

Amendment No. 1
to
Request for Proposal
for
Procurement of coal from Indonesia and/or Australia
for
Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant
(RFP Ref.: RNPL/1320/2022/0653, 22 November, 2022)

Reference No.: RNPL/1320/2023/034

Date :11 January, 2023



RPCL-NORINCO INTL POWER LIMITED

Amendments to Chapter I																																																
SL NO.	RFP Page No	RFP Reference	RFP Description	Amendment																																												
1	1 & 2	2.2. Quantity	<p>2.2.1. The required maximum quantity of coal to be purchased during Commercial Delivery Period is $1 \times \pm 10\%$ 2,400,000 MT per annum from Indonesia and/or $1 \times \pm 10\%$ 1,600,000 MT per annum from Australia on a Free on Board Trimmed (FOBT) basis after Commercial Operations of the plant. The final quantity will be determined as per Article 4. QUANTITY of the Contract Agreement.</p> <p>2.2.2. The required quantity for carpet coal and Commissioning Coal shall be determined through contract negotiation. Power Plant.</p>	<p>2.2.1. The required maximum quantity for Carpet Coal is 21,000 MT on a Free on Board Trimmed (FOBT) basis subject to negotiations.</p> <p>2.2.2. The required maximum quantity of the Commissioning Coal during Initial Supply Period is 610,000 MT on a Free on Board Trimmed (FOBT) basis subject to negotiations.</p> <p>2.2.3. The required maximum quantity of coal to be purchased during Commercial Delivery Period is 2,400,000 MT with a tolerance of $\pm 20\%$ per annum for Coal A and 1,600,000 MT with a tolerance of $\pm 20\%$ per annum for Coal B on a Free on Board Trimmed (FOBT) basis after Commercial Operations of the plant (Refer to ITB 2.3 for definitions of Coal A and Coal B). The final quantity will be determined as per Article 4. QUANTITY of the Contract Agreement.</p>																																												
2	2	2.3. Key Coal Specifications	<p>The coal to be purchased on each and every shipment shall be stable, uniform and comply with the specifications as set out below (the Key Coal Specifications), as determined in accordance with relevant ASTM standards:</p> <table border="1"> <thead> <tr> <th rowspan="2">No.</th><th rowspan="2">Parameter</th><th rowspan="2">Units</th><th colspan="2">Required Specifications</th></tr> <tr> <th>Coal from Indonesia</th><th>Coal from Australia</th></tr> </thead> <tbody> <tr> <td>1</td><td>Net Calorific Value As Received Basis</td><td>kcal/kg</td><td>≥ 3900</td><td>≥ 5100</td></tr> <tr> <td>2</td><td>Total Moisture As Received Basis</td><td>%</td><td>≤ 36</td><td>≤ 36</td></tr> <tr> <td>3</td><td>Total Ash</td><td>%</td><td>≤ 5.8</td><td>≤ 25</td></tr> </tbody> </table>	No.	Parameter	Units	Required Specifications		Coal from Indonesia	Coal from Australia	1	Net Calorific Value As Received Basis	kcal/kg	≥ 3900	≥ 5100	2	Total Moisture As Received Basis	%	≤ 36	≤ 36	3	Total Ash	%	≤ 5.8	≤ 25	<p>The coal to be purchased on each and every shipment shall be stable, uniform and comply with the specifications as set out below (the Key Coal Specifications), as determined in accordance with relevant ASTM standards.</p> <table border="1"> <thead> <tr> <th rowspan="2">No.</th><th rowspan="2">Parameter</th><th rowspan="2">Units</th><th colspan="2">Required Specifications</th></tr> <tr> <th>Coal A</th><th>Coal B</th></tr> </thead> <tbody> <tr> <td>1</td><td>Net Calorific Value As Received Basis</td><td>kcal/kg</td><td>≥ 3900</td><td>≥ 5100</td></tr> <tr> <td>2</td><td>Total Moisture As Received Basis</td><td>%</td><td>≤ 36</td><td>≤ 36</td></tr> <tr> <td>3</td><td>Total Ash As Received Basis</td><td>%</td><td>≤ 5.8</td><td>≤ 25</td></tr> </tbody> </table>	No.	Parameter	Units	Required Specifications		Coal A	Coal B	1	Net Calorific Value As Received Basis	kcal/kg	≥ 3900	≥ 5100	2	Total Moisture As Received Basis	%	≤ 36	≤ 36	3	Total Ash As Received Basis	%	≤ 5.8	≤ 25
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				As Received Basis				4	Volatile Constituent Air Dried Basis	%	Lower Limit: ≥20 Upper Limit: ≤44	Lower Limit: ≥18 Upper Limit: ≤35
			4	Volatile Constituent Air Dried Basis	%	Lower Limit: ≥20 Upper Limit: ≤44	Lower Limit: ≥18 Upper Limit: ≤35	5	Total Sulfur As Received Basis	%	≤0.26	≤0.68
			5	Total Sulfur As Received Basis	%	≤0.26	≤0.68	6	HGI		≥46	≥48
			6	HGI		≥46	≥48	7	Ash Fusion Temperature (Reducing Initial Deformation)	°C	≥1180	≥1240
			7	Ash Fusion Temperature (Reducing Initial Deformation)	°C	≥1180	≥1240	8	Ash Fusion Temperature (Reducing Spherical)	°C	≥1240	≥1280
			8	Ash Fusion Temperature (Reducing Spherical)	°C	≥1240	≥1280	Coal A and Coal B shall come from Indonesia and/or Australia and each type of coal should be supplied from a single coal mine ONLY. Blended coal is strictly forbidden and shall result in rejection of the proposal.				
3	2	2.4. Terms	Minimum Five Years from First Delivery Date subject to a review of the Agreement every year starting from the beginning of the fourth Year.					Five (5) years from First Delivery Date, subject to a review of the Contract Agreement every year after completion of three (3) years as per Clause 2.4. Terms of the Contract Agreement. The Term is allowed for an extension for an additional period up to five (5) Delivery Years as per Clause 2.5 Extension of Term of the Contract Agreement.				






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4	2	2.5. Contents of the Request for Proposal	<p>2.5.1 The Request for Proposal consist of Chapter I, II and III, which include all the clauses and forms indicated below and should be read in conjunction with any addenda thereto.</p> <p><u>Chapter 1 Instructions to Bidders (ITB)</u></p> <ul style="list-style-type: none"> • Disclaimer • Assignment • General • Bidding procedure • Contents of Bid Proposal • Opening and Evaluation of Bid Proposal • Award of Contract • Warranty Against Corruption <p><u>Chapter 2 Forms</u></p> <ul style="list-style-type: none"> • Form 1 Proposal Letter • Form 2 Bid Price Schedule Form • Form 3 Power of Attorney • Form 4 Company Qualification Certification • Form 5 Coal Specification Form • Form 6 Forms Related to Evaluation • Form 7 Bid Security Form • Form 8 Laboratory List 	<p>2.5.1. The Request for Proposal consist of Chapter I, II and III, which include all the clauses and forms indicated below and should be read in conjunction with any addenda thereto.</p> <p><u>Chapter 1 Instructions to Bidders (ITB)</u></p> <ul style="list-style-type: none"> • Disclaimer • Assignment • General • Bidding procedure • Contents of Bid Proposal • Opening and Evaluation of Bid Proposal • Award of Contract • Warranty Against Corruption <p><u>Chapter 2 Forms</u></p> <ul style="list-style-type: none"> • Form 1 Proposal Letter • Form 2 Bid Price Schedule Form • Form 3 Power of Attorney • Form 4 Company Qualification Certification • Form 5 Coal Specification Form • Form 6 Forms Related to Evaluation • Form 7 Bid Security Form • Form 8 Laboratory List • Form 9 Request for Clarification






