

IFB No : BIFPCL/MSTPP/COAL/8.0MMT/1046 Date: 12.03.2026	Bidding Document No: BIFPCL/MSTPP/COAL/2026/01	Clrf Doc. No : BIFPCL/MSTPP/COAL/2026/CLRF-01 dated 16.04.2026
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	Section Ref.	Clause Ref.	Page No.	Query	BIFPCL Clarification
1		Clause 5.2	03	<p>Definition of Dry Bulk Solid Commodities: Page 03 - Dry (bulk) solid commodity mentioned at Clause 5.2 above means dry solid bulk cargo Appendix-4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3 or Grain in bulk as per International Grain Code 1991.</p> <p>We would like to submit that certain dry bulk commodities (e.g ., fertilizers, sugar, rice, lentils) are often transported in bagged form at load port for operational, quality protection, and market specific reasons. This does not alter the nature of the commodity as dry bulk, nor does it materially change the logistics, handling, or transportation methodology.</p> <p>We have extensive experience in handling Bangladesh Government fertilizer cargoes, which are frequently shipped in 50 kg bagged form, while operationally being treated as dry bulk cargo.</p> <p>In view of the above, we kindly request that: Orv bulk commodities shipped in bagged condition be considered acceptable for qualifications purposes under this tender.</p>	Provisions of Bidding Document shall prevail. Material in bagged form shall not be considered as dry bulk solid commodities.
2	Sec-II	Clause: 8.3	Pg 37	<p>Performance Guarantee (PG) Page 37 - Performance Security in the form of Bank Guarantee(s) of an amount of the Contract Price for 10% of annual awarded quantity of Coal as per the contract price shall be furnished by the successful Bidder as per the proforma prescribed in the Bidding Document and shall be in currency of USD.</p> <p>As per the tender, the Contractor is required to furnish a Performance Guarantee equivalent to 10% of the</p>	Provisions of Bidding Document is clear and shall prevail.



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				<p>annual contract value, which may amount to approximately USD 55 million, based on prevailing market prices and annual contracted quantity.</p> <p>We respectfully submit that this level of Performance Guarantee is significantly higher than prevailing international practice for bulk commodity supply contracts. Typically, PG levels for coal supply to utilities range between 1% to 2%, and only in exceptional cases exceed this range.</p> <p>A 10% PG is generally applicable to EPC or infrastructure contracts, where execution risk is concentrated and milestone-driven. In contrast, the present contract is a continuous, shipment-based supply, where performance is inherently distributed and mitigated through shipment-wise delivery under L/C, independent inspection, and contractual adjustments.</p> <p>Further, such a high PG requirement imposes a significant financial burden on bidders due to utilization of banking limits, increased costs, and reduced liquidity, potentially restricting participation and impacting competitiveness.</p> <p>We request that:</p> <p>The Performance Guarantee be revised to 1%–2% of the contract value.</p> <p>Bidders be permitted to submit the Performance Guarantee in equivalent BDT, with exchange rate as per</p>	

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				Bangladesh Bank on the date of claim.	
3	Section-III	Clause No. 17.1 (a) (iii)	71-72	<p>Advance Payment Guarantee (APG) for claiming 70% initial payment Page 72 – 17.1 Initial Payment (a) (iii) Submission of unconditional and irrevocable Bank Guarantee of an amount equivalent to the initial payment in US Dollar (as per the specified proforma) and its successful verification with the issuing Bank. The Bank Guarantee shall be kept valid for at least ninety (90) days from the date of Bill of Lading.</p> <p>The requirement of a Performance Guarantee equivalent to 10% of the annual contract value represents a significantly high level of financial security by any international standard for bulk commodity supply contracts.</p> <p>Such a level of PG, in itself, already provides BIFPCL comprehensive protection against non-performance, nondelivery, and contractual defaults. In this context, the additional requirement of an APG results in duplication of financial security, without providing any meaningful incremental risk mitigation. Instead, it places an excessive burden on bidders' banking lines and financial capacity, and from a commercial and financing perspective, this leads to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Significant blocking of credit lines and/or collateral <input type="checkbox"/> Increased guarantee issuance costs <input type="checkbox"/> Reduced liquidity / working capital available for execution of the contract <p>Such cumulative requirements are not aligned with prevailing international practices in commodity trading,</p>	Provisions of Bidding Document is clear and shall prevail.

