

RPCL-NORINCO INTL POWER LIMITED (RNPL)

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



INVITATION FOR BID (IFB)

FOR

SUPPLY OF COAL

FOR

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

**(INTERNATIONAL OPEN TENDER)
(One Stage Two Envelope Tendering Method)**

BIDDING DOCUMENT No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26

Date: 02.01.2026;

SECTION- I

INVITATION FOR BID

BIDDING DOCUMENT No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26

Date: 02.01.2026;

- 1.0** RPCL-NORINCO INTL POWER LIMITED (RNPL) acting as the Employer, invites sealed bid from eligible bidders for **Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant, (the “Project”)**, following **One Stage Two Envelope** bidding procedure (Envelope-1: Technical Proposal and Envelope-2: Financial Proposal), as per the Scope of Work mentioned in brief hereinafter.

2.0 Brief Scope of Work

The Contractor shall supply 1.5 million ± 25% MT Coal from the designated mine(s) to be approved by RNPL, considering the parameters/ conditions stipulated in the Bidding Documents, for Patuakhali 1320 (2×660) MW Coal Power Plant on FOB basis (Free on Board).

The work scope encompasses the full responsibility including but not limited to mining or sourcing coal, transporting coal up to loading port, maintaining stockpile of coal, managing berthing for the vessel nominated by RNPL, engaging independent surveyor for excluding contaminants from the coal prior to loading, loading into vessel nominated by RNPL, quantity and quality determination through independent party and trimming the vessel, obtain and maintain all required Consents (including Mining Rights Authorizations and Export Permits) throughout the term of the contract.

The Contractor shall be responsible for all costs and expenses (including paying all Government royalties, taxes, and duties imposed by the Country of Origin of coal) for completion of the work scope.

Bidder is requested to go through the complete specification for the detailed scope of work, which is described in (Section-IV) of the Bidding Document, towards ensuring smooth and trouble-free operation of all activities in supply chain.

Bidder shall consider the Bidding Document in its entirety for complete understanding and interpretation of the Scope of Work and Services and shall submit a Proposal that meets the complete requirement of the Bidding Document.

- 3.0** The Bidding Document is available for purchase from the address mentioned below. The bidding process schedule is indicated below:

Bidding Document No. & Date	PUR-026(CS/PATUAKHALI/OTM)/2025-26 & Date: 02.01.2026
Bidding Document Sale Date and Time	From 02-01-2026 (09:00 AM (BST)) to 15-02-2026 (04:00 PM (BST))
Last Date for submission of pre-bid query	25-01-2026
Pre-Bid Meeting	18-01-2026 (11:00 AM (BST))
Place of Pre-Bid Meeting	Board room, Corporate Office, RNPL. Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh. Physical meeting.
Bid (Envelope-1& Envelope-2) Closing Date & Time	Up to 12:00 PM (BST) on 16-02-2026
Envelope-1 (Technical) Proposal Opening Date & Time	16-02-2026 at 12:30 AM (BST)
Date of Opening of Envelope-2 (Financial) Proposal shall be intimated separately after Evaluation of Envelope-1 (Technical) Proposals.	

Prospective bidders may please note that this is an indicative bidding process schedule and may be amended or modified by RNPL subsequently.

- 4.0** All bids must be accompanied by Bid Security for an amount of **USD 1,000,000.00 (US Dollar One Million) only or equivalent BDT on the date of publication of IFB, as per the Current WAR (Weighted Average Rate) published by Bangladesh Bank.**

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE ORIGINAL BID SECURITY WITH THE TECHNICAL PROPOSAL SHALL BE REJECTED AS BEING NON-RESPONSIVE.

5.0 Qualifying Requirements for Bidder

5.1 Qualification Criteria:

5.1.1 A bidder should be a firm meeting the technical criteria stipulated at Clause 5.2 (i), and financial criteria mentioned at Clause 5.3 and additionally the criteria mentioned in 5.1.3 and 5.1.4.

5.1.2 A bidder can be a consortium of a maximum of three (03) firms, collectively meeting the following criteria:

IFB Clause	Description	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
5.1.3	General Experience	Not applicable	100%	100%
5.1.4	Arbitration	≤100%	Not applicable	Not applicable
5.2.(i)	Supply/Export Experience	100%	40%	Not applicable
5.3.i.(a)	Liquid Asset or Working Capital or Line of Credit	100%	40%	25%
5.3.i.(b)	Average Annual Turnover	100%	40%	25%
5.3.ii	<i>Net Worth</i> <i>Paid up Share Capital</i>	100%	Not applicable	Not applicable

The consortium shall declare one of the partners as lead partner who shall meet at least 40% of Technical and Financial Criteria mentioned at Clause 5.2 and 5.3.i.(a) and 5.3.i.(b).

Failure to comply with these requirements will result in rejection of the consortium's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

5.1.3 A bidder shall not have more than three (3) numbers of arbitration against RNPL over a period of five (5) years counting backward from the date of publication of IFB.

5.1.4 A bidder shall have a minimum of five (5) years of overall experience in the supply of goods and related services counting backward from the date of publication of IFB

5.2 Technical Criteria:

(i) Bidder or any partner of the consortium must be;

- 1) Coal Mine Owner; or
- 2) Holding Company of a Coal Mine Owner; or
- 3) A Trading Company.

If the Bidder is a **Coal Mine Owner or holding company of a Coal Mine Owner**, then the Coal Mine should have supplied/exported at least one point five million metric tonnes (1.50 MMT) of thermal coal in aggregate during the past five (5) years counting backward from the date of publication of IFB.

If the Bidder is a **Trading Company**, then such company must have:

- a) International transaction with any firm or power utility by way of at least one point five million metric tonnes (1.50 MMT) of thermal coal in aggregate during the past five (5) years counting backward from the date of publication of IFB to demonstrate long term supply experience. A copy of redaction contract with visibility of quantity, delivery period and contact details of the purchaser with signed section or certificate in original from the purchaser(s) mentioning the contract period, quantity delivered or to be delivered in each delivery year with **name and designation of the contact person, contact details such as phone number, official domain email address** shall be submitted along with technical bid. RNPL reserves the right to directly contact the person/organization to verify the information.

- b) an original or duly notarized copy of a Memorandum of Understanding ("MoU") and/or a supporting letter issued by the Coal Mine(s) from which coal is proposed to be supplied for the Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant (CFTPP). Such MoU(s) and/or supporting letter(s) shall confirm the supply of coal covering the entire quantity tendered under this IFB. In the case of a consortium, the MoU may be executed with all consortium members or with any one consortium member, and the supporting letter may be issued in the name of all consortium members or any one consortium member.

