

RPCL-NORINCO INTL POWER LIMITED

(A Joint Venture of Rural Power Company Limited (RPCL), Bangladesh and NORINCO International Cooperation Limited, China))



Clarification to Queries from Bidders

on

BIDDING DOCUMENT

FOR

PROCUREMENT AND DELIVERY OF LIMESTONE AT

PLANT JETTY

FOR

**PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL
POWER PLANT PROJECT**

AT

Kalapara, District-Patuakhali, Bangladesh

(BIDDING DOCUMENT NO.: PUR-005(LPD/PATUAKHALI/OTM)/2023-24)

The following clarifications to the queries from bidders will be considered as the part and parcel of the issued **Bidding document (Bidding Document No. - PUR-005(LPD/PATUAKHALI/OTM)/2023-24; Dated 10 June, 2022)** and Amendment No.1 to Bidding Document (Ref No.:RNPL/1320/2024/0909 ; Dated: 15 July,2024)

SL. No	Bidding Document Page No.	Reference	Bidding Document Description	Bidder's Queries	RNPL's Response						
Clarifications to Queries from Bidder "A"											
1	20	Article 5.7 2. of Section II	During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, RNPL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance payment. Such reimbursement shall be done in Bangladesh Taka (BDT).	As an international bidder outside Bangladesh, we are unable to pay the relevant taxes, duties and other charges in Bangladesh. Also we are not able to receive reimbursement in BDT. We request the employer to pay the fee to the concerned statutory authority directly	Not acceptable. The provision of the original clause of the existing bidding document will prevail.						
2	8	Article 5.1 of Section IV	Following are the Limestone quantities, year-wise defined, for the purpose of bidding. Actual Annual/ yearly limestone quantity will be demanded at RNPL's option within the defined limits. <table border="1" data-bbox="560 1165 1019 1292"> <thead> <tr> <th>Sl No.</th> <th>Year</th> <th>Quantity (Metric Tons)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl No.	Year	Quantity (Metric Tons)				Please confirm the specific shipment batch and shipping volume, which is the basis of freight calculation.	The single order quantity shall be maximum 5,000(Five Thousand) ± 20% Metric Tons.
Sl No.	Year	Quantity (Metric Tons)									

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			<table border="1"> <tr> <td>1</td> <td>1st</td> <td>50,000</td> </tr> <tr> <td>2</td> <td>2nd</td> <td>50,000</td> </tr> </table> <p>The annual quantity as well as total contracted quantity for the Term mentioned above may vary within a range of ± 20%. Any change in annual quantity beyond the purview of the aforesaid limit will be discussed and mutually agreed to between RNPL and the Contractor and shall be dealt as per the provisions of contract.</p> <p>RNPL shall provide yearly, quarterly and monthly Limestone quantity, as described in Conditions of Contract (COC) Section-III, Clause - 10 (Limestone Quantity).</p>	1	1st	50,000	2	2nd	50,000		
1	1st	50,000									
2	2nd	50,000									
3	50	Article 22.2 b) of Section III	major breakdowns of the Station or discharging facilities at the LDP.	"Major breakdowns of the Station or discharging facilities at the LDP." Shall not be considered as Event of Force Majeure.	Major breakdowns mean Major breakdowns of the Station or discharging facilities at the LDP due to any unforeseen or unwanted or unscheduled event for which the station or discharging facilities at the LDP remain shut down for a time period of minimum 7(Seven) days or more.						

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4	2	Article 5.2 (i) of Section I	Bidder should have imported/exported and supplied a minimum of 40,000.00 (Forty Thousand Only) Metric Tonnes (MT) of dry bulk solid commodity(ies) like Coal, Limestone, Iron Ore, Fertilizers, Chemicals, Cement etc to any firm in any continuous twelve (12) months in one or multiple contracts during the past six (6) years reckoned from the date of opening of Technical Proposal.	We would like to clarify whether sulfur and magnesium oxide (MgO) are considered dry bulk solid commodities.	As long as any material is bulk, powder-like, dry and solid, and is transported by a bulk carrier vessel, then it can be considered as dry bulk solid commodity. As evidence in the Supporting documents (i.e. Bill of lading & Commercial Invoice), it needs to be mentioned that the commodities have been transported through a bulk carrier vessel as dry bulk solid commodity.									
5	21	ATTACHMENT 4.3 Limestone Delivery Point of Section IV	According to the Drawing of General Berth	As far as we know, the jetty can berth half load of 60,000MT of OGV, could the jetty allow 10000MT OGV berth for limestone?	Only one barge of Maximum size 2000 DWT can berth at Limestone Delivery Point. Please see Attachment 4-3 and 4-4 of section IV of Bidding document for details.									
6	36	Article 14.2. b) of Section III	<p>b) The rate of Demurrage for the Barge or the Lighter Vessel shall be as follows:</p> <table border="1"> <thead> <tr> <th>SL No.</th> <th>Barge or the Lighter Vessel size containing following load</th> <th>Rate of Demurrage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Less than 1500MT</td> <td>No Demurrage</td> </tr> <tr> <td>2</td> <td>Between 1500MT to 2000 MT</td> <td>USD 500 per day of delay</td> </tr> </tbody> </table>	SL No.	Barge or the Lighter Vessel size containing following load	Rate of Demurrage	1	Less than 1500MT	No Demurrage	2	Between 1500MT to 2000 MT	USD 500 per day of delay	The condition stating no demurrage fee for Bangladeshi barges under 1500MT is challenging to negotiate. Given the current circumstances, could we consider revising the condition to apply to barges under 1000MT load?	Not Acceptable. The provision of the original clause of the existing bidding document will prevail.
SL No.	Barge or the Lighter Vessel size containing following load	Rate of Demurrage												
1	Less than 1500MT	No Demurrage												
2	Between 1500MT to 2000 MT	USD 500 per day of delay												