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				<p>where typically either a reasonable PG or an APG is required, but not both at elevated levels. Given that the Performance Guarantee already provides adequate and enforceable security to safeguard the Employer's interests, the requirement of an APG becomes redundant and commercially onerous. Accordingly, we request that: The requirement for submission of Advance Payment Guarantee (APG) be deleted.</p>	
4	Section-III	Clause No. 16.4	Pg 71	<p>LC opening period for availing 90 + 10% payment term Page 71 - 16.4, If the contractor wishes to take the initial and interim payment (90%) together, then Letter of Credit (L/C) will be opened in any Scheduled Bank of Bangladesh three (03) days before the date of expected Bill of Lading (BL), provided that, the Contractor has to submit vessel nomination details, Laycan details and Proforma Invoice (PI) at least ten (10) days before of the expected BL date. As per contract terms, we note that the L/C is to be opened three (03) days prior to the expected BL date for availing 90% payment. We respectfully submit that this timeline is operationally impractical, as suppliers, vessel owners, and load port operations require the L/C well in advance to finalize cargo readiness, shipping documents finalizing, vessel scheduling, and berth planning. A three-day window exposes the Contractor to execution risks and potential delays. In view of the above, we request that: The L/C be opened at least fourteen (14) days prior to the expected BL date.</p>	Provisions of Bidding Document shall prevail.
5	Section-II	Clause No. Tax Deduction	Pg 23	<p>Tax Deduction at Source Page 23 - As per Bangladesh Income Tax Act & Rules, Tax Deduction at Source (TDS) shall be applicable.</p>	Provisions of Bidding Document are clear & shall prevail in this regard. Please refer to Clause

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		at Source		Bidder (s) is/ are expected to be conversant with the applicability and implication of TDS in their Bid. No Claims in this regard shall be entertained by BIFPCL. We understand that VAT and AIT shall be applied as per the prevailing laws of Bangladesh. However, it is understood by us that where L/Cs are negotiated through Bangladesh banks i.e for local bidder's, AIT is deducted at 3% currently during payment by BIFPCL, whereas in offshore negotiation structures for those of Foreign bidders and when LC is negotiated in a foreign country , such deductions are not applied and no AIT is levied. We seek to understand from you how this is a fair competition.	no. 5.7 of Section-II of the Bidding Document.
6	Section-I	5.2 (i), (ii), (iii) and (iv)	02	As per the clause eligibility is 1.6 MMT, only 20% of total quantity. PPR 2025 and Standard Tender Document (STD) e-PG4 ITT Clause No. 13.1 (8) stipulates the minimum requirement between 60% to 80% of total estimated cost. Therefore minimum eligibility should not be less than 4.0MM that will help BIFPCL to find a best technically eligible Bidder.	Provisions of Bidding Document shall prevail.
7	Section I	5.2 (i)	2	Requesting amendment as follows: "Bidder should have imported or exported and consumed by itself or supplied a minimum quantity of 1.6 Million Metric Tonne ("MMT") of dry (bulk) solid commodity(ies), such as Coal, Iron Ore, Fertilizers, Chemicals, Cement, or bulk Grain, in any continuous twelve (12) months period, under one or multiple contracts, during the past six (6) years, reckoned from the date of opening of the Technical Proposal." Justification: This amendment is requested to enable participation of large bulk importers, who regularly	Provisions of Bidding Document shall prevail.

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				import and handle substantial volumes of bulk commodities for their consumption. Such entities possess demonstrating capability in international sourcing, contract execution, shipping coordination, and supply chain management. Accordingly, inclusion of such experiences would enhance competition without compromising the technical intent of the qualification criteria.	
8	Section II	5.7	22-23	It is requested to clarify that any increase in Tax Deduction at Source in 2nd or 3rd year of the contract period than the 1st year, due to change in Tax by the government of Bangladesh, then the additional amount deducted at source over 1st contract year shall be reimbursed by BIFPCL.	Provisions of Bidding Document are clear & shall prevail in this regard. Please refer to Clause no. 5.7 of Section-II of the Bidding Document.
9	Section IV	16 (a)	112	Adjustment on account of Net Calorific Value As Received Basis (NAR): Adjustment and payment shall be based on net calorific value of the coal as received basis (NAR) at CLP.	Provisions of Bidding Document shall prevail in this regard.
10	Section – 3	17.1 (a) (ii) 17.2 (ii)	72 and 73	Both these clauses should ask for the exact same documents for payment, However, the documents asked for are slightly different. Please make it consistent to avoid ambiguity. Especially who has the issue the 1) Cert of origin 2) Mine source letter? Logically should be Independent Inspection Agency for both	Provisions of Bidding Document are clear & shall prevail in this regard. Bidder may please refer to Amendment No 01: BIFPCL/MSTPP/COAL/2026/A MDT-01 dated 16.04.2026 in this regard.
11	Section – 3	19	77	Who takes out insurance given the issues we are facing in the current tender?	Provisions of Bidding Document are clear & shall prevail in this regard.

