

IFB No.: BIFPCL / MSTPP / COAL TRANSPORTATION / R / 2019 / 705 dated 16.09.2019	Document No.: BIFPCL/MSTPP/COAL TRANSPORTATION/R/CLRF.01
Bidding Document No.: BIFPCL / MSTPP / COAL TRANSPORTATION / R	Date: 18.11.2019

**Coal Transportation including Transshipment contract**  
**for**  
**2x660MW Maitree Super Thermal Power Project at Rampal, Bagerhat district, Khulna division, Bangladesh**

Sl. No.	Ref. Section /Clause	Clause Description	Query description	Bidder's Justification	BIFPCL's clarification
1.	ITB 5.2 / COC 2.3	<p>Technical Qualification  - Transshipment Experience  During any three (3) financial years out of the preceding ten (10) financial years as on the date of opening of Technical Proposal, the bidder should have performed Off-shore and/or On-shore transshipment operation of a minimum average annual quantity of 2.0 Million Metric Tonne ("MMT") of any dry bulk commodity, in one or multiple contracts.</p> <p>"On-shore transshipment" shall refer to the transshipment of cargo from Ocean Going Vessel / Lighters/Barges in water to a land port or vice-versa.</p>	<p>Please confirm the following:  1. The definition of "On-Shore Transshipment" as given in the Conditions of Contract - (Section-III), Clause 2.3, Page 9 is applicable for the technical qualification clause of Invitation for Bid (IFB) - (Section- I) i.e. Clause 5.2, Page 5.  2. "On-shore transshipment" means "Port-Operations" or "Operations at Land Port" of Ocean Going Vessel / Lighters / Barges i.e. handling of cargo from a Land Port to Ocean Going Vessel / Lighters / Barges or from Ocean Going Vessel / Lighters / Barges to a Land Port</p>	<p>Will give clarity to Technical Qualification which is a very important bid criteria</p>	<p>The definition of On-Shore Transshipment given in Clause 2 of Conditions of Contract (Section-III) applies to the complete Bidding Document.</p> <p><b>"On-shore Transshipment"</b> refers to the transshipment of cargo from Ocean Going Vessel / Lighters/Barges in water to a land port or vice-versa.</p>
2.	Tech Spec. 4.2(b)	<p>Transshipment Services includes discharge of Coal from OGVs, loading to self- propelled Barges and carriage of Coal in the Barges from the CTS to the CDP. At CDP, coal will be unloaded by BIFPCL. Transshipment operation can be performed Off shore or On shore. Offshore transshipment can be done anywhere as per Service Provider's choice. However, on shore transshipment can be done only within Bangladesh territory.</p>	<p>We request you to allow other adjacent ports as well not lying inside Bangladesh territory i.e. to allow ports that are lying outside Bangladesh territory for Onshore transshipment.</p>	<p>This will allow more operational flexibility to bidders to provide safe, secure and cheaper options for BIFPCL.</p>	<p>Provision of bidding document in this regard shall prevail.</p>

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3.	Tech Spec. 5.11	<p>1. The Bidder shall furnish as part of its Bid, in favour of BIFPCL on account of the Bidder, a Bid security in original, in a form as stipulated in the Bidding Document, of an amount equal to US\$ 848,000.00 (US Dollar Eight Hundred Forty-Eight Thousand only).</p> <p>2. If the Bidder is a Joint Venture or a Consortium, the Bidder shall furnish as part of its bid, in favour of BIFPCL, on account of the title of the existing SPV or either Partner of the intended SPV or Consortium, or in the names of both the Joint Venture or Consortium Partners as named in the Joint Venture or Consortium Agreement respectively, a Bid Security, in original, in the form and the amount as stated under 1TB Clause 5.12.1 and 5.11.1 respectively.</p>	<p>BG amount should be reduced as earlier tender was for 10 years it is only for 3 years now</p>	<p>BG amount should not be unusually high to discourage the bidders</p>	<p>Provision of bidding document in this regard shall prevail.</p>
4.	ITB 2.17	<p>1. The Bidder may sub-contract a portion of the Services, subject to the approval of BIFPCL</p> <p>2. The Bidder may specify in its bid the portion of the Goods and Services that will be sub-contracted, if any, including the entity(ies) to whom each portion will be sub-contracted.</p> <p>3. All subcontracting arrangement and sub-contractors' details may also be identified in the bid submitted by Bidder.</p> <p>4. Sub-contractors must comply with the provision of 1TB Clause 2.7. For this purpose, Bidder shall complete the</p>	<p>1. All such requirements related to subcontracting should be changed to be complied after one month of contract signing instead of being part of bid submission.</p> <p>2. Sub-contracting should be done by bidder with intimation to BIFPCL only for sub-contracts which are higher than certain value, smaller subcontracts below a certain value no permission from BIFPCL shall be required</p>	<p>This is an operationally accepted methodology in various tenders and give practicality to implementing the contract</p>	<p>It is preferred that the Bidder furnishes the details of sub-contractors and the portion of services to be sub-contracted in its bid. However, details of sub-contractors and the portion of services to be sub-contracted may also be proposed by the Service Provider after signing of contract for BIFPCL's approval but this shall not be bottleneck for execution of contract.</p>