Note to Clause 5.2 (Technical Criteria):

- 1) In support of and in order to establish the aforesaid experience, the bidder shall furnish experience certificate from purchaser/ its client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain the name of the bidder as supplier/shipper, bidder will have to submit relevant commercial invoice as a supporting document.
- 2) In case of Joint Venture experience or Consortium experience of the bidder, bidder shall furnish experience certificate from purchaser/ its client (**clearly mentioning bidder's scope of works, bidder's (%) of share in the Joint Venture or Consortium**) along with all bill of lading for the total quantity supplied. If any bill of lading does not contain the name of the bidder i.e. name of any one of the consortium partner as supplier/shipper, bidder will have to submit commercial invoice as a supporting document. Only coal supply experience from the work scope mentioned in experience certificate will be considered.
- 3) MoU/supporting letter should contain details of coal mine contact such as designation of the contact person, contact details such as phone number, official email address of Coal mines.

5.3 Financial Criteria:

- i. (a) The **average annual turnover** of the bidder, in the immediately preceding three financial years, as on 1st July 2024, should not be less than **USD 100 Million (US Dollar One Hundred Million)** or its equivalent in any other currency, as evidenced by the audited financial statements of the bidder and

(b) The **liquid asset or working capital** on latest financial year should have minimum **USD 25 Million (USD Twenty-Five Million)** or its equivalent in any other currency or should have the **Line of Credit** of minimum **USD 25 Million (USD Twenty-Five Million)** or its equivalent in any other currency.
- ii. Net Worth of the bidder, as on the last date of the financial year immediately preceding 1st July 2024, should not be less than 100% of its paid-up share capital.
- iii. In case of a bid submitted by a consortium, the turnover, liquid assets, working capital, line of credit shall be considered on both individual and combined manner for all the consortium partners as mentioned in Clause 5.1.2 of IFB. Total Net worth of all consortium partners in combined manner should not be less than 100% of their paid up share capital.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X_1 + X_2 + X_3) / (Y_1 + Y_2 + Y_3) \times 100$$

where X_1 , X_2 , X_3 are individual net worth and Y_1 , Y_2 , Y_3 are individual respective paid-up share capital of each consortium partner.

Note to Clause 5.3 (Financial Criteria):

1. Financial year immediately preceding 1st July 2024 means FY ending between the period 1st July 2023 and 30th June 2024. (Like FY ending on 30th Sep. 2023 / 31st December 2023 / 31st March 2024/ 30th June 2024 /any other date as per country-specific requirement in respect of the financial statement)

For the purpose of Clause 5.3(i) above, turnover of the bidder or consortium partner for the Financial Years ending during the period 1st July 2023 to 30th June 2024, 1st July 2022 to 30th June 2023 & 1st July 2021 to 30th June 2022 shall be considered.

2. In case the bidder is an individual firm as per clause 5.1.1 and does not satisfy the financial criteria(s) stipulated at Clause 5.3(i) above on its own and takes the strength from its Holding Company or Subsidiary Company or Joint Venture Company, as stipulated at Clause 5.4(ii) below, the Net worth of both the bidder and its Holding Company or Subsidiary Company or Joint Venture Company, as the case may be, should not be less than 100% of their paid up share capital as on the last date of the preceding financial year. The bidder has to maintain the relationship status with its Holding Company or Subsidiary Company or Joint Venture Company for a lock-in period of the entire duration of the contract. Further, provided that in the event the bidder seeks to draw strength from its Joint Venture Company, the bidder should necessarily be holding a minimum of 34% of voting equity in such Joint Venture company for such duration. In the event the bidder seeks to draw strength from its Subsidiary Company, the bidder should necessarily be holding a minimum of 51% of voting equity in such Subsidiary company. In the event the bidder seeks to draw strength from its Holding Company, the Holding Company should necessarily be holding a minimum of 51% of voting equity in Bidder's company;
3. Net Worth means the difference between total asset and total external liabilities.
4. For turnover, liquid asset, working capital indicated in a currency other than USD in the Financial Statements, the exchange rate of The Federal Reserve, the Central Bank of US, as on the last date of relevant Financial Year of the bidder Company shall be used for conversion to USD. In case the Federal Reserve exchange rate is not available for the currency indicated in the Financial Statements, USD selling rate of the Central Bank of the home country of the currency of the Financial Statement, as on the last date of relevant Financial Year of the bidder Company shall be used for conversion to USD.

5.4 Qualifying Requirements for Bidders:

- i. In case the bidder is an Individual firm as per Clause 5.1.1 and does not meet the Technical and/or Financial Criteria on its own, the bidder may take strength from its Related Party (*as defined herein below*) to meet the Technical criteria stipulated at Clause 5.2(i)(a) and/or the Financial criteria stipulated at Clause 5.3(i)(a) or 5.3(i)(b). Strength from Related Party cannot be taken to fulfill the criteria of Clause 5.1.3.

In such case, the bidder has to furnish along with its bid, a Deed of Joint Undertaking ("DJU") with the related party as per the format enclosed in the bidding document, failing which, the bidder shall be disqualified and its bid shall be rejected. All the executants of DJU shall be jointly and severally liable to the Employer/ RNPL for the successful performance of the contract. The bidder has to maintain the relationship status with its Related Party for a lock-in period of the entire duration of the contract.

- ii. In case the bidder is taking strength from its Related Party for meeting the financial requirement at Clause 5.3(i)(a) or 5.3(i)(b), it shall furnish a Letter of Undertaking from such related party, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder, in case of award.
- iii. In case the bidder is a consortium of firms, each consortium partner shall meet its portion of Technical and/or financial criteria of Qualifying Requirement on its own and shall not take strength of its related party for qualification.
- iv. A 'Related Party' shall mean the Holding Company or Subsidiary Company or Joint Venture Company. Further, in the event the bidder seeks to draw strength from its Joint Venture Company, the bidder should necessarily be holding a minimum of 34% of voting equity in such Joint Venture company. In the event the bidder seeks to draw strength from its Subsidiary Company, the bidder should necessarily be holding a minimum of 51% of voting equity in such Subsidiary Company. In the event the bidder seeks to draw strength from its Holding Company, the Holding Company should necessarily be holding a minimum of 51% of voting equity in Bidder's company.

- v. In case the bidder is a consortium of firms as per Clause 5.1.2, the bidder shall provide, along with their bid, a consortium agreement, in original, as Form-5, to its Technical Proposal Submission Letter, as per the proforma prescribed in Section V(B) of the Bidding Document, failing which the concerned bidder(s) shall be disqualified and the bid shall be rejected. All the executants of the consortium agreement shall be jointly and severally liable to the Employer/ RNPL to perform the contract successfully, including all the activities included in the scope of work and all contractual obligations set out under the contract.
 - vi. All relevant certificates / authenticated documents in support of the Qualifying Requirements shall have to be submitted by the bidder along with its bid. All the certificates must be authenticated by the authorized signatory of the bidder or the lead partner, in the case of a consortium of bidders. Without such certificates / authenticated document or where the certificate / authenticated document are found to be unsatisfactory by RNPL, the Bid may be considered as non-responsive.
 - vii. In case the end user(s) does not issue certificate to the bidder (or to a partner of the consortium, in case the bidder is a consortium), but issues the certificate directly only to RNPL based on a request by the bidder (or the consortium partner), such certificate shall also be considered as part and parcel of the bidder's submission, provided the bidder submits copy of such request letter (duly authenticated as above) along with its Technical Proposal.
- 5.5** Notwithstanding anything stated above, RNPL reserves the right to assess the capabilities and capacity of the bidder and/or consortium partner(s) and/or Holding company and/or Subsidiary company and/or Joint Venture company to perform the contract, should the circumstances warrant such assessment in the overall interest of RNPL.
- 6.0** Notwithstanding any other provision of the Bidding Document, RNPL reserves the right to reject any or all bids or cancel / withdraw / modify the Invitation for Bid without assigning any reason whatsoever and in such case, no bidder/ prospective bidder shall have any claim arising out of such action.

