted, this will not help any party but will incur costs only, which we have to include in the price. d) Clauses 17.1.(b), 17.1.(c), 17.1.(d), 17.2 & 17.3 are not acceptable as per the international commodity trading practices and must be deleted. e) The client will employ or nominate the third-party surveyors/survey firm/lab for (1) Coal Load Port Coal Quality Analysis certificates of ITA (2) 	Provisions of Bidding Document are clear and shall prevail in this regard



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				<p>Certificate of weight; (3) Certificate of Hold Cleaning, and (4) Coal Delivery Point Quality Analysis Certificates in order to secure its interest.</p> <p>f) Weight variations can be addressed by debiting or crediting the differences in load port weight and the landing weight.</p> <p>Any major variations for the quality analysis repots between the load port analysis and client's own analysis must be settled between the client and the third-party lab/survey firm. Once the supplier makes payment to the coal mine owner on the basis of the third- party surveyor the supplier will have nothing to do.</p>	
46	Section-IV (Technical Specification s)	ATTACHMENT 4-6– COAL SPECIFICATIONS	28 of 35	We suggest you to accept coal with Ash (ARB) 22% max instead of 18%, it would increase number of mines from multiple origins and increased availability of coal will result into supplies of this coal at very competitive price. This may definitely decrease your variable cost of coal for power generation.	Provisions of Bidding Document shall prevail.
47	Section-IV (Technical Specification s)	8.1.c	8 of 35	Procure from multiple origin(s) & homogeneous blending at your Jetty / stockyard:	Provisions of Bidding Document shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				<p>We have noticed in your tender document (Section 4, Sub section 8-point C). "Blending of coal is not allowed in any form".</p> <p>It is self-explanatory that all thermal power plants adopt usage of coal by way of blending of suitable coals (from same and different origins) in order to ensure uninterrupted supplies at competitive landed cost.</p> <p>Further it shall also reduce your dependability on particular single origin as well selected very few coal mines meeting your requirement in form of single mine coal. Considering fast changing geo-political environment these days, it is not advisable to have restrictive dependability on single origin for supplies for performing long term supply contracts.</p> <p>We shall make sure that BIFPCL will receive coal specifications (post blending at unloading point i.e. your jetty / stockyard) in accordance with prescribed values for all coal quality related parameters.</p>	
48	IV	Technical Specifications, Page no. 7, Sub Clause 8.1: Coal Specifications and	28	We have proposed broad range of specifications in order to widen the competition and more efficient as well effective price discovery process by	Provisions of Bidding Document shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		Source countries, Page no. 28, Attachment 4-6		<p>way inviting more number of offers and increased participation.</p> <p>Under accepted range, we wish to know whether (Total Moisture + ASH) % can be capped, which has been adopted and accepted by other SEBs recently.</p>	
49	IV	Section IV, Technical Specifications, Page No. 17-19, Sub Clause b) Adjustment on account of Total Moisture & c) Adjustment on account of Ash contents (ADB)	17-19	<p>There is provision for price adjustment due to Total Moisture (ARB) and Ash (ARB) separately.</p> <p>Considering same nature of both parameters i.e. TM and Ash as waste, We feel that BIFPCL will be in position to explore an opportunity to receive more number of offers as many more miners / suppliers will able to participate and it shall widen the competition too.</p> <p>We therefore like to know from BIFPCL whether price may be adjusted on account of "SUM OF TOTAL MOISTURE and ASH CONTENTS" i.e. (TM + ASH contents).</p>	Provisions of Bidding Document shall prevail.
50	IV	4-6 Coal Specification As per tender document, it is mentioned that maximum limit of Ash	28	<p>We suggest you to accept coal with Ash (ARB) 22% max instead of 18%, it would increase number of mines from multiple origins and increased availability of coal will result into</p>	Provisions of Bidding Document shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		content (ARB) in the supplied coal is to be 18%.		supplies of this coal at very competitive price. This may definitely decrease your variable cost of coal for power generation.	
51	IV	8 (C): "Blending of coal is not allowed in any form....."	8	<p>It is self-explanatory that all thermal power plants adopt usage of coal by way of blending of suitable coals (from same and different origins) in order to ensure uninterrupted supplies at competitive landed cost.</p> <p>Further it shall also reduce your dependability on particular single origin as well selected very few coal mines meeting your requirement in form of single mine coal. Considering fast changing geo-political environment these days, it is not advisable to have restrictive dependability on single origin for supplies for performing long term supply contracts.</p> <p>We shall make sure that BIFPCL will receive coal specifications (post blending at unloading point i.e. your jetty / stockyard) in accordance with prescribed values for all coal quality related parameters.</p>	Provisions of Bidding Document shall prevail.