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		Sub-contractor's information in their Technical Proposal. 5. If BIFPCL determines that a sub-contractor is ineligible, the sub-contracting of such portion of the Goods and Services assigned to the ineligible sub-contractor shall be disallowed.			
5.	ITB 8.3, P-28	8.3. Performance Security 1. The Performance Security shall be determined sufficient to protect the performance of the Contract by the Service Provider.  2. Performance Security in the form of Bank Guarantee of an amount of the Service Charge for coal transportation of 0.80 MMTPA as per the rates under the contract as defined in Conditions of Contract (Section-III) shall be furnished by the successful Bidder as per the proforma prescribed in the Bidding Document and shall be denominated in the currencies in which the Contract Price is payable. 3. In case of the successful Bidder being a Consortium, performance security in the form of Bank Guarantee of an amount, in the currency and as per the proforma as stated in 1TB Clause 8.3.2 can be furnished by either partner of the consortium or in the names of both the consortium partners. Alternatively, each consortium partner can also furnish the performance security separately of	- Performance Security of 0.8 MMTPA is very high as only 1 MMTPA is to be handled in the first year. It should not be more than 5% of 1 MMTPA.	5% of annual value as performance security is generally found in all large tenders	Clause 8.3.2 of Instructions to Bidder (Section-II) of the Bidding Document stands amended vide Amdt.01.

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		amounts such that the total amount of both the performance security becomes equal to the amount as stated in the 1TB Clause 8.3.2.			
6.	ITB 8.3(4), P-29	4. In case the successful bidder or Partner(s) of successful Consortium or the successful JV(existing) or Partner(s) of existing or proposed JV has/have taken strength from its JV Partner companies / Holding / Subsidiary / Subsidiary of Holding / JV Company, wherever permitted as per QR mentioned at Clause 7 of IFB, Section-I, to meet the Technical criteria of QR, and have furnished DJU with such JV Partner companies/ Holding/ Subsidiary/ Subsidiary of Holding/ JV Company, the JV Partner Companies/ Holding/ Subsidiary/ Subsidiary of Holding I JV Company each, as the case may be, shall be required to furnish a Bank Guarantee of an amount of the Service Charge for Coal transportation of 0.08 MMTPA as per the rates available in the Contract . The bank Guarantee shall be furnished as per the proforma prescribed in the Bidding Document and shall be denominated in the currencies in which the Contract Price is payable.	'- As explained in the earlier query for performance security, performance security should be around 5% of annual value i.e. 5% of first year volume of 1 MMTPA which is 0.05 MMTPA. Therefore, DJU value of additional performance security of 0.08MMTPA is very very high. Accordingly it should be reduced and made 10% of performance security (0.05 MMTPA) i.e. additional DJU performance security should be made equivalent to 0.005MMTPA		Clause 8.3.4 of Instructions to Bidder (Section-II) of the Bidding Document stands amended vide Amdt.01.
7.	ITB 8.5, P-29	1. The Performance Security and the Bank Guarantee submitted in respect of DJU(s) (if applicable) shall initially be required to be valid for a period of four (4) years. The validity of the	Performance Security shall be valid for one year and extendable year on year otherwise banks may not provide for 4 years at a time	This annual renewable provision is generally	Provision of the Bidding Document in this regard shall prevail.

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		<p>Performance Security and the Bank Guarantee submitted in respect of DJU(s) (if applicable) shall be extended at least 90 days before the expiry of the validity thereof for the period until the date which shall be ninety (90) days beyond the date of completion of the Services under the Contract.</p> <p>2. If under any circumstance, the date of completion of the Service Provider's performance obligations under the Contract is to be extended, the validity of the Performance Security including the Bank Guarantee submitted in respect of DJU(s) (if applicable) shall correspondingly be extended for such extended period of the contract</p>		found in all large tenders	
8.	2.14(1), P-8	1. At any time prior to the deadline for submission of Bids, BIFPCL, on its own initiative or in response to a clarification requested in writing from a Bidder, may revise the Bidding Document by issuing an Amendment.	Request you to <b><u>allow for asking pre-bid queries upto 15th November or 7 days post reply of BIFPCL so bidders can clarify on any follow-up Query</u></b>		Provision of Bidding Document in this regard shall prevail.
9.	ITB 2.14(4), P-8	4. In addition, BIFPCL may extend the deadline for the submission of Proposals through an Amendment.	Request you to <b><u>extend the bid submission deadline by One (1) Month</u></b>	It is a large and extensive bid, bidders will require time to prepare for bid post clarification of queries	Provision of Bidding Document in this regard shall prevail.