The interested Bidder must collect the hard copy of the signed Bidding Document issued in their name for submission of Bid from the corporate office of RPCL-NORINCO INTL POWER LIMITED (RNPL); Address: Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh, with a non-refundable fee of USD 1,000 (US Dollar One Thousand) or BDT 120,000 (One Hundred and Twenty Thousand Bangladesh Taka) in the form of an international bank draft encashable at any scheduled bank in Bangladesh or in the form of local bank draft/pay order, made payable to "RPCL-NORINCO INTL POWER LIMITED".

In case any Bidder chose to pay the amount through online bank transfer, the account details of RNPL are as under:

Applicable for	:	Any Bidder paying Bidding Document purchase fee to RNPL in USD
Transfer Method	:	SWIFT
Account Title	:	RPCL- NORINCO INTL POWER LIMITED
Account Number	:	0200016276015
Bank Name	:	Agrani Bank Limited
Branch Name	:	Gulshan Corporate Branch, Gulshan-01, Dhaka.
SWIFT Code	:	AGBKBDDH042
Remarks	:	Please mention the purpose of the remittance during transfer through the bank and inform RNPL's Company Secretary after remitting.

The prospective Bidder must carry an original copy of forwarding letter in their letter head pad showing intent to buy the Bidding Document with the following attachments:

- i. An attached authorization letter authorizing the person to whom the Bidding Document should be issued by the Procuring Entity and;
- ii. The Bank draft or Swift copy

- 7.0** Issuance of Bidding Document to any bidder shall not construe to mean that such a bidder is considered to be qualified.

- 8.0** The transfer or sharing of the Bidding Document purchased by one intending bidder to another is not permissible.
- 9.0** A Bidder can participate in this bidding process in only one form – either as a Single Entity or as a Consortium Member. Bids submitted by a Bidder in more than one form (or multiple bids by the same Bidder) shall be rejected. Furthermore, a Bidder participating as a Single Entity shall ensure that the Holding, Subsidiary, or Joint Venture Company from which it takes support to meet the Qualifying Requirements does not lend support to any other participating Bidder. Failure to comply with this requirement shall result in the rejection of all such overlapping bids.
- 10.0** Bids shall be submitted and opened at the address given below in the presence of bidders' representatives, who so choose to attend.
- 11.0** RNPL reserves the right to reject the Bid of the bidder(s) and forfeit the Bid Security, where any certificate or document submitted or representation made in support of the Qualifying Requirements is found to be false/ untrue or fake.
- 12.0** RNPL reserves the right to accept or reject any or all bids without assigning any reason.

Address for communication:

Company Secretary,

RPCL-NORINCO INTL POWER LIMITED

Address: Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh

E-mail ID: cs@rnpl.com.bd

Website: www.rnpl.com.bd

SECTION-II
INSTRUCTION TO BIDDERS (ITB)

BIDDING DOCUMENT No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26
Date: 02.01.2026;

INDEX

Clause No.	Name of the Clause
	Disclaimer
	Abbreviations & Definitions
1.0	ASSIGNMENT
1.1	Title of the Project
1.2	Title of Work
1.3	Scope of Services
2.0	GENERAL
2.1	Introduction
2.2	Communications
2.3	Source of Fund and Eligibility
2.4	Consortium
2.5	Prohibition of Corruption, Collusion, Nepotism and Fraud
2.6	Prohibition of Conflict of Interest
2.7	Eligible Bidders
2.8	Eligible Goods and Related Services
2.9	Site Visit
2.10	Bidder to exercise due diligence
2.11	Confidentiality
2.12	Clarification on Bidding Document
2.13	Pre-Bid Meeting
2.14	Amendment of Bidding Documents
2.15	General Qualification
2.16	Corrupt, Fraudulent, Collusive or Coercive Practices
2.17	Specific Qualification
2.18	Sub-Contractor
2.19	Only One Bid
3.0	TIME TABLE
3.1	Preparation and Submission of Proposals
4.0	THE BIDDING DOCUMENT
4.1	Bidding Document
5.0	PREPARATION AND SUBMISSION OF PROPOSAL
5.1	General
5.2	Language of Bid
5.3	The Bid
5.4	Not used
5.5	Bid/ Contract Price, Discount, and Price Adjustment
5.6	Bid Currency
5.7	Taxes & Duties
5.8	Not Used
5.9	Validity of the Bid
5.10	Extension of Bid validity and Bid Security
5.11	Bid Security
5.12	Form of Bid Security
5.13	Authenticity of Bid Security
5.14	Return of Bid Security
5.15	Forfeiture of Bid Security
6.0	SIGNING AND SUBMISSION OF PROPOSALS
6.1	Format and Signing of Bid
6.2	Sealing, Marking and Submission of Bid
6.3	Deadline for Submission of Bids
6.4	Modification, Substitution and Withdrawal of Bids
6.5	Late Bids

Clause No.	Name of the Clause
7.0	OPENING AND EVALUATION OF PROPOSALS
7.1	Opening of the Proposals
7.2	Evaluation of Bids and Evaluation Process
7.3	Preliminary Examination
7.4	Technical Evaluation and Responsiveness
7.5	Clarification
7.6	Restrictions on Disclosure of Information
7.7	Financial Proposal Opening
7.8	Clarification on Financial Proposal
7.9	Correction of Arithmetical Errors and wrong input of ICI3 value
7.10	Not Used
7.11	Financial Evaluation
7.12	Price Comparison
7.13	Post-Qualification
7.14	Not used
7.15	Rejection of all Bids
7.16	Informing Reasons for Rejection
8.0	CONTRACT AWARD
8.1	Award Criteria
8.2	Notification of Award
8.3	Performance Security including the Bank Guarantee(s) submitted in respect of DJU(s) (if applicable)
8.4	Form and Time Limit of furnishing Performance Security
8.5	Validity of Performance Security
8.6	Authenticity of Performance Security
8.7	Contract Signing
8.8	Bangladesh Regulations
9.0	CHANGING IN FORM OF BID SECURITY AND PERFORMANCE SECURITY