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52	II	<p>5.5 (2) - Base Parameters of Coal Quality for quoting Bid Price :</p> <p>NAR : 5500 Kcal/Kg Ash (ADB): 12% Sulphur (ADB): 0.72% Size: 0-50 mm (less than 2 mm:30% Max)</p>	13	<p>We like to understand whether Bidder will work out Bid Price based on offered specifications of coal and adjusted for base parameters provided by BIFPCL. For Clarity, we need illustration to understand this.</p>	<p>Bidder's understanding is correct.</p> <p>Provisions of Bidding Document are clear and hence, no illustration is required. Provisions of bidding Document shall prevail.</p>
53	II	<p>5.5 (3.2) - Price Adjustment, For the purpose of price adjustment, the indices and base value for the price components shall be as under:</p> <p>Base Value of Reference Index: Value of the reference index as on the last Friday 14 days prior to the date of opening of Technical Proposal.</p> <p>Even for the Ocean Transportation, Base Value for Freight (BSIO): Value of the Reference Index [Baltic</p>	14-16	<p>We request clarification on following:</p> <p>(A) Since it is mentioned clearly in sub clause 3.2 on Page no. 15 that "The Bid/ Contract Price shall be subject to adjustment for variation in the indices identified and in the manner stipulated in the Bidding Document during the execution of the Contract", what is meaning of base value(s) of all price components 14 days prior to date of opening of Technical Proposal.</p> <p>Let opening of Technical proposal is 7th October 2022, how shall you or bidder consider these base values as on last Friday 14 days prior i.e. 23rd September 2022 (Friday)?</p> <p>(B) Do we understand that BIFPCL wants to limit vessel size /</p>	<p>Our point wise clarifications as below</p> <p>(A) For example if bid opening is on 7th Oct 2022, the last Friday 14 days prior shall be 16th September 2022.</p> <p>(B) Bidder's understanding that "BIFPCL wants to limit vessel size / shipment size" is not correct. Bidder may choose vessel size as per their methodology of coal transportation and according to the limitation of channel, transshipment location etc., and other factors as per the specification. However, the supramax index shall be used for the price adjustment purpose only.</p> <p>(C) Refer clarification as above at (B).</p> <p>(D) Bidder may refer Sl.no. 2 of Amendment No.1 to bidding document regarding reference index for Transshipment and Barging.</p>



Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
	<p>Exchange Supramax Index all 10 route weighted timecharter (BSI-10TC)] shall be as on the last Friday <u>14 days prior to the date of opening of Technical Proposal.</u></p> <p>Base Value for Bunker component: Value of the Reference Index (Price of Marine Fuel (0.5%) Bunker delivered at Singapore published by S&P Bunkerwire) shall be as on the last Friday <u>14 days prior to the date of opening of Technical Proposal.</u></p> <p>For Transshipment and Barging Price, Value of the Reference Index (Price of HSD as notified by Bangladesh Petroleum Corporation as on the date of arrival at the CDP and shall apply Barge-wise)</p>		<p>shipment size (MV for transportation of coal from origin till transshipment point) as Geared and grabbed supramax vessel because you are providing reference index for Supramax Index only.</p> <p>(C) Do we understand that BIFPCL is not interested in taking advantage of differential in ocean freight rates for Gearless cape vessel and Geared supramax vessels as savings may be huge for BIFPCL considering required quantity of coal per annum and life of the project. We suggest you to consider BSI index applicable in accordance with type of vessel / shipment size.</p> <p>(D) For Transshipment and Barging, at one place you are considering HSD price notified by Bangladesh Petroleum Corporation on date of arrival at CDP and same time you have also mentioned about value of reference index on last Friday 14 days prior to date of opening of technical proposal. How shall you evaluate.</p>	

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		as on the <u>last Friday 14 days prior to the date of opening of Technical Proposal.</u>		For more clarity, we suggest you to share some illustration(s) with calculations for FOB, Ocean Freight, Transhipment & Barging Price.	
54	II	<p>3.2 (a) - (i) AAXEX00 FOB Richards Bay 5500 NAR coal as published in Coal Trader International by S&P Global Platts for Coal from South Africa</p> <p>(ii) AAVUW00 for FOB Newcastle 5500 NAR coal as published in Coal Trader International by S&P Global Platts for coal from Indonesia or Australia</p>	15	<p>We seek clarifications from you on the following:</p> <p>SOUTH AFRICAN ORIGIN COAL: You are considering indices published by S&P Global Platts only. We suggest you to include API 4 published in Coal Price Index Report by Argus / McCloskey's. API4 is widely accepted and recognized by Miners / Exporters / Sellers for supply Thermal coal of SA Origin to their all buyers at FOB price linked to this index.</p> <p>AUSTRALIAN ORIGIN COAL: We suggest you to include GcNewC Index published by Global Coal, as all trades for Australian Origin happen either at Fixed Price or FOB price linked to this Index (GcNewC).</p> <p>Further we also wish to highlight that Ash contents (in 5500 NAR South African and Australian Coal), are about 19/20 % typical and TM as 8-12 % where as you have</p>	Provisions of Bidding Document shall prevail.