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10.	Forms (Section -V(A) Attachm ent-3A, P-11		Is the same Format to be used for both offshore transshipment and onshore transshipment, i.e. can we give Port details having Onshore Transshipment or Port Handling / Port Operation experience applicable for Onshore Transshipment in the same format? Please advise		Yes. Even for multiple contracts, bidder may use separate sheets of same format.
11.	IFB 5.2	1) <u>Section I, IFB, 5.2 – Technical Qualifications (Transshipment Experience)</u> states that "...the bidder should have performed off shore and/or on shore transshipment operation of a minimum average annual quantity 2.0 Million metric tons of any dry bulk commodity..."	<p>Although the major portion of this business includes chartering/owing/placing mother vessels to load your coal from load port and supply/discharge at transshipment point(s) in Bangladesh, you have not considered any qualification requirements for such experience. We strongly believe that this is a mistake on BIFPCL's part and the qualification requirements should be amended so that bidders must have considerable experience of transporting dry bulk cargo in ocean going vessels and bulk carriers. Therefore, <b>some experience in chartering or owing of ocean going vessels must be sought from bidders.</b></p> <p>Furthermore, the transshipment experience should be specific to <b>off-shore transshipment experience in Bangladesh only</b>. The BIFPCL / tenderer are definitely aware by now that the coal transshipping operations here in Bangladesh will be undertaken by unloading coal from mother vessels to lighter barges for onwards delivery to the power plant delivery site. Therefore, what is the reason/logic for qualifying a bidder who has experience in on-shore</p>		<p>Relevant provision of the Bidding Document shall prevail.</p> <p>Transshipping experience is a well-coordinated activity and required to be performed for getting qualified. The activity is irrespective of land boundary and hence relevant.</p> <p>Relevant provision of the Bidding Document shall prevail.</p>

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			<p>transshipping operations or off-shore transshipment operations somewhere else in the world? Bidders with experience only in on-shore transshipping or/and off-shore transshipping besides in Bangladeshi ports will definitely not be able to or struggle to perform the transshipping operation here in Bangladesh ports.</p> <p>Lastly, please clarify <b>who is able to show this transshipment experience.</b> For example, can a lighter vessel owner/contractor, being contracted by another entity (the importer), having discharged and delivered a cargo from a mother vessel, show this experience or would in this case the entity (importer) that gave the job to the lighter vessel owner be able to show the transshipment experience only? Please clarify.</p>		<p>One who actually performed this experience can claim the experience. A relevant document is required to be submitted in this regard clearly showing the scope of work.</p>
12.	IFB 5.2		<p>2) Joint Venture Agreement as per Section I, Invitation for Bids, 5.1.2 allows for bidding through formation of a Special Purpose Vehicle (SPV) by two JV partners. Kindly clarify the following:</p> <p>i) Is there a <b>minimum percentage shareholding</b> that is required to be held by either the lead member or other member in the SPV or the Joint Venture Company, in order for either the lead/other member to draw technical/financial qualification strength from its holding company, associate company, JV company, etc?</p>		<p>(i) Prospective bidder may please refer to the proforma for Joint Venture Agreement regarding minimum percentage of shareholding. This is placed at Form-7, Section-V(B) of the Bidding Document.</p>

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			<p>ii) The tender allows for drawing qualification strength by each member of the JV from its holding company, subsidiary company or joint venture company, provided that the member holds a minimum of 26% of voting equity in such joint venture/subsidiary or holding company. We intend to bid through our company "A" and draw technical qualification strength from our sister concern "B". In our case, one of the directors of "A", holding 50% shares in the company, is the 100% owner/shareholder of "B" <b>Please clarify that the above will be allowed as per the tender terms.</b></p> <p>Furthermore, if only technical strength is drawn from a holding company, subsidiary company, sister concern or joint venture company, as with the example from above, would the submission of audited financials be required for that company ?</p>		<p>(ii) The provisions stipulated in Clause 5.0 of the Invitation for Bids (IFB) are amply clear. Interpretation of Subsidiary or Holding or Joint Venture company shall be as per the Companies Act of the country in which the Bidder is incorporated as a company. Please check with respect to the Companies Act of the concerned country, where both the companies are registered.</p> <p>To establish the relationship between the bidder and the related company from which the technical strength is drawn, bidder would be required to submit relevant portion of Annual Report or Audited Financial Statement or other relevant authentic document.</p>
13.			3) What is the <b>total capacity of coal storage</b> at your coal receiving/storage yard ?		Approximately 0.9 MMT storage capacity is available. However, storage capacity may vary depending upon site condition and requirement of BIFPCL.
14.			4) Section V, Part A, Attachment 3A – Bidder's Qualification Data – Technical :  Whereas in page 2, section 1(f), of the form you have asked for the name of every transshipping units. Kindly note, in our		Prospective bidder may please refer sl. no. 5 of Amdt. 01 in this regard.