DISCLAIMER

1. The Bidding Document does not purport to contain all the information each Bidder may require to submit the Bid. Each Bidder should conduct its own diligence, investigation and analysis and should check the accuracy, reliability and completeness of the information in the Bidding Document and obtain independent advice from appropriate sources.
2. Nothing stated herein shall be construed as a representation or warranty on the part of RNPL. In particular, no representation is made that any letter of award shall be issued or that the Contract Agreement will be executed pursuant to the Bidding Document. RNPL, at its sole discretion may stop, re-invite, terminate, suspend or amend the process of selection of the selected Bidder at any stage without assigning any reasons thereof. Further, neither RNPL nor its employees, agents, advisors or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information contained or deemed to be contained in the Bidding Document.
3. Neither RNPL nor its employees, agents, advisors or consultants shall be liable to any Bidder or any other person, under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered, in connection with or as arising as a result of the Bidding Document, or any matter that may be deemed to form part of the Bidding Document, or the award of the contract thereunder, or any other information supplied by or on behalf of RNPL or its employees, agents, advisors or consultants or otherwise arising in any way from the selection process for the award of the contract.
4. The Bidder should ensure that the Bidding Document is complete in all respects. In the event that the Bidding Document or any part thereof is mutilated or missing, the Bidder must notify the contact person(s) of RNPL immediately.
5. RNPL reserves the right, in its sole and unfettered discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the bidding process undertaken/ to be undertaken under the Bidding Document, without assigning any reasons thereof.
6. The Bidding Document (and all information contained herein) is confidential and is for the exclusive use of the Bidders who desire to participate in this Tender. The Bidding Document shall not be copied or distributed to third parties, other than only to the extent necessary on a need-to-know basis for the purpose of preparation of submissions for the Bid by the Bidder and such sharing/ distribution being subject to the same degree of confidentiality as applicable to the Bidder under this Bidding Document.
7. RNPL reserves the right to change, modify, add to or alter the bidding process, including inclusion of additional evaluation criteria for evaluation of the Bidders during the bidding process, based on detailed evaluation of capabilities or on account of any change in government policy, law or regulations. Any change in the bidding process shall be intimated to all the Bidders by hosting such changes on the relevant website(s). For the avoidance of doubt, it is clarified that if at any time after the date of issuance of the Bidding Document and prior to the execution of the Contract Agreement, there is any change in policy of the Government of Bangladesh, law or regulations affecting the selection process, or any part of the Bidding Document or RNPL's rights or obligations, RNPL shall, in its sole discretion be entitled to change, modify, review, supplement, add to, alter or otherwise deal with the bidding process in such manner and to such extent as RNPL may decide, in its sole discretion, so as to protect its interest. The Bidders shall be required to submit the Bid in relation to the Bidding Document / bidding process as so amended, altered, modified or supplemented.

The Instructions to Bidder ("ITB") is intended to act as a guideline in respect of aspects that the Bidders should consider while preparing the Proposal and related documents for submission to RNPL, in relation to the **Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant**.

Abbreviations & Definitions

Unless repugnant to the context, capitalized terms utilized herein, shall, where defined by way of inclusion in parenthesis, have the meaning so ascribed in this ITB. Further, the below set terms shall have the meaning ascribed herein below:

- **BDT** shall mean Bangladesh Taka.
- **Bid Security** shall mean the bid security as prescribed in ITB Clause 5.11.
- **Bidder** or **Tenderer** shall mean an individual firm or a Consortium of maximum three (03) firms submitting a Bid pursuant to this ITB.
- **Bidding Document** shall mean the documents set forth in ITB Clause 4.1.
- **BST**: Bangladesh Standard Time.
- **RNPL** shall mean RPCL-NORINCO INTL POWER LIMITED.
- **COC** shall mean the Conditions of Contract, Section-III of the Bidding Document.
- **Contract** shall mean the Contract entered into between RNPL and the successful Bidder pursuant to the bidding process for **Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant**.
- **Consortium Agreement** shall have the meaning ascribed to it in ITB Clause 2.4.
- **Consortium Partner** shall mean a company that is a party to a Consortium.
- **Consortium** shall mean a consortium formed by a maximum of three companies by jointly executing a Consortium Agreement for the purpose of submitting the Bid.
- **DJU shall mean Deed of Joint Undertaking executed jointly between the Bidder and the Related Party, as applicable.**
- **IFB** shall mean the Invitation for Bid, Section-I of Bidding Document.
- **INCOTERM** mean the international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France;
- **ITB** shall mean this Instructions to Bidder, Section-II of Bidding Document.
- **Governmental Authority** shall mean and include the Government of Bangladesh, the government of the country of the Bidder and any other governmental department, commission, board, bureau, agency, statutory/regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local, having jurisdiction with respect to matters concerning the Project, the Contract and other matters in respect of the Bidding Documents.
- **MT** shall mean metric tonne.
- **MMT** mean million metric tonne.
- **Project Site** means Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant.
- **Contractor** shall mean the Bidder who is found to be successful in the bidding process and who is awarded the Contract by placing Letter of Intent or Notification of Award by RNPL.
- **USD** shall mean United States Dollar.
- **SOFR** Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

Capitalized terms utilized herein, but not defined shall (unless repugnant to the context) have the meaning so ascribed in the other provisions of the Bidding Documents.

1.0. ASSIGNMENT

1.1. Title of the Project	Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant Project.
1.2. Title of Work	Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant.
1.3. Scope of Services	RNPL invites Proposal in sealed envelopes following Single-Stage Two Envelope bidding procedure from prospective Bidders for Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant . Detailed Scope of Services is stipulated in the Technical Specifications (Section-IV of the Bidding Document).

2.0. GENERAL

2.1. Introduction	<p>RNPL intends to select a Supplier for the Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant.</p> <ol style="list-style-type: none"> Such supplier shall be the Bidder considered the lowest evaluated, technically qualified and shall be considered as responsive during the bidding process for Supply of Coal for Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant in accordance with the procedures specified in this Bidding Document. Throughout this Bidding Document, the term “Bidder” is used to refer to individual companies or a Consortium of companies, who intend to participate in the bidding process by purchasing the Bidding Document as per the provisions of IFB Clause 6 and 7. The Bidder should note that: <ol style="list-style-type: none"> The Bidder shall bear all costs associated with the preparation and submission of its bid, and RNPL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process; RNPL is not bound to accept any or all the Proposals submitted.
2.2. Communications	<p>All communication with RNPL regarding this bidding process should be addressed to:</p> <p>Company Secretary, RPCL-NORINCO INTL POWER LIMITED Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh. cs@rnpl.com.bd</p>
2.3. Source of Fund and Eligibility	<ol style="list-style-type: none"> Payment for the work performed under the Contract shall be made to the Contractor as per the Payment Terms stipulated in the Bidding Document, by RNPL from its own resources.
2.4. Consortium	<ol style="list-style-type: none"> Bidders qualifying on the basis of the Consortium Agreement shall be required to maintain the arrangement agreed upon by and between the Consortium Partners during the complete term of the Contract, if considered for award. Further, no change in the role of the Consortium Partners shall be allowed with respect to the roles specified/ assigned to each such partner during the bidding stage. Any change during the bidding process either in the arrangement of the Consortium or in the role of the Consortium Partners, upon submission of the bid by the Bidder, shall make their Proposal liable for rejection. The Bidder shall furnish along with its bid, the Consortium Agreement, as may be applicable, executed on a non-judicial stamp of requisite value and authenticated by a Notary Public, as per the format prescribed in Section-V (B) of the Bidding Document.