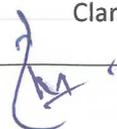


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				<p>considered coal with Ash contents on ARB above 18% under Rejection.</p> <p>We therefore suggest you to accept Coal with Ash Contents on ARB as 22% Max as you have proposed Index for 5500 NAR High Ash Thermal Coal of Australian & SA Origin.</p> <p>Since long term supplies are possible with FOB price linked to Index, it is advisable to include widely traded and accepted coal indexes for coal originating from Australia and South Africa.</p>	
55	II	5.7 (2): The Bid/Contract Price quoted in the Financial Proposal shall be exclusive of taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/ Work under the Contract (excluding tug hire or purchase	16-17	<p>We seek clarification from BIFPCL on these taxes, duties, levies, Port and anchorage charges, navigation charges, river dues. Whether Bidder should not consider these items while calculating transshipment and barging costs.</p> <p>Which are the "other Charges" mentioned in this clause.</p> <p>What are "any other port services related costs and expenses" which shall be to Bidder's account?</p>	Provisions of Bidding Document shall prevail.

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	<p>expenses, or mooring charges or any other port services related costs and expenses) in each case, as applicable in Bangladesh.</p> <p>During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority except Advance Income Tax (AIT) and Value Added Tax (VAT) as applicable in Bangladesh (refer ITB Clause 5.7.6 mentioned below). On completion of each shipment, BIFPCL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of</p>		<p>We request you to provide exhaustive list of all taxes, duties, levies and statutory fees payable by Bidder directly to related authorities under specified Scope of work (Point No.2, page No. 1 of Section IV). It shall be great help if we have % / amount to be paid against these taxes / duties / levies.</p>	

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		original challan / documentary proof of such payment along with release of balance payment. Such reimbursement shall be done in Bangladesh Taka.			
56	II	5.9 (1): The Bidder shall keep its Bid firm and valid for acceptance by BIFPCL for a period of one hundred and eighty (180) days from the date of opening of the Technical Proposal	17	We like to understand timelines for execution of order / placement of LOI by BIFPCL as Mine owners / exporters do not confirm validity of 180 days as they need to hold tonnages for this time period. Prevailing highly volatile International coal (FOB) as well Ocean Freight markets, we suggest BIFPCL to allow technically qualified bidders to submit their Price Bids with shorter and reasonable validity.	Provisions of Bidding Document shall prevail.
57	II	5.7 (2) Taxes & Duties - During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly..... On completion of each shipment, BIFPCL will reimburse to the	17	We like to understand whether BIFPCL will be in position to reimburse the taxes and duties along with balance payment in US\$.	Provisions of Bidding Document are clear and shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price at actuals on submission and verification of original challan / documentary proof along with the balance payment. Such reimbursement shall be done in Bangladesh Taka.			
58	III	<p>14.2 : Demurrage and Despatch at the CDP 'Barge size < 3000 MT - NIL 3000 - 5000 MT - USD 1000 per day or part thereof. 5000 - 8000 MT - USD 1500 per day or part thereof. > 8000 MT - USD 2000 per day or part thereof.</p> <p>Attachment 4-4, 6(iii) on Page No.25</p>	38-39	<p>We suggest you to consider the demurrage rate in accordance with widely accepted industry practice where in demurrage/despatch rate(s) are notified to receivers at the time of nomination of Lighter vessel(s) / Barges.</p> <p>We also suggest BIFPCL to re-consider existing Demurrage Despatch rates as these rates are very low.</p> <p>We like to understand whether EIA has restricted number of lighter vessels / Barges for coal transportation every 24 hours.</p>	<p>Demurrage rate as specified in the bidding document shall prevail.</p> <p>Regarding EIA regulations with respect to the number of lighter vessels/barges, please refer attachment 4-2 of section-IV.</p>



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				<p>Are there any restrictions on total number of MV and lighter vessels / barges to be used in a year for transportation of coal to Rampal Jetty.</p> <p>We also like to know whether BIFPCL shall use both ship unloader(s) to discharge two barges same time for better productivity.</p>	Bidder may refer Sl. No. 10 of Amendment no. 1 to the Bidding Document.
59	III	<p>10.1 : Coal Quantity The quantity of Coal shall be as specified in Clause 5.1 of Technical Specification (Section-IV) of the Bidding Document and the yearly scheduled quantity as therein mentioned may vary within the range of - 25% or +25% in respect of each year.</p>	32	We wish to understand that when will BIFPCL inform Supplier about this change in Yearly requirement of Imported coal. What will be notice period for change in requirement of coal and exercising tolerance limit either + or -	Provisions of Bidding Document are clear and shall prevail.
60	III	<p>10.8 : Coal Quantity In case the supplied and off-taken yearly quantity is below the Annual Planned Quantity during a Contract Year for reasons attributable to</p>	34	We seek clarification from BIFPCL, how shall bidder manage and plan coal stocks / inventory because of any change in requirement during supplies. How shall bidder deal with Mine owner if BIFPCL opts to decrease their requirement and Bidder is left with no choice to	Provisions of Bidding Document are clear and shall prevail.