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			instance for showing our transshipping experience, where a mother vessel carrying about 40,000.00 MT of cargo had discharged/transshipped her cargo in about 45 lighter vessels on average. As such, to show the minimum 6 million ton transshipment experience over 3 years, we have to provide you about (6,000,000 x 45/40,000) 6750 number of lighter vessel details. We feel this may not be practical to show all these documents and transshipping unitsdetails. In this event, <b>please only accept the end user certificate</b> from the cargo importer/receiver/consignee proving the transshipment of goods from a mother vessel and qualification to be further supported by copy of bill of lading for discharge from mother vessel.		
15.			5) Freight Tax  Whereas, in Section II - Instruction to Bidders, 5.7 – Duties and Taxes, point (2) and also in Section III, Conditions of Contract, clause 23.5 – Taxes and change of Applicable Laws, point (b), you have mentioned that :  "The service charge shall be exclusive of taxes, duties, levies, port and anchorage charges and any other charges by governmental authority.....the same shall be reimbursed to the SP at actuals....."  Furthermore, in Section III, Conditions of		Prospective bidder may please refer to Clause 23.5(e) of Conditions of Contract (Section-III) of the Bidding Document in this regard.

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			<p>Contract, clause 23.5 – Taxes and change of Applicable Laws, point (g), you have also mentioned that :</p> <p>“The service provider shall be responsible for the payment of all freight taxes imposed on the service provider by the laws of Bangladesh, and other countries”</p> <p>i) As such, and in reference also to the below mentioned sections from the Income Tax manual and also the two points highlighted above from your tender document, please clearly clarify <b>who shall bear the freight tax</b> of either 5% or 3 % from resident bidders, or 7.5% from non-resident bidders, as described in the attached income tax manual. Furthermore, if there are any other freight related taxes which shall be applicable/levied on the service provider.</p> <p>ii) On the same topic, also confirm that if this freight tax / AIT is paid by the BIFPCL, <b>will it be on bidder's account/benefit</b>. To be more precise, would this be shown as AIT paid by us in our books?</p> <p>Income Tax manual (below points attached with the letter):</p> <p>a) Part 1, page 131, point 53AA – Collection of tax from shipping business of a resident</p>		



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			b) Part 1, page 142, point 56 – Deduction from income of non-residents c) Part 1, page 179, point 102 – Liability to tax in case of shipping business of non-resident		
16.			6) Vessel's Age - We have not come across/or might have missed any information regarding the maximum age of the working vessels. Kindly inform us if there is a <b>maximum age for mother vessels</b> that can be placed for the shipments.		No such requirement is specified in the Bidding Document. It is the Service Provider's responsibility to select correct vessel with respect to sea worthiness, safety, security, insurance requirement, local and international laws etc.
17.			The actual loading ports in various countries, loading will be at Jetty or anchorage?		For the loading points, prospective bidder may please refer to Schedule-5 of the Conditions of Contract (Section-III) of the Bidding Document. However, further detail shall be provided during execution stage.
18.			Volume to be shipped per port per month?		Prospective bidder may please refer to Clause 11 (Coal Quantity) of Conditions of Contract (Section-III) and Clause 4.1 of the Technical Specifications (Section-IV).
19.			The charterer's background (meaning who is the shipper, and/or who are we dealing with?		Coal Supply contract is a separate contract and name of the coal supplier shall be intimated in due course of time.
20.			Commencement date of the entire project?		Regarding commencement and duration of the Services under this contract, prospective bidder may please refer to Clause 5 of Conditions of Contract (Section-III) of the Bidding Document.