	<p>3. Each Consortium Partner shall be jointly and severally liable for the execution of the Contract, including discharge of all liabilities in respect thereof, and performance of all ethical, legal and contractual obligations, in accordance with the terms and conditions of the Contract.</p> <p>4. One of the Consortium Partners shall be designated as Lead Partner, who shall be authorized to receive and send communications for and on behalf of any and all of the Consortium Partners during the bidding process.</p> <p>5. RNPL may release payments required under the Contract to the Lead Partner and/or to any other Consortium Partner, duly authorized by the Lead Partner, in case contract is awarded to the Consortium. However, the above shall be without any additional liability of whatsoever nature to RNPL (including to any Consortium Partner).</p>
2.5. Prohibition of Corruption, Collusion, Nepotism and Fraud	<p>1. RNPL requires that the Bidder and the Contractor, as applicable in the context, including their personnel, agents, partners, consultants, and sub-contractors, observe the highest standard of ethics during the bidding process and execution of the Contract. In pursuance of this policy, RNPL shall be entitled to: (a) reject a Bid, if it determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices, while competing in the Bidding process in question and/or (b) reject any recommendation for award that had been proposed for such a Bidder and/or; (c) declare a Bidder or the Consortium Partner, ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time, it determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Bidding process.</p> <p>a) For the purposes of this provision, the terms set forth below shall have meaning ascribed to them, as follows:</p> <p>i. “corrupt practice” meaning as mentioned in the ITB 2.16;</p> <p>ii. “fraudulent practice” meaning as mentioned in the ITB 2.16;</p> <p>iii. “collusive practice” meaning as mentioned in the ITB 2.16;</p> <p>iv. “Coercive practice” meaning as mentioned in the ITB 2.16.</p>
2.6. Prohibition of Conflict of Interest	<p>This prohibition is to ensure there are no parties that act in conflicting capacities, or otherwise seek to obtain any undue advantage, during the bid process or term of Contract. If it is demonstrated that a conflict of interest affects a Bidder or any Consortium Partner, the Proposal by such a Bidder/ Consortium shall be liable to be rejected.</p>
2.7. Eligible Bidders	<p>1. The IFB and this ITB pursuant thereto is open to potential Bidders from all countries, except Israel. A Bidder will be eligible if it is a citizen, or is constituted, registered and operates as a legal entity in conformity with the provisions of the laws of its country.</p> <p>2. Bidders shall be required to have the legal capacity to enter into the Contract. A Bidder that is under a declaration of ineligibility by the Government of Bangladesh, in accordance with applicable laws, as on the date of opening of Technical Proposal or thereafter, shall be disqualified.</p> <p>3. These requirements for eligibility will extend, as applicable, to sub-contractor that may be proposed by the Bidder.</p>
2.8. Eligible Goods and Related Services	<p>1. Goods and related services (“Goods and Services”) to be supplied under the Contract are eligible, only if they are supplied at FOB basis in any loading port in Indonesia, Australia and South Africa.</p> <p>2. For purposes of this Clause, the term “Goods” includes, but is not limited to, Coal, commodities, raw material, machinery, equipment, and industrial plants and “Services” includes, but is not limited to, services such as logistics, stevedoring, quality sampling and analysis, trimming, draft survey, insurance, transportation.</p> <p>3. For purposes of this clause, “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed, or through manufacture, processing, or assembly, from which process, another</p>

	commercially recognized article results that differs substantially in its basic characteristics from its components.
	4. The origin of Goods and Services is distinct from the nationality of the Bidder. The nationality of the firm that produces, assembles, distributes, or sells the Goods, or renders the Services, shall not determine their origin.
2.9. Site Visit	Deleted
2.10. Bidder to exercise due diligence	The details provided by RNPL in this Bidding Document are for reference purposes only and to facilitate the Bidder in preparing the proposal. Bidders are advised to exercise due diligence and verify the data and other details while preparing their Proposal. RNPL shall not be responsible for incorrectness of any data.
2.11. Confidentiality	Information contained in this Bidding Document and Annexures thereto shall be considered confidential by the Bidder, including its personnel, agents, advisors and consultants.
2.12. Clarification on Bidding Document	<ol style="list-style-type: none"> 1. A prospective Bidder requiring any clarification on provision(s) of the Bidding Document shall contact RNPL in writing at RNPL's address indicated above no later than the date specified in the IFB. 2. RNPL is not obliged to answer any request for clarification that it receives after the date mentioned in ITB clause 2.12.1 above. 3. RNPL shall respond in writing to any such request for clarification, received within the time period mentioned above. The response shall include description of the query, but without identifying its source. The response shall be forwarded to all the prospective Bidders. 4. Should RNPL deem it necessary to amend the Bidding Document as a result of any such clarification, it shall do so following the procedure under ITB Clause 2.14.
2.13. Pre – Bid Meeting	<ol style="list-style-type: none"> 1. To clarify issues and to answer questions on any matter arising out of or in relation to the Bidding Document(s), RNPL will hold a Pre-Bid Meeting, at the place, date and time as mentioned in the Invitation for Bid, Section-I of the Bidding Document, or as communicated subsequently in writing to all the prospective Bidders. All prospective Bidders are encouraged to attend the said meeting, though such attendance is not mandatory. 2. Upon conclusion of the Pre-Bid meeting, the queries submitted by the Bidders during Pre-Bid meeting will be clarified by way of issuance of clarification(s) to the Bidding Documents. 3. Any amendment to the Bidding Documents listed in ITB Clause 4.1 that may become necessary as a result of the outcome of the Pre-Bid Meeting shall be made by RNPL through the issue of Amendment as stated under ITB Clause 2.14, as may be necessary. 4. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.
2.14. Amendment of Bidding Document	<ol style="list-style-type: none"> 1. At any time prior to the deadline for submission of Bids, RNPL, on its own initiative or in response to a clarification requested in writing from a Bidder, may revise the Bidding Document by issuing an amendment thereto. 2. The amendment issued under ITB Sub-Clause 2.14.1 shall become an integral part of the Bidding Document and shall have a date and an issue number and shall be circulated by e-mail, to all the prospective Bidders. The prospective Bidder shall acknowledge receipt of the amendment by sending each and every page of the amendment issued, duly signed and stamped via a return e-mail. RNPL shall not be held responsible for non-delivery of any amendment so issued to any Bidder, including in the event any e-mail carrying such amendment