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12	Section – 4	5	98	<p>“The Contractor shall further have to arrange for requisite plots at the port, for storage of imported coal procured by BIFPCL. The Contractor shall be responsible and liable for all delays arising out of non-availability of adequate plots at port. BIFPCL in no circumstances shall be responsible for such delay and/or be liable for any claim on such account. Also, the Contractor shall not hold BIFPCL responsible for such delays under any circumstances.</p> <p>The Contractor shall alone be responsible for watch and ward of the coal stock at such plots at port(s). It shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior coal, extraneous material etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Contractor”</p> <p>Since the coal is being delivered to BIFPCL at their jetty – how can this be in the contractors scope? Further in 5.2 (j) – “The Contractor shall alone be responsible for watch and ward of the coal for the Term;” - the contractor cannot take responsibility of the coal once it is delivered at the CDP to BIFPCL.</p>	Provisions of Bidding Document shall prevail.
13	Section – 4	8.1 (d)	101	<p>Why only 2 mines approved mines are permitted to supply at any time? This is a very challenging spec and flexibility to supply from any approved mines should be given.</p>	<p>Provisions of Bidding Document are clear & shall prevail in this regard.</p> <p>It is to be clarified that the Contractor may obtain approval for multiple coal mines. However, at any given time, coal</p>

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					supply shall be permitted from a maximum of two (2) approved mines only. If required, the approved mines may be changed with prior approval.
14	Section – 4	11 (v)	108	AFT, Ash Analysis and HGI only from composite samples and not barge sublots – can you please elaborate how this will work?	Provisions of Bidding Document are clear & shall prevail in this regard.
15	Section – II	5.7. 2/3/4/5/6/7	23	Will the TDS be applicable to bidder from different country other than Bangladesh in case of a consortium between foreign and Bangladeshi company? An amendment of this effect should specifically be mentioned in the bidding document.	Provisions of Bidding Document are clear & shall prevail in this regard. Please refer to Clause no. 5.7 of Section-II of the Bidding Document.
16	Section – III	16.4	71	LC will be opened from which banks of Bangladesh? Can the list of bank be mentioned?	Provisions of Bidding Document are clear & shall prevail in this regard. It may be mentioned that BIFPCL is presently opening L/C through Janata bank, Meghna Bank, Midland Bank, Bank Asia, Eastern Bank. However, BIFPCL may open L/C through any Scheduled Bank of Bangladesh.
17	Section – III	17.3	73	For Balance Payment, does the bidder required to submit the Final Invoice and other required docs through bank or directly to BIFPCL?	Provisions of Bidding Document are clear & shall prevail in this regard.

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					Documents for balance payment also should be submitted through Bank.
18	Section-III	16:4	71	Will the L/C issued by BIFPCL be transferable?	The L/C issued by BIFPCL is Non-Transferable.
19	Section I	5.1.2	Page 2	<p>A bidder can be a consortium of a maximum of four (04) firms, collectively meeting any one of the technical criteria stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) hereunder and financial criteria mentioned at Clause 5.3.</p> <p>Each partner of the consortium shall meet at least 25% of any one of the technical criteria requirements stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2 (iv), or AT LEAST 25% of the Financial Criteria mentioned at Clause 5.3(i).</p> <p>The consortium shall necessarily identify one of the partners as lead partner who shall meet on its own at least 51% of the Technical Criteria mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii), and at least 20% of Financial Criteria mentioned at Clause 5.3(i).</p> <p>We propose a revision to the consortium qualification requirements to allow for greater flexibility when a Lead Partner demonstrates exceptional standalone strength. Specifically, we request that the financial threshold for consortium members be REDUCED FROM 25% to 10% in cases where the Lead Partner independently satisfies 100% of the technical and financial qualification criteria.</p>	Provisions of Bidding Document shall prevail.

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				<p>This adjustment is supported by several strategic considerations:</p> <ul style="list-style-type: none"> • Enhanced Market Competition: Lowering the entry barrier for secondary partners encourages a more diverse pool of bidders. This prevents the exclusion of niche or emerging firms that offer specialized value but may not meet the current 25% financial threshold. • Risk Mitigation via Lead Partner Strength: When a Lead Partner fully meets all technical requirements, the primary execution risk is already addressed. Reducing the financial burden on sub-partners does not compromise project integrity, as the Lead Partner remains the anchor for delivery and liability. • Encouraging Strategic Partnerships: This relaxation allows Lead Partners to collaborate with innovative smaller firms based on their unique contributions rather than purely on their balance sheets, leading to a more robust and fair competitive landscape. • Alignment with procurement best practices: Modern international bidding standards often provide "de minimis" thresholds for consortium members when the primary entity carries the full weight of the technical & financial qualifications. 	
20	Section III	10.1	Page 64	+ -50% of the coal quantity can be changed by BIFPCL; We would like to propose a revision to the current coal quantity flexibility clause. While BIFPCL currently maintains a ±50% variance, we request that this	Provisions of Bidding Document shall prevail.

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				<p>tolerance be capped at $\pm 10\%$ to align with international industry standards.</p> <p>Our primary concerns regarding the current threshold are:</p> <ul style="list-style-type: none"> • Supply Chain Stability: A 50% variance creates significant operational volatility, making it difficult to maintain a reliable logistics and delivery schedule. • Contractual Constraints: Our long-term agreements with miners involve fixed annual quantity quotas. High fluctuations risk breaching these commitments or incurring substantial "take-or-pay" penalties. • Operational Predictability: Narrowing the range to 10% ensures a more disciplined procurement process, allowing both parties to optimize inventory levels and reduce the risk of stockouts or oversupply. 	
21	Section IV	9.2 B	Page 104	<p>We propose a revision to the current pricing framework, which currently relies exclusively on the Indonesian Coal Index (ICI2, 5500 NAR). We request that the mechanism be expanded to include and align with additional country-specific benchmarks—specifically from South Africa (API4/API3) and Australia (Newcastle/API6) or as decided to be applied dynamically based on the finalized source of origin.</p> <p>This modification is essential for the following strategic reasons:</p>	Provisions of Bidding Document shall prevail.

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				<ul style="list-style-type: none"> • Market-Reflective Pricing: Coal prices are highly sensitive to regional supply-demand dynamics and geopolitical factors. Relying on an Indonesian index for coal sourced from <u>South Africa</u> or <u>Australia</u> creates a fundamental pricing mismatch that does not reflect the actual market value of the commodity. • Supply Chain Diversification: A multi-index approach facilitates broader sourcing options, reducing over-reliance on a single geographic region. This protects the project from regional export bans, weather-related disruptions, or localized policy changes. <p>Mitigation of Financial Risk: Using indices from Argus Media and McCloskey for their respective regions ensures a high correlation between the contract price and the actual cost of procurement. This eliminates "basis risk" and prevents unfair financial advantages or losses for either party. Alignment with Global Procurement Standards: Incorporating multiple credible indices is a standard practice in international energy contracts and is recognized by regulatory bodies to ensure transparency and efficiency</p>	
22	Section II	5.7	Page 22	While the Bidding Document stipulates that BIFPCL will reimburse the Contractor for specific taxes and duties assessed on BIFPCL (including Custom Duty, AIT, VAT, and Port Charges), it does not define a mandatory turnaround time for such payments. We request the inclusion of a provision requiring BIFPCL to process these reimbursements within fifteen (15) calendar days from the date of submission of the original challan or documentary evidence. Furthermore, should BIFPCL fail to remit payment within this 15-day window, a prevailing market interest rate shall be charged on the	Provisions of Bidding Document are clear & shall prevail in this regard.

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				<p>outstanding amount until the date of actual payment (as mentioned in bidding document for payment delay).</p> <p>Genuine and Resolute Reasons for the Request</p> <p>Preservation of Working Capital: The scale of an 8.0 MMT coal contract involves massive tax outlays per shipment. Delays in reimbursement place an undue financial burden on the Contractor, effectively forcing us to provide interest-free financing for BIFPCL's statutory liabilities.</p> <p>Operational Risk Mitigation: A 15-day lead time ensures the Contractor maintains the necessary liquidity to settle subsequent shipments and port dues promptly. Without a guaranteed timeline, the resulting cash-flow volatility could lead to supply chain bottlenecks or delays at the Coal Delivery Point (CDP).</p> <p>Equitable Contractual Balance: The Bidding Document currently imposes strict penalties and interest on the Contractor for various defaults (pp. 30, 33). Introducing an interest penalty for delayed reimbursements creates a fair and reciprocal financial framework, incentivizing administrative efficiency.</p> <p>Alignment with International Standards: In "Single Point Responsibility" contracts of this magnitude, it is standard industry practice to include "Prompt Payment" clauses to ensure that the Contractor's performance is not hindered by administrative processing lags on the Employer's side.</p>	
23	Section II	2.9	Page 14	<p>With reference to the navigation from transshipment points (Fairway Buoy/Mazhar Point) to the Plant Jetty, we request BIFPCL to provide a guaranteed minimum draft of 7.0 meters in the Pussur River channel throughout the contract period. If the draft falls below this</p>	<p>Provisions of Bidding Document are clear & shall prevail in this regard.</p>

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				<p>level due to siltation, will the Contractor be compensated for the resulting 'dead freight' or the requirement to use additional, smaller-capacity lighters?</p> <ul style="list-style-type: none"> Reason: Shipments are planned based on specific barge DWT (typically 1000–4700 DWT). Unexpected draft reductions force under-loading, which exponentially increases the cost per tonne. The risk of river bed changes should be shared or mitigated by the Employer. 	
24	Section III	14	Page 68	<p>Clause 14.0 (Section III) discusses Demurrage and Dispatch. We request a clear definition of Turn Time (TT) at the Plant Jetty . Specifically, if a barge is unable to unload due to Jetty equipment failure (e.g., conveyor or unloader breakdown, etc), will this time be considered 'Laytime Saved' for the Contractor, and will BIFPCL be liable for barge stay-day charges?</p> <ul style="list-style-type: none"> Reason: The Contractor's responsibility ends upon arrival at the CDP. Any delay caused by plant-side infrastructure is an "Employer's Risk." Without this protection, the Contractor faces open-ended financial exposure for factors beyond their control. 	Provisions of Bidding Document are clear & shall prevail in this regard.
25	SECTION-IV	Clause 8.3	Page-103	<p>In case of the deployment of 03 hatch or higher hatch barges, 2% of total quantity measured for the particular barge of the corresponding three hatch or higher hatch barge shall be deducted from the final certified quantity of the shipment/ mother vessel.</p> <p>"How any bidder can manage so many 2 hatch barges of more than 3000mts when those are not available in Bangladesh How to determine individual percentage?"</p>	Provisions of Bidding Document are clear & shall prevail in this regard.

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				"Provisions of Bidding Document shall prevail. Please refer Qualifying Requirements of the bidder Clause 5 of Section-I and more particularly clause 5.2 (i)."	
26	SECTION-III	Clause 14(ii) & 16.4	Page 69	1. Demurrage and Despatch at the CDP & Burge & Lighter L/C issue "What is the guarantee of L/C issuance and if BIFPCL fails to issue L/C on time, why BIFPCL will not take the Demurrage liability if OGV."	Provisions of Bidding Document are clear & shall prevail in this regard.
27	SECTION-II	Clause 5.5	Page-20	Base Parameters of Coal Quality for quoting Bid Price: Base parameters and values thereof for quoting the Bid Price in the Price Schedule are as under: (i) Net Calorific Value As Received Basis- NAR : 5500 kcal/kg (ii) Ash (ADB): 12% (iii) Sulphur (ADB): 0.7% (iv) Size: Up to 50 mm, less than 2mm: 15% max (ADB: Air Dry Basis; NAR: Net As Received) Notwithstanding the above-mentioned quality parameters "Actually, this specification is more than ICI2 but tender mention base ICI2, such types of coal mine so rare in Indonesia and also Japanese company maximum mine booked this specification coal. For the reason price is so high than ICI2 (about 25%-30% premium add with ICI2) for purchase the coal. "	Provisions of Bidding Document shall prevail.
28	SECTION-IV	Clause 11(iii)	Page-108	However, the contractor/IIA shall maintain moisture testing facility at CDP. Moisture shall be determined jointly by the Inspection Company and BIFPCL at that facility. It shall be final and conclusive moisture of that sample. BIFPCL shall provide the space for the period of contract without any cost.	Provisions of Bidding Document shall prevail. Bidder may please refer to Amendment No 01: BIFPCL/MSTPP/COAL/2026/A MDT-01 dated 16.04.2026 in this regard.

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				"No IIA will agree to do moisture test in BIFPCL facility as BIFPCL lab is not accredited."	
29	SECTION-II	Clause 5.7 (6)	Page-23	<p>Any income tax e.g., Tax Deduction at Source (TDS) which is applicable as per the laws of Bangladesh during payment of the Contract price, shall be borne by the Contractor/ LC beneficiary. BIFPCL/ Bank shall deduct that TDS (if applicable) as per laws of the land and the deducted TDS shall not be reimbursed by BIFPCL</p> <p>"What is the exact existing applicable Bangladeshi law for Income Tax or source TAX (AIT/TDS) deducted by Bank from LC payment for Local & Foreign Company.</p> <p>Please clarify and share NBR Gazette "</p>	Provisions of Bidding Document are clear & shall prevail in this regard. Please refer to Clause no. 5.7 of Section-II of the Bidding Document.