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21.			The shipping term would be FIOS Term, if I'm not wrong. Meaning the loading + discharging ops for Mother vessel will be under the shipper & receiver's responsibility.		For clarity, Loading of the OGV at the designated load port shall be the responsibility of the Coal Supplier along with SP. At Plant Jetty (CDP), unloading of the Vessel at jetty shall be the responsibility of BIFPCL along with SP. Please refer to Clause 4 (Scope of Services) of Technical Specification (Section-IV) of the Bidding Document and other relevant clauses of the Bidding Document.
22.			At the discharging port, whose responsibility to arrange for barge to receive the cgos& ship it to final unloading jetty?		Prospective bidder may please refer to Clause 4 (Scope of Services) of Technical Specification (Section-IV) and other relevant clauses in the Bidding Document for SP's responsibilities.
23.			Who will pay for Marine cargo insurance during coal transport (from Load port to Rampal Project Jetty)?		Prospective bidder may please refer to Clause 25 (Insurance) and its sub-clause 11 of Conditions of Contract (Section-III) of the Bidding Document.
24.			What will be the permissible transit loss to carry coal from load port to discharge point (Rampal Project Jetty) and what will be the settlement process if transit loss is over then the permissible transit loss?		For Permissible Transit Loss, prospective bidder may please refer to Clause 21 (Coal Spillage or Loss) of Conditions of Contract (Section-III) of the Bidding Document.
25.			What will be the Load and discharge rate in load port as well as in Rampal Project jetty?		For loading rate, prospective bidder may please refer to Schedule 5 (Coal Loading Points and Loading Rates) of Conditions of Contract

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					(Section-III) of the Bidding Document.  For discharge rate at Plant Jetty, prospective bidder may please refer to Attachment 4-4 (Coal Delivery Point) of Technical Specification (Section-IV) of the Bidding Document.
26.			Who will pay the Customs Duties & taxes? If Service Provider pays the tax, what is the duty structure?		Customs Duty applicable in Bangladesh shall be paid by the Service Provider; however, the same shall not be included in the Contract Price, and shall be reimbursed at actuals by BIFPCL. In this regard, prospective bidder may please refer Clause 23.5 (Taxes and Change of Applicable Laws) of Conditions of Contract (Section-III) of the Bidding Document.
27.			If service provider pays the customs duties and other taxes, what will be the AIT deduction settlement during payment from BIFPCL?		No deduction towards AIT will be done by BIFPCL. Prospective bidder may please refer Clause 23.5 (e) of Conditions of Contract (Section-III).
28.			Commencement and duration: If SP fails to commence the service BIFPCL will make alternate arrangement for transporting the coal, what will be the settlement under clause-26.1? What will be the percentage?		Following any Service Provider's event of default as stipulated in Clause 26.1 of the Conditions of Contract (Section-III) of the Bidding Document, Settlement / remedies shall be done in accordance with Clause 26.2 of the Conditions of Contract and other relevant clauses of the Bidding Document.

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29.			Who will responsible for the surveying coal quality in load port, as well as in discharge point?		Prospective bidder may please refer Clause 22.2 of Conditions of Contract (Section-III) of the Bidding Document.
30.			What is the tolerable percentage of varying coal quality during transporting? If it exceed the maximum level what is the settlement procedure?		In this regard, prospective bidder may please refer Clause 22 (Coal Quality) of Conditions of Contract (Section-III) of the Bidding Document.
31.			If arise any situation of delaying unload the coal from OGV to Barge due to documentation processing by BIFPCL for customs clearance, what will be the procedure of detention/ demurrage settlement of the Vessel and Barges?		<p>Custom clearance is responsibility of prospective bidder. Prospective bidder may please refer Clause 4.5 of Technical Specification (Section-IV). Modalities for exchange / certification of documents shall be discussed during finalization of contract.</p> <p>Demurrage incurred by the Service Provider for reasons attributable to BIFPCL shall be mutually discussed and settled (Refer clause 18 of Conditions of Contract).</p> <p>Such issues may also be discussed during the finalization of Contract.</p>
32.			If any detention/ demurrage arise on vessel's as well as barges due to natural disaster, then what will be the settlement procedures?		Natural disaster is already covered in force majeure condition and the same is defined in the specification (refer clause 28 of Conditions of Contract). This shall be resolved in accordance to the provision of contract.
33.			For hiring OGV the DWT freight is always applicable, if supplier of BIFPCL loads		Regarding such settlement procedure, prospective bidder may please refer Clause 17.3 (Dead