	<p>bounces back or any attachment is filtered by the Bidder's e-mail server or on account of any such technical reason.</p> <p>3. The amendment(s) shall also be posted on the website of RNPL, and it shall be the responsibility of the prospective Bidder to visit the RNPL website from time to time after downloading of Bidding Document to see if any amendment to the Bidding Document has been uploaded. The Bidder shall furnish its acceptance to such amendment(s) by submitting the amendment(s), with each and every page thereof duly signed by the authorized signatory.</p> <p>4. In addition to the above, RNPL may extend the deadline for the submission of Proposals through an amendment.</p>
2.15. General Qualification	<p>1. The Bidder shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the Contract.</p> <p>2. In addition to meeting the eligibility criteria, as stated in ITB Clause 2.7, the Bidder must satisfy the other criteria stated in ITB Clauses.</p>
2.16. Corrupt, Fraudulent, Collusive or Coercive Practices	<p>1. RNPL requires that the Bidder and the Contractor, as applicable in the context, including their personnel, agents, partners, consultants, and sub-contractors, shall observe the highest standard of ethics during bidding process and the execution of Contract.</p> <p>2. In pursuance of this policy, RNPL shall be entitled to:</p> <ul style="list-style-type: none"> a) reject a Bid, if it determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices, while competing in the Bidding process in question and/or b) reject any recommendation for award that had been proposed for such a Bidder and/or; c) declare a Bidder or the Consortium Partner, ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time, it determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Bidding process. <p>3. For the purposes of ITB Sub-clauses set forth as follows:</p> <ul style="list-style-type: none"> (a) corrupt practice means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Purchaser or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Purchaser in connection with a Procurement proceeding or contract execution; (b) fraudulent practice means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution; (c) collusive practice means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Purchaser, that is designed to arbitrarily reduce the number of Bids submitted or fix Bid prices at artificial, non-competitive levels, thereby denying a Purchaser the benefits of competitive price arising from genuine and open competition; or (d) coercive practice means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Bids.

	<p>(e) “obstructive practice” (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>4. Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it will, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption shall be in writing.</p>
2.17. Specific Qualification	In addition to the qualification mentioned at ITB Clause 2.15 above, the Bidder shall have to fulfil the Qualifying Requirements mentioned at Clause 5 of Section-I, Invitation for Bid (IFB) of the Bidding Document.
2.18. Sub-Contractor	<p>1. Any kind of subcontracting is not allowed.</p> <p></p>
2.19. Only One Bid	<p>A Bidder can participate in this bidding process in only one form – either as a Single Entity or as a Consortium Member. Bids submitted by a Bidder in more than one form (or multiple bids by the same Bidder) shall be rejected.</p> <p>Furthermore, a Bidder participating as a Single Entity shall ensure that the Holding, Subsidiary, or Joint Venture Company from which it takes support to meet the Qualifying Requirements does not lend support to any other participating Bidder. Failure to comply with this requirement shall result in the rejection of all such overlapping bids.</p>

3.0. TIME TABLE

3.1. Preparation and Submission of Proposal	The dates for submission of Pre-bid query, and submission of Proposal shall be as per the dates given in the Invitation for Bid (IFB) or any subsequent communication made by RNPL in this regard, in writing.
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4.0. THE BIDDING DOCUMENT

4.1. Bidding Document	<p>The Bidding Document includes the following:</p> <ol style="list-style-type: none"> 1. Section-I: Invitation for Bid (IFB) 2. Section-II: Instructions to Bidder (ITB) 3. Section-III: Conditions of Contract (COC) 4. Section-IV: Technical Specifications (includes Scope of Work and Technical Data Sheet) 5. Section-V: Bid and Contract Forms 5.1 Sub-Section A: Bid Forms:
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	(a) Part A1: Technical Proposal Submission Letter and its Attachments
	(b) Part A2: Financial Proposal Submission Letter and its Attachments
5.2	Sub-Section B: Bid and Contract Forms and Bank Guarantee Proforma.

5.0. PREPARATION OF PROPOSALS

5.1. General	In preparing the Proposal, the Bidder is expected to examine, in detail, the documents constituting the Bidding Document. The following clauses are dedicated to the general aspects, which are to be considered to develop the Proposal, remembering that material deficiencies and non-compliances in respect of these guidelines may result in the rejection of the Proposal.
5.2. Language of Bid	<ol style="list-style-type: none"> 1. Bids shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English language, in which case, for the purposes of interpretation of the Bid, such translation shall prevail. The English translation of the documents shall be carried out by professional translators. Further, translation shall be authenticated by a Public Notary and/ or consularized by the Bangladesh Embassy or the High Commission in the Bidder's country. 2. Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5.3. The Bid	<ol style="list-style-type: none"> 1. The Bid prepared by the Bidders shall comprise Two Envelopes submitted simultaneously, one called the Technical Proposal (Envelope-1) containing the documents listed in sub-clause 2 of this clause 5.3 and other called the Financial Proposal (Envelope-2) containing the documents listed in sub-clause 3 of this clause 5.3, both envelopes enclosed together in an outer Single envelope. 2. The Bidder will submit its Technical Proposal (Envelope-1) comprising the following Attachments along with the Technical Proposal Submission Letter: <ul style="list-style-type: none"> (a) Attachment-1: Original Bid Security as stated under ITB clauses 5.10, 5.11 and 5.12, in a separate sealed envelope, along with the Bid. Any bid not accompanied by the requisite Bid security shall be rejected by RNPL; (b) Attachment-2: Power of Attorney <p>A power of attorney or board resolution, duly notarized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign the bid (both Technical Proposal and Financial Proposal) and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 5.9 and 5.10. The supporting authority of the person issuing the Power of Attorney shall also be undertaken.</p> <p>Bids submitted by a Consortium, as per the stipulations of the Qualifying Requirement, shall comply with the following requirements:</p> <ul style="list-style-type: none"> (i) The Power of Attorney by each Consortium Partner in favour of its respective signatory shall be submitted and Power of Attorney issued by the authorized signatory of each Consortium Partner authorizing the authorized signatory of Lead Partner to sign the Bid documents. (ii) The bid shall be signed so as to be legally binding on all the Consortium Partners. (iii) One of the Consortium Partners shall be designated as Lead Partner of the Consortium, the authorization for which shall be evidenced by submitting the bid along with a Power of Attorney signed by legally authorized signatories of all the Consortium Partners. (iv) The authority of the Consortium Partners/ persons issuing the Power of Attorney(s) shall also be submitted by the Bidder.