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				or part thereof		
7	11	Article 7.3 of Section IV	<p>..... Barges/Lighters/Shuttle vessels/Partially loaded OGV shall be of higher capacity within the maximum dimension allowed so as to minimize the number of trips in the Rabnabad channel in line with EIA approval. Barges of having capacity more than 2000 DWT shall not be deployed in any case. Barges shall be self-propelled (towed barges are not allowed) and with hatch covers and should follow PPA guidelines. Further, the sizes of the barges and hatch opening shall be compatible with the ship unloader for uninterrupted and safe unloading operation. Bidders are advised to check the data/restriction/facilities etc. with the PPA or the other port authorities, as may be applicable, from time to time.</p>		<p>Below DWT 2000, market barges usually has 3 holds, we need to clarify jetty discharge any special request for barge hatch number and hatch cover specification.</p>	<p>Follow Bidding Document instructions. Bidder is suggested to see the detail information and drawings of the jetty mentioned in the Bidding document, which are all the available information. Bidder is also advised to visit and examine the Project site, before submitting its proposal, to acquaint itself with, and determine the existing conditions and limitations in respect of the Project site.</p>
Clarifications to Queries from Bidder "B"						
8	23	Article 7.8. of Section III	<p>In relation to the transshipment Service, the Contractor shall, including but not limited to:</p> <p>a) employ and operate, man, insure and maintain the TFs, fully classed, in good working order and in accordance with</p>		<p>As most barges in Bangladesh are not classified, will you accept barges if they are not classed?</p>	<p>Not accepted. The provision of the original clause of the existing bidding document will prevail.</p>

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			<p>the requirements defined under the Contract;</p> <p>b) 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;</p>		
9	35	Article 14.0 of Section III	<p>14.1. Laytime</p> <p>a) Laytime at the LDP shall commence upon completion of draft survey performed on the Barge or the Vessel carrying Limestone and readiness for unloading of Limestone at the LDP considering fair weather, unless otherwise stated by RNPL. Any delay whether attributable to time taken in placing the Barge or the Vessel in proper position with respect to the Unloader at the LDP, 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, stoppage of unloading operation at the LDP due to warning /</p>	<p>Laytime calculation is based on statement of facts (SOF), therefore which body or party shall issue the SOF in relation to the barges discharging at the plant jetty?</p>	<p>The laytime will be calculated as per the procedure mentioned in the bidding document.</p>

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			<p>instruction issued by Payra Port Authority, bad weather etc., shall be to the account of the Contractor and shall not count as Laytime and time on demurrage.</p> <p>b) Laytime shall cease upon completion of discharge of the Barge or the Vessel at the LDP.</p> <p>c) The time attributable to any of the following shall not count within Laytime:</p> <ul style="list-style-type: none"> I. stoppages due to adverse weather conditions (heavy rains, floods, strong winds, swell and fog); II. delay or suspension of unloading caused by the occurrence of an Event of Force Majeure; and III. any delay or suspension of unloading caused on account of lack of the Contractor, including on account of lack of coordination and/ or non-cooperation of the Contractor/ its Personnel with RNPL and/ or the Ship Unloader. 		

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10	38	Article 16.7 of Section III	In the event that RNPL fails to make undisputed payments under the invoices to the Contractor by the due date, RNPL shall be liable to pay interest for delayed payments at the rate of 1 % + 6-month SOFR Rate per annum.	Given the forex crisis of our country, delays in US Dollar payments are observed in the power sector and predicted to continue for the foreseeable future, at the same time the lending rates levied by the banks are well above delayed payment interest as suggested by the clause 16.7. Therefore, we propose that the applicable payment interest should be 3% + 6 month SOFR per month.	Not accepted. The provision of the original clause of the existing bidding document will prevail.
11	38	Article 17.2 a), II. And IV. of Section III	II. Submission of documentary evidence and original certificate for payment of Customs duty and Port Fees, if any, paid and a Copy of the 'Bill of Entry' shall be submitted along with the above documents. IV. Submission of original documents/ certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin(3)Insurance certificate for the cargo (4) Limestone Load Port Limestone Quality Analysis certificates of ITA (5) Certificate of weight; (6) Submission of certificate indicating the Mine(s) /Other sources from which the Limestone has been sourced,	II. Submission of documentary evidence and original certificate for payment of Customs duty and Port Fees, if any, paid and a Copy of the 'Bill of Entry' shall be submitted along with the above documents. IV. Submission of original documents/ certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin (3) Insurance certificate for the cargo (4) Limestone Load Port Limestone Quality Analysis	<ol style="list-style-type: none"> Regarding Article 17.2.a), II., The provision of the original clause of the existing bidding document will prevail. Regarding Article 17.2.a),IV, (8) , please see the Amendment No.1. Regarding Article 17.2. a), IV,(7) , Certificate of Hold Cleaning is referring to Hold cleaning of the Mother Vessel.

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			(7) Certificate of Hold Cleaning,(8) Submission of original Limestone Delivery Point Quality Analysis Certificates, (9) Bill of Exchange,(10) Packing list, (11) Insurance certificate for the cargo;	certificates of ITA (5) Certificate of weight; (6) Submission of certificate indicating the Mine(s) /Other sources from which the Limestone has been sourced, (7) Certificate of Hold Cleaning,(8) Submission of original Limestone Delivery Point Quality Analysis Certificates, (9) Bill of Exchange,(10) Packing list, (11) Insurance certificate for the cargo; The above struck out conditions or documents should be submitted when claiming for the 10% balance payment and not during claiming of 90% payment. In this way the contractor can claim payment upon shipment of goods from load port, which is customary practices in many sectors of international commodity supply. Without this change the documents requested for 90% and 10% balance are effectively the same. Query regarding IV ,(7) Certificate of Hold Cleaning	

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				Please confirm that you are referring to Hold cleaning of the Mother Vessel and not barges	
12	43	Article 19.1. a) of Section III	a)Marine Cargo Insurance during Transport For 110% of the total Contract Price covering loss or damage occurring while in transit from the LLP until the Limestone Delivery Point. The Marine Cargo Insurance shall be taken minimum to the requirement of Institute Cargo Clause 'A' and Institute Coal Clause and shall also cover the risks of war, strike, riots and civil commotion from the Loading Port (the LLP) up to the LDP till completion of discharge of cargo from the vessel.	Requested to delete the word Institute Coal Clause	Please see the Amendment No.1.
13	8	Article 5. of Section IVThe Contractor shall further have to arrange for requisite plots at the port other than LDP, for storage of Limestone to be procured by RNPL, if required. The Contractor shall be responsible and liable for all delays arising out of non-availability of adequate plots at port. RNPL in no circumstances shall be responsible for such delay and/or be liable for any claim on such account. Also, the Contractor shall not	Why is it required by the contractor to arrange for Plots at the port, whereas the contractor's supply obligation is basis delivery at the plant jetty? If for any reason RNPL is unable to receive any cargo at their plant jetty due to their own limitations it should be RNPL's responsibility. Furthermore, it is not possible so easily to acquire	Please see the Amendment No.1

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			hold RNPL responsible for such delays under any circumstances.	plots at the port or plant and especially for such a small limestone supply project.										
14	8	Article 5.1 of Section IV	<p>Following are the Limestone quantities, year-wise defined, for the purpose of bidding. Actual Annual/ yearly limestone quantity will be demanded at RNPL's option within the defined limits.</p> <table border="1"> <thead> <tr> <th>SI No.</th> <th>Year</th> <th>Quantity(Metric Tons)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1st</td> <td>50,000</td> </tr> <tr> <td>2</td> <td>2nd</td> <td>50,000</td> </tr> </tbody> </table> <p>The annual quantity as well as total contracted quantity for the Term mentioned above may vary within a range of $\pm 20\%$. Any change in annual quantity beyond the purview of the aforesaid limit will be discussed and mutually agreed to between RNPL and the Contractor and shall be dealt as per the provisions of contract.</p> <p>RNPL shall provide yearly, quarterly and monthly Limestone quantity, as described in</p>	SI No.	Year	Quantity(Metric Tons)	1	1st	50,000	2	2nd	50,000	<p>The annual required quantities of 50,000 MT each are noted, but please clarify what will be your minimum ordered quantity of Lot sizes? Hereby suggest and request that each order of Limestone should be at least 25,000 MT for ease of shipping.</p>	Please see SI no.2 of this clarification document.
SI No.	Year	Quantity(Metric Tons)												
1	1st	50,000												
2	2nd	50,000												

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			Conditions of Contract (COC) Section-III, Clause - 10 (Limestone Quantity).						
15	11	Article 7.1, Table-1, Sl No.5 of Section IV	<table border="1"> <tr> <td>5</td> <td>Particle size</td> <td>mm</td> <td>≤20</td> </tr> </table>	5	Particle size	mm	≤20	Hereby requested that Particle size amended to be mm=10-80	Not accepted. The provision of the original clause of the existing bidding document will prevail.
5	Particle size	mm	≤20						

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