

Response to the Queries of the Prospective Tenderers

for

Supply of Coal

for

Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant

(Tender Document Ref.: PUR-007(CS/PATUAKHALI/OTM)/2023-24, 06.11.2024)

Reference No.: RNPL/1320/2024/1584

Date: 10 December, 2024



RPCL-NORINCO INTL POWER LIMITED



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
Tenderer 1			
1	<p>Page 9 Section 1: Instruction to Tenderers ITT 21.1 (g)</p> <p>Written confirmation authorising the signatory of the Tenderer to commit the Tender, as stated under ITT sub-Clause 34.4;</p>	<p>Please confirm if this document is power of Attorney as per attachment 4 to the form PG4-2? Does this PoA need to be separately attached with both form PG4-1A and PG4-1B?</p>	<p>Yes.</p> <p>The Power of Attorney as per Attachment 4 of Form PG4-2: Tenderer Information Sheet need to be attached separately to both Form PG4-1A and Form PG4-1B.</p>
2	<p>Page 9 Section 1: Instruction to Tenderers ITT 21.1 (h)</p> <p>(h) The completed eligibility declarations, to establish its eligibility as stated under ITT clause 5, in the Technical Offer Submission Letter (Form PG4-1A), as furnished in section 5: Tender and Contract Forms;</p>	<p>Please advise what is to be submitted for this requirement apart from form PG4-1A?</p>	<p>Form PG4-1A contains the required eligibility declarations as required under ITT 21.1 (h).</p> <p>Properly filling out and submitting the Technical Offer Submission Letter (Form PG4-1A) as per the provided format will suffice.</p>
3	<p>Page 9 Section 1: Instruction to Tenderers ITT 21.1 (i) & (j)</p> <p>(i) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering or signing a Contract with the Purchaser as stated under ITT clause5;</p> <p>(j) An affidavit confirming that the Tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be</p>	<p>Please advise if these affidavits are to be provided in any specific formats. If so, please provide formats.</p>	<p>The tenderer may issue affidavit in company letter head/ legal stamp notarized by a public notary who will be considered as an independent authority.</p>





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5;		
4	<p>Page 9 Section 1: Instruction to Tenderers ITT 21.1 (k)</p> <p>A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number(TIN) and VAT registration number or in lieu any other document acceptable to the purchaser demonstrating that the Tenderer is a genuine Tax payer and has VAT registration number as a proof of fulfillment of taxation obligations as stated under ITT Clause 5. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided;</p>	<p>Is VAT registration certificate sufficient for this purpose?</p>	<p>The Tenderer should provide sufficient documents as a proof of it being a genuine Tax and/or VAT payer.</p> <p>For example, if there are information/document similar to eTIN certificate, VAT registration certificate (BIN) as prevalent in Bangladesh, the Tenderer should provide such documents.</p>
5	<p>Page 9 Section 1: Instruction to Tenderers ITT 21.1 (l)</p> <p>Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh or in case of foreign tenderer in their country of origin or a certificate concerning their competency issued by a professional institution in accordance with the law of the country of their origin, as stated under ITT Clause 5;</p>	<p>We are a Dubai, UAE based company. Can you please specify names of any such trade organizations in UAE whose certificate shall suffice this requirement? We want specific names of eligible professional organizations which are acceptable to RNPL to avoid any confusion in submission of documents.</p> <p>A trade license certificate showing our nature of business issued by relevant govt authority is sufficient for this purpose?</p>	<p>Updated certificate like trade license, business registration showing the nature of your business will suffice.</p>



Tak

ges

AS

3



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
6	<p>Page 10 Section 1: Instruction to Tenderers ITT 21.1 (m)</p> <p>The country of origin declaration, to establish the eligibility of the Good and Related Services as stated under ITT clause 6, in the price Schedule for Goods and related services (Form PG4-3B,3C and PG4-3D) as, applicable, furnished in section 5: Tenderer and Contract Form;</p>	<p>Please specify specific document requirement to satisfy this condition.in case of any self-declaration by bidder, please provide a format for such declaration.</p>	<p>The country of origin should be declared in Attachment 5: Coal Mine Information of Tenderer Information Sheet (Form PG4-2).</p> <p>Follow the published Addendum.</p>
7	<p>Page 10 Section 1: Instruction to Tenderers ITT 21.1 (n)</p> <p>Documentary evidence as stated under ITT clause 25, that the Goods and Related Services Conform to the Tenderer Documents</p>	<p>Please advise which document is to be presented for this purpose?</p>	<p>Properly filling out and submitting the attached documents of the forms of Section 5: Tender and Contract Forms in the format provided in Section 5: Tender and Contract Forms will suffice.</p>
8	<p>Page 13 Section 1: Instruction to Tenderers ITT 26.1 (d)</p> <p>adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports or Bank statement or credit line (s) substantiated in the format as specified (FormPG4-6A), without alteration as stated under ITT Sub Clause 15.1(a);</p>	<p>Requirement of USD 400 million of working capital is too onerous and unnecessary. Further, no bank is willing to provide form PG4-6A with its current language. These bank lines are always revolving and not committed to any one specific customer or contract. We have sufficient revolving bank lines to perform this tender. However, to obtain this letter from bank is not possible in its current format Any successful Bidder is also going to submit performance. Guarantee, which will in all way always protect purchaser's interest, hence this requirement is unnecessary. You may kindly</p>	<ol style="list-style-type: none"> Regarding the issue of working capital, follow the published addendum. It is preferred that the tenderers follow the format of PG4-6A. However, the tenderer may provide credit facilities in the format legally acceptable in the country of origin of the tenderer.

Taloo

4/2/20

RA

4/2





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
9	<p>Page 37 Section 2: Tenderer Data Sheet ITT 15.1(a)</p> <p>The minimum amount of liquid asset or working capital or credit facility is</p> <p>i. Liquid Asset or working capital of the tenderer as per the latest audited financial statements should not be less than USD 400.00 million or credit facilities of USD 400.00 million</p> <p>ii. The average annual turnover of the tenderer, in the three (3) financial years as on 1st July 2024, should not be less than USD 100 million (US Dollars One Hundred Million Only) as evidenced by the audited financial statements of the tenderer.</p>	<p>reconsider both requirement (i.e. USD 400 million working capital and format PG4-6A)</p> <p>Can we combine working capital and credit facilities to archive the required number of USD 400 million?</p> <p>Further, this requirement of USD 400 million is too onerous and unnecessary for the scope of this tender. If average annual turnover requirement is only USD 100 million, how can working capital requirement be 4 times the turnover requirement? This illogical and need to be reconsidered.</p>	<p>Follow the published addendum.</p>
10	<p>Page 105 Section 5: Tender and Contract Forms Form PG4-2: Tenderer Information Sheet Clause 1.7</p> <p>Documentary evidence demonstrating that they are enrolled in the relevant professionally or trade organizations registered in Bangladesh in accordance with ITT clause 5 or in case of foreign tenderer in their country of origin or a certificate concerning their competency issued by a professional institution in accordance with</p>	<p>Please specify name of the professional institutions in UAE, whose membership shall qualify for the purpose of this requirement. We are a DUBAI, UAE based company. Is trade license issued by relevant authority is sufficient for this purpose</p>	<p>Follow the response provided in S/N 5.</p>



Tafiq

[Signature]

[Signature]

[Signature]



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	the law of the country of their origin, as stated under ITT Clause 5.		
11	Page 106 Section 5: Tender and Contract Forms Form PG4-2: Tenderer Information Sheet Clause 3.7 Attached are copies of original documents required in accordance with serial no.3: [check box (es) of the attached original documents] ? Certification of 1st supply experience in accordance with ITT Sub-Clause14.1(a)	Please specify what kind of certification is required for 1st supply experience? Just BL of lading and commercial invoice is sufficient, or we also need and user certificate for this?	Any one type of authentic document customarily used in the coal supply business i.e. Bill of Lading, LC, End User Certificate etc. may be used to prove the 1st supply experience.
12	Page 106 Section 5: Tender and Contract Forms Form PG4-2: Tenderer Information Sheet Clause 3.7 Attached are copies of original documents required in accordance with serial no.3: [check box (es) of the attached original documents] ? Bill of lading accompanied with commercial invoice of each shipment/ and user certificate with mentioned delivery quantity issued by the purchaser to match the required supply experience, in accordance with ITT Sub-Clause 14.1(b) as per Attachment 1a & 1b, form PG4-2	Only Bill lading and commercial invoice in sufficient or end-user certificate is also required? Is there any specific format for us to summarize and tabulate BL and commercial invoice for all then quantity? What all information is required in the same table?	Follow the response provided in S/N 24. There is no specific format for summarizing and tabulating Bill of Lading and Commercial Invoice information, in case Bill of Lading accompanied with Commercial Invoice is provided as a proof of supply experience. The Tenderer will be evaluated based on the actual documents i.e. Bill of Lading accompanied with Commercial Invoice.
13	Page 108 Section 5: Tender and Contract Forms Form PG4-2: Tenderer Information Sheet Attachment 1a End user certificate	Can we alter format of this certificate to include contract numbers and quantity of each vessel against each vessel in the table given below?	No. The format as provided in the tender document will have to be followed.

TAB

1/11/20

1/11/20

1/11/20





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	This is to certify that... [Name of the Tenderer and Address].has been awarded the contract of ..[Name of the contract and contract Ref. No]. They have successfully supplied and delivered to us total... [Name of the power plant &Address]. as per following details:	Reason is we have supplied to same power plant many vessels under different contract numbers. To combine all the data from same power plant, we need to alter the format of this certificate. However, it will still include all the requested information. Can we also remove the LC reference number from table, as its difficult to track LC number of old vessels.	You may mention the different contract name and reference number and then provide a single end user certificate or you may provide multiple end user certificate for different contracts from the same end user.
14	Page 112 Section 5: Tender and Contract Forms Form PG4-2: Tenderer Information Sheet Attachment 3 Financial Criteria Qualification With reference to our Tender Proposal No... [Reference No. of proposal Letter] ... Dated... [Date of proposal letter]. submitted against Tender Document for supply of coal for Patuakhali 1320(2x 660) MW Coal Fired Thermal Power Plant (Tender Document No: PUR-007 (CS /PATUAKHALI/OTM)/2024-25 Date 06.11.2024).we hare by furnish the information from audited financial statements of three(3) years as on 1st July 2024 as per the requirement of ITT 15 to meet the financial qualification criteria according to the attached Appendixx 3.1: Audited Financial Statement of three years as on 1st July 2024)	This attachment is asking for Reference No Proposal Letter. Please clarify what is a proposal letter and in what format it has to be provide. There is no format provided for the proposal letter in the tender document.	Proposal Letter has been replaced as 'Technical Offer Submission Letter', 'Financial Offer Submission Letter' in the appropriate places. Follow the published Addendum.
15	Page 113 Section 5: Tender and Contract Forms Form PG4-2: Tenderer Information Sheet Attachment 3 Financial Criteria Qualification	Please clarify which format is to be provided for Appendix 3.2: Credit facility document. Does it refers to form PG4-6A? or if any other document, then please	Yes, credit facility document refers to PG4-6A. Follow the response provided in S/N 8.



Tofco

[Signature]

[Signature]

[Signature]



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	<p>Appendices:</p> <p>1. Appendix 3.1: Full Audited Financial statement of latest three (3) years</p> <p>2. Appendix 3.2: Credit Facility Document</p>		
16	<p>Page 124</p> <p>Section 5: Tender and Contract Forms</p> <p>Form PG4-3B: Price Schedule for Goods</p> <p>Clause 4</p> <p>In the Specification table, base specification for Total Moisture is mentioned as 25.2%</p>	<p>Here base specification of Total Moisture As received basis is given as 25.2% however, in the example calculator given in section 7 Article 4 page 166, price adjustment for total moisture adjustment has to be from the base specification only. For total Sulphur and total ash, both parameter in base specification and sample calculator is matching. For total moisture also it should match.</p>	<p>The Total Moisture (ARB) as base coal specification is 25.2%.</p> <p>The price of the supplied coal will be adjusted in case the Actual Total Moisture (As Received Basis) of the supplied coal exceeds 28% Total Moisture (As Received Basis).</p>
17	<p>Page 129</p> <p>Section 5: Tender and Contract Forms</p> <p>Form PG4-4: Specification Submission and compliance Sheet</p> <p>As the supporting document of the above-proposed coal specifications, the signed lab analysis reports of 3 shipment within last one (1) year reckoned from the date of opening of technical offer are attached here in Attachment PG4-1.</p>	<p>Please advise Lab analysis reports should be signed by who? By the Inspection agency/surveyor who have issued them or by the miner?</p>	<p>The lab analysis reports should be signed by the by the agency who have tested the coal samples and the agency must be from the listed laboratory as mentioned in Form PG4-4. Lab analysis reports issued by any agency other than the listed agencies in Form PG4-4 will not be acceptable.</p>
18	<p>Page 134</p> <p>Section 5: Tender and Contract Forms</p> <p>PG4-6a letter of commitment for Bank's undertaking for Line of Credit</p> <p>At the request of, and arrangement with, the Tenderer, we [name and address of the bank]</p>	<p>Please reconsider this format.</p>	<p>Follow the response provided in S/N 8.</p>

Tafy

fy

AD

S





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	do hereby agree and undertake that [name and address of the Tenderer] will be provided by us with a revolving line of credit, in case awarded the contract, for the delivery of goods and related services viz. [insert name of supply], for an amount not less than [name of current (s)] [Amount in figure](in words) for the sole purpose of the supply of Goods and related services under the above contract. This Revolving Line of Credit will be maintained by us until issuance of Acceptance Certificate by the procuring Entity.		
19	Page 162 Section 7: Technical Specifications Article 1 Coal Quality Specification Fixed carbon (air dried basis)-45% minimum	Kindly recheck this value, as it seems erroneous. It is highly unlikely to be met by high moisture coals from Indonesia due to higher inherent moisture and volatile matter in Indonesian Coal.	The provision of the tender document is the requirement of RNPL and the requirements should be followed.
20	Page 164 Section 7: Technical Specifications Article 2 Coal Quality Rejection Limit Total moisture specification-25.2%	This seems different than the price adjustment example given in Article on page 166 where penalty on total moisture is calculated from 28%. please advise if base specification for TM shall be 25.2%, while penalty shall only be considered from above 28%?	Follow the response provided in S/N 16.
21	Page 166 Section 7: Technical Specifications Article 4 Sample Calculation Price Adjustment for total moisture where Actual TM is more than 28% by weight (ARB) and thus in breach of the relevant Coal Quality Rejection Limit, then,	Is total Moisture value if 28% for price adjustment correct OR price adjustment shall be calculated from 25.2% which is given as the base specification for total moisture in article 2?	Follow the response provided in S/N 16.



Tg

18

18

18



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
Tenderer 2			
22	Page 80 Section 4: Particular Conditions of Contract GCC 27 Terms of Payment GCC 27.1.4. Letter of Credit (L/C) in United States Dollars for each shipment will be opened in any Scheduled Bank of Bangladesh within thirty (30) Business days after receipt the proforma invoice and advised through a bank reasonably acceptable to...	Could you please clarify the date by which we are expected to provide the proforma invoice for the issuance of the Letter of Credit (LC)? Since usually the LC needs to be opened before the laycan, is there any restriction on how early the seller can submit the proforma invoice to RNPL for LC opening?	Proforma Invoice should be issued as soon as practicable by the Supplier after the written order is placed to the Supplier by RNPL. Regarding LC issuance timeline, follow the published addendum.
23	Page 108 Section 5: Tender and Contract Forms Form PG4-2 Tenderer Information Sheet Attachment 1a: End User Certificate	Required Quantity: Could you please specify the exact shipment quantity to be indicated in Attachment 1a and Attachment 1b?	1. There is space in Attachment 1a: End User Certificate to mention the quantity that the end user certifies to have been supplied and delivered by the bidder. 2. The tenderer may collect multiple end user certificates from different end users.
24	Page 108, Page 109 Section 5: Tender and Contract Forms Form PG4-2 Tenderer Information Sheet Attachment 1a: End User Certificate Attachment 1b: Bill of Lading & Commercial Invoice	Coal mine owner and end-user restriction in Attachment 1a: Kindly confirm whether Attachment 1a and 1b can only feature one coal mine owner and one end-user to substantiate the required exported quantity of the tenderer.	1. If the tenderer opts to provide only end user certificate: The tenderer may collect single end user certificate from one end user or multiple end user certificates from different end users in the format Attachment 1a. 2. If the tenderer opts to provide only bill of lading accompanied with commercial invoice:

Tape

Handwritten mark

Handwritten mark

Handwritten mark





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
			<p>The tenderer should provide sufficient numbers of bill of lading accompanied with commercial invoices.</p> <p>3. If the tenderer opts to provide a mix of 'End user certificate/(s)' and 'Bill of Lading accompanied with Commercial Invoices':</p> <p>The tenderer may collect single end user certificate from one end user or multiple end user certificates from different end users in the format Attachment 1a and also provide sufficient numbers of bill of lading accompanied with commercial invoice in the format Attachment 1b. However, in case, there is common information of the same shipment in both type of document then that consistency of that information in the 'End User Certificate' and 'Bill of Lading accompanied with Commercial Invoice' will be checked.</p> <p>4. Follow the published addendum</p>
25	Page 108 Section 5: Tender and Contract Forms Form PG4-2 Tenderer Information Sheet Attachment 1a: End User Certificate	End-user clarification: As the bill of lading is required for tender submission, could you please clarify how RNPL determines the end-user from the bill of lading? Is the end-user identified by the name of the notify party?	1. RNPL determines the end-user from the name written in 'Consignee' or 'Notify Party' and that end user need to be a power plant.
26	Page 108 Section 5: Tender and Contract Forms Form PG4-2 Tenderer Information Sheet	Authorized Signature: Should the signature on attachment 1a to be made by the coal mine owner or the end-	1. Follow the published addendum 2. The tenderer may collect single end user certificate from one end user or multiple



Toko



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	Attachment 1a: End User Certificate	user? As the text states "delivered to us", this seems to imply only 1 end-user should sign.	end user certificates from different end users to match the experience criteria. 3. The end user certificate needs to be issued by a power generation company.
27	Page 106 Section 5: Tender and Contract Forms Form PG4-2 Tenderer Information Sheet Point 3.7 of the table	Attachment requirements: Please clarify if the tenderer needs to submit both the Commercial Invoice and the End-User Certificate, or is submitting just one sufficient?	Follow the response provided in S/N 12 and S/N 24.
28	Page 106 Section 5: Tender and Contract Forms Form PG4-2 Tenderer Information Sheet Point 3.7 of the table	Attachment clarification: What is meant by "issued by Purchaser"? Does this refer to the commercial invoice issued by tenderer themselves or the end-user?	If the tenderer opts to provide only end user certificate, then end user certificate with mentioned delivered quantity need to be issued by the purchaser where the coal was delivered. Purchaser in this context means end user which must be a power plant.
Tenderer 3			
29	Page 137 Section 2: Tender Data Sheet ITT 15.1(a) Liquid Asset or working capital of the tenderer as per the latest audited financial statement should not be less than USD 400 Million or credit facilities of USD 400.00 million.	Liquid Asset or working capital as per the latest audited financial statements should not be less than USD 250 million.	Follow the published Addendum
30	Page 80 Section 4: General Conditions of Contract GCC 27: Terms of Payment	At Letter Credit (L/C) in United States Dollars for each shipment will be opened in any Scheduled Bank of Bangladesh before seven (7) Business days before the Laycan and	Regarding LC issuance timeline, follow the published addendum.

Taj

9/8

11

3





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	GCC 27.1.4 Letter of Credit (L/C) in United States Dollars for each shipment will be opened in any Schedule Bank of Bangladesh within thirty (30) Business days after receipts of the proforma invoice and advised through a bank reasonable acceptable to the supplier.....	reputed bank confirmed by an international reputed bank acceptable to the supplier.....	
31	Page 155 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.9 Laytime The Laytime allowed for each Vessel shall be determined by dividing the weight of the cargo of Coal loaded at the Loading Port by twenty thousand (20,000) Tonnes per day (SHINC), twenty-four (24) consecutive hours per day except Major Holidays of the Country of Origin unless used.	The Laytime should be dividing the weight by 20,000 tons per day (SHINC) if loaded at Coal Terminals or 8,000 tons per day (SHINC) if loaded at outer Anchorage.	No. The provisions of the tender document have to be followed.
Tenderer 4			
32	Page 10 Section 1: Instruction to Tenderers ITT 21.1 (q) Any other document as specified in the TDS.	Can bidder propose supply from more than one mine while maintaining each individual shipment from a single mine?	No. Tenderer should collect commitment letter from any one coal mine. The tenderer will be bound to supply coal from that coal mine throughout the contract term.
33	Page 163 Section 7: Technical Specifications Article 1 Coal Quality Specification	The Ash fusion Temperature in the coal Specification will significantly limit the coal sourcing from a very limited band, which may affect cost competitiveness and uninterrupted supply in case of any unforeseen event at the selected mine. Is it possible to reduce the AFT to a more reasonable level of 1150 DegC?	No. The provision of the tender document should be followed.



Tafso

Handwritten signatures and initials



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
34	Page 155 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.9 Laytime The Laytime allowed for each Vessel shall be determined by dividing the weight of the cargo of Coal loaded at the Loading Port by twenty thousand (20,000) Tonnes per day (SHINC), twenty-four (24) consecutive hours per day except Major Holidays of the Country of Origin unless used.	The load rate for a typical supplier/geared-grabbed vessel in Indonesia is about 10,000 MT/day; however, the tender stipulates a loading rate of 20,000 MT/day. Is there a scope to discuss/ revise this?	Follow the response provided in S/N 31.
35	Page 58 GCC 8 Governing Law Section 3: General Conditions of Contract Page 96, Page 97 PCC 47.4.3.3, PCC 47.4.3.4 Section 3: General Conditions of Contract	GCC Cl.8 states that the governed by laws of the people republic of Bangladesh. However, PCC Cl.47.4.3.3 states that the governing Law shall be Singapore Law. Further, PCC Cl.47.4.3.4 states that international Bar Association Rules of Evidence shall apply. Would greatly appreciate if it can be clarified which would be the governing law for the entre contract.	In case of conflict, the law of Singapore shall prevail.
36	Page 80 PCC 27.1.4 Section 4: Particular Conditions of Contract	While it is mentioned that the letter of credit (LC) will be opened from any Scheduled Bank of Bangladesh; request the Tenderer to issue a list of Bank from which the LCs will be opened. This information is crucial for the Bidder to determine how/where/when the Lcs can be negotiated and/or discounted.	The provision of the tender document should be followed.

Tdp

4/1/24

~~4/1/24~~

3





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
37	Page 80 PCC 27.1.4 Section 4: Particular Conditions of Contract	The clause mentions that the letter of credit (LC) will be established within 30 days from the issue of proforma Invoice (PI) by the supplier. Typically, the PI can be issued by the supplier only after a fixed laycan has been agreed between Buyer and seller and around the same time, Buyer also needs to nominate a performing vessel, which is a key piece of information for issuing the PI by the supplier. This usually happens about 10-15 days before the ship arrives at the port of loading. However, as per this clause, if LC is opened by the Buyer upto 30 days from issuance of PI by supplier, there could be situations where the LC is not opened by the time the vessel reaches the port of loading. As is international practice in the coal trade, the Supplier/shipper would need a clean, workable LC before the start of the laycan at the port of loading to be able to prepare for prompt loading of the vessel when she arrives at the port of loading. Hence, we request that the timeline for opening of LC by Buyer needs to be 10 days prior to commencement of laycan at the port of loading. Typically, Supplier/Shipper will commence loading of vessel only after receipt of a clean, workable LC.	Regarding LC issuance timeline, follow the published addendum.
38	Page 80, Page 81 PCC 27.1.4 Section 4: Particular Conditions of Contract	Will the LC be confirmable/confirmed- even if the cost of confirmation is to the supplier?	It is up to the suppliers' to decide but any and all costs related to confirmation will be borne by the supplier.



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
39	Page 152 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.5.1. (a) either Capesize or Panamax or Supramax or Handymax or Handy size, at the Purchaser's option, not exceeding twenty-five (25) years in service and meeting the Loading Port restrictions as provided in Attachment 8 of Form PG4-2 of Section 5: Tender and Contract Forms;	The maximum age of vessel is mentioned as 25 years, which is not acceptable to several miners/shippers in Indonesia. Can this be revised to 20 years maximum?	No. The provisions of the tender document have to be followed.
40	Page 152 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.5.1. (a) either Capesize or Panamax or Supramax or Handymax or Handy size, at the Purchaser's option, not exceeding twenty-five (25) years in service and meeting the Loading Port restrictions as provided in Attachment 8 of Form PG4-2 of Section 5: Tender and Contract Forms;	The range of vessel mentioned suggest Capesize or panamax or supermax or handmax. Is it possible to narrow down to 1-2 size of vessels as this could be a factor that can determine if coal from certain mines can be shipped or not.	No. The provisions of the tender document have to be followed.
41	Page 152 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.5.1. (a) either Capesize or Panamax or Supramax or Handymax or Handy size, at the Purchaser's option, not exceeding twenty-five (25) years in service and meeting the Loading Port restrictions as provided in Attachment 8 of Form PG4-2 of Section 5: Tender and Contract Forms;	In vessel type, it is mentioned Capesize or panamax which are usually not equipped with gears & grabs. Is it possible to confirm whether the vessels will be geared- grabbed or gearless type vessels are also possible?	The performing vessel shall be geared type.

Tobc

ghe

AS

3





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
42	Page 39 TDS 36.1 Section 2: Tender Data Sheet The deadline for submission of Tenders is 12:00 PM (BST) on 19 December, 2024	Since it is international holiday season towards the end of December due to Christmas and New Year; would it be possible to extend the submission deadline by 3-4 weeks?	Tenderers will be notified in case there is an extension of the submission deadline.
43	Page 82 PCC 27.3.2.2 Section 4: Particular Conditions of Contract 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.	Balance 10% payment under the letter of credit (LC)- it is not expressly mentioned the conditions, timeline and/ or documents that will form the basis of this 10% drawdown under the LC. Since this is a FOB based coal supply contract, we request 100% payment under the PCC Cl.27.3.2.1	No. The provisions of the tender document should be followed. Follow the response provided in S/N 74.
44	Page 40 TDS 66.2 Section 2: Tender Data Sheet The amount of Performance Security shall be USD 10,000,000.00 (US Dollar Ten Million Only) or equivalent Taka on the date of claim..	Performance Security- can the amount be reduced to USD 5.00 Million?	No. The provisions of the tender document should be followed.
45		We note that there is a Risk Purchase clause to protect the purchaser. The Supplier will be entering into back-to-back arrangements with the coal Producer/Miner; however, if the purchaser does not lift the minimum guaranteed quantity per year, then supplier will need some protection in the form of Take or Pay on a USD/MT basis for the shortfall quantity. Would Tenderer agree on such a structure/ arrangement?	No. The provisions of the tender document should be followed.





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
46	Page 9 ITT 21.1 Section 1: Instruction to Tenderers	<p>The question relates to the following three documents:</p> <ul style="list-style-type: none">a. An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the tenderer or employees of tenderer entering into or signing a Contract with the purchaser in accordance with ITT clause 5b. An affidavit confirming that the tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceeding for any of the forgoing in accordance with ITT Clause 5c. Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance institution from where such declaration needs to be issued with ITT Clause 5 or in case of foreign tenderer in their country of foreign or a certificate concerning their competency issued by a professional institute in accordance with the law of the country of their origin, as stated under ITT clause 5. <p>Can Tenderer issue the above declaration on own letterhead signed by the directors of the company? Will it suffice if such self-declaration is notarized by an independent authority? If not, please indicate the relevant</p>	<ol style="list-style-type: none">1. Follow the response provided in S/N 3.2. Regarding documentary evidence for enrollment in professional or trade organization, please follow the response provided in S/N 5.

Taj

g. H. g.

~~AD~~

3





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
47	Page 118 Attachment 7: Force Majeure Declaration Tenderer Information Sheet (Form PG4-2)	Declarations of Force Majeure in last 5(5) years- this applies to the Bidder or the Mine?	The declaration applies to the tenderer.
48	Page 134 Letter of Commitment for Bank's Undertaking for Line of Credit (PG4-6A)	Given the current circumvents in Bangladesh, international banks are finding it challenging to have confirming for letter of credit (LCs) issued by Bangladeshi Banks. Even getting a bank to issue a letter of commitment as per the given format looks unlikely. In any case, what is the minimum credit line amount that would be required?	No. It is preferred that the tenderers follow the format of PG4-6A. However, the tenderer may provide credit facilities in the format legally acceptable in the country of origin of the tenderer. Follow the published addendum for working capital or liquid asset or credit line.
Tenderer 5			
49	Page 78 PCC 23.2.2. Invoicing Section 4: Particular Conditions of Contract (g) one (1) original of the Acceptance of Readiness (including the Notice of Readiness);	Delete	No. The provisions of the tender document should be followed.
50	Page 78 PCC 23.2.2. Invoicing Section 4: Particular Conditions of Contract (h) one (1) original of the Statement of Facts.	Delete	No. The provisions of the tender document should be followed.
51	Page 80 PCC 27.1.4 Section 4: Particular Conditions of Contract Letter of Credit (L/C) in United States Dollars for each shipment will be opened in any Scheduled Bank of Bangladesh within thirty (30) Business days after receipt the proforma invoice and advised through a bank reasonably acceptable to the Seller in accordance with the conditions stipulated.	Revised to "At sight Letter of Credit (L/C) in United States Dollars for each shipment will be opened in any Scheduled Bank of Bangladeshten (10) Business days prior to the first day of the agreed Laycan and advised through a bank reasonably acceptable to the Seller in accordance with the conditions stipulated.	Regarding LC issuance timeline, follow the published addendum.



Talib

Handwritten signature

Handwritten signature

Handwritten signature



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
52	Page 82 PCC 27.3.2.1 Section 4: Particular Conditions of Contract Initial Payment: Ninety percent (90%) of the Contract Price of the Shipment shall be released against L/C of 15 days allowable time with upon sailing of the vessel containing the Coal Shipment from Seller	Revised to " Initial Payment: Ninety percent (90%) of the Contract Price of the Shipment shall be released by At Sight L/C against Loading Documents"	No. The provisions of the tender document should be followed.
53	Page 82 PCC 27.3.2.2 Section 4: Particular Conditions of Contract Balance Payment: ten percent (10%) of the Contract Price of the Shipment shall be released after adjusting any outstanding Dues on receipt of the shipment by RNPL...	Revised to " Balance Payment: ten percent (10%) of the Contract Price of the Shipment shall be released against final Commercial Invoice and copy of Discharging port COA & COW.	No. The provisions of the tender document should be followed. Also, follow the response provided in S/N 74.
54	Page 82 PCC 27.5.2 Section 4: Particular Conditions of Contract Late Payment "...at the rate of 3-Month Term SOFR plus one percent (1.00%) per annum..."	Revised to "...at the rate of 3-Month Term SOFR plus 2.5 percent (2.50%) per annum..."	No. The provisions of the tender document should be followed.
55	Page 155 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.4.5 At least At least twenty (20) days prior to the commencement of each Delivery Month, the Purchaser shall transmit to the Supplier its written order for Coal to be delivered to Purchaserr during such month (the "Delivery Month Quantity"), together with any adjustments in the Laycan(s) for the Shipment(s) of Coal to be delivered to the Loading Port in such Delivery Month.	At least thirty (30) days prior to the commencement of each Delivery Month,.	No. The provisions of the tender document should be followed.

Taf

Handwritten signature

Handwritten signature

Handwritten signature





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
56	Page 155 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.5.1 (a) either Capesize or Panamax or Supramax or Handymax or Handy size, at the Purchaser's option, not exceeding twenty-five (25) years in service and meeting the Loading Port restrictions as provided in Attachment 8;	Revised to " 6.5.1(a) In case of Coal Terminal as Loading Port, either Capesize or Panamax or Supramax or Handymax or Handy size, at the Buyer's option; In case of Anchorage as Loading Port, Supramax; and not exceeding twenty (20) years in service and meeting the Loading Port restrictions as provided in Attachment 8; "Add (n): The vessel cannot be with flag and / or ship management under the countries of Iran, Iraq, North Korea, Myanmar, Cuba and Sudan. The vessel shall not be subject to any international sanctions etc. due trading with Iran, Iraq, North Korea, Myanmar, Sudan, Sudan, Cuba or any other sanctioned state.	No. The provisions of the tender document should be followed.
57	Page 153 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.5.2 Vessel Nomination At least seven (7) Business Days prior to the first (1st) day of the Laycan at the Loading Port for the Vessel for any Shipment ("Opening Layday"), the Purchaser shall notify the Supplier of the Vessel's name ("Vessel Nomination"), its length, its beam, the number of holds and hatches, and the draft expected on arrival at the Loading Port.	Revised to "at least 14 days prior to the first (1 st) of the Laycan.... The Buyer shall notify the Seller of the Vessel's name ("Vessel Nomination")"	No. The provisions of the tender document should be followed.



Tender

১৭

১৮

১৯



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
58	Page 153 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.5.5 Purchaser or its agent shall provide the stowage plan with the estimated tonnage of cargo to be loaded into the Vessel at least three (3) days prior to ETA.	6.5.5 Buyer or its agent shall provide the stowage plan with the estimated tonnage of cargo to be loaded into the Vessel at least five (5) days prior to ETA.	No. The provisions of the tender document should be followed.
59	Page 154 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.6.3 The Purchaser shall hire, at its own cost, an independent inspector (to be nominated by the Purchaser) to inspect the cleanliness of each hold in the Vessel according to the standards prescribed by the relevant standards. The Purchaser shall provide the Seller with a copy of a Certificate of Holds Cleanliness promptly upon its being issued by such inspector.	Revised to "The Seller shall hire, at its own cost, an independent inspector (to be nominated by the Seller) to inspect the cleanliness of each hold in the Vessel according to the standards prescribed by the relevant standards."	No. The provisions of the tender document should be followed.
60	Page 154 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.7.2 The Supplier shall provide free of charge to the Purchaser a berth at the Loading Port which...	Revised to "The Seller shall provide to the Buyer a berth or anchorage, as the case maybe, at the Loading Port which"	Follow the published addendum.

Tadp

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
61	Page 154 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.7.3 The purchaser shall cause the Notice of Readiness to be tendered by the master of the Vessel to the Seller any time during day or night SHINC except on Major Holidays of the Country of Origin when the Vessel (i) has arrived at the Loading Port and (ii) is Ready in All Respects to load the Coal at the Loading Port, whether the Vessel has arrived at its designated berth at the Loading Port or not.	6.7.3 The buyer shall cause the Notice of Readiness to be tendered by the master of the Vessel to the Seller any time during day or night SHINC except on Major Holidays of the Country of Origin when the Vessel (i) has arrived at the Loading Port and (ii) is Ready in All Respects to load the Coal at the Loading Port, whether the Vessel has arrived at its designated berth at the Loading Port or not, but after free pratique"	No. The provisions of the tender document should be followed.
62	Page 155 Section 6: Schedule of Requirements Article 6 Delivery and Shipment 6.9 Laytime The Laytime allowed for each Vessel shall be determined by dividing the weight of the cargo of Coal loaded at the Loading Port by twenty thousand (20,000) Tonnes per day (SHINC), twenty-four (24) consecutive hours per day except Major Holidays of the Country of Origin unless used.	Revised to "The Laytime allowed for each Vessel shall be determined by dividing the weight of the cargo of Coal loaded at the Loading Port by twenty thousand (20,000) Tonnes in case of Coal Terminal or eight thousand (8,000) Tonnes in case of Anchorage per day (SHINC), twenty-four(24) consecutive hours per day except Major Holidays of the Country of Origin unless used.	No. The provisions of the tender document have to be followed. However, the proposed change may be considered subject to agreement of the coal transportation contractor of RNPL.
63	Page 160 Section 6: Schedule of Requirements Article 7 Sampling and Testing 7.2.5 No later than four (4) Business Days after completion of loading of the Shipment, the Supplier shall transmit its Certificate of Analysis by facsimile or email with pdf attachment and by courier to the Purchaser.	No later than seven (7) Business Days after completion of loading of the Shipment, the Seller shall transmit its Certificate of Analysis by facsimile or email with pdf attachment and by courier to the Buyer.	No. The provisions of the tender document should be followed.



Tafic

Handwritten signature

Handwritten signature

Handwritten signature



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
Tenderer 6			
64	Page 7 ITT 16 Section 1: Instructions to Tenderers	To clarify appointment of subcontractor If this tender is allowing subcontractors does it mean this entity can receive payment on behalf of the tenderer?	Any kind of subcontractor is not allowed. Please see TDS 16.2 in Section 2: Tender Data Sheet
65	Page 36 TDS 14.1 (b) Section 2: Tender Data Sheet	As supporting document, Tenderer will have to submit bill of lading accompanied with commercial invoice of each shipment/end user certificate with mentioned delivered quantity issued by Purchaser to match the required supply experience. Requesting to clarify, if the end user certificate already certified do we still need to add commercial invoice + bill of lading? 8MMT of bill of lading and commercial invoices is like 160 bill of ladings+160 commercial invoices so min we need to submit 320 pages of documents? Can this be replaced by end user certificate?	Follow the response provided in S/N 12 and S/N 24.
66	Page 36 TDS 14.1 (c) Section 2: Tender Data Sheet	Recoverable Reserve Report of coal mine – Bukit Asam don't share recoverable Reserve Report because they are public companies therefore, they only summarize the date on their yearly corporate report. Is this acceptable?	Yes. It will be acceptable.
67	Page 39 TDS 36.1 Section 2: Tender Data Sheet The deadline for submission of Tenders is 12:00 PM (BST) on 19 December, 2024	We would like to request for an extension to submit the tender of 4 weeks.	Tenderer will be notified in case there is an extension of the submission deadline.

Teddy g/gy DA 2





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
68	Page 82 PCC 27.1.3, PCC 27.1.4, PCC 27.3.2.1, PCC 27.3.2.2 Section 4: Particular Conditions of Contract	Payment 90% of the Contract Price released against usance LC of 15 days allowable time based on Load Port Certificate and balance 10% adjustment for quality. May we know the list of bank RNPL will be opening LC from. May we add confirmation?	The provision of the tender document should be followed.
Tenderer 7			
69	Page 36 TDS 14.1 (b) Section 2: Tender Data Sheet The minimum specific experience as Supplier in supply of Coal shall be: The Tenderer should be a coal mine owner or holding company of a coal mine owner or a trader and should have exported, a minimum total quantity of 8 (Eight) million MT of coal to power plant, during the past 5 (Five) years, reckoned from the date of opening of Technical Offer.	Our organization Liannex Corporation(s) Pte Ltd is located in Singapore since 1997 and we have been involved in the coal business since then by selling over 3 million metric tons coal annually from Indonesia. During that period, we have managed to appoint representatives and register our subsidiary company in Indonesia which until now, are actively conducting communications with our coal suppliers and other vendors in Indonesia. As a holding company, here are our subsidiary companies operating in Indonesia: (i) Indopacific Pte Ltd Liannex Ownership: 70% (a representative of Liannex to PT. Bukit Asam) (ii) PT. Sinaran Putra Indonesia Liannex Ownership: 100% (our Indonesian office acting as local operator in Indonesia) (iii) Mulia Capital Pte Ltd Liannex Ownership: 100% (a representative of Liannex)	Holding company of a coal mine owner is acceptable. Holding company of a trader is not acceptable.





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
		<p>Therefore, there are shipping documents that are using companies above and written under documents such as Bill of Lading and Certificate of Analysis. Although the shipments were made under our subsidiary companies, Liannex remains as the end beneficiary of all the revenues made by the companies above.</p> <p>We would like to request clarification on whether documents mentioning our (a) Wholly Owned Subsidiaries and (b) Majority owned subsidiaries can be used to show the supply experience of Liannex Corporation. We are ready to submit any documents relating to proving our ownership of the above companies to ensure our qualification to supply the coal.</p>	
70	Page 80, Page 81, Page 82 PCC 27.1, PCC 27.3 Section 4: Particular Conditions of Contract	Under 27.1.7, it is mentioned that either party can call for an Umpire analysis. It is our understanding that it would be mutually beneficial to have a joint inspection survey done prior to loading as this will mitigate the requirements for Umpire analysis. This issue will also coincide with our clarification mentioned below at 3.2 where survey is required before loading coal.	<p>No.</p> <p>The provision of the tender document should be followed.</p> <p>For further clarification, please follow the response provided in S/N 74.</p>
71	Page 80, Page 81, Page 82 PCC 27.1, PCC 27.3 Section 4: Particular Conditions of Contract	Under GCC Clause (GCC 27.3.2.2), it states that "...and adjustment for quality and quantity variations, as may be necessary" in regards of your company to release the balance payment of ten percent (10%).	<p>No.</p> <p>The provisions of the tender document should be followed.</p> <p>For further clarification, follow the response provided in S/N 74.</p>

Tob





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
		<p>Whereas under the FOBT term, both quality under certificate of analysis certificate of weight and Bill of Lading will only be referring to the Load Port result. Therefore, based on our understanding, there should be no quantity and/or quality variation that could affect the ten percent (10%) of balance payment. Both quality and quantity after loading at Load Port is final.</p> <p>If goods are loaded on to the ship (FOBT) and inspected at load port where the required Quality and quantity will already be provided, then why will supplier be liable for any changes during transport and finally delivery where supplier has no jurisdiction. How will any discrepancies that arise from any mismatch be solved and who will be deemed liable. The scope of the supplier will end at FOBT under incoterms.</p> <p>The payment method and the disbursement period of the balance payment of ten percent is unclear within the tender document. We have understood that 90% will be released by you through L/C and yet we have not found a clear statement regarding the 10% payment method and disbursement period. Will the 10% be withheld in the L/C? When will the 10% payment be released i.e number of days.</p> <p>We would like to graciously suggest that the payment method should be made 100% by LC at sight and remain using the FOBT term.</p>	



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
72	Page 39 TDS 36.1 Section 2: Tender Data Sheet The deadline for submission of Tenders is 12:00 PM (BST) on 19 December, 2024	We understand from the document and the pre bid meeting that the last date for submission of clarification documents is on the 4th of December 2024 and the last date of submitting the tender documents is on the 19th December 2024. However, we would like to request an extension of 30 (thirty) days from the deadline date which to be on the 18 th January 2024 to submit all the tender documents.	Tenderer will be notified in case there is an extension of the submission deadline.
73	Page 9 ITT 21.1 (g) Section 1: instructions to Tenderers Written confirmation authorizing the signatory of the Tenderer to commit the Tender, as stated under ITT Sub-Clause 34.4	Can Liannex authorise its local partner to sign the documents and initial on the pages / or does it have to be employee of Liannex with signing authority.	No. The signing authority will have to be an authorized person and employee of Liannex and have to have the Power of Attorney as per Attachment 4 of Tenderer Information Sheet (PG4-2)
Tenderer 8			
74	Page 82 PCC 27.3.2 Section 4: Particular Conditions of Contract The payment shall be released to the account of Supplier in two (2) stages i.e. Initial Payment and Balance Payment. 27.3.2.1. 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 Supplier, based on the	Since the tender is related to the procurement of FOB cargoes which the Certificates of Quality and Quantity will be binding at Load Port, payment under the LC should be 100% as title to the goods have been passed to RNPL. Please clarify the circumstances which the 10% balance payment will be held back by RNPL?	10% balance payment may be withhold primarily for adjusting for quality and quantity variations. For example, the quality and quantity variation issue may arise if RNPL opts to go for Purchaser Test Analysis within fifteen (15) days of completion of unloading of the shipment and find 'Significant Discrepancy' according to Clause 7.3 of Article 7 Sampling and Testing of Section 6: Schedule of Requirements.

Tdbr *g/AB* *DE* *3*





**Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant**

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
	quality parameters of coal as indicated in the Coal 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 PCC 23.2.2. 27.3.2.2. 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.	Pls specify the documents that need to be presented for Supplier to claim the Balance Payment of 10% under the LC. Will Supplier get paid at sight for the Balance Payment of 10% otherwise pls advise the payment terms. In event of persistent delay in payment by Purchaser, can Supplier have the right to suspend and/or cancel future loadings until outstanding payment is made?	Normally, RNPL will release the 10% balance payment as soon as practicable if it decides not to go for Purchaser Test Analysis. If it decides to go for Purchaser Test Analysis, the release of 10% balance payment will depend upon the subsequent proceedings.
75	Page 128, page 129 Specification Submission and Compliance Sheet (Form PG4-4) Section 5: Tender and Contract Forms	Page 163 – can we check for the categories from Approx analysis/Ultimate Analysis/ Ash analysis are hard limits? Page 165- Can we check if the Ash Fusion Temperature has a hard limit for category 7 and 8? Attached is the typical quality cert that is generally available and supplied in the market, can we supply basis this specifications?	Category of Approx Analysis contains Total Ash (As Received Basis), Volatile Constituent (As Dried Basis) which are among first eight (8) base coal specification (SI No 1-8) in Form PG4-4. Ash Fusion Temperature (Reducing Initial Deformation), Ash Fusion Temperature (Reducing Spherical) is also among the first eight (8) base coal specification (SI No 1-8) in Form PG4-4. Thus, during tender evaluation failing to meet the rejection limit will result in rejection of the tender.
76	Page 58 GCC 8 Governing Law Section 3: General Conditions of Contract Page 96, Page 97, Page 98 PCC 47.4.3.3, PCC 47.4.3.4, PCC 47.4.4.3 Section 3: General Conditions of Contract	We would like to propose using English Law instead of Bangladesh Law and Singapore arbitration under the Rules of the Singapore International Arbitration Centre as this is the industry standard and also align with most of the Bangladesh import contracts like BPC, Petrobanga and SS Power From our checks with external lawyers, there is deviation between Bangladesh Law and English Law. In relation to appointment of an Expert for Technical Disputes, can we propose for the meetings/proceedings of the Expert to be conducted in Singapore instead of Hong Kong.	No. The provision of the tender document should be followed.





Response to the Queries of the Prospective Tenderers
for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant

S/N	Tender Document Reference	Queries/Proposed Changes	RNPL's Response
77		LC is supposed to be issued 30 business days after receipt of the proforma invoice. However, if LC is not received in time, can supplier have the right to suspend and/or cancel loading without any default penalty? Can we obtain a sample LC template which RNPL will issue?	Purchaser Events of Default are mentioned in detail in PCC 42.5.4. The mentioned scenario should be covered by Purchaser Events of Default and its consequences.

Tofiq

Handwritten signature

Handwritten signature

Handwritten signature