	<p>(c) Attachment-3: Bidder's Qualification Data</p> <p>Documentary evidence establishing that the Bidder is qualified to perform the Contract, if its bid is accepted, shall be furnished in Attachment-3.</p> <p>The documentary evidence of the Bidder's qualifications to perform the Contract, if its bid is accepted, shall be required to establish to RNPL's satisfaction that the Bidder has the technical, financial, and other capacities and capabilities necessary to perform the Contract and in particular, meets the qualification experience and other criteria outlined in the IFB.</p> <p>(d) Attachment-4: Technical Solution Data</p> <p>All proposed Technical Solution and Data, Guarantee Figures, and other technical data, information and supporting documents, etc. in the format enclosed with Section V (A) shall be furnished by the Bidder.</p> <p>(e) Attachment-5: Certificate for Compliance to All Provisions of Bidding Document</p> <p>No deviation, whatsoever, is permitted by RNPL, to the terms, conditions and specifications of the Bidding Document. The Bidder is advised that while making their bid proposals and quoting prices therein, all conditions may appropriately be taken into consideration. Bidder is required to furnish a certificate indicating their compliance with all the provisions of the Bidding Document (read in conjunction with amendment(s)/ clarification(s)/ addenda/ errata issued thereto) ("Certificate of Compliance to All Provisions of Bidding Document"), in Attachment-5. Attachment-5, strictly as per the format prescribed, duly signed and stamped by the Bidder is to be furnished in original, along with Technical Proposal (Envelope-1).</p> <p>(f) Deleted</p> <p>Any bid not accompanied by the 'Certificate of Compliance to All Provisions of Bidding Document' (Attachment-5) shall be rejected by RNPL.</p> <p>(g) Bidders may further note that any deviation, variation or additional conditions etc., or any mention contrary to the stipulations contained in the Bidding Document read with any amendment(s)/clarification(s)/addenda/errata issued with respect thereto, if any, implicit or explicit, found anywhere in the Technical Proposal and/or Financial Proposal shall be required to be unconditionally withdrawn by the Bidder, without any cost implication to RNPL, failing which its Bid shall be rejected.</p> <p>(h) Attachment-6: Other related information like details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards, Details of Present Assignment and other relevant information, etc. in the format enclosed with Section V(A) shall be furnished by the Bidder.</p> <p>3. The Bidder will submit its Financial Proposal (Envelope-2) comprising the following Attachments along with the Financial Proposal Submission Letter.</p> <p>(a) Attachment-1P: Price Schedule</p> <p>Bidder shall fill all the rates and charges in the Price Schedule in line with the relevant stipulations of this ITB and the Technical Specifications (Section-IV).</p>
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5.4.	Not Used
5.5. Bid/ Contract Price, Discount, and Price Adjustment	<p>1. Unless otherwise specified in the Technical Specification, the Bidder shall quote for the complete Scope of Work on a Free on Board (FOB) basis such that the total bid price covers all the Contractor's Obligations as mentioned in or as may be reasonably inferred from the Bidding Document in respect of the Scope of Work, including ancillary services thereto. This includes all requirements under the Contractor's responsibilities for arranging the complete Scope of Work as specified in the Bidding Document, all of which shall be in accordance with the requirements of the Conditions of Contract and Technical Specification.</p> <p>2. Base Parameters of Coal Quality for quoting Bid Price:</p> <p>All the quality parameters of the Coal, for which the Bidder shall consider the price in its Financial Proposal, shall be meeting the quality parameters indicated in Attachment 4-4 of the Technical Specification (Section-IV) of the Bidding Document.</p> <p>3. Price Adjustment:</p> <p>3.1 The Bid/ Contract Price shall be subject to adjustment for variation in the indices identified and, in the manner, stipulated in the Bidding Document during the execution of the Contract. To facilitate the price adjustment, the Bidder shall necessarily provide, in its Financial Proposal, break-up of the Bid/ Contract Price into components in USD per metric tonne, as identified hereunder.</p> <p>(a) Coal FOB price: This shall include not limited to the price of Coal, logistics in the source country, port charges, stevedoring, and loading the Vessel at the Coal Loading Point, trimming, taxes, duties, levies in the Coal source country.</p> <p>(b) Not used</p> <p>3.2. For the purpose of price adjustment, the indices and base value for the price components shall be as under.</p> <p>(a) FOB Coal Price:</p> <p>-Reference Index: The following indices shall be applicable:</p> <p>ICI-3: Value of ICI-3, 5000 GAR published by Argus Media for Coal supply.</p> <p>-Premium or Discount: As per the Price Factor (F) (USD/MT) mentioned in the Price Schedule (Attachment-1P)</p> <p>(b) Not Used</p> <p>3.3. The Bidders may provide unconditional discount on the Price Factor (F) or the total Bid Price (P).</p> <p>The Price Adjustment mechanism is brought out in detail in Subsection 7 (PRICING METHODOLOGY AND REFERENCE INDICES) of Technical Specification (Section-IV of the Bidding Document).</p> <p>4. The Bid/ Contract Price shall be subject to adjustment for variation in quality parameters of the Coal as shown in the Sampling & Analysis report, upon sampling and analysis at the CLP, with respect to base value of the respective parameter in the quality of Coal. The price adjustment shall be done in the manner stipulated in Subsection 15 (ADJUSTMENT ON QUALITY VARIATIONS) of Technical Specification (Section-IV of the Bidding Document) during the execution of the Contract.</p> <p>5. The Bidder shall enclose with its financial proposal copy of all the relevant indices as mentioned above i.e 5.5.3.2(a), 5.5.3.2 (b).</p>

	6. Not Used.
	7. Not Used.
	8. Notwithstanding the content of sub-clause 5 above, the Bid/ Contract Price quoted by the Bidder shall include the complete scope of Work (in respect of the Services), and terms and conditions specified in the Bidding Documents, including, without any limitation, Port charges, port fees, river dues in the source country of coal and loading port country, necessary licenses, permits, inspection charges in respect of the Scope of Work, Applicable Taxes and Duties as mentioned at Clause 5.7 of ITB. The Bid/ Contract Price shall, without limitation, include all the prices for commercial, contractual, technical, and other related obligations outlined in the Bidding Documents.
	9. For the purpose of payment during actual delivery, the prices quoted by the Bidder shall be subject to adjustments and correction, on account of quality during performance of the contract, as per the stipulations of the Technical Specification (Section-IV) and other sections of the Bidding Document.
	10. Not Used.
5.6. Bid Currency	Bidders are allowed to quote their Bid/ Contract Price in USD only.
5.7. Taxes & Duties	<p>1. Any payment of penalties, fines, and interest, arising from a delay or default attributable to the contractor shall be on Contractor's account.</p> <p>2. In respect of the Taxes and Duties as set out in this clause 5.7, or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of this Clause 5.7 or otherwise under the Contract (as applicable).</p> <p>3. RNPL shall not deduct Value Added Tax (VAT), as may be applicable in Bangladesh, from the payment due to the contractor. VAT shall be borne by RNPL and shall be paid directly to the concerned authorities in Bangladesh if applicable.</p> <p>4. <u>Tax Deduction at Source:</u></p> <p>1. As per Bangladesh Income Tax Act & Rules, Tax Deduction at Source (TDS) shall be applicable. Bidder (s) is/ are expected to be conversant with the applicability and implication of TDS in their Bid. No Claims in this regard shall be entertained by RNPL.</p> <p>2. Any income tax e.g., Tax Deduction at Source (TDS) which is applicable as per the laws of Bangladesh during payment of the Contract price, shall be borne by the Contractor/ LC beneficiary. RNPL/ Bank shall deduct that TDS (if applicable) as per laws of the land and the deducted TDS shall not be reimbursed by RNPL.</p> <p>5. The Contractor shall provide necessary documents for customs & port clearances.</p> <p>6. The successful Bidder shall pay for all licenses, permits and inspections required for the performance of the Scope of Work, including the cost of securing permits for materials, equipment, supplies and personnel deployed, and such costs shall be to the account of the successful Bidder only.</p> <p>7. Except as otherwise specifically provided in the Bidding Document, the Bidder shall bear and pay all taxes, duties, levies and charges assessed on</p>