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5	4	2.9.4. Technical Criteria	<p>2.9.4. Technical Criteria</p> <p>(1) The values of the specified parameters of the coal supplied by the Bidders ("Indonesian coal" or "Australian Coal") should be close to the corresponding figures as set out in ITB 2.3 Key Coal Specifications, as evidenced by a test report from any one duly licensed independent and renowned laboratory as listed in Form 8 Laboratory List.</p> <p>(2) A Bidder should be a coal mine owner or holding company of a coal mine owner or a trader and should have exported, a minimum quantity of 2 million tonnes of coal, in any continuous twelve (12) months period, during the past three (3) years, reckoned from the date of opening of Technical Proposal.</p> <p>(3) The recoverable reserves of the coal of the coal mine should be of a minimum quantity of 5 million tonnes as evidenced by report following JORC Code or compliant code.</p> <p>(4) In case of a trader, a coal supply agreement with a minimum term of 5 (five) years between the trader and its coal mine should be submitted together with a report for that contracted coal mine evidencing its recoverable reserves of the coal having a minimum quantity of 5 million tonnes, which should follow JORC Code or compliant code.</p>	<p>2.9.4. Technical Criteria</p> <p>(1) The values of the specified parameters of the coal supplied by the Bidders should be close to the corresponding figures as set out in ITB 2.3 Key Coal Specifications, as evidenced by a test report from any one duly licensed independent and renowned laboratory as listed in Form 8 Laboratory List.</p> <p>(2) A Bidder should be a coal mine owner or holding company of a coal mine owner or a trader and should have exported, a minimum quantity of 2 million tonnes of coal, in any continuous twelve (12) months period, during the past three (3) years, reckoned from the date of opening of Technical Proposal.</p> <p>(3) The recoverable reserves of the coal of the coal mine should be of a minimum quantity of 5 million tonnes as evidenced by report following JORC Code or compliant code.</p> <p>(4) In case of a trader, a commitment letter from the coal mine should be submitted together with the proposal. The requirements specified in 2.9.4 (1) (2) and (3) shall be applicable to the associated coal mine.</p>
6	5	2.11. Unacceptable Proposals	<p>Any of the following Proposals will not be accepted by RNPL:</p> <p>2.11.1. Proposal submitted after the deadline, or Proposal with incomplete required documents.</p> <p>2.11.2. Two or more Proposals submitted by or with the same coal mine. However, in case of a coal trader, two Proposals may be allowed by such trader provided that one Proposal is for coal from Indonesia and the other one is for coal from Australia only.</p> <p>2.11.3. Proposal which, as deemed by RNPL, deviates from the essential requirements of the RFP.</p>	<p>Any of the following Proposals will not be accepted by RNPL:</p> <p>2.11.1. Proposal submitted after the deadline, or Proposal with incomplete required documents.</p> <p>2.11.2. Two or more Proposals submitted by or with the same coal mine. Coal A and Coal B shall come from Indonesia and/or Australia and each type of coal should be supplied from a single coal mine ONLY. Blended coal is strictly forbidden and shall result in rejection of the proposal.</p>

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			2.11.4. Proposal submitted without a Bid Security. 2.11.5. Any other clause stipulated in this RFP document related to unacceptance or rejection of bid proposal.	2.11.3. In case of a coal trader, two Proposals may be allowed provided that one Proposal is for Coal A and the other one is for Coal B only. 2.11.4. Proposal which, as deemed by RNPL, deviates from the essential requirements of the RFP. 2.11.5. Proposal submitted without a Bid Security. 2.11.6. Any other clause stipulated in this RFP document related to unacceptance or rejection of bid proposal.
7	7	3.1. Bidders' Clarifications	The prospective bidders who have obtained the Request For Proposal from the source stated by the employer in the invitation for proposal are required to submit in writing to cs@rnpl.com.bd and copy to pd1320rnpl@gmail.com and fzq@norinco-intl.com all their questions/inquiries or other points of clarification Twenty-Eight (28) days before the Deadline for Submission of proposal. Any questions to be raised after the prescribed period shall not be entertained by RNPL.	The prospective bidders who have obtained the Request for Proposal from the source stated by the employer in the invitation for proposal are required to submit their request for clarification as per Form 9 Request for Clarification of Chapter II. The request could be sent through email to cs@rnpl.com.bd and copy to pd1320rnpl@gmail.com and fzq@norinco-intl.com by Nineteen (19) days before the Deadline for Submission of proposal. Any request to be raised after the prescribed period shall not be entertained by RNPL.
8	7	3.2. Enveloping of Documents	3.2.1. The Bidder must specify the origin of country of the coal ("Indonesian Coal" or "Australian Coal") in Form 1 Proposal Letter and attached it with Technical Proposal.	3.2.1. The Bidder must specify the type of the coal (Coal A/Coal B) and origin of country (Indonesia/Australian) in Form 1 Proposal Letter and attached it with Technical Proposal.
9	8	3.4. Deadline for Submission	3.4.1. The Bid Proposal shall be received by RNPL not later than 10 January, 2023 (48 days after issuance of the Invitation for Proposal).	3.4.1. The Bid Proposal shall be received by RNPL not later than 13 February, 2023.
10	9	4. Contents of Bid Proposal	The Bid Proposal shall include the Commercial proposal and the Technical proposal. Each proposal shall include the following contents.	The Bid Proposal shall include the Commercial proposal and the Technical proposal. Each proposal shall include the following contents.
11	9	4.1. Commercial Proposal	Commercial proposal shall contain the following: 4.1.1. A Bid Price proposal according to Form 2 Bid Price Form of Chapter II.	Commercial proposal shall contain the following: 4.1.1. A Bid Price proposal according to Form 2 Bid Price Form of Chapter II.

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			4.1.2. Filled and signed forms as per Form 6 Forms related to Evaluation.	
12	9	4.2. Technical Proposal	<p>Technical Proposal shall contain the following:</p> <p>4.2.1. Filled and signed Proposal Letter as per Form 1 Proposal Letter</p> <p>4.2.2. Power of Attorney as per Form 3 Power of Attorney</p> <p>4.2.3. Certificate as per Form 4 Company Qualification Certificate</p> <p>4.2.4. Coal Specification as per Form 5 Coal Specification Form as evidenced by a test report from any one duly licensed independent and renowned laboratory as listed in Form 8 Laboratory List.</p> <p>4.2.5. Bid Security as per form 7 Bid Security Form</p> <p>4.2.6. Company Profile which includes general information, shareholders and top management's information, coal supply experiences in Asia.</p> <p>4.2.7. Mining Permit of the Coal Source</p> <p>4.2.8. Sales and Transportation Permit</p> <p>4.2.9. Certificate of Business Registration</p> <p>4.2.10. Three (3) years summary of Company's Audited Financial Statement</p> <p>4.2.11. Coal Export Permit from competent authority</p> <p>4.2.12. History of Force Majeure Declarations</p> <p>4.2.13. A report (which should comply with JORC Code or compliant code) specifying the recoverable reserves of the coal mine.</p> <p>4.2.14. In case of a trader, a long-term coal supply agreement (at least 5 years reckoned from the deadline for</p>	<p>Technical Proposal shall contain the following:</p> <p>4.2.1. Filled and signed Proposal Letter as per Form 1 Proposal Letter</p> <p>4.2.2. Power of Attorney as per Form 3 Power of Attorney</p> <p>4.2.3. Certificate as per Form 4 Company Qualification Certificate</p> <p>4.2.4. Coal Specification as per Form 5 Coal Specification Form as evidenced by a test report from any one duly licensed independent and renowned laboratory as listed in Form 8 Laboratory List.</p> <p>4.2.5. Filled and signed forms as per Form 6 Forms related to Evaluation.</p> <p>4.2.6. Bid Security as per form 7 Bid Security Form</p> <p>4.2.7. Company Profile which includes general information, shareholders and top management's information, coal supply experiences in Asia.</p> <p>4.2.8. Mining Permit of the Coal Source</p> <p>4.2.9. Sales and Transportation Permit</p> <p>4.2.10. Certificate of Business Registration</p> <p>4.2.11. Three (3) years summary of Company's Audited Financial Statement</p> <p>4.2.12. Coal Export Permit from competent authority</p> <p>4.2.13. History of Force Majeure Declarations</p>




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			submission or any date after extension) between the trader and its coal mine together with a report (which should comply with JORC Code or compliant code) specifying the recoverable reserves of the coal mine.	4.2.14. A report (which should comply with JORC Code or compliant code) specifying the recoverable reserves of the coal mine. 4.2.15. In case of a trader, a commitment letter for the coal mine.
13	10	5.1. Technical Proposal Opening	5.1.1. The Employer shall open the Technical Proposals in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the following address and at the date and time. Address: RPCL-NORINCO INTL POWER LIMITED (RNPL) 7th Floor, Atlanta Trade Center, House# 01, Road# 1/A, Sector# 04, Uttara Model Town, Dhaka, Bangladesh Time and Date: 12:30 PM; 10 January, 2023	5.1.1. The Employer shall open the Technical Proposals in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the following address and at the date and time. Address: RPCL-NORINCO INTL POWER LIMITED (RNPL) 7th Floor, Atlanta Trade Center, House# 01, Road# 1/A, Sector# 04, Uttara Model Town, Dhaka, Bangladesh Time and Date: 12:30 PM; 13 February, 2023
14	10	5.2. Commercial Proposal Opening	5.2.3. Commercial Proposals will be opened only from those bidders who: (1) have submitted an acceptable Bid Security; (2) have submitted a responsive proposal; and (3) have met the minimum technical scores specified in ITB 5.4.6.	5.2.3. Commercial Proposals will be opened only from those bidders who: (1) have submitted an acceptable Bid Security; (2) have submitted a responsive proposal; and (3) have met the minimum technical scores specified in ITB 5.4.2.
15	11	5.3. Evaluation Principles & Method	RNPL would like the coal to be supplied is secured and always meet the Key Coal Specifications as specified in ITB 2.3 above. Besides, RNPL would like to have more than one coal supplier that is experienced, flexible and friendly when working with RNPL, while the delivered price is fairly reasonable and the offered further discount is welcome as well. Bidder with the highest comprehensive score shall be the successful Bidder, and the others will be the candidate. RNPL intends to select one or more than one bidder for supplying "Indonesian Coal" and one or more than one bidder for	RNPL would like the coal to be supplied is secured and always meet the Key Coal Specifications as specified in ITB 2.3 above and anticipates that the coal supplier is experienced, flexible and friendly when working with RNPL, while the delivered price is fairly reasonable and the offered further discount is welcome as well. RNPL intends to select one bidder for supplying of Coal A and one bidder for supplying of Coal B through separate evaluation following the ITB 5.4, 5.5 and 5.6.

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			supplying "Australian Coal". Detailed evaluation criteria are specified as below.	Bidder with the lowest Bid Price shall be the successful Bidder, and the others that will pass Technical Evaluation will be the candidates. Detailed evaluation criteria are specified as below.
16	11	5.4. Selection of the Successful Bidders	<p>5.4.1. The total score for evaluation is 100.00 (One Hundred Only). While evaluating, the calculations accurate to two decimals place only.</p> <p>5.4.2. The evaluation method of this procurement is comprehensive evaluation, and the proportion of technical and commercial is 35%: 65% respectively.</p> <p>5.4.3. Comprehensive score of the Bidders shall be calculated as follows:</p> <p>5.4.4. Comprehensive score = Technical Score + Commercial Score</p> <p>5.4.5. The Employer shall only evaluate those Proposal that are found to be substantially responsive.</p> <p>5.4.6. The minimum Technical score will be 28.00 (Twenty-eight Only). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score and the Commercial Proposal of such Bidder shall not be opened.</p> <p>5.4.7. Only Proposal that, have been found substantially responsive and have met the minimum technical scores, shall have their Commercial Proposals opened and evaluated.</p>	<p>5.4.1. Evaluation will be carried out in two stages: Stage 1 Technical Evaluation and Stage 2 Commercial Evaluation.</p> <p>5.4.2. In stage 1 Technical Evaluation, the proposal will be evaluated according to ITB 5.5 Technical Evaluation and technical score will be determined accordingly.</p> <p>5.4.3. The total score for Technical Evaluation is 100.00 (One Hundred Only). While evaluating, the calculations accurate to two decimals place only. Only the bidders with a minimum technical score of 70.00 will be qualified to be evaluated in stage 2 Commercial Evaluation.</p> <p>5.4.4. In stage 2 Commercial Evaluation, based on the Bid Prices offered in the Commercial Proposals, the bidders are ranked accordingly. The proposal with the lowest Bid Price will be the successful bidder and the others will be candidates accordingly.</p>
17	12	5.5.	Technical Score (35.00 Points)	[See Attachment 1]
18	14	5.6.	5.6 Commercial Score (65.00 points)	<p>5.6 Commercial Evaluation</p> <p>The proposal with the lowest Bid Price will be the successful bidder and the others will be candidates accordingly.</p>
19	15	6.1. Award Criteria	The Employer shall award the Contract to the Successful Bidder or bidders as determined under ITB 5.3 and ITB 5.4,	The Employer shall award the Contract to the Successful Bidder for Coal A and Coal B separately as determined under ITB 5.3

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			provided further that the Bidder or bidders are determined to be qualified to perform the Contract satisfactorily.	and ITB 5.4, provided further that the Bidders are determined to be qualified perform the Contract satisfactorily.
20	15	6.4. Contract Signing	<p>6.4.1. The successful Bidder or Bidders shall sign the Contract Agreement as per Chapter III with the Employer within 42 (forty-two) days upon the Bidder's receipt of the Notification of Award, provided that the Performance Security has been submitted by the successful Bidder or Bidders and is found to be genuine.</p> <p>6.4.2. The successful Bidder or Bidders should be responsible for arranging a visit by delegation of RNPL to their mine(s) before Contract Signing and bear all the relevant cost outside Bangladesh including but not limit to international roundabout air-tickets, lodging, transportation etc.</p>	<p>6.4.1. The successful Bidder or Bidders shall sign the Contract Agreement as per Chapter III with the Employer within 42 (forty-two) days upon the Bidder's receipt of the Notification of Award, provided that the Performance Security has been submitted by the successful Bidder or Bidders and is found to be genuine.</p> <p>6.4.2. If the successful Bidder refuses to enter into the Contract Agreement with the Employer or fails to provide the Performance Security within the abovementioned specified time period, the next candidate will be considered the successful Bidder.</p> <p>6.4.3. The Contract Agreement shall supersede all prior discussions, memorandum of understanding, term sheets, correspondences, agreements and arrangements (whether written or oral, including all correspondences) if any, between the successful Bidder and the Employer with respect to the subject matter and the Contract Agreement (together with any amendments or modifications thereof) contains the sole and entire agreement between the Parties with respect to the subject matter hereof.</p> <p>6.4.4. The successful Bidder or Bidders should be responsible for arranging a visit by delegation of RNPL to their mine(s) before Contract Signing and bear all the relevant cost outside Bangladesh including but not limit to international roundabout air-tickets, lodging, transportation etc.</p>

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Amendments of Chapter II				
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1	1	1.1. Form 1 Proposal Letter	Proposal Letter	[See Attachment 2]
2	2	1.2. Form 2 Bid Price Schedule Form	Bid Price Schedule	[See Attachment 3]
3	8	1.5. Form 5 Coal Specification Form	Coal Specification	[See Attachment 4]
4	10	1.6. Form 6 Forms related to Evaluation	related to Evaluation	[See Attachment 5]
5	11	1.7. Form 7 Bid Security Form	BANK GUARANTEE FOR BID SECURITY	[See Attachment 6]
6	Not Available	1.9. Form 9 Request for Clarification	Not Available	[See Attachment 7]

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Amendment of chapter III				
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1	21	4.5.2 Decrease in a Delivery Month Quantity	<p>4.5.2.2 If the Buyer issues a such written notice for a shipment to be cancelled after the Opening Layday or at most ten (10) days before the commencement of loading of the shipment, the Seller shall pay the Seller an amount equal to the expected quantity of the scheduled shipment multiplied by USD 1.00 per Tonne as full compensation to the Seller for the damages suffered by it as a consequence of the cancellation of this shipment.</p> <p>4.5.2.3 If the Buyer issues a such written notice for a shipment to be cancelled before the Opening Layday or at least eleven (11) days before the commencement of loading of the shipment, the Seller shall not necessarily pay the Seller any amount as a result of the cancellation of this shipment.</p>	<p>4.5.2.2 If the Buyer issues a such written notice for a shipment to be cancelled after the Opening Layday or at most ten (10) days before the commencement of loading of the shipment, the Buyer shall pay the Seller an amount equal to the expected quantity of the scheduled shipment multiplied by USD 1.00 per Tonne as full compensation to the Seller for the damages suffered by it as a consequence of the cancellation of this shipment.</p> <p>4.5.2.3 If the Buyer issues a such written notice for a shipment to be cancelled before the Opening Layday or at least eleven (11) days before the commencement of loading of the shipment, the Buyer shall not necessarily pay the Seller any amount as a result of the cancellation of this shipment.</p>
2		9.2 Calculation of Invoice Value	Calculation of Invoice Value	[See Attachment 8]
3	45	10.2 Total Moisture	<p>If the actual total moisture of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("Actual TM") is greater than typical Value for Total Moisture (by weight ARB), i.e. 32% by (for Indonesian Coal) and 20% (for Australian Coal), and the Buyer accepts the Shipment under Section 5.2 notwithstanding breach of the relevant Coal Quality Rejection Limit, the price per Tonne for the Shipment shall, in accordance with Section 9.2, be decreased by an amount calculated in accordance with the following formula:</p> $P_{TM} = P_n \times [(Actual\ TM - 32.0\%) / (1 - 32.0\%)]$ <p>(for Indonesian Coal)</p> $P_{TM} = P_n \times [(Actual\ TM - 20.0\%) / (1 - 20.0\%)]$ <p>(for Australian Coal)</p> <p>There shall be no adjustment if the Actual TM is less than or equal to 32% by weight ARB.</p>	<p>If the actual total moisture of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("Actual TM") is greater than typical Value for Total Moisture (by weight ARB), i.e. 32% by (for Coal A) and 20% (for Coal B), and the Buyer accepts the Shipment under Section 5.2 notwithstanding breach of the relevant Coal Quality Rejection Limit, the price per Tonne for the Shipment shall, in accordance with Section 9.2, be decreased by an amount calculated in accordance with the following formula:</p> $P_{TM} = P_n \times [(Actual\ TM - 32.0\%) / (1 - 32.0\%)]$ <p>(for Coal A)</p> $P_{TM} = P_n \times [(Actual\ TM - 20.0\%) / (1 - 20.0\%)]$ <p>(for Coal B)</p> <p>There shall be no adjustment if the Actual TM is less than or equal to typical Value Total Moisture by weight ARB.</p>
4	45	10.3 Total Sulphur Content	If the actual total Sulphur content of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("Actual TS") is greater than the typical Value for Total	If the actual total Sulphur content of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("Actual TS") is greater than the typical Value for Total Sulphur (by

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Amendment of chapter III				
SL NO.	RFP Page No	RFP Reference	RFP Description	Amendment
			<p>Sulphur (by weight ARB), i.e. 0.20% (for Indonesian Coal) and 0.48% (for Australian Coal), the price per Tonne for the Shipment shall, in accordance with Section 9.2, be decreased by an amount calculated in accordance with the following formula:</p> $P_{TS} = (\text{U.S.\$/Tonne}) \times (\text{Actual TS} - 0.20\%) \times 100 \text{ (for Indonesian Coal)}$ $P_{TS} = (\text{U.S.\$/Tonne}) \times (\text{Actual TS} - 0.48\%) \times 100 \text{ (for Australian Coal)}$ <p>There shall be no adjustment if the Actual TS is less than or equal to the typical Value for Total Sulphur (by weight ARB).</p>	<p>weight ARB), i.e. 0.20% (for Coal A) and 0.48% (for Coal B), the price per Tonne for the Shipment shall, in accordance with Section 9.2, be decreased by an amount calculated in accordance with the following formula:</p> $P_{TS} = (\text{U.S.\$/Tonne}) \times (\text{Actual TS} - 0.20\%) \times 100 \text{ (for Coal A)}$ $P_{TS} = (\text{U.S.\$/Tonne}) \times (\text{Actual TS} - 0.48\%) \times 100 \text{ (for Coal B)}$ <p>There shall be no adjustment if the Actual TS is less than or equal to the typical Value for Total Sulphur (by weight ARB).</p>
5	45	10.4 Total Ash	<p>If the actual total ash of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("Actual TA") is greater than the typical value for Ash Content (by weight ARB), i.e. 4.0% (for Indonesian Coal) and 20.0% (for Australian Coal), the price per Tonne for the Shipment shall, in accordance with Section 9.2, be decreased by an amount calculated in accordance with the following formula:</p> $P_{TA} = (\text{U.S.\$/Tonne}) \times (\text{Actual TA} - 4.0\%) \times 100 \text{ (for Indonesian Coal)}$ $P_{TA} = (\text{U.S.\$/Tonne}) \times (\text{Actual TA} - 20.0\%) \times 100 \text{ (for Australian Coal)}$ <p>There shall be no adjustment if the Actual TA is less than or equal to the typical value for Ash Content (by weight ARB). Sample calculations for such price adjustments are provided in Appendix D.</p>	<p>If the actual total ash of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("Actual TA") is greater than the typical value for Ash Content (by weight ARB), i.e. 4.0% (for Coal A) and 20.0% (for Coal B), the price per Tonne for the Shipment shall, in accordance with Section 9.2, be decreased by an amount calculated in accordance with the following formula:</p> $P_{TA} = (\text{U.S.\$/Tonne}) \times (\text{Actual TA} - 4.0\%) \times 100 \text{ (for Coal A)}$ $P_{TA} = (\text{U.S.\$/Tonne}) \times (\text{Actual TA} - 20.0\%) \times 100 \text{ (for Coal B)}$ <p>There shall be no adjustment if the Actual TA is less than or equal to the typical value for Ash Content (by weight ARB).</p> <p>Sample calculations for such price adjustments are provided in Appendix D.</p>
6	48	11.3 Payment Terms	<p>11.3.1. Initial Payment : Eighty percent (80%) of the Contract Price of the Shipment shall be released against usance L/C of 15 days allowable time with upon sailing of the vessel containing the Coal Shipment from Seller, based on the quality parameters of coal as indicated in the Coal</p>	<p>11.3.1. Initial Payment : Ninety percent (90%) of the Contract Price of the Shipment shall be released against usance L/C of 15 days allowable time with upon sailing of the vessel containing the Coal Shipment from Seller, based on the quality parameters of coal as indicated in the Coal Load Port</p>

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Amendment of chapter III				
SL NO.	RFP Page No	RFP Reference	RFP Description	Amendment
			<p>Load Port Analysis Certificate and quantity of coal as appearing in the Certificate of Weight at the Coal Load Port, on fulfillment of the all conditions stipulated in this Section 11.21.</p> <p>11.3.2. Balance Payment: Twenty percent (20%) of Contract Price of the shipment shall be released after adjusting any outstanding Dues on receipt of the Shipment by RNPL and adjustment for quality and quantity variations, as may be necessary.</p>	<p>Analysis Certificate and quantity of coal as appearing in the Certificate of Weight at the Coal Load Port, on fulfillment of the all conditions stipulated in this Section 11.21.</p> <p>11.3.2. Balance Payment: Ten percent (10%) of Contract Price of the shipment shall be released after adjusting any outstanding Dues on receipt of the Shipment by RNPL and adjustment for quality and quantity variations, as may be necessary.</p>
7	71	APPENDIX B	COAL QUALITY REJECTION LIMITS	[See Attachment 9]

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5.5. Technical Evaluation (100.00 points)

Attachment 1

Technical Evaluation for Coal A

Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
1	Recoverable coal reserves of the coal mine (5.00 points)	Report of coal recoverable reserves (preferably JORC compliant); or other documents or certificates issued by relevant departments of local government or qualified third party organizations that can prove the recoverable reserves of the coal to be supplied.	1. Recoverable reserves $\leq 10,000,000$ MT, score 3.50 to 4.00 point.
			2. Recoverable reserves $> 10,000,000$ MT, score 4.01 to 5.00 points.
			3. No relevant report or certificate, score 0 point.
2	Coal quality for Coal A (50.00 points)	2.1 Net Calorific Value (NAR) (20.00 points)	1. Net Calorific Value < 3900 kcal/kg, score 0 point.
			2. 3900 kcal/kg \leq Calorific Value ≤ 4100 kcal/kg, score 14.00 to 17.00 points.
			3. 4100 kcal/kg $<$ Calorific Value, score 17.01 to 20.00 points.
		2.2 Total Moisture (ARB) (6.00 points)	1. $36.0\% <$ Total moisture, score 0 points.
			2. $32.0\% <$ Total moisture $\leq 36.0\%$, score 4.20 to 5.00 points.
			3. Total moisture $\leq 32.0\%$, score 5.01 to 6.00 points.
		2.3 Ash Content (ARB) (6.00 points)	1. $5.80\% <$ Ash content, score 0 point.
			2. $4.00\% <$ Ash content $\leq 5.80\%$, score 4.20 to 5.00 point.
			3. Ash content $\leq 4.00\%$, score 5.01 to 6.00 points.
		2.4 Total Sulphur (ARB) (10.00 points)	1. $0.26\% <$ Total Sulphur, score 0 point.
			2. $0.20\% <$ Total Sulphur $\leq 0.26\%$, score 7.00 to 9.00 point.
			3. Total Sulphur $\leq 0.20\%$, score 9.01 to 10.00 points.

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Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
2	Coal quality for Coal A (50.00 points)	2.5 Volatile Constituent (ADB) (2.00 points)	1. Volatile Constituent > 44 or < 20, score 0 point.
			2. $35 \leq \text{Volatile Constituent} < 44$, score 1.40 to 1.80 points.
			3. $20 \leq \text{Volatile Constituent} < 35$, score 1.81 to 2.00 points.
		2.6 HGI (2.00 points)	1. HGI < 46, score 0 point.
			2. $46 \leq \text{HGI} < 50$, score 1.40 to 1.80 points.
			3. $50 \leq \text{HGI}$, score 1.81 to 2.00 points.
		2.7 Ash Fusion Temperature Reduced Initial Deformation (DT) (2.00 points)	1. DT < 1180, score 0 point.
			2. $1180 \leq \text{DT} < 1240$, score 1.40 to 1.80 points.
			3. $1240 \leq \text{DT}$, score 1.81 to 2.00 points.
		2.8 Ash Fusion Temperature Reduced Spherical (ST) (2.00 points)	1. ST < 1240, score 0 point.
			2. $1240 \leq \text{ST} < 1280$, score 1.40 to 1.80 points.
			3. $1280 \leq \text{ST}$, score 1.81 to 2.00 points.
3	Annual Export Quantity in the last five (5) years (5.00 points)	Bidders should provide documents such as performance certificate issued by statutory auditors evidencing the actually completed annual export quantity.	1. The Bidder with the maximum average annual export quantity which can be verified gets 5.00 points. The Bidder with the minimum average annual export quantity which can be verified gets 3.50 point. Then a linear equation will be established.
			2. The others will get points proportionally following the established linear equation.
			3. The information contained in the supporting document shall be authentic and is tractable. RNPL shall verify its authenticity at its discretion. Any discovery of fabrication will result in rejection of the bidder in this and any future bidding process.
			4. Form 6.1 shall be filled by Bidders.

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Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
4	Letter of Satisfaction from previous Buyers in the last 5 years (2.00 points)	Bidders should submit documents demonstrating satisfaction of their delivery of coal from the Buyers/End Users. Such documents should bear the name and contact details of the Buyer for the purpose of verification.	1. The Bidder that cannot submit any single Letter of Satisfaction will get 0 point.
			2. The Bidder that submits one Letter of Satisfaction will get 1.40 point.
			3. The Bidder that submits the maximum number of Letter of Satisfaction will get 2.00 point.
			4. The other Bidders will get points proportionally.
			5. During the same period, several Letter of Satisfaction from the same Buyer/End User will be deemed as ONE Letter of Satisfaction only.
			6. Form 6.2 shall be filled by Bidders.
5	Production Capacity (5.00 points)	Minimum 10 Years for future Supply Period	1. Supply Period \geq 10 Years, score 3.50 points.
			2. Supply Period > 12 Years, score 3.51 to 4.50 points.
			3. Supply Period > 14 Years, score 4.51 to 5.00 points.
6	Supply Ensure Ability (3.00 points)	Other similar types of coal be provided in a timely manner in the event of force majeure affecting the supply of the coal mines; and Measures to minimize the occurrence of Supply Failure, Supply Shortfalls or Seller's Default as well as to ensure timely delivery.	1. Proposal contain the solutions of Supply Ensure Ability, Score 2.10 to 3.00 points.
			2. For other cases, score 0 points.
7	Financial situation (10.00 points)	Audit Report which should include but not limited to financial position, cash flow statement, profit level and Notes & Disclosure for the last 5 years.	1. Audit report: 0-1.00 point
			2. Financial position: 0-2.00 points
			3. Cash flow statement: 0-3.00 points
			4. Profit level: 0-3.00 points
			5. Notes & disclosure: 0-1.00 point







SI No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
8	Payment Terms (20.00 points)	As per Bidder's compliance with Contract Clause 11.3 Payment Terms in Chapter III.	1. Noncompliance, i.e. any other portion which is greater than 90% for Initial Payment and any other portion which is below 10% for Balance Payment, score 0 point.
			2. Partial compliance, i.e. 90% for Initial Payment and 10% for Balance Payment, score 14 point.
			3. Complete compliance, i.e. 85% for Initial Payment and 15% for Balance Payment, score 17.00 points.
			4. Complete compliance, i.e. 80% for Initial Payment and 20% for Balance Payment, score 20.00 points.

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Technical Evaluation for Coal B

Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
1	Recoverable coal reserves of the coal mine (5.00 points)	Report of coal recoverable reserves (preferably JORC compliant); or other documents or certificates issued by relevant departments of local government or qualified third party organizations that can prove the recoverable reserves of the coal to be supplied.	1. Recoverable reserves $\leq 10,000,000$ MT, score 3.50 to 4.00 point.
			2. Recoverable reserves $> 10,000,000$ MT, score 4.01 to 5.00 points.
			3. No relevant report or certificate, score 0 point.
2	Coal quality for Coal B (50.00 points)	2.1 Net Calorific Value (NAR) (20.00 points)	1. Net Calorific Value < 5100 kcal/kg, score 0 point.
			2. 5100 kcal/kg \leq Calorific Value ≤ 5350 kcal/kg, score 14.00 to 17.00 points.
			3. 5350 kcal/kg $<$ Calorific Value, score 17.01 to 20.00 points.
		2.2 Total Moisture (ARB) (6.00 points)	1. 36.0% $<$ Total moisture, score 0 points.
			2. 20.0% $<$ Total moisture $\leq 36.0\%$, score 4.20 to 5.00 points.
			3. Total moisture $\leq 36.0\%$, score 5.01 to 6.00 points.
		2.3 Ash Content (ARB) (6.00 points)	1. 25.00% $<$ Ash content, score 0 point.
			2. 20.00% $<$ Ash content $\leq 25.00\%$, score 4.20 to 5.00 point.
			3. Ash content $\leq 20.00\%$, score 5.01 to 6.00 points.
		2.4 Total Sulphur (ARB) (10.00 points)	1. 0.68% $<$ Total Sulphur, score 0 point.
			2. 0.48% $<$ Total Sulphur $\leq 0.68\%$, score 7.00 to 9.00 point.
			3. Total Sulphur $\leq 0.48\%$, score 9.01 to 10.00 points.

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Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
2	Coal quality for Coal B (50.00 points)	2.5 Volatile Constituent (ADB) (2.00 points)	1. Volatile Constituent > 35 or < 18, score 0 point.
			2. $26 \leq \text{Volatile Constituent} < 35$, score 1.40 to 1.80 points.
			3. $18 \leq \text{Volatile Constituent} < 26$, 1.81 to 2.00 points.
		2.6 HGI (2.00 points)	1. HGI < 48, score 0 point.
			2. $48 \leq \text{HGI} < 55$, score 1.40 to 1.80 points.
			3. $55 \leq \text{HGI}$, score 1.81 to 2.00 points.
		2.7 Ash Fusion Temperature Reduced Initial Deformation (DT) (2.00 points)	1. DT < 1240, score 0 point.
			2. $1240 \leq \text{DT} < 1280$, score 1.40 to 1.80 points.
			3. $1280 \leq \text{DT}$, score 1.81 to 2.00 points.
		2.8 Ash Fusion Temperature Reduced Spherical (ST) (2.00 points)	1. ST < 1280, score 0 point.
			2. $1280 \leq \text{ST} < 1360$, score 1.40 to 1.80 points.
			3. $1360 \leq \text{ST}$, score 1.81 to 2.00 points.
3	Annual Export Quantity in the last five (5) years (5.00 points)	Bidders should provide documents such as performance certificate issued by statutory auditors evidencing the actually completed annual export quantity.	1. The Bidder with the maximum average annual export quantity which can be verified gets 5.00 points. The Bidder with the minimum average annual export quantity which can be verified gets 3.50 point. Then a linear equation will be established.
			2. The others will get points proportionally following the established linear equation.
			3. The information contained in the supporting document shall be authentic and is tractable. RNPL shall verify its authenticity at its discretion. Any discovery of fabrication will result in rejection of the bidder in this and any future bidding process.
			4. Form 6.1 shall be filled by Bidders.


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Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
4	Letter of Satisfaction from previous Buyers in the last 5 years (2.00 points)	Bidders should submit documents demonstrating satisfaction of their delivery of coal from the Buyers/End Users. Such documents should bear the name and contact details of the Buyer for the purpose of verification.	1. The Bidder that cannot submit any single Letter of Satisfaction will get 0 point.
			2. The Bidder that submits one Letter of Satisfaction will get 1.40 point.
			3. The Bidder that submits the maximum number of Letter of Satisfaction will get 2.00 point.
			4. The other Bidders will get points proportionally.
			5. During the same period, several Letter of Satisfaction from the same Buyer/End User will be deemed as ONE Letter of Satisfaction only.
			6. Form 6.2 shall be filled by Bidders.
5	Production Capacity (5.00 points)	Minimum 10 Years for future Supply Period	1. Supply Period \geq 10 Years, score 3.50 points.
			2. Supply Period > 12 Years, score 3.51 to 4.50 points.
			3. Supply Period > 14 Years, score 4.51 to 5.00 points.
6	Supply Ensure Ability (3.00 points)	Other similar types of coal be provided in a timely manner in the event of force majeure affecting the supply of the coal mines; and Measures to minimize the occurrence of Supply Failure, Supply Shortfalls or Seller's Default as well as to ensure timely delivery.	1. Proposal contain the solutions of Supply Ensure Ability, Score 2.10 to 3.00 points.
			2. For other cases, score 0 points.
7	Financial situation (10.00 points)	Audit Report which should include but not limited to financial position, cash flow statement, profit level and Notes & Disclosure for the last 5 years.	1. Audit report: 0-1.00 point
			2. Financial position: 0-2.00 points
			3. Cash flow statement: 0-3.00 points
			4. Profit level: 0-3.00 points
			5. Notes & disclosure: 0-1.00 point

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Sl No.	Evaluation Contents and Scores	Score Distribution	Scoring Rules
8	Payment Terms (20.00 points)	As per Bidder's compliance with Contract Clause 11.3 Payment Terms in Chapter III.	<p>1. Noncompliance, i.e. any other portion which is greater than 90% for Initial Payment and any other portion which is below 10% for Balance Payment, score 0 point.</p> <p>2. Partial compliance, i.e. 90% for Initial Payment and 10% for Balance Payment, score 14 point.</p> <p>3. Complete compliance, i.e. 85% for Initial Payment and 15% for Balance Payment, score 17.00 points.</p> <p>4. Complete compliance, i.e. 80% for Initial Payment and 20% for Balance Payment, score 20.00 points.</p>







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1.1. Form 1 Proposal Letter

Attachment 2

Proposal Letter

Reference No. :

Date: [insert date of signing the Proposal Letter]

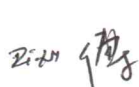
To: Company Secretary

RPCL-NORINCO INTL POWER LIMITED (RNPL)

1. We have received and studied the RFP document (RNPL/1320/2022/0653 dated 22 November, 2022) for Coal Procurement for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant. In addition to the differences clearly proposed in our proposal, we confirm and accept all the contents of the RFP, including the Draft Contract (Terms and Conditions), and we are willing to undertake the coal supply in accordance with the provisions of the RFP, and strictly implement the responsibilities and obligations we promised. We are submitting this proposal for procurement of [Coal A or Coal B] from [Indonesia or Australia].
2. We acknowledge that the proposal letter, price bid and all other documents provided according to the RFP are part of our proposal, and we are willing to modify any defects (if any) in them according to the RFP.
3. If we become a successful supplier, we promise to sign the contract with the Buyer according to the requirements of the RFP and assign qualified persons to implement the contract.
4. We agree to abide by this proposal for a period of at least One Hundred and Eighty (180) calendar days after the Deadline for submission, and this proposal shall remain binding on us at any time before the expiration of this period.
5. Before signing and executing the formal contract, this proposal, RFP and your written transaction notice shall constitute a binding contract between us.
6. We believe that you have the right to choose or reject some or even all suppliers before awarding the contract and agree that you will not make any explanation for the actions you have taken.
7. If we become a successful supplier, in addition to meeting the delivery period, we should also meet the reasonable changes required by the Buyer according to the actual situation of the plant, without any additional cost.

Legal Representative of Bidder

[Full name, position, signature and seal]







1.2. Form 2 Bid Price Schedule Form

Attachment 3

Bid Price Schedule

Date: [insert date of signing the Bid Price Schedule]

To: Company Secretary

RPCL-NORINCO INTL POWER LIMITED (RNPL)

Bidder: _____

Mine: _____

Loading Port: _____

Validity: One Hundred and Eighty (180) calendar days after the Deadline for submission

Tel No: _____

Email: _____

Dear Sir,

We hereby submit our Bid Price as following details:

1. The Price Adjustment Factor (PAF in USD) and Discount Factor (D in %) according to **Section 9.2** shall be as following table:

gcNEWC _n	IPV _n	D	PAF
gcNEWC _n ≤ 55	gcNEWC _n	XXX	XXX
55.01 ≤ gcNEWC _n ≤ 70	gcNEWC _n - 55	XXX	XXX
70.01 ≤ gcNEWC _n ≤ 85	gcNEWC _n - 70	XXX	XXX
85.01 ≤ gcNEWC _n ≤ 100	gcNEWC _n - 85	XXX	XXX
100.01 ≤ gcNEWC _n ≤ 115	gcNEWC _n - 100	XXX	XXX
gcNEWC _n ≥ 115	gcNEWC _n - 115	XXX	XXX
.....			

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Furthermore, the Discount, PAF and Base Price according to **Section 9.2** are in the following table.

GCNewC Base (NAR)		6000		BaseCV (NAR)	4100 (Coal A) 5500 (Coal B)		
Discount D (%)	XX	XX	XX	XX	XX	XX	Base Price Pn
GCNewC	PAF (\$)						
	< 55	> 55 < 70	> 70 < 85	> 85 < 100	> 100 < 115	> 115	
40	PAF						XX
45	PAF						XX
50	PAF						XX
55	PAF						XX
57		PAF					XX
60		PAF					XX
61		PAF					XX
62		PAF					XX
63		PAF					XX
64		PAF					XX
65		PAF					XX
66		PAF					XX
67		PAF					XX
68		PAF					XX
69		PAF					XX
70		PAF					XX
71			PAF				XX
72			PAF				XX
73			PAF				XX
74			PAF				XX
75			PAF				XX
76			PAF				XX
77			PAF				XX
78			PAF				XX
79			PAF				XX
80			PAF				XX
81			PAF				XX
82			PAF				XX
83			PAF				XX
84			PAF				XX
85			PAF				XX

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GCNewC Base (NAR)		6000		BaseCV (NAR)	4100 (Coal A) 5500 (Coal B)		
Discount D (%)	XX	XX	XX	XX	XX	XX	Base Price Pn
GCNewC	PAF (\$)						
	< 55	> 55 < 70	> 70 < 85	> 85 < 100	> 100 < 115	> 115	
86	PAF						XX
87	PAF						XX
88	PAF						XX
89	PAF						XX
90	PAF						XX
91	PAF						XX
92	PAF						XX
93	PAF						XX
94	PAF						XX
95	PAF						XX
96	PAF						XX
97	PAF						XX
98	PAF						XX
99	PAF						XX
100	PAF						XX
101	PAF						XX
102	PAF						XX
103	PAF						XX
104	PAF						XX
105	PAF						XX
106	PAF						XX
107	PAF						XX
108	PAF						XX
109	PAF						XX
110	PAF						XX
111	PAF						XX
112	PAF						XX
113	PAF						XX
114	PAF						XX
115	PAF						XX
120	PAF						XX
.....							
.....							
150							
.....							
.....							

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[Signature]

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Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title in Printed Words)

Note: the offer may be negative figures in the situations where Bidders deem appropriate.

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1.5. Form 5 Coal Specification Form

Attachment 4

Coal Specification for Coal A

Description		Coal Quality Rejection Limit	Seller's proposed coal quality
N.C.V.		Kcal/kg (As Received)	Min. 3900
Total Moisture		% (As Received)	Max. 36
Approx. Analysis	Resi. Moisture	% (Air Dried Basis)	Max. 25
	Volatile Matter	% (Air Dried Basis)	Min. 20 & Max. 44
	Fixed Carbon	% (Air Dried Basis)	Max. 45
	Ash	% (As Received)	Max. 5.8
Total Sulfur		% (As Received)	Max. 0.26
HGI		Points	Min. 46
Initial Deformation Temperature		°C (Reducing Atmosphere)	Min. 1180
Coal Size (over 2-100mm)		%	Min. 100
Coal Size (Fines 0-2mm)		%	Max. 10
Ultimate Analysis	Carbon	% (Dry, Ash free)	Min. 43.35
	Hydrogen		Max. 3.18
	Oxygen		Max. 15.28
	Nitrogen		Max. 1.21
Ash Analysis	SiO ₂	% (Dry basis)	20 ~ 80
	Al ₂ O ₃		12 ~ 20
	TiO ₂		Max. 3
	Fe ₂ O ₃		Max. 20
	CaO		Max. 13
	MgO		Max. 7
	Na ₂ O		Na ₂ O<1.98
	K ₂ O		Max. 0.8
	Others		-

2. Each of the above items shall be determined in accordance with the appropriate American Society for Testing and Materials standards.

Signature 1 *Signature 2*

Signature 3

Coal Specification for Coal B

Description			Coal Quality Rejection Limit	Seller's proposed coal quality
N.C.V.		Kcal/kg (As Received)	Min. 5100	
Total Moisture		% (As Received)	Max. 36	
Approx. Analysis	Resi. Moisture	% (Air Dried Basis)	Max. 25	
	Volatile Matter	% (Air Dried Basis)	Min. 18 & Max. 35	
	Fixed Carbon	% (Air Dried Basis)	Max. 45	
	Ash	% (As Received)	Max. 25	
Total Sulfur		% (As Received)	Max. 0.68	
HGI		Points	Min. 48	
Initial Deformation Temperature		°C (Reducing Atmosphere)	Min. 1240	
Coal Size (over 2-100mm)		%	Min. 90	
Coal Size (Fines 0-2mm)		%	Max. 10	
Ultimate Analysis	Carbon	% (Dry, Ash free)	Min. 43.35	
	Hydrogen		Max. 3.18	
	Oxygen		Max. 15.28	
	Nitrogen		Max. 1.21	
Ash Analysis	SiO ₂	% (Dry basis)	20 ~ 80	
	Al ₂ O ₃		12 ~ 20	
	TiO ₂		Max. 3	
	Fe ₂ O ₃		Max. 20	
	CaO		Max. 13	
	MgO		Max. 7	
	Na ₂ O		Na ₂ O<1.98	
	K ₂ O		Max. 0.8	
	Others		-	

2. Each of the above items shall be determined in accordance with the appropriate American Society for Testing and Materials standards.

Richa

[Signature]

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1.6. Form 6 Forms related to Evaluation

Attachment 5

Form 6.1 Annual Export Quantity in the last 5 years

No.	Bidder	Year	Coal of Origin	Name of Coal Mine	Export Destination	Delivered Quantity (Tonnes)	Average Export Quantity (Tonnes)	Supporting Documents
		2022						

Form 6.2 Register for Letter of Satisfaction

No.	Bidder	Contract Period	Coal of Origin	Name of Coal Mine	Buyer/End User	Contact Detail	
						Contact person	
						Tel:	
						Email:	
						Address:	
						Contact person	
						Tel:	
						Email:	
						Address:	



1.7. Form 7 Bid Security Form

Attachment 6

BANK GUARANTEE FOR BID SECURITY

[Bid security to be issued on non-judicial stamp paper of appropriate value by a **scheduled bank in Bangladesh or a foreign bank of International repute having correspondent bank located in Bangladesh, to make it enforceable**, as stated under the relevant ITB Clause]

[Bank's Name and Address of Issuing Branch or Office]

Date: _____

Beneficiary: **RPCL-NORINCO INTL. POWER LIMITED** [Name and Address of Buyer]

Atlanta Trade Center (7th Floor)

House # 01, Road # 1/A, Sector # 04

Uttara Model Town, Dhaka-1230, Bangladesh.

Bid Security No.: _____

We have been informed that _____ [name of the Bidder & Address] (hereinafter called "the Bidder") intends to submitted to you its Proposal dated _____ (hereinafter called "the Proposal") for the execution of _____ [name of contract] under Request for Proposals No. _____ ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bank Guarantee for Bid Security.

At the request of the Bidder, we _____ [name of Bank, Branch and Address] hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of US Dollar _____ [amount in figures] (_____) [amount in words], upon receipt by us of your first demand accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the proposal conditions, because the Bidder:

- a) has withdrawn its Proposal during the period of proposal validity specified by the Bidder in the Proposal Letter; or
- b) having been notified of the acceptance of its Proposal by the Buyer during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the Performance Security/Bond.

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after



the expiration of the Bidder's bid; or (iii) expire date.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

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1.9. Form 9 Request for Clarification

Attachment 7

Request for Clarification

Name of The Bidder: XXXXX

Title of RFP: Request for Proposal for Procurement of coal from Indonesia and/or Australia for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

Reference of RFP: RNPL/1320/2022/0653, Dated 22 November, 2022

Sl No	RFP Page No.	RFP Reference (Article No., Chapter No.)	RFP Description	Query from Bidder
1				
2				
3				

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9.2 Calculation of Invoice Value

Attachment 8

The delivered value (“**Invoice Value**”) of each Shipment of Coal shall be determined in accordance with the following formula:

$$IV_n = Q_n \times DP_n$$

Where:

- n = the Shipment of Coal, as identified by its **Bill of Lading**,
 IV_n = the Invoice Value for the Shipment,
 Q_n = the quantity of Coal in the Shipment, in Tonnes as recorded in the **Certificate of Weight** from the Loading Port, and
 DP_n = the **Delivered Price** per Tonne of Coal after adjustment to **Base Price** for the Shipment, determined as follows:

$$DP_n = P_n + P_{NCV} - P_{TM} - P_{TS} - P_{TA}$$

Where:

- P_{NCV} = Price increase or decrease per Tonne due to Actual NCV, determined in accordance with Section 10,
 P_{TS} = Price decrease per Tonne due to Actual TS, determined in accordance with Section 10.3,
 P_{TA} = Price decrease per Tonne due to Actual TA, determined in accordance with Section 10.4,
 P_{TM} = Subject to the Shipment being accepted by the Buyer, the price decrease per Tonne due to Actual TM exceeding the **typical value as specified in Appendix B**, determined in accordance with Section 10.2, and
 P_n = the **Base Price** per Tonne for the Shipment n (calculated on the assumption that the Coal in the Shipment has the **Typical NCV 4100 kcal/kg for Coal A and 5500 kcal/kg For Coal B**), which shall be:

$$(IPV_n \times \text{BaseCV}/6000) \times D + \text{PAF}$$

Where:

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IPV _n	=	Index Price Value for the Shipment,
BaseCV	=	4100 kcal/kg NAR for Coal A and 5500 kcal/kg NAR for Coal B
PAF	=	Price Adjustment Factor,
D	=	Discount Factor,
gcNEWC _n	=	the monthly price for FOB Newcastle coal (basis 6,000 kcal/kg NAR) reported on the GlobalCOAL website (www.globalcoal.com) for the month preceding the Opening Layday in which the loading of the Shipment is scheduled at the Loading Port as the Pricing Index , and

The Price Adjustment Factor (**PAF**) and Discount Factor (**D**) shall be derived from the following formula:

- If gcNEWC_n is \$55 or below then the IPV_n = gcNEWC_n, D =, PAF = \$0.00
- If gcNEWC_n is between \$55.01 and \$70.00 then the IPV_n = (gcNEWC_n - \$55), D =, PAF =
- If gcNEWC_n is between \$70.01 and \$85.00 then the IPV_n = (gcNEWC_n - \$70), D =, PAF =
- If gcNEWC_n is between \$85.01 and \$100.00 then the IPV_n = (gcNEWC_n - \$85), D =, PAF =
- If gcNEWC_n is between \$100.01 and \$115.00 then the IPV_n = (gcNEWC_n - \$100), D =, PAF =
- If gcNEWC_n is above \$115.00 then the IPV_n = (gcNEWC_n - \$115), D =, PAF =

The Seller shall issue a Confirmation Letter substantially as per the format provided in Appendix O as information to Buyer on the **Base Price** and quantity of specific Shipment enable the Buyer to confirm the calculation of Base Price (or provisional price if applicable gcNEWC_n is not available) for establishment of L/C. Seller shall provide such confirmation letter upon receipt of Vessel Nomination.

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APPENDIX B
COAL QUALITY REJECTION LIMITS

Attachment 9

For Coal A

Parameters	Basis		Typical	Rejection
Total Moisture	As received basis	%	32.00	Above 36.00
HGI		Points	50.00	Below 46.00
Ash content	As received basis	%	04.00	Above 05.80
Total Sulphur	As received basis	%	00.20	Above 00.26
Net Calorific Value	As received basis	%	4100	Below 3900
Initial Temperature	Reducing Atmosphere	Deg C	1240	Below 1180
Coal particles below 2mm		%	25.00	Above 35.00

COAL QUALITY REJECTION LIMITS

For Coal B

Parameters	Basis		Typical	Rejection
Total Moisture	As received basis	%	20.00	Above 36.00
HGI		Points	52.00	Below 48.00
Ash content	As received basis	%	20.00	Above 25.00
Total Sulphur	As received basis	%	00.48	Above 00.68
Net Calorific Value	As received basis	%	5350	Below 5100
Initial Temperature	Reducing Atmosphere	Deg C	1300	Below 1240
Coal particles below 2mm		%	25.00	Above 35.00

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