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		<p>BIFPCL (which for avoidance of doubt shall exclude instances of shortfall in supply by Contractor, and Events of Force Majeure) and no resolution is reached between the Parties, BIFPCL shall take delivery of the shortfall quantity in the first six (6) months of the next Contract Year in a staggered manner.</p> <p>Further, in case BIFPCL fails (for avoidance of doubt, the failure shall exclude instances of shortfall in supply by Contractor, and Events of Force Majeure) to take in those six (6) months of the next contract year any portion of the shortfall quantity, which the Contractor is ready to supply, BIFPCL shall be liable to pay the</p>		<p>postpone contractual quantity of coal as per annual requirement and schedule.</p> <p>Coal Supplier (“Contractor”) may need to find new - buyer for the scheduled and committed tonnages (of specific quality) on long term basis incase BIFPCL does not accept ordered quantity as per initial schedule and do not accept agreed quantity of coal under the contract.</p> <p>Contractor will be exposed to huge losses for settling such tonnages under distress sale.</p> <p>“If BIFPCL, in breach of the Agreement, fails to accept delivery of Coal or otherwise fails to perform its obligations in respect of any shipment of Coal & agreed tonnages under the contract (“BIFPCL’s Deficiency”), the BIFPCL shall pay to the Contractor an amount equal to the sum of (i) (a) the Contract Price less the Sales Price, multiplied by (b) the amount in metric tons of the BIFPCL’s Deficiency, plus (c) Interest SOFR + 300 BPS till settlement of damages under this clause (ii) any additional transportation costs or other loss or expense incurred by the Contractor</p>	



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		contractor, as compensation, an amount equivalent to USD 4.5 PMT for the portion of the quantity so defaulted by BIFPCL after the completion of the first six (6) months period in the next contract year. In such case, the quantity shall be deemed cancelled by BIFPCL without any further liability.		due to such failure (such sum, the “Contractor’s Damages”). The “Sales Price” means price at which the Contractor, in view of its obligations to take reasonable steps to mitigate its losses, resells (if at all) the BIFPCL’s Deficiency or, absent such a sale, the market price of such amount and quality of Coal for delivery at the applicable Discharge Port, as applicable, as determined by the Contractor. Contractor shall calculate the Contractor’s Damages and shall demand the same from the BIFPCL. BIFPCL shall pay the Contractor’s Damages within Ten (10) business days of receipt of such demand”	
61	III	13 : Title ad Risk The title of the Coal shall pass from the Contractor to BIFPCL upon the completion of the loading and trimming of such Coal on board the Vessel at the Coal Loading Point and the Bill of Lading given by the Master of the Vessel, which shall record BIFPCL as the legal owner of the Coal	37	We seek clarification from BIFPCL on this clause as how shall master of vessel shall record BIFPCL as legal owner of coal under Bills of lading on completion of loading & trimming at load port. Generally Title of goods to be transferred to Buyer as Seller realizes the payment of goods from the buyer and Risk transfers from Seller to Buyer as coal passes rails of the vessel at load port.	Provisions of Bidding Document are clear and shall prevail.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		contained in the Shipment. Risk of loss or damage with respect to the Coal shall continue to lie with the Contractor until the Coal is delivered on Barges / Lighter Vessels at the CDP and made available by the Contractor, ready for unloading by BIFPCL			
62	III	Balance Payment 17.3 (a): Balance payment of Contract Price shall be released after receipt of Coal quality results at MSTPP and carrying out necessary adjustment for variation in applicable indices and adjustment for quality and quantity variations.	43-44	We suggest BIFPCL to include adjustments on account of Demurrage / Despatch for lighter vessel(s) / Barges under Balance Payment.	Bidders may refer SI No 5 of Amendment No 1 to the Bidding document regarding balance payments.
63	III	5.2 : Commencement of Services The date arrival of first Barge at the CDP	20	We seek clarification from BIFPCL on Commencement date which they have linked with anticipated commencement date as well Deemed commencement date.	Provision of the bidding Document are clear in this regard and shall prevail.

Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
	<p>from the first Shipment in the first Contract Year shall be considered as the Commencement Date.</p> <p>Not later than sixty (60) days prior to the anticipated Commencement Date, BIFPCL shall communicate the Contractor in writing the Deemed Commencement Date.</p> <p>The Contractor's failure to commence the Services for a continuous period of thirty (30) days from the Deemed Commencement Date (i.e. where the Commencement Date does not occur within such period) shall constitute a Contractor Event of Default and shall be dealt with in</p>		<p>When will BIFPCL able to provide fixed commencement date as bidder needs to know well in advance in order to ensure overall readiness.</p> <p>For Clarity, please provide detailed Illustration i.e. LOI is placed on XX date, what shall be commencement date i.e. Loading of vessel at load port in Origin of coal or arrival of MV , loading of barges, arrival of barges etc.</p>	