	<p>the Contractor and its employees by all municipal, state or national government authorities in connection with the supplied coal to RNPL.</p>
5.8. Exemption in Taxes & Duties in Bangladesh	<p>Not Used.</p>
5.9. Validity of the Bid	<ol style="list-style-type: none"> 1. The Bidder shall keep its Bid firm and valid for acceptance by RNPL for a period of one hundred and eighty (180) days from the date of opening of the Technical Proposal. 2. A Bid valid for a period shorter than that specified above shall be rejected by RNPL as being non-responsive.
5.10. Extension of Bid validity and Bid Security	<ol style="list-style-type: none"> 1. Prior to the expiration of the Bid validity period, RNPL may request the Bidder in writing for an extension of the period of validity of their Bid. 2. A Bidder consenting in writing to the request made by RNPL shall also correspondingly extend the period of validity of its Bid Security for a period of twenty-eight (28) days beyond the new date for the expiry of Bid validity. 3. A Bidder consenting in writing for Bid validity extension shall not be required nor permitted to modify its Bid under any circumstance. 4. In case a Bidder is not consenting in writing to the request made by RNPL for the Bid validity extension, its Bid will not be considered for subsequent evaluation.
5.11. Bid Security	<ol style="list-style-type: none"> 1. The Bidder shall furnish as part of its Bid, in favour of RNPL, on account of the Bidder, a Bid security in original, in the form as stipulated in the Bidding Document, an amount of USD 1,000,000.00 (US Dollar One Million) only or equivalent BDT on the date of publication of IFB, as per the Current WAR (Weighted Average Rate) published by Bangladesh Bank. 2. If the Bidder is a Consortium, the Bidder shall furnish as part of its bid, in favour of RNPL, on account of the title of any of the Consortium Partners or all the Consortium Partners, as named in the Consortium Agreement, a Bid Security, in original, in the form and the amount as stated under ITB Clause 5.12.1 and 5.11.1 respectively.
5.12. Form of Bid Security	<ol style="list-style-type: none"> 1. The Bid Security shall be in the form of an irrevocable bank guarantee issued by Scheduled Bank in Bangladesh or a foreign bank of international repute, having correspondent bank located in Bangladesh, and shall be required to be endorsed by the correspondent bank, to make it enforceable, in the format prescribed in Section-V(B): Bid and Contract Forms; 2. The Bid Security shall be payable promptly without any protest or demur upon written demand by RNPL in case any of the conditions listed in ITB Clause 5.15 is invoked by RNPL; and 3. The Bid security shall remain valid for at least twenty-eight (28) days beyond the expiry date of the Bid Validity period in order to provide for a claim period that may be availed by RNPL against a Bidder, in the event any of the circumstances detailed under ITB Clause 5.15 are invoked by it.
5.13. Authenticity of Bid Security	<ol style="list-style-type: none"> 1. The authenticity of the Bid security submitted by a Bidder shall be examined and verified by RNPL in writing from the Bank issuing the security, prior to finalization of the bid evaluation report. 2. If a Bid Security is found to be inauthentic, the Bid which it covers shall not be considered for evaluation and in such case, RNPL shall reject the Bid as being non-responsive.

	3. Bid not accompanied by a valid Bid Security as stated under ITB clauses 5.11, 5.12, 5.13.1 and 5.13.2, shall be considered as non-responsive and liable to be rejected.
5.14. Return of Bid Security	<p>1. No Bid security shall be returned to the Bidders before contract signing, except to the Bidders in respect of whom the Bids are found to be non-responsive.</p> <p>2. Bid security of the technically non-responsive Bidders shall be returned immediately after the Technical Evaluation Report has been approved by RNPL. However, unopened Financial Proposal of the technically non-responsive bidder shall be returned only after the lowest evaluated responsive Bidder has submitted the Performance Security and signed the Contract.</p> <p>3. Bid security of the responsive Bidders shall be returned only after the lowest evaluated responsive Bidder has submitted the Performance Security and signed the Contract, that being before the expiration of the validity period specified in ITB Clause 5.9 and/or ITB sub-clause 5.10.1.</p> <p>4. Bid Security of the Bidders not consenting within the specified date in writing to the request made by RNPL under ITB clause 5.10 with regard to extension of its Bid validity shall be discharged or returned forthwith.</p>
5.15. Forfeiture of Bid Security	<p>The Bid security may be forfeited by RNPL, if a Bidder:</p> <p>(a) withdraws its Bid after opening of Bids but within the validity period of the Bid as stated under ITB clause 5.9, or under ITB clause 5.10, if such Bidder had consented for extension of the Bid validity period; or</p> <p>(b) submits documents in support of its purported qualification and the said documents are found to be forged, misrepresentations or otherwise incorrect by RNPL; or</p> <p>(c) refuses to accept a Notification of Award, as stated under ITB Clause 8.2; or</p> <p>(d) fails to furnish Performance Security including the Bank Guarantee(s) required to be submitted in respect of DJU(s) (if applicable), as stated under ITB clauses 8.3, 8.4, 8.5, and 8.6; or</p> <p>(e) refuses to sign the Contract, as stated under ITB clause 8.7; or</p> <p>(f) does not accept the correction of the Bid price and/or correction of IC13 value following the correction of arithmetic errors as stated under ITB clause 7.9; or</p> <p>(g) is found to be engaged in corrupt, fraudulent, collusive or coercive practices while competing in the Bidding process.</p>

6.0. SIGNING AND SUBMISSION OF PROPOSALS

6.1. Format and Signing of Bid	<p>1. The Bidder shall prepare one (1) original of the documents comprising the Technical Proposal as described in ITB Clause 5.3 and clearly mark it as "ORIGINAL OF TECHNICAL PROPOSAL" (OTP). In addition, the Bidders shall prepare three (3) copies of the Technical Proposal and clearly mark each of them "COPY NO. [...] OF THE TECHNICAL PROPOSAL" and one electronic drive containing scanned copy of the complete original Technical Proposal only. In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.</p> <p>2. The Bidders shall prepare one (1) original of the documents comprising the Financial Proposal as described in ITB Clause 5.3 and clearly mark it as "ORIGINAL OF FINANCIAL PROPOSAL" (OFP). In addition, the Bidders shall prepare three (3) copies of the Financial Proposal and clearly mark each of them "COPY NO. [...] OF THE FINANCIAL PROPOSAL". In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.</p> <p>3. Not Used</p> <p>4. The original and each copy of the Proposal(s) shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Bidder. This Bid-specific authorization shall be attached to the Technical</p>
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	<p>Proposal Submission Letter and Financial Proposal Submission Letter. The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Bid shall be numbered sequentially and signed by the person signing the Bid.</p> <p>5. