

IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Document No.: BIFPCL/MSTPP/COAL/CLRF.01
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 11.05.2021

Sub: Clarification No.01 on Bidding Document for Procurement and Delivery of Imported Coal at Plant Jetty (CDP) for 2x660 MW Maitree STPP at Rampal Upazila, Bagerhat District, Khulna Division, Bangladesh

Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement		Query	Clarification
1.	Section-I	Page 1 of 7	Clause 3.0	<i>Bid (Envelope-1& Envelope-2) Receipt Date & Time</i>	<i>Upto 11:00 Hrs. (BST) on 06.05.2021</i>	Due to aggravation of COVID pandemic it is difficult to coordinate with stakeholders, therefore, we request you to extend the bid submission date by one month that is 6th June 2021 instead of 6th May 2021.	The deadline for the Bid submission has been extended. Bidder shall refer Addenda-3 issued on 28.04.2021 and also available in BIFPCL website www.bifpcl.com , in this regard.
				<i>Envelope-1 (Technical) Proposal Opening Date & Time</i>	<i>06.05.2021 at 11:30 Hrs. (BST)</i>		
2.	Section-IV	Page 1 of 34	Clause 1 c)	<i>The Coal shall be sourced by the Contractor from Indonesia, Australia and South Africa.</i>		Our company owns and operates a big Coal Mine called Moatize Mine (20 Mt per annum capacity with 50:50 split between Coking & Thermal) in Mozambique and would be interested to supply to your Power Plant. But, we see from Tender document that you have restricted origin countries to be Australia / South Africa / Indonesia. Are you in a position to relax to include Mozambique. Otherwise, since we do not operate any Coal Mine in those three countries, we	No Change in source of coal countries is envisaged. The provisions of the bidding Document in this regard shall prevail.

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						would not be able to participate in your Tender.	
3.	Section-IV	Page 7 of 34	Clause 8 (B)	The Coal to be supplied under this contract shall be imported and shall be sourced from coal mines in Indonesia and / or Australia and / or South Africa, meeting the coal quality as mentioned in Attachment 4-6 to this section and approved by BIFPCL.		Provided you are fine to relax and include Mozambique as origin country, we also need your Technical Team to evaluate if specification of our Moatize Thermal Coal as enclosed will be acceptable as it does not exactly match your stated specification in the Tender.	Refer Clarification mentioned at Sl. No.2 above.
4.	Section-I	Page 1 of 7	Clause 3.0	Pre-Bid Meeting	12.04.2021 (11:00 Hrs. (BST))	We realize that the dates for Pre-bid Meeting and Final bid submission by 05-May-21 are too close and it will not be practically not possible for us to arrange for all the necessary documents as required in the Tender and participate in a meaningful way assuming you can agree for our above two points. We shall request you to consider postponement by at least one month if not more.	Refer Clarification mentioned at Sl. No.1 above.
				Bid (Envelope-1& Envelope-2) Receipt Date & Time	Upto 11:00 Hrs. (BST) on 06.05.2021		
				Envelope-1 (Technical) Proposal Opening Date & Time	06.05.2021 at 11:30 Hrs. (BST)		
5.	Section-I	Addenda -2 issued on 11.04.2021 and Page 1	Addenda-2 to IFB and Clause 3.0 of Section-I	As referred in Addenda-2 the Pre Bid Meeting to be held on Online Virtual Platform through Microsoft Teams Meet.		This has reference to scheduled pre-bid meeting on 12th April 2021, we understand that you are keeping this pre-bid meeting in virtual mode over Google meet on same day.	The Pre-bid meeting successfully held on 12.04.2021 as per the Addenda-2 to IFB issued on 11.04.2021. Many prospective bidders have actively
			Pre-Bid Meeting	12.04.2021 (11:00 Hrs. (BST))			

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		of 7 of Section-I			<p>We request you to keep this pre-bid meeting in physical mode considering tenure of coal supplies as well important conditions to be discussed and deliberated in person else purpose behind keeping pre-bid meeting shall not be served fruitfully.</p> <p>We understand that you shall not be able to hold pre-bid meeting in physical mode considering ongoing pandemic, rising covid cases there, restrictions for international travelers (mandatory quarantine period of 14 days) and on going national lockdown there.</p> <p>We sincerely request you to extend the date of this pre-bid meeting by at least 3 weeks and it shall enable bidders to participate in pre-bid meeting more effectively.</p>	participated in the pre bid meeting.		
6	Section-I & Section-II	Page 1 of 7 of Section-I and Page 7 of 33 of Section-II	Clause-3 of Section-I and Clause 2.9 of Section-II	<table><tr><td>Pre-Bid Meeting</td><td>12.04.2021 (11:00 Hrs. (BST))</td></tr></table>	Pre-Bid Meeting	12.04.2021 (11:00 Hrs. (BST))	As you aware that the number of daily positive cases of COVID -19 had started to increase in Bangladesh and the Government has announced a seven-days lock down and may be extended more days.	Refer Clarification mentioned at Sl. No.5 above.
Pre-Bid Meeting	12.04.2021 (11:00 Hrs. (BST))							

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(Signature)

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				<p><i>Bid (Envelope-1& Envelope-2) Receipt Date & Time</i></p> <p><i>Envelope-1 (Technical) Proposal Opening Date & Time</i></p> <p><i>Upto 11:00 Hrs. (BST) on 06.05.2021</i></p> <p><i>06.05.2021 at 11:30 Hrs. (BST)</i></p> <p><i>Following is stipulated at Clause3 of Section-I:</i></p> <p><i>Please refer Clause 2.9 of Section-II as mentioned under:</i></p> <p><i>The Bidder is advised to visit and examine the Project site, before submitting its proposal, to acquaint itself with, and determine the following transshipment locations are identified in the Mongla Port Authority's jurisdiction:</i></p> <p><i>(i) Fairway Buoy (during the period from November – March)</i></p> <p><i>(ii) Mazhar Point (during the period from April – October)</i></p> <p><i>It must be understood and agreed that completion time. The costs of such visits and examination shall be borne fully by the Bidder.</i></p> <p><i>The Bidder or its authorized representative(s) shall be granted permission by BIFPCL to enter upon latter's premises and lands</i></p>	<p>Understand that visiting BIFPCL Plant Rampal, Bagerhat is a required before attending pre-bid meeting for transshipment / shipping operations but Covid issue has hindered us visiting the plant site.</p> <p>Moreover, our overseas colleagues also intend to join in the pre-bid meeting as well . In view of present situation , we would like to request you to consider to extend the date of pre-bid meeting and obliged .</p>	

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			 and its personnel and agents from and against all liability in respect thereof and that the Bidder will solely be responsible as a result of the Site inspection.		
7.	Section-I	Page 3 of 7	Clause 5.3 (i)	The average annual turnover of the bidder, in the immediately preceding three financial years, as on 1st July 2020, should not be less than USD 215 Million (US Dollar two hundred fifteen Million) or its equivalent in any other currency, as evidenced by the audited financial statements of the bidder.	In the tender you have mentioned as the Average turnover of the bidder in the preceding 3 financial years as on 1st July 2020 should not be less than 215 USD million. YOU HAVE KEPT JULY 2020 WHEN THE TENDER IS COMING UP IN APRIL 2021, WE WOULD SUGGEST A CHANGE EITHER 3 YEARS PRECEDING JAN 2021 OR MARCH 2021.	Provision of Bidding document shall prevail.
8.	Section-IV	Page 4 of 34	Clause No.5	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.	Are you referring to storage plots at load port or discharge port? It is customary practice of coal suppliers/miners to have such arrangements at load ports, however, not at discharge port(s).	The plot for storage here is meant for plot at location other than CDP and the same is in scope of the bidder.
9.	Section-IV	Page 10 of 34	Clause 9.2, A) (a) (ii),	Reference Index: The following indices shall be applicable based on the source country of Coal:	Coal FOB reference index For coal supplied from Indonesia the FOB reference index to be	No changes in reference indices is envisaged. Bidding

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				<p>(i) AAXEX00 FOB Richards Bay 5500 NAR coal as published in Coal Trader International by S&P Global Platts for Coal sourced 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 sourced from Indonesia or Australia.</p>	used is AAVUW00 for FOB Newcastle 5500 NAR. Why are you using Newcastle index for referencing coal from Indonesia, whereas S&P is providing indices from Indonesia as well? You may reference coal from Indonesia with the FOB Kalimantan 5900 GAR index CSAKH00, either directly or under formula with FOB Newcastle 5500 NAR index.	document provision shall prevail.
10.	Section-IV	Page 11 of 34	Clause 9.2, B) (a) (i),	Reference Index: Baltic Exchange Supramax Index all 10-route weighted timecharter (BSI-10TC)	Freight reference index Reference index to be used is the Baltic Exchange Supramax Index all 10-route weighted time charter (BSI-10TC) only. For shipments in larger vessels such a Panamax and others, the BSI-10TC index will not correspond with the shipment. Please consider for baltic indices for larger/smaller shipment sizes.	The specified reference index is for future price adjustment for freight component of OGVs. Hence, Bidding document provision is clear and shall prevail.
11.	Section-II	Page 32 of 33	Clause 8.3.2	Performance Security in the form of Bank Guarantee of an amount of the Contract Price for 0.24 MMT of Coal as per the contract price shall be furnished by the successful Bidder as per the pro forma prescribed in the Bidding Document and shall be issued in the currency of USD	Performance security for CIF value goods of 240,000 mt This performance security amount will come abnormally high at more than USD 25 million, given current market freight, and will discourage many bidders, including us.	Bidding document provision shall prevail.

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					The high cost of the bank guarantee will add to the tender price unnecessarily which will be borne by BIFPCL at the end of the day. We request you to consider performance security for goods of 15% of year 1 quantity = 150,000 MT for betterment of all parties.	
12.	Section-I	Page 7 of 7	Clause 7	<i>The Bidding Document may be purchased by the prospective bidders from the address mentioned here below after making payment of BDT 50,000 or USD 700 in the form of Demand Draft or Pay Order in favour of Bangladesh-India Friendship Power Company (Pvt.) Limited towards the cost of the Bidding Document. Alternatively, prospective bidders may also download the Bidding Document from www.bifpcl.com, the website of BIFPCL; however, such bidders, at the time of bid submission, shall be required to pay BDT 50,000 or USD 700 in the aforementioned manner towards the cost of Bidding Document (and submit proof of such payment along with their Bid), failing which their bid shall not be accepted and shall be returned. Prospective bidders are advised to keep visiting the below mentioned website for any</i>	We downloaded the coal tender from the website. is that enough or do we need to buy the document physically pls let me know	Please refer Clause 7 of IFB, Section-I of the bidding Document, which allows bidder to pay the bidding document cost at the time of bid submission. The mode and value of payment is stipulated in the above clause.

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				<i>amendment(s)/clarification(s)/errata to the Bidding Document or any other information related to this Invitation for Bid, which shall be posted on the website.</i>		
13.	Section-IV	Page 8 and page 9 of 34	Clause 8.3 and 8.6	<p><u>Clause 8.6 stipulate as under:</u> <i>The Coal transportation including transshipment and barging shall be environment-friendly and designed to meet the requirement of applicable laws, national and International standards, rules of International association of classification societies, IMO 2020 for fuel and of the Ballast Water Management System, MARPOL 78 (SOPEP), IOPP, ISPP, IAPP as well as local regulation. In addition to above, it shall be the Contractor's responsibility to adhere to local requirements of Bangladesh, as may be applicable.</i></p> <p><u>Clause 8.3 stipulate as under:</u> <i>In case off-shore transshipment is selected within jurisdiction of Mongla Port Authority (MPA), following locations have been identified as given in EIA approval conditions:</i></p> <p>(i) Fairway Buoy - Fair Season Coal Transshipment Site (FSCTS). (ii) Mazhar Anchorage Point - Sheltered Coal Transshipment Site (SCTS) during monsoon season.</p> <p><i>It is in the Bidder's scope to approach the Mongla Port Authority (MPA) for</i></p>	Are any size of IMO registered (international classification society) class build hatch covered vessels of BD operates under DG, Dept. of shipping, Govt of BD and Port Rules allowed to transport coal from fairway Buoy/Mazhar point to Coal Terminal Jetty?	<p>Bidding Document is clear and shall prevail.</p> <p>However, refer clause 8.6 of Section-IV for class of vessel and clause 8.3 of Section-IV for route of coal transportation. Further, bidders are requested to get <u>acquainted themselves</u> with local condition and regulations regarding vessel requirement.</p>

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				<i>finalizing the exact location for both FSCTS and SCTS</i>		
14	Section-III	Page 62 of 72	Cl 25.2(b)	<i>The contractor shall comply with the following, to the extent relevant to the performance of its obligations under the contract ----- (b) applicable laws and regulations of the Flag State and Classification Society of the OGVs and TFs;</i>	Whether foreign flag vessel shall be allowed to transport local cargo transportation from Transshipment to Coal Terminal jetty?	BIFPCL have no reservation in using Foreign Flag vessels for local cargo. However, bidder has to obtain all the required clearances, permits etc. from the concerned authority. These are clearly specified in the different sections of the Bidding Document. <u>Bidder to familiarize and comply with the local legal requirements in this regard [refer Cl 25.2 (b) of Section-III].</u>
15.	Section-IV	Page 2 of 34 and Page 3 of 34	Clause 3.1 (d) & Clause 3.4	<i>Inform itself fully about Environmental Impact Assessment ("EIA") report and EIA approval conditions, which the Contractor has to necessarily abide by, while carrying out of the Work for entire duration of the Term of the Contract;</i> ENVIRONMENT IMPACT ASSESSMENT APPROVAL	Since last 3-5 years about 80-100 ocean vessel of 25000 are arriving at mongla port per month to discharge bulk cargo including Private coal, stone, clinker, etc. from Harbaria anchorage discharging into lighter vessels of capacity of 1000-2000 MT, that is about	Bidding document provision shall prevail. Bidder to familiarize themselves with the bid conditions.

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				<i>EIA Study for Coal Transportation for 2x660MW Maitree Super Thermal Power Project has been conducted and the said Report has been approved by the Department of Environment (DOE), Government of the People's Republic of Bangladesh, with certain conditions. The EIA Report is available on the website www.bifpcl.com. The EIA approval conditions stipulated by the DOE is placed at Attachment 4-2 of this Section. Bidders are advised to go through the approved EIA Report and consider the stipulations/ requirements for approvals/ maintaining of conditions of the same while devising the transportation/ transshipment solutions and performing the Work under the Contract.</i>	45 lighters vessels plying daily in the channel. *Considering above is there any possibility to increase the movement of vessels for Power plant? * As the EIA report prepared in the year of 2016-17 and published in Jan-2018 now the scenario is different	
16.	Section-IV	Page 3 of 34	Clause 3.3	<i>The Pussur river channel has the draft availability maintained by the Mongla Port Authority presently as under: a) The River bar having a draft availability of 8.5 m CD; b) 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; For the purpose of the bidding, bidders are advised to collect details regarding size and length of permitted OGVs and other restrictions from the Mongla Port Authority and/ or the jurisdiction of any</i>	1st, As per EIA report the channel and Mazhar point draft is showing only 8mtr. BUT in 2020 the mongla port authority did the capital dredging upto Mazhar point to Fairway, Now Port confirmed that the draft of Mazhar point is 10 mtr at low tide 2ndly, port authority has already started in February 2nd phase of dredging from Mazhar point to	The changes, if any, in present draft availability may be verified from MPA. MPA is sole authority for Channel dredging and maintenance. For draft availability from port to coal terminal

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				<i>other relevant port authority, as may be applicable.</i>	Port jetty (which is only 5 km from coal terminal). * Is there any plan of Power Plant management dredging from Port to Coal Terminal?	please refer the Technical Specification.
17.	Section-IV	Page 3 of 34	Clause 3.3	<i>For the purpose of the bidding, bidders are advised to collect details regarding size and length of permitted OGVs and other restrictions from the Mongla Port Authority and/ or the jurisdiction of any other relevant port authority, as may be applicable.</i>	As per port rules night navigation facilities is there and currently plying vessels in day-night. considering that would be possible to operate more vessels(more than 2) including vessel movement in night time?	Navigation should be in line with EIA conditions and MPA regulations.
18	Section-IV	Page 7 of 34	clause-7	<i>The Contractor, before the start of each Contract year, shall declare the Minimum Average Feeding Rate commensurate with the quarterly and yearly Coal quantity as scheduled along with justification for BIFPCL's approval. The Bidder may be asked by BIFPCL to demonstrate the Minimum Average Feeding Rate declared by them anytime from 2nd year of the Contract onwards.</i>	Since you have mentioned 1yr you have required 1 million Ton * Whether there is any restriction for quantity in monthly/or daily basis as mentioned in the tender docs clause-7, page-6 " Demonstration of Delivery rate at CDP(average feeding rate per day 16000MT)?	Provision of bidding document is clear. Minimum average feeding rate at the CDP is suggested to be 16000 MT/day but bidder may declare the rate commensurate with the quarterly and yearly coal quantity in line with bidding document.
19	Section-IV (Attachment -4-2)		Clause no.4.3 (Sl. No. 166) of Volume-II, EIA Report for	<i>"..... ..Mother vessel will carry the coal for transportation from the source countries to the anchorage points and then by lighterage vessel of capacity about 8,000 to 10,000 DWT (but not less than 5,000 DWT initially till power plant</i>	As per EIA report, suggested to deploy 8000-10000 lighter vessel use for coal transshipment where draft limit 5.5 m. Considering the 5.5m draft could we use 5.5m draft but quantity less the 8000MT?	Bidding document provision is clear in this regard.

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			Coal Transport ation for Maitree STPP	<i>stabilization) for further transportation up to the power plant jetty....."</i>		
20	Section-I	Page 3 of 7	Clause 5.2 (iv) and Sl. No.1 of Note to Clause 5.2 (Technical Criteria)	<i>Bidder should have performed Off-shore and/or On-shore transshipment operations with respect to a minimum quantity of 1.5 MMT of dry (bulk) solid commodity(ies), like Coal, Iron ore, Fertilizers, Chemicals, Cement, etc., in any continuous twelve (12) months period, in one or multiple contracts during the past six (6) years, reckoned from the date of opening of Technical Proposal. <u>In support of and in order to establish the aforesaid experience, the bidder shall furnish experience certificate from seller/ purchaser/ its client, along with certificate(s) in original from the statutory auditor(s) of the bidder, or any other relevant authentic document</u></i>	What documents evidence to be presented? Allotment of lighter vessel from WTC to the agent or performance certification from the receiver to the agent? Any specific documentary evidence??	Documentary evidence is already indicated in the bidding document. Bidder may please refer Sl. No.1 of Note to Clause 5.2 (Technical Criteria) in this regard of IFB.
21	Section-II	Page 18 of 33	Clause 5.8	<i>Whenever exemption in taxes, duties, and levies are available, the successful Bidder shall ensure to avail the benefit of exemption of any such taxes, duties, and levies. Wherever needed, BIFPCL will provide necessary assistance to the successful Bidder in this regard.</i>	Can BIFPCL liaison with Govt. for exemption instead of bidder and provide necessary documents for the exemption?	Provision of bidding document shall prevail. Change in provisions of the bidding document is not envisaged.
22	Section-II	Page 18 of 33	Clause 5.9 (1)	<i>The Bidder shall keep its Bid firm and valid for acceptance by BIFPCL for a period of one hundred and eighty (180)</i>	Possible for a lesser validity than 180 days? We propose 90 days. Possible?	Provision of bidding document shall prevail

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				<i>days from the date of opening of the Technical Proposal.</i>		
23	Section-II	Page 18 of 33	Clause 5.9 (2)	<i>A Bid valid for a period shorter than that specified above shall be rejected by BIFPCL as being non-responsive.</i>	A bid valid for a period shorter than that specified. Possible?	Provision of bidding document shall prevail
24	Section-III	Page 33 of 72	Clause 7.20	<i>The Contractor shall defend, indemnify and hold BIFPCL harmless from and against any claim or liability for any such applicable taxes, duties, fees, governmental impositions, assessments, premiums or penalties. Any penalties imposed by any authority on account of delay or non-payment of taxes, and duties, etc. shall be borne by the Contractor.</i>	Clause 12.3 outlines the tax or duties payable to the authorities. We submit that the ultimate responsibility in case of delay or non-payment shall be on BIFPCL (for the taxes and duties to the account of BIFPCL) if the reason of delay/non-payment is not attributable to the contractor	The taxes and duties mentioned at Clause 12.3 shall be paid by the contractor and the same shall be reimbursed by BIFPCL. Bidder shall refer Sl. No.1 of Amendment to Section-III issued vide Amendment-01 to Bidding Document in this regard.
25	Section-III	Page 30 of 72	Clause 7.15(i)	<i>submit monthly, quarterly, and yearly Environment Compliance Report in line with the approved EIA Report and maintain the EIA approval conditions. The Contractor shall be solely responsible for preparation of the above mentioned Compliance Report, in the manner acceptable to the concerned Authority of Government of Bangladesh. Modalities and form of report shall be decided during the Term of the Contract</i>	Which agency is suggested to report the compliance? Or bidder can certify themselves?	It is Bidder's responsibility to familiarize about the concerned authorities for reporting and compliance purpose. Report of compliance must include point-wise compliance of all points mentioned in EIA report along with necessary certificates/ supporting

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						documents. Further, in case of follow-up comments/observations from concerned authority(ies), it is Bidder's obligation to comply to the satisfaction of concerned Authority(ies)/ BIFPCL. Reports of compliance will have to be submitted to the concerned authority.
26	Section-III	Page 24 of 72	Clause 7.8 (b)	<i>ensure that the TFs are approved and classed by the Classification Society and insured in accordance with such Insurance Policies as may be required by Applicable Law, with first class and reputable insurers and P&I Clubs;</i>	Local barges are where no calibration and class approved by DG Shipping Bangladesh. Is that enough?	Provision of bidding document shall prevail
27	Section-III	Page 33 of 72	Clause 8.2 (b)	<i>keep the Contractor posted on a monthly, quarterly and yearly basis of the schedule of the Coal Shipments required to be delivered, and as per such scheduling, commit to off-take of the Coal as delivered (which if not available on account of a shortfall, shall be carried forward for utilisation in the subsequent months/ quarters, or cancelled, at the sole option of BIFPCL), subject to compliance by the Contractor of other specifications/ standards/ delivery</i>	We submit: " The shortfall in the schedule shall be carried forward subject to mutual agreement, if the reason of shortfall is not solely attributable to the contractor"	Provision of bidding document shall prevail

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				<i>stipulations as contained in the Bidding Documents;</i>		
28	Section-III	Page 34 of 72	Clause 10.2	<i>The Annual Planned Quantity of Coal shall be distributed on quarterly basis and further on monthly basis, considering the type and location of transshipment and the demand with respect to the Project. The Coal quantity for a quarter except for first quarter of the first year shall be confirmed by BIFPCL no later than 30 days prior to the start of the quarter.</i>	Our submission is that the delivery at the CDP requires a lot of activities starting from palnning at the source of coal, hence, 30 days prior notice from the expected delivery at CDP is a very small time frame. We suggest atleast 75 days' notice prior to the start of the quarter. Also, please also provide a timeline for confirmation of the quantity for the first quarter including the estimated commencement date, which shall be linked with the date of notification of award.	Prior notice days mentioned in Cl. No. 10.2 shall be revised from 30 days to 50 days. Bidder shall refer Sl. No.2 of Amendment to Section-III issued vide Amendment-01 to Bidding Document in this regard.
29	Section-III	Page 34 of 72	Clause 10.3	<i>It is expected that the quarterly quantity shall generally be distributed uniformly over the three months. However, any change in the monthly quantity demanded will be intimated 30 days prior to the start of the month.</i>	As mentioned above, we suggest atleast 60 days' notice	Prior notice days mentioned in Cl. No. 10.3 shall be revised from 30 days to 50 days. Bidder shall refer Sl. No.3 of Amendment to Section-III issued vide Amendment-01 to Bidding Document in this regard.

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30	Section-III	Page 35 of 72	Clause 10.6	<i>In case BIFPCL is not able to utilize the quarterly scheduled quantity, the shortfall shall be carried forward to the next quarter.</i>	We suggest the same shall be carried forward as per mutual agreement between BIFPCL and contractor, in terms of quantity to be carried forward and the new schedule for same	Provision of bidding document shall prevail.
31	Section-III	Page 38 of 72	Clause 12.6	<i>The contractor shall be required to submit the TIN or such other identification details to BIFPCL before the submission of the first invoice</i>	Please clarify the applicability in case of a foreign sole bidder	In case foreign bidder similar identification detail shall be submitted in line with provisions of Bidding Document.
32	Section-III	Page 39 of 72	Clause 14.1, a	<i>The Clause states that the demurrage for waiting if the berth is already occupied with previous barge shall be to contractor's account</i>	We submit that it shall be to the account of contractor only if the reason is solely attributable to the contractor	Provision of bidding document is clear in this regard
33	Section-III	Page 40 of 72	Clause 14.3	<i>No demurrage shall be payable by BIFPCL if the barges or vessel are not fully in accordance with the technical Specification and the EIA guidance</i>	Please specify the technical specification of the barges	Bidder to decide the size of Barges. However, it shall be in accordance with EIA report and specification clauses 2.4 and 7.8 (c) of section III.
34	Section-III	Page 41 of 72	Clause 16.1	<i>The clause mentions that "all payments from BIFPCL to the contractor shall be made in the bid currency(ies)</i>	We have following queries in that regard:- 1. The bid currency as per the tender document is USD, hence please clarify if all the payments for the entire scope	Bidder's understanding is correct with regard to bid currency except

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					of work will be made in the bid currency.	reimbursement of Taxes, duties and charges as applicable in Bangladesh and which are exclusive of contract price under ITB Clause 5.7.2 of Section-II. The reimbursement shall be done in Bangladesh Taka. Bidder shall refer Sl. No.1 to Amendment to Section-III issued vide Amendment No.01 to Bidding Document.
					2. As per the tender stipulations, any international/foreign bidder meeting the qualification criteria can be participate as a sole bidder (not as a consortium) provided they meet the qualification requirement. Please clarify how the payment will be effected to the sole bidder which is a foreign entity	The payment shall be done in line with bidding document. Refer CI 16.3, Section-III.
35	Section-III	Page 42 of 72	Clause 16.4	<i>The Clause states that the LC will be opened within 30 days of verification of the Bank Guarantee</i>	We wish to submit that 30 business days is a long time	As per provision of bidding document LC shall be opened

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					and shall be reduced to 7 business days	within 30 days, however effort shall be done to reduce time period as much as possible.
36	Section-III	Page 57 of 72	Clause 22.2 (d)	<i>The access channel becoming unfit for navigation or transhipment</i>	Who assures draft of the channel (5.5 m)? We presume the draft is guaranteed by BIFPCL? As such any delay / damages on account of non-availability of 5.5 m draft is solely to be on BIFPCL's account?	The Pussur river channel has the draft availability maintained by the Mongla Port Authority. However, the specification requirement in this regard shall prevail.
37	Section-IV	Page 1 of 34	Clause 2.0	<i>The Contractor shall supply imported Coal from the designated mine(s) to be approved by BIFPCL, considering the parameters/ conditions stipulated in the Bidding Documents, to MSTPP Plant Jetty (i.e. the Coal Delivery Point) on a single point responsibility basis (i.e. delivered at MSTPP Plant Jetty), including but not limited to arranging vessels, stevedoring, handling the scheduled shipments, storage, cargo insurance, port clearances, arranging and ensuring transhipment and.....</i>	Storage at CDP attributes to BIFPCL what role bidder have?	Bidder understanding is correct and hence bidder has no role with regard to storage at CDP.
38	Section-IV	Page 3 of 34	Clause 3.3 (b)	<i>The Pussur Channel - draft availability 5.5 M CD.</i>	It is possible round the year to un 8K MT barges? Bangladesh does not have any 8K MT barges, max is 4-5K MT capacity. Also it is verified that	Compatible barges in line with bidding document and EIA requirement are to be deployed.

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					when a 4-5K MT barges are not possible to run all throughout the year? What BIFPCL has to say to counter this fact?	
39	Section-IV	Page 4 of 34	Clause 5.0	<i>Plot for Storage?</i>	Bidder have allot plot or provided by BIFPCL? Bidder's scope of work is upto the CDP. Pls specify.	Please refer Clarification at Sl. No. 8 above.
40	Section-IV	Page 4 of 34	Clause 5.0 (Para 4)	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.	<i>Caretaking of stored coal</i> Does it come under scope of work of Bidder?	Bidder's understanding is correct. Caretaking of coal in their storage area is in the scope of the Bidder. Please also refer Clarification at Sl. No. 8 above.
41	Section-IV	Page 6 of 34	Clause 5.2 m) (ii)	Scope of Work shall also include the following aspects: (ii) Allow for building up of shore storage of coal to maintain a suitable buffer quantity;	<i>Buffer Quantity</i> Any specified quantity each year or each month?	No specific quantity is specified. However, bidder is to maintain suitable buffer quantity for uninterrupted supply to meet the monthly, quarterly and annual scheduled quantity.
42	Section-IV	Page 6 of 34	Clause 7.0	<i>To avoid any constraint in the continued supply of Coal to the requirement of BIFPCL, it is suggested that the</i>	<i>Minimum avg Feeding rate abt 16K MT PWWD FSHINC</i>	Provision of bidding document is clear in this regard. Bidder

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				<p><i>Minimum Average Feeding Rate should be 16,000 MT per day at the CDP.</i></p> <p><i>The Contractor, before the start of each Contract year, shall declare the Minimum Average Feeding Rate commensurate with the quarterly and yearly Coal quantity as scheduled along with justification for BIFPCL's approval. The Bidder may be asked by BIFPCL to demonstrate the Minimum Average Feeding Rate declared by them anytime from 2nd year of the Contract onwards.</i></p>	16K is not possible as per our investigation and knowledge. What basis 16K MT discharge is calculated?	may go through the complete Clause 7.0 of the Technical Specification.
43		Page 7 of 34	Clause 7 (para 2)	<i>The Contractor, before the start of each Contract year, shall declare the Minimum Average Feeding Rate commensurate with the quarterly and yearly Coal quantity as scheduled along with justification for BIFPCL's approval. The Bidder may be asked by BIFPCL to demonstrate the Minimum Average Feeding Rate declared by them anytime from 2nd year of the Contract onwards.</i>	<i>Demonstration of Minimum Average Feeding Rate 1st Year not required? Only from 2nd Year?</i>	Provisions of bidding document is clear.
44	Section-IV	Page 8 of 34	Clause 8.1 (c)	<i>"Blending of coal is not allowed in any form. In case of any exigency, when coal supply from the designated coal mine(s) is hampered"</i>	<i>Blending of coal 5500 NAR is not possible from RSA without blending. How then bidder can comply this clause.</i>	Blending of coal is not allowed. However, for acceptable range of coal under this contract bidder shall refer to Attachment 4-6 of Section-IV.
45	Section-IV	Page 9 of 34	Clause 8.4	Considering that import coal price is linked to indexation and each shipment	<i>Pricing linked with lighter vessel / barges</i>	Provisions of the bidding document is

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				may have a different price, it would be essential to link lighter vessel/ barges with each shipment. The successful bidder/ Contractor shall accordingly identify the lighter vessel/ barges with each shipment for the purpose of pricing.	Can BIFPCL elaborate how they linked pricing of coal with lighter vessel/barges.	clear and shall prevail.
46	Section-IV	Page 10 of 34	Clause 9.2, A	<i>The clause specifies the Reference Indices as 5500 NAR published by S&P Global Platts</i>	We wish to highlight that S&P Global Platts is not a widely followed index from the market participants and hence many a time not a true representation of the market. Therefore, in the interest of BIFPCL we propose to use the more representative reference indices, e.g. the most widely used price marker for coal originating from South Africa is "API4" which is published by Argus/McCloskey's on a weekly basis. Similarly, the most widely accepted marker from Australia is Global coal Newcastle.	No changes in reference indices is envisaged. Bidding document provision shall prevail.
47	Section-IV	Page 15 of 34	Clause 13.0	Utmost precaution shall be exercised by the Contractor at the time of loading of vessel at CLP. Coal having specifications beyond the specified range of the Technical Parameters as per Attachment 4-6 of this section, as determined by the Certificate of Analysis at the CLP, shall not be loaded in the vessel at the CLP. The Coal of	<i>How happens to the rejected coal, if any</i> Rejected cargo can be disposed in Bangladesh at Bidder's cost? BIFPCL will provide all NOC for such disposals??	Bidder may also refer Clause 13.2 of Section-III in this regard.

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				specification beyond the specified range of the Technical Parameters as per Attachment 4-6 at the CLP or as delivered at the CDP, shall be liable for rejection by BIFPCL. BIFPCL shall not be held responsible for any financial loss to the Contractor in any circumstance in case of rejection. Any quantity of Coal so rejected by BIFPCL pursuant to the Contract shall be deemed to not have been supplied by the Contractor for the purposes of the determination of the deficiency/ shortfall in supply by the Contractor (and Contractor's liability for failure to supply any quantities shall take into account such quantities so rejected).		
48	Section-IV	Page 7 of 34	Clause 8.1 B)	<i>The Coal to be supplied under this contract shall be imported and shall be sourced from coal mines in Indonesia and / or Australia and / or South Africa, meeting the coal quality as mentioned in Attachment 4-6 to this section and approved by BIFPCL. Bidder has to necessarily identify and provide the details of two or more coal mines in Attachment-4 of Technical Proposal (as per the proforma placed in Section-V(A) of Bidding Document), meeting coal quality as stipulated in the technical specification. The coal mines shall be approved by BIFPCL after opening of the financial proposal in line with the provisions of the Bidding Document and</i>	<p><i>Bidders are required to propose a minimum of 2 coal sources for approval of BIFPCL and once approved, bidders shall supply from the same mines</i></p> <p>The duration of tender is upto 5 years and during this period many new sources (suitable for BIFPCL plants consumption) can come into operation during the currency of the contract. Hence we wish to submit below for consideration:-</p>	Provisions of bidding document are to be complied. Bidder may also refer Clause 8.1(C) of Section-IV in this regard.

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				<i>data furnished by the Bidder in Attachment 4 of its Technical Proposal, and the supply of coal will take place under this contract from the approved coal mines only. Coal mines offered by the lowest evaluated bidder shall be taken up first for verification and approval. In case the mines proposed by the bidder in the technical proposal are not found to be meeting the data furnished by the Bidder in its Technical Proposal and at least two mines are not getting approved, bidder may be given one-time opportunity to offer alternate mine(s) for approval. Even in such case, if the alternate mines are found not to be meeting the requirement of BIFPCL, the bidder's proposal shall not be considered further for evaluation. In such case, the coal mines proposed by the second lowest evaluated bidder shall be taken up in line with the provision of ITB clause 7.13.</i>	Successful bidder shall have the option of getting new coal sources (strictly in line with the coal specification given in the tender) added in the approved list of coal sources, during the execution of the contract. As per our understanding its a healthy practice for an end-user of BIFPCL's stature to keep adding the compliant sources on an ongoing basis.	
49	Section-IV	Page 7 of 34	Clause 8.1 B)		<p><i>Mine supporting documents</i> Many big coal producers are generally reluctant to public the details and supporting documents outlined in the attachment and hence the format of the attachment may result in being restrictive wherein significantly small number of coal sources can be proposed by the bidder to BIFPCL in compliance with the tender.</p> <p>Therefore, we propose that the mine details sought in the tender shall be limited to detailed coal specifications alongwith the full certificates of analyses, declarations of annual production and</p>	Provisions of bidding document are to be complied.

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					logistics facility. This will enable BIFPCL to get more coal sources onboard and help in having a healthy number of coal sources.	
50	Section IV	Page 4 of 34	Clause 5	<i>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.</i>	contractor to arrange plots of land for storage of imported coal and liable for delays arising out of non availability of adequate plots at port. The idea is to deliver the coal direct to the power plant. the plant should have sufficient storage place and responsibility should not be with the contractor to take up extra storage.	Clarification mentioned at Sl. No.8 may be referred.
51	Section III	Page 35 of 72	Clause 10.4 Clause 10.5	<i>At least three (3) months before the commencement of each quarter, BIFPCL shall submit to the Contractor, the required quantity for the following four (4) delivery quarters. The quantity schedule will include BIFPCL's option as noted in Clause 5.1 of Technical Specification (Section IV). BIFPCL's option for the first delivery quarter shall be firm.</i> <i>At least thirty (30) calendar days before the commencement of each month, BIFPCL shall submit to the Contractor a</i>	when will the actual delivery schedule be confirmed? We will need advance notice – at least 5 months prior arrival into the discharge port in order to ensure timely delivery. Clause 10.4 and 10.5 in section III mention the quantity will be firm up only 30 days prior commencement of each month of delivery at the plant.	No change in Clause 10.4 is envisaged. Further, bidder to refer clarification mentioned at Sl. No. 28 and 29 above and necessary amendment in Clause 10.2, 10.3 and 10.5 issued at Sl. No.2 , 3 and 4 respectively of Amendment to Section-III issued vide Amendment-01 to

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				<i>supply schedule, which covers firm quantity for the first month and tentative quantity for remaining two months of that quarter.</i>		Bidding Document in this regard.
52	Section IV	Page 6 of 34	Clause 5.2 (o)	<i>Contingency Plan: Scope shall also include the contingency plan in the event of any breakdown, malfunction or loss of performance of the Transshipment Facilities. The Contractor shall keep ready the contingency plan and keep BIFPCL informed so that uninterrupted services can be ensured. All charges to meet the requirement shall be to the account of Contractor;</i>	Contingency plan. Does this mean contractor not able to declare FM?	Contingency plan and Force majeure condition is well defined in the bidding document. Please refer Clause 22 of Section-III for Event of Force Majeure.
53	Section IV	Page 10 of 34	Clause 9.2	<i>Reference Index: The following indices shall be applicable based on the source country of Coal: (i) AAXEX00 FOB Richards Bay 5500 NAR coal as published in Coal Trader International by S&P Global Platts for Coal sourced from South Africa. (ii) AAVUW00 for FOB Newcastle 5500 NAR coal as published in Coal Trader International by S&P Global Platts for Coal sourced from Indonesia or Australia.</i>	pricing using platts for both RB and Aust not feasible. The coal that the plant is looking for will be pricing off Newcastle index for Australia, ICI index for Indonesia and API4 for south Africa. No one in the industry uses the platts index for this. From a risk management point platts index is impossible to manage.	No changes in reference indices is envisaged. Bidding document provision shall prevail.
54	Section IV	Page 18 of 34	Clause 16 C	<i>Adjustment on account of Ash Content(ADB): (i) For 12% (Base value) < Ash (ADB) ≤ 21% and ASH (ARB) ≤ 18%Weight of the shipment received at the CDP</i>	Ash adjustment. If the ash is 19%Arb but 20% ADB, which ash adjustment formula do we follow? Why is the ash adjustment on tonnage instead of on a \$ per	The provisions of bidding document is clear. Further, the formula mentioned at Clause

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				<p>shall be reduced by the quantity calculated as under.</p> $Q(r)_{\text{Ash}} (\text{MT}) = A \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$ <p>(ii) For ASH (ARB) > 18% or Ash (ADB) > 21%</p> <p>If the actual Ash content of a shipment as stated in the Certificate of Analysis at CDP is greater than 18%(ARB) or greater than 21%(ADB), and the shipment qualifies for rejection as per clause 13 herein above (Rejection), BIFPCL at its sole discretion, may accept the shipment, however, in such case weight of the shipment received at the CDP shall be reduced by the quantity calculated as under.</p> $Q(r)_{\text{Ash}} (\text{MT}) = 3 \times Q \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$ <p>Where,</p> <p>Q is Coal received weight,</p> <p>B is percentage value of Ash in coal received (ADB basis)</p> <p>C is the base parameter value of Ash (ADB)</p> <p>(iii) For ASH (ADB) ≤ 12%</p> <p>No adjustment shall be applied in this case.</p>	<p>1% adjustment. Industry ash adjustment is always on a \$ per 1% adjustment.</p>	<p>16 (c) (i) is having typographical error please read 'A' as 'Q'.</p> <p>Bidder shall refer Sl. No. 1 of Amendment to Section-IV issued vide Amendment-01 to Bidding Document in this regard.</p>
55	Section IV	Page 7 of 34	Clause 8.1 and Attachment 4-6,	The imported Coal to be supplied under the contract shall be as per the specified range for quality parameters as mentioned in Attachment 4-6 to this	is the coal max/min fixed? Are there any room for adjustment? SA coals generally run 23-24% on the	Volatile Matter (VM) mentioned at Attachment 4-6 of Section-IV and

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				<i>section. Coal having specifications beyond the specified range of the technical parameters shall not be loaded in the vessel at the load port. The Coal quality parameter beyond the specified range shall be liable for rejection by BIFPCL. BIFPCL shall not be held responsible for any financial loss to Successful Bidder in any circumstances in case of rejection.</i>	VM. The Na2O will be an issue for some coals loading out of Indonesia. The Sio2 is very tight on for the coals loading out of Australia	Atchment-4 of Section-V(A), is having typographical error. May please read the VM range '24-45' in place of '26-45'. Bidder shall refer Sl. No.2 of Amendment to Section-IV issued vide Amendment-01 to Bidding Document in this regard.
56	Section III	Page 44 of 72	Clause 17.2.1 (ii)	<i>Fax/photocopy of shipping documents which shall include (1) Bill of Lading; (2) Certificate of Country of Origin; (3) Insurance certificate for the cargo; (4) Coal Load Port Analysis certificate of ITA (5) Certificate of Weight (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine(s) shall be from the list of BIFPCL approved mines] (7) Certificate of Hold Cleaning.</i>	Certificate of country or origin – is this from the independent inspection company? Or issued by the government authority.	Certificate of country of origin shall be from the authorized agency like Chamber of commerce or any other agency authorized by the respective country. Provisions of bidding document shall prevail.
57	Section III	Page 38 of 72 and Page 50 of 72	Clause 13.1 &	<i>Fax/photocopy of shipping documents which shall include (1) Bill of Lading; (2) Certificate of Country of Origin; (3) Insurance certificate for the cargo; (4) Coal Load Port Analysis certificate of ITA (5) Certificate of Weight (6) Submission of certificate indicating the Mine (s) from</i>	Title and risk. Title transferred is at loading port but risk of loss and damage belongs to seller until coal arrives at the plant. This will create an issue for claims because seller does not hold title to the cargo. The	Provision of bidding document is clear in this regard. Refer Clause 19 of Section-III also in this regard.

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			Clause 19.3	<p><i>which the coal has been sourced [the name of mine(s) shall be from the list of BIFPCL approved mines] (7) Certificate of Hold Cleaning.</i></p> <p><i>Providing for itself as the insured, the Contractor shall ensure that BIFPCL and the Sponsor are designated as the co-insureds in respect of all such insurance policies obtained (or caused to be obtained) by the Contractor, and BIFPCL shall be designated as loss-payee in respect of all such insurance policies; provided that the amounts recovered from any insurances obtained in respect of any loss or damage to the coal, OGV, Transshipment Facilities or loss of life or property, environment, etc. shall in the first instance be applied for the rectification of the damages or compensation for such losses.</i></p>	insurance is to insure BIFCPL or Seller?	
58.	Section IV,	Page no. 7, and Page no. 27, Attachment 4-6	Clause 8.1 and Attachment 4-6	The imported Coal to be supplied under the contract shall be as per the specified range for quality parameters as mentioned in Attachment 4-6 to this section. Coal having specifications beyond the specified range of the technical parameters shall not be loaded in the vessel at the load port. The Coal quality parameter beyond the specified range shall be liable for rejection by BIFPCL. BIFPCL shall not be held responsible for any financial loss to	<p>"ATTACHMENT 4-6- COAL SPECIFICATIONS"</p> <p>We like to know whether BIFPCL agrees to accept broad range of specifications in order to widen the competition and more efficient as well effective price discovery process by way of</p>	The provisions of bidding document shall prevail.
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				Successful Bidder in any circumstances in case of rejection.	<p>inviting more number of offers and increased participation.</p> <p>Under accepted range, we wish to know whether (Total Moisture + ASH) % can be capped.</p> <p>Proposed specifications of coal as per attached Annexure -1 of this document for your acceptance</p>	
59	Section IV,	Page No. 16-18, Sub	<p>Clause c)</p> <p>Clause 16 b) & c)</p>	<p>Adjustment on account of Total Moisture & c) Adjustment on account of Ash contents</p> <p>There is provision for price adjustment due to Total Moisture (ARB) and Ash (ARB) separately.</p> <p>Clause 16, b) Adjustment on account of Total Moisture (ARB) and c) Adjustment on account of Ash Content (ADB) / (ARB)</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>	The provisions of bidding document shall prevail.

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60.	Section -II,	Page no. 13-16	Clause 5, Sub Clause 5.5,	2. Base Parameters of Coal Quality for quoting Bid Price : NAR : 5500 Kcal/Kg Ash (ADB): 12% Sulphur (ADB): 0.79% Size: 0-50 mm, Below 2 mm-30% Max	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.	Bidders understanding is correct. The provisions of bidding document shall prevail.
61.	Section-II	Page 13-16	Clause 5, Sub Clause 5.5,	3. Price Adjustment, Sub Clause 3.2 For the purpose of price adjustment, the indices and base value for the price components shall be as under: Reference Index and Base Value of the reference index on the last Friday 28 days prior to the date of opening of Technical Proposal. Even for the Ocean Transportation, Base Value for Freight (BSI0): Value of the Reference Index [Baltic Exchange Supramax Index all 10 route weighted timecharter (BSI-10TC)] as on the last Friday 28 days prior to the date of opening of Technical Proposal & Base Value for Bunker component : Value of the Reference Index (Price of Marine Fuel (0.5%) Bunker delivered at	We request clarification on following: (i) Since it is mentioned clearly in sub clause 3.1 on Page no. 14 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 28 days prior to date of opening of Technical Proposal. (ii) Let opening of Technical proposal is 6th May 2021, how shall you or bidder consider these base	(i) Base value and manner of price adjustment please refer Clause 9.2 of Section-IV. (ii) As per provisions of bidding document, last Friday 28 days

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				<p>Singapore published by S&P Bunkerwire) as on the last Friday 28 days prior to the date of opening of Technical Proposal.</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) as on the last Friday 28 days prior to the date of opening of Technical Proposal.</p>	<p>values as on last Friday 28 days prior i.e. 9th April 2021 (Friday)?</p> <p>(iii) Is BIFPCL limiting vessel size (MV for transportation of coal from origin till transshipment point) as Geared and grabbed</p>	<p>prior to the date of opening of Technical proposal shall be 2nd April 2021 and not 9th April 2021 considered by bidder considering opening of Technical proposal on 6th May 2021. Regarding the base value of reference index 28 days prior to the date of opening of Technical Proposal is final and bidder has to comply the same.</p> <p>(iii) Bidder may <u>deploy</u> any type of vessel during execution of contract as per their choice.</p>

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					<p>supramax vessel because you are providing reference index for Supramax Index only.</p> <p>(iv) Why is BIFPCL not willing to take 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?</p> <p>(v) 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 28 days prior to date of opening of</p>	<p>However, the price adjustment shall be done based on Supramax vessel in line with the bidding document.</p> <p>(iv) Please refer (iii) above.</p> <p>(v) Base value of reference Index is for price adjustment during actual supply. Bidder shall comply to the provisions of bidding document.</p>

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					technical proposal. How shall you evaluate. (vi) Further it is mentioned under Sample calculations on Page 32-34 of Section IV that you shall adjust price based on Indexes for FOB, Freight (BSI and Bunker) as average of these indices for Calendar month preceeding the date of bills of lading. Why are you not considering these indices as Calender month average for the month of Bills of lading ?	(vi) Provision of bidding document is clear. Bidder shall comply with the provisions of bidding document.
62.	Section -II 13-16,	Page 13-16	Clause 5, Sub Clause 5.5,	Point no. 5 on Pages 5-6 of Section II, Break up of Bid / Contract Price FOB: Minimum 60% of Bid Price Ocean Transportation: 20% Minimum of Bid Price Transhipment and Barging Price: Minimum 12% of Bid Price & Insurance: Minimum 0.5% of coal FOB price.	We like to understand rationale and logic behind restricting minimum % levels for separate price components of CIF price for CIF delivery? Is it necessary that FOB price and Ocean Freight shall have minimum certain level of GAP? Example: Say , FOB of 5500 NAR Indo coal on 9th April is US\$ 80.00, Freight in Supramax is US\$ 18, Transhipment & Barging are	Provisions of the bidding document is clear and bidder to comply the same.

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					<p>US\$ 20 and Insurance is \$0.25. CIF is US\$ 118.25.</p> <p>Freight comes out as 15% of CIF, will bidder increase freight by US\$ 5.5 to maintain minimum 20% of Bid Price.</p>	
63.	Section-II	Page 14	Sub Clause 3.2 (a)	<p>You are considering:</p> <p>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>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>	<p>We seek clarifications from you on the following:</p> <p>Why are you considering indices published by S&P Global Platts only?</p> <p>Why can you not consider to include API 4 published in Coal Price Index Report by Argus / McCloskey's and Miners supply coal to all buyers from South Africa basis this index?</p> <p>Why can you not consider to include gcNEWC Index published by Global Coal & ICI 2 / ICI 3 index published by Argus/Coalindo (Indonesian Coal Index Report), for coal sourced from Australia & Indonesia as Miners from Indonesia sell coal basis Indonesia Coal Index Report</p>	No changes in reference indices is envisaged. Bidding document provision shall prevail.

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					<p>and miners from Australia sell coal basis gcNEWC.</p> <p>We are sure that you would be aware about specifications of 5500 NAR South African and Australian Coal, Ash contents are about 19/20 % typical and TM as 8-12 % where as you have considered coal with Ash contents on ARB above 18% under Rejection. What is rationale behind these indices as Base and reference index for FOB when you intend to purchase coal with Lower Ash contents and have also kept TM rejection on Higher side?</p> <p>Considering supplies of imported coal on long term basis linked to Index price, it is advisable to include widely traded and accepted coal indexes for coal originating from Indonesia, Australia and South Africa.</p>	<p>The reference index of coal in specification is for price adjustment. However, bidder shall quote the price based on the base parameter as indicated in clause 9.1 of Section-IV.</p>
64.	Section IV,	Page No. 5,	Sub Clause 5.2, c)	It is mentioned that "Transshipment operation can be performed off-shore or On shore. Offshore transshipment can be done anywhere as per Contractor's	<p>It is admitted fact that:</p> <p>The location of plant makes it imperative to use waterways to</p>	Bidders to comply with provisions of the bidding documents.

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	Section-III,	Page No. 40,	Clause 15.1,	<p>choice. However, on-shore transshipment can be done only within Bangladesh territory"</p> <p>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>transport & deliver coal at plant.</p> <p>Mongla port cannot handle Panamax & other large size vessels and therefore only smaller vessels of 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>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>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</p>	

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					<p>period for discharge and thus advantage of lower freight with capsized vessel is negated.</p> <p>Showing CTS as point of discharge is a restrictive clause 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, Bangladesh has already agreed to use Dhamra port in India as transshipment port for third country trade. 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 attached herewith as Annexure-2.</p> <p>Allowing third country export of coal with BIFPCL as final</p>	

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					<p>destination via Dhamra port (India) will offer and ensure the following:</p> <p>Lower ocean freight as Dhamra can handle capesize vessels.</p> <p>Cheaper port handling as compared to much more expensive mid-sea transshipment</p> <p>Dhamra being all-weather port would ensure evenly spread smooth supplies round the year</p> <p>Environment friendly transport in barges from Dhamra 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.</p> <p>Minimal formalities and issues as two friendly governments would iron-out all hinderances</p>	

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					<p>The BLs issued for each barge would act as supplementary to original BL for OGV which will show Dhamra 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>	
65	Section II,	Page No. 33,	Sub Clause 8.8 (2)	"The Bidder will be deemed to have a satisfactory understanding of, including but not limited to, The Bangladesh Merchant Shipping Ordinance (BMSO), 1983, The Bangladesh Flag Vessels (Protection) Act, 1982, and the laws, rules and regulations of the People's Republic of Bangladesh on the Goods, Materials, and Services, as applicable under this Contract"	<p>We like to understand and seek clarification from you whether foreign flag lighter vessels / barges for transshipment operations are not allowed under BMSO and /or Bangladesh Flag Vessels (Protection) Act, 1982.</p> <p>Are foreign flag lighter vessels / barges for transshipment operations allowed under</p>	Bidders are required to comply with the provisions of bidding document. Regulatory requirement of lighterage vessel/ barges has been indicated in various places in the bidding document.

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					<p>Coastal Shipping agreement? Incidentally India allows to convert foreign flag vessels into Coastal movement vessels on specific application.</p> <p>We are of opinion that BIFPCL will be in position to optimize their costs towards transshipment charges by way of widening the competition due to increase in number of required specifications of lighter vessel(s) / barges (as per the requirements of the approved Environmental Impact Assessment (EIA).</p>	<p>Further, bidders are requested to refer clause 8.8(2) of Section-II, Clause 7.8, Clause 7.15 and Clause 25 of Section-III and Clause 8.3, Clause 8.6 and Clause 8.7 of Section-IV.</p> <p>All necessary permission as required in this regard shall be obtained by bidders.</p>
66.	Section III,	Page No. 40,	Sub Clause 14.2, b)	<p>Demurrage and Despatch at the CDP</p> <p>"If the Coal Delivery Point is unable to provide the CDP Guaranteed Minimum Average Unloading Rate for reasons attributable to BIFPCL, Demurrage for the Barges or the Vessel shall be applicable for the used Laytime in excess of the Allowed Laytime and shall be payable by BIFPCL"</p>	<p>We request BIFPCL to advise Guaranteed unloading rate for lighter vessels / barges discharging coal at RAMPAL Jetty. It is required in order to calculate costs as well Freight rates for transshipment operations.</p> <p>What do you mean by Average Unloading Rate?</p>	<p>The provision of bidding document is clear and shall prevail. Further, bidder may also refer Sl. No.6(ii) of Attachment 4-4, Section-IV.</p> <p>Bidder shall also refer Sl. No.3 of Amendment to Section-IV issued</p>

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						vide Amendment No.01 to Bidding Document in this regard.
67.	Section III,	Page No. 40,	Sub Clause 14.2, b)	The rate of Demurrage for the Barge or the Lighter vessel shall be USD 2000 per day of delay or part thereof, provided that the barge or the lighter vessel shall not be of size smaller than 8000 MT. No Demurrage shall be paid for smaller size barges or Lighter vessels.	<p>We seek clarification from BIFPCL on capping Demurrage rate as USD 2000 PDPR for barges and why can you not consider the demurrage rate in accordance with widely accepted industry practice, demurrage/despatch rate at the time of nomination of Lighter vessel(s) / Barges to BIFPCL considering prevailing market scenario.</p> <p>Shall BIFPCL consider to make it USD 4,500 per day or part thereof?</p> <p>We also seek clarification from BIFPCL for not allowing Bidders to use self propelled covered barges of coal carrying capacity from 5000 MT ~10,000 MT for first year of contract?</p> <p>Contractor will require some time for establishing the</p>	<p>The Provisions of bidding document shall prevail with regard to Demurrage rate at CDP.</p> <p>Bidder shall refer clause no.4.3 (Sl. No. 164) and Clause No. 4.6.3 (Sl. No. 182) of Volume-II, EIA Report for Coal Transportation for Maitree STPP. As per which minimum</p>

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					<p>efficient supply chain and to fulfill the requirements of the tender. Barges with 8,000 DWT fulfilling the LOA, beam, draft restrictions shall not be readily available and if need arise, the Contractor has to utilize readily available assets in the Bangladesh/ India region which may be of lower capacity.</p> <p>Demurrage payment shall be adjusted on pro rate basis for lower capacity barges.</p> <p>We like to understand from BIFPCL whether EIA has restricted number of lighter vessels / Barges for coal transportation every 24 hours?</p> <p>Is 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>size of 5000DWT barges are allowed till power plant stabilization.</p> <p>Bidder to comply with provisions of bidding document.</p> <p>Refer Clause 4.6.3 (Sl. No. 185) of Volume-II, EIA Report for Coal Transportation for Maitree STPP regarding No. of lighter vessels/ barges.</p>

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					<p>Due to very trim availability of self propelled covered barges with carrying capacity of minimum 8000 MT coal, BIFPCL should allow bidders to use smaller barges (minimum coal carrying capacity as 5000 MT). It shall also widen the competition among service providers due to increased availability of barges for transshipment operations and BIFPCL shall be in position to optimize related costs.</p> <p>We also expect BIFPCL to understand associated Capex as well ROCE while ordering new barges of 10,000 DWT for period of 3 years and carrying tonnage of about 7.2 million tonnes during 3 years which is also not guaranteed by BIFPCL as there is no commencement date in bid document.</p>	<p>Bidder to comply with specification requirement and EIA conditions</p> <p>Bidder shall refer Clause 4 and 5 of Section-IV for terms of contract and total quantity during terms of contract. Further, the commencement date shall be intimated to successful bidder in line with the Clause 5 of Section-III.</p>
68	Section II,	Page No 17	Clause 5.7	The Bid/Contract Price quoted in the Financial Proposal shall be exclusive of	The Bid/Contract Price quoted in the Financial Proposal shall	Quoted provision of bidding document

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			Taxes and Duties, Point No. 2	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 expenses, or mooring charges or any other port services related costs and expenses) in each case, as applicable in Bangladesh, which shall be to the account of the BIFPCL	<p>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 expenses, or mooring charges or any other port services related costs and expenses) in each case, as applicable in Bangladesh, and any related penalties, fines, and interest in respect thereof, which shall be to the account of the BIFPCL.</p> <p>We seek clarification from BIFPCL on these taxes, duties, levies, statutory charges related to navigation, anchorage, river whether Bidder should not consider these items while calculating transshipment and barging costs.</p> <p>What are any other port services related costs and</p>	<p>by the bidder is not correct.</p> <p>Bidders are requested to refer the Clause 5.7.2 of ITB, Section-II which are applicable in Bangladesh and shall be to the account of BIFPCL. Any other port services related costs and expenses if not exclusively mentioned in the above clause shall deemed to be included in the quoted price.</p> <p>Bidder shall comply with provisions of the bidding document.</p>

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					expenses which shall be to Bidder's account?	
69.	Section II,	Page No. 17	Clause 5.7 Taxes and Duties, Point No. 3	Any payment of penalties, fines, and interest, arising from a delay or default in payment of the taxes, duties, levies, port and anchorage charges, navigation charges, and any other charges to the concerned Authorities shall be borne by the successful Bidder.	<p>Any payment of penalties, fines, and interest, arising from a delay or default in payment of the taxes, duties, levies, port and anchorage charges, navigation charges, and any other charges to the concerned Authorities shall be borne by the successful Bidder</p> <p>We seek clarification from BIFPCL whether this clause (Point No 3) is not contradicting to Point No.2 as you have mentioned same charges in Point No. 3 but payment of penalties, fines and interest arising from delay or default in payment to Bidder's account.</p> <p>Who shall be responsible to pay taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the</p>	<p>Bidder shall also refer Sl. No.2 of Amendment to Section-II issued vide Amendment No.01 to the Bidding Document.</p> <p>Bidder shall comply with provisions of the bidding document.</p>

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
					Services/ Work under the Contract?	
70.	Section II,	Page No. 18,	Clause 5.9 Validity of the Bid	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	When will BIFPCL execute order and advise firm delivery schedule for commencement of coal supplies? If BIFPCL has requested for validity of Bids for 6 months from the date of opening of Technical proposal, how shall BIFPCL ensure bidder sufficient time for readiness of required resources in order to meet delivery schedule. Prevailing International coal as well Freight markets are very much volatile and shall BIFPCL allow technically qualified bidders to submit Price Bids with shorter and reasonable validity?	Bidder shall comply with the provisions of bidding document.
71.	Section III,	Page No. 34,	Coal Quantity , Clause 10.1	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.	We seek clarifications from BIFPCL on rationale behind keeping tolerance of +/- 25% in BIFPCL option as variance for annual tonnage shall be huge.	Bidder shall comply with provisions of bidding document. Further Bidder shall also refer Clause 5 and Cause 10 regarding schedule,

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
					<p>What shall be timelines / notice period for providing FIRM SCHEDULE with an option of +/-10% standard vessel tolerance in Sellers account considering overall duration required for loading of vessel, voyage from Indonesia / South Africa / Australia, transshipment voyage.</p> <p>Is 30 days notice / intimation for change in monthly quantity sufficient considering aforesaid timelines i.e. related to loading + Voyage ?</p>	<p>Section-III of the Bidding Document.</p> <p>Please refer Clarification at Sl. No. 28 above.</p>
72.	Section III,	Page No. 36,	Coal Quantity , Clause 10.8	In case the supplied and off-taken yearly quantity is below the Annual Planned Quantity during a Contract Year for reasons attributable to 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>We seek clarification from BIFPCL, how shall bidder manage coal stocks / inventory in their account because of short fall quantity during entire one year.</p> <p>Why BIFPCL is not considering short fall quantity on quarterly basis instead of waiting for full one year and then also proposing to take short fall quantity in next 6 months?</p>	Bidder shall comply with provisions of bidding document.

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
					If BIFPCL considers to receive shortfall quantity of one year during next 6 months, Shall BIFPCL reduce same quantities of coal from their original requirement schedule in order to accommodate additional tonnages?	
73.	Section III,	Page No. 36,	Coal Quantity , Clause 10.8	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 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.	We seek clarification from BIFPCL on rationale behind keeping flat US\$ 4.5 PMT for failure to accept delivery during previous 18 months. Is this compensation rate per MT sufficient for bidder to supply committed volume of your required specifications elsewhere under distress sale and also cover idling charges, huge costs to vessel owners under long term COA for short fall quantities, and certain fixed charges /costs to maintain resources required for delivery of coal basis CIF Rampal.	The provisions of the bidding Document shall prevail.
74.	Section III,	Page No. 38,	Title & 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	We seek clarification from BIFPCL on this clause as how shall master of vessel shall record BIFPCL as legal owner	The provisions of the bidding document as mentioned at Clause

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			Clause 13.1	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 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	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.	13.0 are clear and shall be adhered to.
75.	Section III,	Page No. 45,	Balance Payment , Clause 17.3	<p>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.</p> <p>Any balance adjustment as may be necessary on account of quality and quantity parameters, shall be settled through debit/credit notes and payment/reversal thereof shall be made within fifteen (15) Business Days (excluding the day of receipt) from the receipt of such debit/credit notes.</p> <p>If the settlements do not take place in the given time frame, BIFPCL reserves the right to adjust the same in the next available payment</p>	<p>Should BIFPCL not include adjustments on account of Demurrage / Despatch for lighter vessel(s) / Barges under Balance Payment?</p> <p>What is rationale behind reserving rights to adjust the balance payment in next</p>	<p>Bidder shall comply with the provisions of bidding document.</p> <p>Demurrage/ Despatch shall be settled separately within 15 days of its Invoicing.</p> <p>Bidder shall refer Sl. No.5 of Amendment to Section-III issued vide Amendment-01 to Bidding Document in this regard.</p> <p>Provisions of bidding document is clear and shall prevail.</p>
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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
					available payment as what shall be such reasons attributable for delays beyond 15 business days for mutual reconciliation and agreement on balance payment?	
76.	Section III,	Page No. 20,	Commencement and Duration Clause 5.0	<p>5.2 Commencement of Services</p> <p>The date arrival of first Barge at the CDP 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 accordance with the provisions of Clause 20 of the Conditions of Contract</p>	<p>We seek clarification from BIFPCL on Commencement date which they have linked with anticipated commencement date as well Deemed commencement date.</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>	Provisions of bidding document is clear and shall prevail.

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77.	Section III,	Page No. 42,	Payment Clause 16.0	<p>16.4</p> <p>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> <p>In case of any Amendment in the L/C is necessitated by BIFPCL, charges shall be borne by BIFPCL</p>	<p>We seek clarification from BIFPCL whether they can issue / 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>You have not specified whether BIFPCL shall establish LC payable at Sight?</p>	Provisions of bidding document is clear and shall prevail.
78.	Section III,	Page No. 32,	Sub Clause 7.17.4 and 7.17.5	<p>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</p>	<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</p>	Provisions of the bidding document is clear. Bidder may also refer Clause 23.0 of Conditions of Contract, Section-III.

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				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 relation to) the care and custody, and for any loss, damage or injury to its Personnel, plant and equipment	by the Contractor for this project.	
79.	Section III,	Page No. 39,	Sub Clause 14.1, Laytime	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 Contractor and shall not count as Laytime	<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</p>	Provisions of bidding Document is clear and shall prevail Bidder may please refer Clarification mentioned at Sl. No. 80 below .

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					not provided guaranteed discharge rate too for which we have sought clarification.	
80.	Section III,	Page No. 40, Page No.25	Sub Clause 14.2 Demurrage & Despatch at the CDP Attachment 4-4 on Page No.25	CDP Guaranteed Minimum Average Unloading Rate for typical bulk vessel/barges with capacities between 8000 to 10000 DWT is 800 tph to 900 tph.	We seek clarity on below from BIFPCL: As we understand, each ship unloader installed at CDP has a capacity of 1000 tph (average for coal). Demurrage shall be payable by BIFPCL on failure to achieve the CDP guaranteed minimum average unloading rate. In Section IV-Attachment 4-4, the CDP guaranteed minimum average unloading rate is casually quoted as 800 to 900 tph for a barge of 8000 to 1000 DWT, in fair weather. We request BIFPCL to define it as a fixed number in tph for barges of 8000 to 1000 DWT or a fixed laytime to complete the discharging. BIFPCL, if consider it safe, is willing to deploy more than one ship unloader on the barge for better productivity.	800 to 900 tph unloading rate is for vessel/barges with capacities between 8000 to 10000 DWT. However, for guarantee purposes Minimum Average Unloading Rate for fully loaded to its capacity typical bulk vessel/barges with capacities between 8000 to 10000 DWT shall be 800tph considering fair weather. Bidder shall also refer Sl. No.3 of Amendment to Section-IV in this regard.

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81.	Section IV:	Page No. 3,	Clause 3.3 : Navigation Restrictions	<p>The Pussur river channel has the draft availability maintained by the Mongla Port Authority presently as under:</p> <p>The River bar having a draft 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>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/ 3rd party claims not recoverable through the underwriter of the H&M and P&I insurances.</p> <p>Can BIFPCL provide us copy of Navigation channel survey for CD of 5.5 meter?</p>	<p>The provisions of the bidding document are very clear and shall be complied with. Bidder may further refer Clause 3.1 c) of Technical Specification, Section-IV of the bidding Document in this regard.</p> <p>Bidders are requested to approach MPA or any other concerned authority.</p>
82.	Section IV :	Page No. 23,	Attachment 4-2 Approval Conditions : EIA Report for Coal Transportation to	<p>Point No. 37 on Page 4 of this report annexed to tender document:</p> <p>"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 has been mentioned in the EIA Report"</p>	<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</p>	<p>Bidder may also refer Clause 8.3 of Section-IV. which stipulates Transshipment operations can be performed off-shore or on-shore. Off-shore transshipment can be done</p>

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			Rampal Jetty		transshipment location outside Bangladesh or MPA limits.	anywhere as per the Contractor's choice.
83.	Section IV :	Page No. 23,	Attachment 4-2 Approval Conditions : EIA Report for Coal Transportation to Rampal Jetty	Point No. 40 on Page 4 of this report annexed to tender document: 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. EIA Approval date is 31st January 2018.	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. Has BIFPCL secured renewal of EIA report and request you to share latest EIA approval.	The approval of EIA for Coal Transportation is in place and is being renewed every year by BIFPCL. However, the contractor may refer Clause 7.15 of Section-III.
84.	Section-II				1) For both the bank guarantee(s) requirement of Bid Bond and Performance Bond, in case of a bid through a consortium, will it be accepted if more than one bank guarantee is submitted but the aggregate amount covers the bank guarantee amount as required by BIFPCL ? For example, for the bank guarantee (bid bond) requirement of USD 2,300,000 and considering a bid is submitted by a consortium	Bidder may give multiple Bank Guarantee (maximum 4) for the total value of Bid Security / Performance Security. The multiple Bank Guarantee for bid security shall be on account of the title of any of the consortium partners or all the consortium partners. However,

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					<p>comprising company A (coal supply partner) and company B (barging partner). And the consortium submits 2 banks guarantees as follows:</p> <p>For USD 1,300,000 by company A and</p> <p>For USD 1,000,000 by company B</p> <p>Would a bank guarantee submission as per above be acceptable by the BIFPCL ?</p>	<p>the multiple Bank Guarantee for performance security shall be on account of all the consortium partners.</p> <p>Bidder shall also refer Sl. No.1 & 3 of Amendment to Section-II issued vide Amendment No.01 to Bidding Document</p> <p>Further, bidder shall refer Clause 5.11(2) and Clause 8.3(3) of Section-II for more clarity.</p>
85.	-	-	-	-	1) Is there any chance of postponing the Bid Receipt date due to Covid 19 wave?	Bidder Shall refer Clarification mentioned at Sl. No.1
86.	-	-	-	-	2) Is there any mechanism in place to hear our complaints regarding red-tapes and other irregularities (in case of such things occurring after winning	Bidder may approach suitable Statutory Authority of Bangladesh.



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					the bid) and take prompt action?	
87.	-	-	-	-	<p>in Indonesia before the Bank publishes the guarantee we apply some requirements they ask. One of their requirement is to tally up the "Value of Project" which is it didn't available yet in this project.</p> <p>The question is how can you help/ suggest solution with this issue?</p> <p>Or is there any other option of bid security from such as insurance guarantee?</p>	<p>Bidder is requested to refer BIFPCL official website in this regard https://www.bifpcl.com</p> <p>Bidders are required to submit the Bid Security as per the value and manners asked in the Clause 5.11 & 5.12 of ITB, Section-II of the bidding Document.</p>
88.	-	-	-	-	<p>It is so clear when you describe Onshore Transshipment Option can you describe more details for Off shore Transshipment Option. It written that Transshipment can done as per contractor's choice is this mean that BIFPCL can handle the rest of the Transshipment responsibility?</p>	<p>Provisions of the Bidding Document is clear and bidder may refer Clause 5 (detailed Scope of Work) and Clause 8.3 (Transshipment) of Technical Specification, Section-IV of the Bidding Document.</p>

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89.	-	-	-	-	Is there a minimum capacity we must fulfill from each transshipping?	The provisions of bidding document is clear in this regard. Bidder may refer Clause 7 of Section-IV.
90.	Section-I		Clause 5.2(i) (Technical Criteria)		If the bidder can qualify basis this technical and the financial criteria in clause 5.3, then the bidder can be a pure trader and can participate as a single firm without any mine owning consortium partners - i.e. without a mine owner ?	Provisions of the Bidding Document are clear. Bidder shall refer Clause 5.0 of the IFB, Section-I of the Bidding Document.
91.	Section-II		Clause 2.4		All consortium partners to be jointly and severally liable for the execution of the contract - does this mean that if a mine owner is a consortium partner responsible only for FOB sales - but if BIFPCL levies penalties due to environmental damage at the discharge port - the mine owner will also be liable ?	Bidder's understanding is correct each consortium partners shall be jointly and severally liable for execution of the contract. Provisions of the Bidding Document shall prevail.
92.	Section-II		Clause 2.4		Will BIFPCL provide the bidders the list of approved	Bidder shall refer Clause 8.1(B) of Technical Specification,



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					coal mines to all the bidders? If so, when?	Section-IV of the Bidding Document in this regard.
93.	-	-	-	-	Based on new spec (NAR 5500), in what numbers are the penalty & rejection values for each parameter?	Please Refer Clause 13 and Clause 16 of Technical Specification, Section-IV in this regard.
94.	-	-	-	-	If there is a penalty, how much is USD / MT for each parameter?	Bidder shall refer Clause 16 of Section-IV in this regard.
95.	-	-	-	-	Is there any bonus for each parameter if the parameter value is below the number subject to the penalty?	Bidder shall refer Clause 16 of Section-IV in this regard.
96.	-	-	-	-	If based on the new spec (NAR 5500), can the Ash parameter value be a maximum of 15%? And for the maximum sulfur parameter value of 1.0%?	Bidder shall comply with Clause 8.1(A) and Attachment -4-6 (Coal Specifications) of Technical Specification, Section-IV of the Bidding Document.
97.					Please explain how the payment system ?	Bidder shall refer Clause 16 and 17, Section-III.
98.	-	-	-	-	If there is a PB (Performance Bond), we ask the LC to be	Provisions of the bidding are clear and

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					issued first, after our Bank Officer verifies the LC received and is declared correct and valid, then we will issue a PB (Performance Bond).	shall prevail. Bidder shall refer clause 8.4.2 and 8.6 of Section-II and Clause 16.3, 16.4 of Section-III in this regard.
99.	-	-	-	-	We propose to use SBLC instead of LC in this transaction, considering the long-term contract, where the SBLC here is only used as Guarantee Payment. And the SBLC value is only 3 (three) times the number of coal shipments per month, while the payment can use TT / transfer or use MT 103 after Final quality determination at loading port.	Provisions of the bidding are clear and shall prevail. Please refer clause 16.3 and 16.4 in this regard.
100.	-	-	-	-	We ask for sufficient time (approximately 25-30 days) to load the coal onto the ship/MV from the date the LC was issued	Provisions of the bidding shall prevail.
101.	-	-	-	-	Final Quality Determination will be at loading port (This is mandatory).	Provisions of the Bidding Document shall prevail.

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Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 11.05.2021

Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
102.	-	-	-	-	Please inform the name of the surveyor that will be appointed by the Buyer in this transaction?	Bidder shall refer Clause 10, Technical Specification, Section-IV of the Bidding Document.
103.	Section-IV	5 of 34	Clause 5.2(g)	<p>Clause 5.2(g) stipulate s under:</p> <p><i>"MSTPP Plant jetty is the Coal Delivery Point. This is built and owned by BIFPCL as described in Attachment 4-4 to this section. Unloading of the barges/vessels at CDP shall be performed by Ship Unloader. Ship Unloader shall be operated by BIFPCL"</i></p>	Please confirm the ability the port of unloading, is it 50,000 MT or more or less than 50,000 MT?	<p>Bidder shall note that the plant Jetty is suitable for handling lighterage vessels/ barges upto 25000 DWT vessels.</p> <p>For details please refer Sl. No. 7 of Attachment 4-4 of Section-IV wherein Jetty Layout Drawings, Ship Unloader GA, Typical Mooring Layout (indicative) are enclosed. Further, one revised drawings of Jetty Layout for handling of upto 25000DWT vessels at plant jetty is being issued as an Amendment.</p>



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						Bidder shall refer Sl. No.4 of Amendment to Section-IV issued vide Amendment-01 to Bidding Document in this regard.
104.	-	-	-	-	Please inform us of the discharging rate at the port of unloading?	Bidder shall also refer Sl. No.3 of Amendment to Section-IV issued vide Amendment No.01 to Bidding Document
105.	-	-	-	-	This transaction will be based on the laws and regulations applicable in Indonesia.	Provisions of the Bidding Document shall prevail.
106.	-	-	-	-	If there is any dispute and there is no way out and MUST BE UP TO ARBITRATION, then the ARBITRATION place will be used in Indonesia Arbitration	Provisions of the Bidding Document shall prevail.
107.	-	-	-	-	Will the wharf work 24/7 ?	Provisions of Technical specification shall prevail. Bidder shall Sl. No. 1 of Attachment 4-4

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						of the Technical Specification, Section-IV of the Bidding Document.
108.	-	-	-	-	What is the size (Quantity in Mt and CBM) of the Shore stockpile ?	The query does not pertain to tendering conditions.
109.	-	-	-	-	Is the shore stockpile covered or open ?	No shore stock pile in CDP is envisaged. For detailed scope of work please refer Clause 5 of Section-IV.
110.	-	-	-	-	What is the belt takeaway speed from the wharf ?	Unloading of coal from lighterage vessel/barges at CDP shall be done by BIFPCL. Further regarding the unloading rate from lighter vessel / barges please refer Sl. No. 6(ii) of Attachment- 4-4 of Section-IV wherein Guaranteed Minimum Average Unloading Rate at CDP is defined.

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
111.	-	-	-	-	Does the plant blend coal types in the stockpile ?	The query does not pertain to tendering conditions.
112.	-	-	-	-	if so, what is the blending ratio (% for the plant) and what are the maximum stockpile capacity limits for each blend in the Stockpile	The query does not pertain to tendering conditions.
113.	-	-	-	-	Will the Vendor have Free access to unload barges and store in the plants stockpiles at any time (day or Night, Fridays, Sundays holidays included)	Bidder may refer Clause 5 (detailed Scope of Work) for unloading of the barges/vessel which is in the BIFPCL scope. Further, movement and access within the plant shall be governed by plant authority.
114.	-	-	-	-	When is the expected starting date of the supply contract	Bidder may please refer Clause 5 of Section-III of the Bidding Document.
115.	-	-	-	-	What is the projected volume ramp up timeline for the IPP (1 Mmt, 2Mmt, 3Mmt)	Bidder may please refer Clause 5.1 of Technical Specification, Section-IV.

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
116.	-	-	-	-	What is there a commissioning timeline for the Generators ? (i.e when each stage comes on line)	The query is not relevant for the subject tender. For commencement of Services under this tender, schedule of supplies, Bidder may refer Clause 5 of Section-III.
117.	-	-	-	-	What is the commissioning timeline for the transmission lines for Rampal and does this match the Generator Commissioning timeline	Please refer Clarification mentioned at Sl. No. 116 above.
118.	-	-	-	-	Is unloading ATDNSHINC at plant	CDP is accessible and reachable 24 hours FSSHINC, please refer Sl. 1 of Attachment 4-4 of Section-IV. For the purpose of Laytime for Barge/ vessel at CDP commence as per Clause 14.1 of ITB, Section-II.
119.	-	-	-	-	What will be the weather limitations from Rampal for unloading coal in the rain? (MM of rain) Is coal unloading	As mentioned at Clause 14.1 of Section-III safe operation of ship

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
					undertaken in Rain ?	unloader may not be possible and activity may have to be suspended during adverse weather conditions like heavy rains, high wind velocity (more than 16 m/s., refer attached drawings of GV of Ship Unloader), floods, swell, fog and warning/ instruction issued by MPA. Since safe operation depends upon multiple parameters single parameter like rain fall may not be a guiding factor.
120.	-	-	-	-	Please Verify that BIFPCL - will not accept ANY variation to the contract Terms and conditions & warranties ?	Bidder is requested to refer Clause 5.3.2(e) of ITB, Section-II of Bidding Document in this regard.
121.	Section-II	5 to 22 of 33	Clause 5 and 6	Clause 5: PREPARATION OF PROPOSALS	For 100% clarity they should outline step by step the	The provisions of bidding document

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Ques

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
			 Clause 6: SIGING AND SUBMISSION OF PROPOSALS	timeline and requirements for submission of the tender	are clear. Bidder is requested to go through the Bid Document and adhere to the requirements in this regard.
122.	Section-IV	23 of 34	Attachment 4-2,		Verify & request the latest EIA Approved document & recommendations/conditions for operation	EIA for Coal Transportation is approved on 31.01.2018 and the validity is renewed every year in line with the approval conditions.
123.	-	-	-	-	Please advice which part of EIA approved document that only 6000 to 8000 MT barges are allowed from base creek to Rampal coal terminal	Regarding size of barges, bidder shall refer Clause 2.4 of Section-III, Clause 8.3 & 8.6 of Section-IV and Clause no. 4.3 (Sl. No. 166) of Volume-II, EIA Report. Bidders are further advised to read the complete EIA report and Conditions of EIA Approval.
124.	Section-IV	8 of 34	Clause 8.3	"....	Under EIA approved	Bidder shall comply

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
				Barges shall be self-propelled (towed barges are not allowed) and with hatch covers in accordance with EIA approval conditions, including the conditions specified elsewhere in the Bidding Document"	document, we understand that only covered barge/ship allowed to sail through Pussur river to arrive at Rampal/Maitree jetty. Please advise deck barge without cover will or will not be allowed as per EIA approved document	with provisions of the bidding Document.
125.	Section-IV	5 of 34	Clause 5.2(g)	Clause 5.2(g) stipulate s under: <i>"MSTPP Plant jetty is the Coal Delivery Point. This is built and owned by BIFPCL as described in Attachment 4-4 to this section. Unloading of the barges/vessels at CDP shall be performed by Ship Unloader. Ship Unloader shall be operated by BIFPCL"</i>	As per your unloader system at Rampal jetty, handy vessel up to 25000 ton DWT is allowed to discharge at Rampal jetty. Please advice under which section EIA approved document does not permit such size handy vessel.	Larger size vessels may be engaged till it satisfies the conditions mentioned in the bidding document, EIA provisions including restrictions on total no. of trips, dimensions, rules and regulations and standards etc. mentioned in the bidding document. Further, for plying any size of Lighterge vessels/ Barges, requisite permissions are to be obtained from MPA.

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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
						<p>Bidders are advised to consider the draft restrictions in the Pussur River channel and suitability of unloading facilities at the plant jetty for using such larger size handy vessels to discharge coal at Rampal.</p> <p>Bidder may also refer Clarification mentioned at Sl. No. 103 above.</p>
126.	Section-V(A)	1 of 1	Attachment -5,	“(Certificate of Compliance with All Provisions of the Bidding Document)”	Does the wording in Attachment 5 - therefore suggest that ANY proposal to tranship outside of Bangladesh sovereign territory will be explicitly banned ?	<p>Specification allows offshore transshipment outside sovereign territory of Bangladesh also.</p> <p>For detailed transshipment options bidder Shall refer Clause 8.3 of Section-IV.</p>
127.	Section-IV	8 of 34	Clause 8.3	“Transshipment operations can be performed off-shore or on-shore. Off-	Transshipment outside of Bangladesh	Please refer Clarification at Sl.


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Sl. No.	Sub-Section Ref.	Page No	Clause Ref.	Specification Requirement	Query	Clarification
				shore transhipment can be done anywhere as per the Contractor's choice. However, on-shore transhipment can be done only within Bangladesh territory."		No.126 above


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