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		accordance with the provisions of Clause 20 of the Conditions of Contract			
64	III	<p>Payment 16.4 : Letter of Credit (L/C) will be opened in any Scheduled Bank of Bangladesh within thirty (30) Business days after receipt and verification of the Bank Guarantee stipulated in Clause 17.2.1 (a) (iii) and 17.2.1 (a) (iv) and Bank Details of the Contractor</p> <p>The L/C opening charges of BIFPCL's Bank will be to the account of BIFPCL and amendment charges and all other charges including Contractor's Bank charges will be to the Contractor's account.</p>	41	<p>We like to understand whether BIFPCL will arrange issuance / establish an unconditional, irrevocable and transferable letter of credit on sight terms (payable at sight) approved by the Seller through internationally recognized bank acceptable to the Seller and [having a credit rating of [A] or better with Standard and Poor's (or an equivalent rating with another reputable ratings agency acceptable to the Seller)]</p> <p>It is not specified whether BIFPCL shall establish LC payable at Sight or Usance and who will bear interest charges, confirmation charges for LC.</p> <p>Please specify what are "all other charges" mentioned here?</p>	Provisions of Bidding Document are clear and shall prevail. Bidder may please refer Clause 17.1 (a) of Section III.



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
65	III	Safety & Indemnification for failure to comply (7.17.4) : In the event of any mishap, incident or accident occurring due to the lack of adequate safety measures being observed, non-installation of safety equipment or non-compliance with clauses 7.17.1, 7.17.2 and sub-clause (i) of clause 7.17.3, the Contractor shall compensate BIFPCL for the pecuniary losses suffered by it and defend, indemnify and hold harmless BIFPCL from any third party claims that may arise in this regard. Without prejudice to the generality of the foregoing, the Contractor shall remain liable for (and shall indemnify and hold harmless BIFPCL in	30	<p>The clause of Contractor compensating BIFPCL for Pecuniary losses suffered by it due to any mishap, incident, accident is open ended and has to be capped.</p> <p>Pecuniary losses payable by Contractor shall be subject to clearance by underwriter of P&I or any insurance procured by the Contractor for this project.</p>	Provisions of Bidding Document shall prevail.

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		relation to) the care and custody, and for any loss, damage or injury to its Personnel, plant and equipment			
66	III	Laytime 14.1 (a) : Laytime at the CDP shall commence upon completion of draft survey performed on the Barge or the Vessel carrying Coal and readiness for unloading of Coal at the CDP, unless otherwise stated by BIFPCL. Any delay whether attributable to time taken in placing the Barge or the Vessel in proper position with respect to the Unloader at the CDP, time taken in opening of hatch covers of the Barge or the Vessel, waiting of the Barge or the Vessel when the berth is already occupied by the previous Barge or Vessel, etc., shall be to the account of the	37-38	<p>Waiting of the barge or the vessel when the berth is already occupied by the previous barge or the vessel is not considered in the permitted laytime and the cost of any delays due to this is to be borne by the Contractor.</p> <p>This is open ended and shall BIFPCL keep maximum time limit on this as 6 hrs. This means, any time taken by barge beyond 6 hrs. of its reporting at CDP to get berthing position shall be considered part of the laytime. We seek clarity on this from BIFPCL.</p> <p>Also, request BIFPCL to define the permitted laytime in this Clause because BIFPCL has not provided guaranteed discharge rate too for which we have sought clarification.</p>	Bidder may refer sl. No. 3 of amendment no. 1 to the Bidding Document.

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		Contractor and shall not count as Laytime.			
67	III & IV	<p>20, Default, Suspension and Termination, Sub Clause 20.1, Contractor Event of Default, points under (n) & (o):</p> <p>Coal corresponding to the Shipment is not received at the CDP within forty five (45) days from the date of Bill of Lading of that Shipment for any reason other than an Event of Force Majeure.</p> <p>Coal quality at CDP is outside the specified permissible range of deviation with respect to any of the parameters (when tested from samples collected at CDP) as described in Clause 15.0 of Technical</p>	III - 51-54 IV - 17	<p>There are provision(s) in Bid document (conditions of contract) to deal with delay in shipment schedule as well rejection of coal shipment. We hereby seek deviation as we will not accept these instances as an Event of Default considering long term tenure, tonnage and challenges related to transshipment, weather as well compliance with EIA regulations.</p> <p>For considering Minimum 25% quantity of coal during any quarter in a year (quality is outside specified range of any of parameters), BIFPCL to consider Weighted averages results for all barges discharged at CDP from particular shipment quantity (in OGV from Source/origin to transshipment point).</p> <p>Refer to Clause no. 20.5(b), BIFPCL cannot terminate the contract by serving notice because of change in</p>	Provisions of Bidding Document shall prevail.