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			less than the DWT, what will be the settlement procedure?		freight) of Conditions of Contract (Section-III) of the Bidding Document.
34.			If the supplier of BIFPCL is not able to meet LAY TIME/LAYCAN of OGV, what will be the settlement procedure of DEMURRAGE / DETENTION?		Regarding this, prospective bidder may please refer clause 18 (Demurrage and Despatch) and clause 18.2 specifically in this regard as stipulated in Conditions of Contract (Section-III) of the Bidding Document.
35.			Bid Security amount will be arranged by internationally or locally?		Provision of Bid security is specified under clause 5.12 (Form of Bid Security) of Instructions to Bidder (Section-II) of the Bidding Document.
36.	IFB 7.1.2 & 7.1.3		Request to alter 7.1.2 & 7.1.3 of IFB (Section I) Joint Venture or Consortium of maximum of <b>three</b> companies in place of maximum of two companies. (The change is desirable as three areas of expertize are indicated in this documents i.e. shipping, transhipping and barging)		Provision of Bidding Document in this regard shall prevail. However, prospective bidder may employ sub-contractor as per provision of clause 2.17 (Sub-Contractor) of Instructions to Bidder (Section-II) of the Bidding Document for portion of the Services, subject to BIFPCL's approval.
37.	I		The tender document seeks submission of various data basis "Gregorian calendar year". Request to alter to read as "Gregorian calendar year" OR "Financial year basis (April to March)" in place of only Gregorian calendar year, wherever applicable. (The change is desired as data (technical & Financial) is compiled on Financial year basis in India.)		Provision of Bidding Document in this regard shall prevail.  Prospective bidder may please note that for the purpose of bidder's qualification (both technical and financial), Financial year is the basis.
38.	ITB 5.7 Taxes & Duties		a. Will there be a mooring charge at Rampal jetty? If yes, then what are the charges?		a. There shall be no mooring charge at the Maitree Plant Jetty.

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			<p>b. Are tug charges are covered under port charges at Rampal?</p> <p>c. Are tug charges are covered under port charges at Mongla?</p> <p>d. How to differentiate port charges and Mooring charges at Mongla? (As Mooring charges need to be paid by the bidder as per the tender document whereas port charges will be to the account of BIFPCL.)</p> <p>e. Does port charges covers entire PDA? (Port Disbursement Account)</p>		<p>b. There shall be no Port charges levied by BIFPCL on the Service Provider at Maitree Plant Jetty.</p> <p>c. Prospective bidders may please exercise their due diligence and take up with the concerned Port Authority</p> <p>d. Same as (c) above.</p> <p>e. Same as (c) above.</p>
39.	COC 2.3	Schedule 16. 2.3 BC(Bunker Costs)	It is indicated that Transshipment facilities are to use HSD as bunker. Can TFs (Transhipper & barges) use IFO 380CST fuel?		Selection of type of fuel for Transshipment Facilities shall be in accordance with the provision of Clause 7.4 of Technical Specification (Section-IV) of the Bidding Document.
40.	Tech. Spec. 4.1(b)	The services	As per the requirement of Tender document, Transshipment vessel shall have the cargo holds for temporary storage of Coal. In case the cargo is stored in the transhipper holds and subsequently it is discharged into the barges (mini bulk carriers) for transportation to jetty then whether BIFPCL shall pay the Service Provider for such double handling of cargo		Prospective bidder may please note that there is no such requirement of cargo holds in the Transshipment Vessel for temporary storage of coal. Clause 7.2 (Transshipment) of Technical Specification (Section-IV) of the Bidding Document may please be

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			and if Yes, how the rate shall be determined?		referred to for Transshipment Facilities.
41.	Tech. Spec.	Attachment 4-5 Coal Delivery Point (CDP), Sub clause 6(ii)	Minimum Guaranteed unloading rate is indicated as 800 to 900 tons per hour at Rampal jetty and discharge rate of TV is indicated as 25000 tons per day, in the tender documents. Assuming any short fall in this indicated discharge rate at Rampal jetty, what is the recourse for Service Provider since OGV will be on demurrages and TF will be incurring loss.		TV's Discharge rate of 25000TPD is not specified in the Bidding Document. However, prospective bidder may please refer Clause 6 (Performance Requirement and Demonstration) of Technical Specification (Section-IV) and Attachment 4-4 (Coal Delivery Point) thereto of the Bidding Document in this regard.
42.	COC 1.0	Definitions and Interpretation (Event of Force Majeure)	<p>Following conditions are been included as Force Majeure events:</p> <p>(b) expropriation, export or import restriction or other restrictions, rationing or allocations etc. imposed by, or any action or failure to act without justifiable cause by any Government of the Coal Loading Point states or CTS jurisdictions;</p> <p>(c) the adoption, enactment or application to a party, of any law of any Government of the Coal Loading Point states or CTS jurisdiction relating to the environment or any change in law;</p> <p>(e) the non-receipt or non-renewal of Consents required;</p> <p>(j) any act by the Government of Bangladesh affecting the performance of Services under the Contract;</p>		Provision of the Bidding Document in this regard shall prevail.