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		<p>Specification (Section-IV).</p> <p>Section IV, no. 15, Event of default on account of quality: The imported coal shall be tested at CLP and CDP. The coal supplied should be compliant and should be within the specified range of the Technical Parameters strictly as provided in the Attachment 4-6 of this section. If in any quarter of a year, it is noticed that a minimum 25% quantity of coal is outside the specified range of any of Parameters mentioned at Sl. No. 1 to 9 in Attachment 4-6 of this section (when tested from samples collected at the CDP), this shall constitute a contractor event of default and shall be dealt with as per the</p>		<p>status of their PPA as well EPC Main plant contract.</p> <p>Supply and Payment security to remain in place all the time during long term contract irrespective of BIFPCL's PPA status.</p> <p>Say, Successful Bidder takes position for 8 Million tons for supplies during 3 years by taking financial exposure / cash advances and BIFPCL terminates the agreement after taking 1-2 Million tons of coal, How will BIFPCL compensate losses of Bidder for balance unlifted quantity. There might be reputation loss and adverse effect on Brand too.</p>	



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		<p>provision of the Contract, as set out in Section III (COC) of the Bidding Document.</p> <p>Section II, no. 20.5 (b): upon written notice from BIFPCL to the Contractor, if either the PPA and/or the EPC Main Plant Contract of BIFPCL have been suspended/cancelled/r escinded/terminated.</p>			
68	III	<p>Payment Terms 17 “The payment shall be released to the account of Contractor in three (3) stages i.e. Initial Payment, Interim Payment and Balance Payment.</p> <p>17.1 Initial Payment (a) Seventy percent (70%) of the Contract Price of the Shipment shall be released upon sailing of the Vessel containing the Coal Shipment from CLP, based on the</p>	41-44	<p>We suggest BIFPCL to incorporate below under Payment terms: The BIFPCL shall, no later than 5 (Five) working days before arrival of vessel at Load Port, open and deliver fully workable, irrevocable and letter of credit payable at sight terms approved by the Contractor, issued by an internationally recognized bank acceptable to the Contractor and [having a credit rating of [A], not lesser than sovereignty rating or better with Standard and Poor’s (or an equivalent rating with another reputable ratings agency acceptable to the Contractor)] for an amount sufficient to cover 110% [One</p>	Provisions of Bidding document shall prevail.

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		<p>quality parameters of coal as indicated in the Coal Load Port Analysis Certificate.....</p> <p>.....</p> <p>17.2 Interim Payment Twenty percent (20%) of Contract Price of the shipment shall be released after adjusting any outstanding Dues on receipt of the Shipment by BIFPCL at CDP and on fulfillment of the following conditions.....</p> <p>17.6 BIFPCL and the contractor shall jointly.....Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment."</p>		<p>Hundred and Ten Percent} of the Contract Price ("Letter of Credit")</p> <p>The payment term shall be by way of letter of credit payable at sight. The negotiating bank should be able to claim reimbursement within five [5] business days from the LC issuing bank / reimbursing bank.</p> <p>90% payment shall be released by BIFPCL on presentation of original shipping documents issued at Coal Load Port (CLP) under the LC.</p> <p>Balance payment shall be released by BIFPCL on presentation of original documents including Quality and quantity determined at CDP (Rampal) within 15 working days from the date of completion of discharge operations (discharge of all smaller vessels/barges/ lighters) from particular shipment in OGV (arrived at transhipment from Source / Mine).</p>	
69	III	<p>Arbitration 26.4: (a) Any dispute.....</p> <p>.....</p> <p>(b) The Seat and Venue of Arbitration shall be</p>	62-63	<p>Since Arbitration related proceedings have been agreed in accordance with the Rules of Arbitration of the International Chamber of Commerce along with Seat and venue of Arbitration shall be Singapore, we</p>	Provisions of Bidding document shall prevail.

Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
	<p>done only within Bangladesh territory”</p> <p>Bill of Lading 15.1 : Within twenty-four (24) hours of completion of loading each Shipment of Coal onto each OGV or completion of the Draft Survey at the relevant Coal Loading Point, whichever occurs later, the Contractor shall issue, or cause to be issued, a negotiable Bill of Lading and three non-negotiable copies thereof to BIFPCL, for every Shipment. The Bill of Lading shall contain the quantity as calculated by Draft Survey performed at the Coal Loading Point by an Independent Draft Surveyor in accordance with international standards and showing the CTS as the point of Coal discharge.</p>		<p>smaller vessels or lightened vessels after mid-sea transshipment can only arrive at Mongla port for further on-shore transshipment. Thus the costs would be very high. At present the ocean freight for panama vessels is substantially higher than Capesize vessels.</p> <p>c. The weather in Bay of Bengal does not permit round the year smooth operations for mid-sea transshipment and therefore evenly distributed supplies cannot be ensured.</p> <p>d. Off-shore transshipment is otherwise also an expensive option as compared to discharging the cargo at berth of a proper all-weather port. This will become expensive for capsize vessels as the ship would have to wait for longer period for discharge and thus advantage of lower freight with capsize vessel is negated.</p> <p>e. Showing CTS as point of discharge is a restrictive clause</p>	

Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
			<p>with guarantee to push up ocean freight.</p> <p>We suggest that BIFPCL should amend the provisions suitably to include on-shore transshipment at any port in Bay of Bengal region and re-transportation of coal through barges from such port to BIFPCL plant.</p> <p>Incidentally, <u>Bangladesh has already agreed to use Dhamra port in India as transshipment port for third country trade.</u> Kindly refer minutes of meetings of Joint Shipping Committee (comprising of the Director Generals of Shipping of India and Bangladesh) held on 8 April 2019. We can share copy of the same if you don't find this document.</p> <p><u>We also propose to keep option for both Gangavaram Port, India as well as Dhamra Port, India in the Bid.</u></p> <p>Allowing third country export of coal with BIFPCL as final destination via Dhamra/Gangavaram port</p>	

Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
			<p>(India) will offer and ensure the following:</p> <ol style="list-style-type: none">1. Lower ocean freight as Dhamra/Gangavaram can handle capesize vessels.2. Cheaper port handling as compared to much more expensive mid-sea transshipment3. Dhamra/Gangavaram being all-weather port would ensure evenly spread smooth supplies round the year4. Environment friendly transport in barges from Dhamra/Gangavaram to BIFPCL through water channel via Mongla port as the operations will be at a proper port and will ensure adherence to EIA guidelines properly as there shall not be any activities near Sundarban area.5. Minimal formalities and issues as two friendly governments would iron-out all hinderances	



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				<p>6. The BLs issued for each barge would act as supplementary to original BL for OGV which will show Dhamra/Gangavaram as point of transshipment for further movement to Bangladesh.</p> <p>We also seek clarity on your requirement of negotiable (original) bills of lading with in 24 hours from completion of loading. Original documents are required to be presented against LC for negotiation and even it takes minimum 5-7 working days to receive copy of Non-Negotiable documents post completion of loading of MV at port of loading.</p>	
71	IV	<p>Navigation Restrictions, 3.3 :</p> <p>The Pussur river channel has the draft availability maintained by the Mongla Port Authority presently as under:</p> <p>a) The River bar having a draft</p>	3	<p>The channel CD between Ramphal Jetty and Mongla Port is 5.5 Mtrs, In case, there is any grounding of barge plying with a draft of less than 5.5m in the channel, who will be responsible party.</p> <p>Any such grounding shall be treated as BIFPCL default and BIFPCL / MPA should take responsibility and pay demurrage as per the terms of the tender along with any asset damage/</p>	<p>Bidder has to update himself regarding the draft availability time to time from Mongla port authority. Please refer complete clause no. 3.3 of section-IV of Bidding Document.</p>

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		<p>availability of 8.5 m CD;</p> <p>The Pussur Channel between Mongla Port Jetty and the Coal Delivery Point having the draft availability of 5.5 m CD. The front berth area at the CDP having a draft of 8 m CD;</p>		<p>3rd party claims not recoverable through the underwriter of the H&M and P&I insurances.</p> <p>We request BIFPCL to provide us copy of Navigation channel survey for CD of 5.5 meter.</p>	
72	IV	<p>Attachment 4-2 Approval Conditions : EIA Report for Coal Transportation to Rampal Jetty.</p> <p>Memo No.: DoE/Clearance/5532/2016/50, Point No. 37 (page no. 4): “The transshipment point Fairway Buoy at the Bay should be used from November to March, and Mazhar point should be used from April to October every year for transporting coal which</p>	23	<p>We seek clarification from BIFPCL whether this Clause is valid if Contractor prefers for an offshore transshipment within MPA limits and has no repercussions on Contractor’s choice of offshore transshipment location outside Bangladesh or MPA limits.</p> <p>We need clarification from BIFPCL that the extensions of the same shall be completely in BIFPCL scope and Contractor is not responsible for it in any manner.</p> <p>Has BIFPCL secured renewal of EIA report and we request you to share latest EIA approval.</p>	<p>In this regard, please refer Clause 2.9 of Section-II, Clause 5.2 (d), (e) and Clause 8.3 of section-IV of bidding document. Bidder may also refer EIA approval conditions attached at Attachment 4-2 of Section-IV.</p> <p>The renewal of EIA is being done on periodic manner and shall be shared during the execution of the contract. Further, Bidder to refer contractor’s</p>

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		<p>has been mentioned in the EIA Report”</p> <p>Point No. 40 (page no. 4): This EIA approval is valid for one year from the date of issuance and the project authority shall apply for renewal to the Bagerhat District office of DoE at Bagerhat with a copy to Head office of DOE in Dhaka.</p> <p>EIA Approval date is 31st January 2018</p>			<p>obligation regarding Environmental compliance as mentioned at Clause 7.15 of Section-III.</p>
73	IV	<p>8.1 Coal Specifications and Source countries</p> <p>Attachment 4-6</p>	<p>7</p> <p>28</p>	<p>Not a single mine owner / exporter guarantees parameters mentioned under Ash Analysis and we sincerely request BIFPCL to consider removal of Max / Min (Rejection) limits for these parameters under Ash Analysis i.e. Fe2O3, Na2O, SiO2,CaO, Chlorine & Mercury.</p>	<p>Provisions of Bidding Document shall prevail.</p>

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
74	IV	<p>13 Rejection</p> <p>16 (g) : “For the purposes of price adjustment on account of coal quality variation, coal quality vessel-wise samples shall be taken from each vessel at CDP _ _ _ _ _</p> <p>All samples collected from one vessel shall then be mixed together so as to form a homogenous mixture _ _ _ _ _ Weighted average of the quality analysis results at CDP from all vessels for a shipment shall be done for the purpose of settlement of payment_ _ _ _ _”</p> <p>16 (h) : “Treatment of Coal from any vessel falling under the Rejection_ _ _ _ _ Coal from any vessel at the CDP falling under</p>	15 & 20	<p>Since Coal is not homogenous in nature and there are multiple seams in single coal mine, Internationally Coal quality is ascertained by way of weighted average of analysis results from all smaller lot(s).</p> <p>Further at the time of loading of OGV (MV) at Source (Origin), there shall be preparation of representative sample after mixing of all samples collected at an interval in accordance with International (ASTM / ISO) standards.</p> <p><u>We therefore like to take deviation here</u> that Coal Quality at CDP to be ascertained by way of Weighted average of the quality analysis results at CDP from all vessels / Lighter / Barges for a shipment to be done for the purpose of settlement of payment and there shall not be rejection basis quality of coal ascertained from samples from barge / lighter.</p> <p>We agree to accept rejection if any parameters of coal from any shipment (OGV – Loaded from Source/Origin) falling under the Rejection clause basis weighted average of analysis results from all smaller lot(s) in small</p>	<p>Provision of the bidding document shall prevail. Further, regarding the rejection criteria, please refer 2nd para of clause no. 13 of section-IV. Same is reproduced as below for better understanding:</p> <p>“The Coal of specification beyond the specified range of the Technical Parameters as per Attachment 4-6 at the CDP, shall be liable for rejection by BIFPCL. However, the portion of coal, unloaded at CDP may be accepted with penalty as defined elsewhere in the specification.”</p>



	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
		rejection as per clause 13 herein shall not be considered for the calculation of the weighted average as explained above and shall be reconciled on standalone basis as per the clause 13”		vessels(s)/Barges / Lighters discharged at CDP. By the time contractor receives Rejection Notice, cargo discharged at Rampal Jetty would have been stocked in BIFPCL’s stockyard. How shall contractor come to know whether this cargo has been consumed or stacked separately and how will contractor ship this cargo back from Rampal Jetty for selling in open market to other buyers. We need to incorporate detailed mechanism to deal with this situation.	
75	Section II	8.3.2	32	PG may be provided splitting year wise (for 3 years) i.e. for 0.09 MMT of Coal price for each year.	Provisions of Bidding Document shall prevail.
76	Section II	8.3.3	32	PG may be issued on the account of Lead partner or any partner.	Provisions of Bidding Document are clear and shall prevail.
77	Section II	8.5	32	PG Shall be valid for a period of one and half year from the date of issuance for year wise PG.	Provisions of Bidding Document shall prevail.
78	Section III	16.4	41	We are an enterprise located in Bangladesh. We wish to have a Foreign Transferrable Letter of Credit (L/C) to supply coal having following justifications:	Provisions of Bidding Document shall prevail.

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
				<p>1. The coal will be imported from outside of Bangladesh thus requires a Foreign Letter of Credit.</p> <p>2. Bangladeshi Company has to transfer the Letter of Credit in favor of Coal Trader/Miner and Vessel Charterer.</p> <p>3. BIFPCL is entitled to open huge amount Letter of Credits (L/Cs) having flexibility from Bangladesh Bank, because of being Power Producer Company which is not possible for other concerns who intend to import coal but not in power production.</p> <p>If we get Local L/C, we have to open another Foreign L/C to import the coal. But a Foreign Company does not require to open another L/C. They can transfer the L/C easily as well. Thus, to ensure the level playing field, we wish to have a Foreign Transferrable Letter of Credit.</p>	
79	Section III	17.2.iii.8	43	Omission of Submitting Original Coal Delivery Point Quality Analysis Certificates, which may be provided while getting Balance Payment.	Bidder may refer S No 4 of Amendment no 1 to Bidding Document.
80	Section II	5.5.2.i	13	Base Parameters: NAR: 5300 kcl/kg instead of 5500 kcl/kg	Provisions of Bidding Document shall prevail.

IFB No : BIFPCL/MSTPP/COAL/8.0MMT/886
Date: 04.07.2022

Bidding Document No: BIFPCL/MSTPP/COAL/2022/01

Clrf Doc. No : BIFPCL/MSTPP/COAL/2022/CLRF-01
dated 07.09.2022

	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
81	Section IV	Attachment 4-6	28	Coal Specifications: Gross Calorific Value 5000-6300 instead of 5200-6300	Provisions of Bidding Document shall prevail.
82	Section II	5.5.2.iv	13	Size: 0-50 mm (90%-95% max)	Provisions of Bidding Document shall prevail.
83	Section IV	Attachment 4-6	28	Please incorporate in SL. 12. Coal Sizing 0-50 mm 90%-95% max	Provisions of Bidding Document shall prevail.