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			<p>(I) any change in law after date of signing of the Contract by any governmental authority of any jurisdiction preventing the performance of the Services.</p> <p>(These are not standard Force Majeure clauses. However, Tender needs to include major mechanical breakdown/damage to TF, due to unforeseen conditions. )</p>		
43.	COC 21	Coal Spillage or Loss (21.4)	<p>As per the tender document, it is understood that the shortage will be calculated between the quantity assessed at the load port by draught survey and the weight assessed of each barge by draught survey at the Rampal jetty.</p> <p>It is pertinent to note that the quantity assessed by draught survey is always inaccurate/ imperfect since it depends on factors such as wave, swell, density of water, assessment of ship's tank conditions, visual error in reading the draught figures etc. So, considering above factors, providing allowance for 0.5 per cent shortage is not appropriate. Thus, we propose to revise this figure of allowable loss percentage to <b>at least 2.5 per cent</b>.</p> <p>(It may be noted that the 'bill of Lading' always state quantity carried by a ship as 'SAID TO WEIGH' to cover for the inadequacies of the method of draught measurement.</p>		Provision of the Bidding Document in this regard shall prevail.
44.	COC 8.15	Foreign Material (8.15 d)	As per the tender document, in case of foreign material creates any damage at BIFPCL, all expenses in such case		Prospective bidder may please refer clause 8.12 of the Conditions

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			including repair cost if any shall be reimbursed by the Service Provider. It may be noted that the foreign material as indicated here can also originate at the cargo supplier's end. Hence, it is requested that this clause to be amended to read as " <b>the claim to be finalized after conducting independent investigation on the issue.</b> " Also the SP cannot control the foreign materials as supplied by the Supplier. BIFPCL if required can seal the OGV's Hatches at the loading point and open the seals at the discharging point in order to have the same quality.		of Contract (Section-III) comprehensively.  Modalities for investigation shall be finalized during finalization of contract.
45.	COC 8.4	Transshipment Operation	The Average feeding rate to be maintained by the SP. What happens in case of delays on account of supplier providing the quantity. Also the weather delays at the Loading point there by resulting in the delay at the discharging point. How will these be adjusted against the Feeding Rate.		Prospective bidder may please refer clause 1.2 of Condition of Contract (Section-III) for clarity in TFs average feeding rate.  Please refer clause 18 of Conditions of Contract for treatment on delay caused by supplier and weather delays.
46.	COC 8.12	Foreign Materials	The Service Provider has no Control over the Foreign Materials coming at the time of Loading by the Supplier or coming along with the cargo.		Intention of the clause is to check maloperation during transportation including transshipment.  Further, please refer clarification given at sl. no. 44 above.
47.	COC 18.1(C)	DEMURRAGE AND DESPATCH	All exceptions to Laytime is ok but the time on demurrage has to count in full. Once on demurrage always on demurrage to apply.		Please refer Amdt.01.
48.	COC 22	Coal Quality	This is to be guaranteed by the Supplier and the Service Provider cannot guarantee the Coal Quality. BIFPCL can		Intention of the clause is to check maloperation during transportation including transshipment.

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			seal the holds at load port and open the seals at the discharge port in order to ascertain that no quality change has happened on board the vessel.		Provision of Bidding Document shall prevail.
49.	COC	Schedule 16 of COC (Section III) in conjunction of 1P of Section V	In case we look at Alternative solution in which transshipment is not required then how do get away with NOT offering freight for Gearless vessel ( 70,000 Mts and above) required as per by tender documents		There is no provision of Alternative Solution in the Bidding Document. Schedule 16 is for payment mechanism only and no data is to be filled by bidder. Bidder has to fill prices in Attachment-1P (Schedule of Service Charge) of Section-V(A) of the Bidding Document only.
50.	ITB 8.3	Performance Security	Service provider is expected to keep Bank guarantee for 0.80 MMTPA so in case the service charge are around US\$ 25 PMT one has to place Bank guarantee for US\$ 60 Mil (0.80 X 25 X 3). Lets assume that there is mistake in Tender and BG is required for only 0.80 MMTA which means one has still keep BG for US\$ 20 Mil for period more than 3 Years. Any service who has to provide such BG has to block huge capital. Presently Lanka Coal Company whom we serve on ligterage we have given US\$ 80,000 only. Shipping company also serving them also has provided BG for the same value. We would request you to clarify what amount of Performance Security can it be reduced to More ever what the Performance Security from BIPPCL will be provided to service provider in case they fail to perform as per the contract.		Clause 8.3.2 of Instructions to Bidder (Section-II) of the Bidding Document stands amended vide Amdt.01 to the Bidding Document.
51.	COC 15.2	Vessel Nomination	(b) "because of rejection by the coal supplier"		Please refer Amdt.01 to Bidding Document in this regard.

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			(c) "within 24 hours after the rejection time" When we have contract with BIFPCL why is the service provider exposed to suppliers intention and made responsible on the contract and also in shipping world it is there is no replacement in 24 Hrs. We would need to clear on responsibilities and respect the prevailing practices in shipping world.		
52.	COC 21	<b><u>Coal Spillage or loss</u></b>	We do lighterage for about 10 Mil Tons in India and we are not responsible for any quantity discharge from vessel with multiple receivers at the same port. The reason this practice has been developed is due to the fact the draft survey for barges are not precise and more ever with the output that needs to provided under your Tender in a tidal port would result in losing over 2hrs for draft survey at each end for a survey which is not even accurate. In India receivers representative monitor discharge at anchorage and jetty side. We suggest you to do draft survey on arrival of vessel and completion of discharge of vessel to check all cargo is discharged at transshipping location & keep security arrangement on each barge to ensure all cargo that is loaded on barges at transshipping point is reaching your jetty. We would request you to advice what type of changes you could make in this term to contract.		Provision of the Bidding Document shall prevail.
53.	COC 21	Coal Quality	A service provider would not have access on what quality of cargo is loaded and also how does the cargo quality remain the		Please refer clarification give at sl. no. 48 above.

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			same during the voyage transit. More ever internationally it is known fact that coal supplies are never to declared quality. Moreover never heard in any India or in other international market that a transporter would be made responsible for the quality of cargo loaded on their vessel. We suggest you could seal the hatches of vessel at load port and open them at disport and in same way seal the barge hatches. We would request you to advice what type of changes you could make in this term to contract.		
54.	COC 23	Payment	We have understood payment terms as 30 days after the completion of discharge of cargo at CDP which means the payment cycle would be about 45-50 days from vessel loading at load port. In international shipping practice full ocean freight is paid within 3 days of loading completion. With your payment terms During peak season Service provider will have arrange for working capital of about US\$ 20 Mil ( 800K for 50 days X US\$ 25 ) which we find it too high. Moreever borrowing cost is very High in Bagladesh and passing such interest cost to Client would make the offers Non-Competitive. We would request you to advice what type of changes you could make in this term to contract.		Provision of the Bidding Document shall prevail.
55.	Tech. Spec.	<b><u>Attachment 4.4 on Jetty Information</u></b>	We are not being shared Length of the Jetty which we would granted to the service provider. We intend to bring in Long barges/vessel of about 160-170 Mts LOA. For the operation method we intend to operation we would need confirmation		Provision of the Bidding Document shall prevail.  The length of jetty with other details are shown in the attached drawings.

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			of 350-360 Mtr dedicated to the service provider. We would request you to grant this confirmation.		With regard to the selection of vessel/barge, please refer EIA reports and clearances.  The arrangement shown in the drawings can be accommodated. This may be discussed during contract finalization and / or execution stage. Please refer effective length of feeding from the drawings enclosed with the Bidding Document for placement of barge / vessel.
56.			After how many days , SP will get payment ?		Prospective bidder may please refer Clause 23.3 (Payment Terms) of Conditions of Contract (section-III) of Bidding Document.
57.			After how many days , Bid Securities of non-responsive bidders will get back ?		For return of bid security, prospective bidder may please refer clause 5.14 of Instructions to Bidder (Section-II) of the Bidding Document.
58.			What is the payment term? - Any advance with work order? - After submitting invoice how many days will be required to get 100% payment?  Payment term: Deposit + Advance outlay Excluding Customs clearance / duties / insurance / detention / demurrage / other government related procedures.		There is no provision of advance payment under the contract.  Prospective bidder may please refer Clause 23.3 (Payment Terms) of Conditions of Contract (section-III) of Bidding Document.
59.			When will Bid Securities be returned (in case of non-responsive bidder)?		For return of bid security, prospective bidder may please refer clause 5.14 of Instructions to

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					Bidder (Section-II) of the Bidding Document.
60.			What will be country wise loading port(s)? - Which port(s) for Indonesia? - Which port(s) for Australia? - Which port(s) for South Africa? - Which port(s) for ----- - Which port(s) for-----		Prospective bidder may please refer Schedule 5 (Coal Loading Point and Loading Rate) of Conditions of Contract (Section-III) of Bidding Document.
61.			<b>Maximum how much time (in hours/days) will be required to load Ship/Vessel?</b>		Prospective bidder may please refer Schedule 5 (Coal Loading Point and Loading Rate) of Conditions of Contract (Section-III) of Bidding Document.
62.			<b>Maximum how much time (in hours/days) will be required to unload Ship/Vessel?</b>		Prospective bidder may please refer clause 6 of Attachment 4-4 (Coal Delivery Point) of Conditions of Contract (Section-III) of the Bidding Document.
63.			<b>Please can you fill up the blank with appropriate information?</b>  Discharge rate at Loading Point: _____ / 7 days to 9 days Loading rate at Discharge Point: _____ / 7 days to 9 days		Prospective bidder may please refer Schedule 5 (Coal Loading Point and Loading Rate) of Conditions of Contract (Section-III) of Bidding Document.

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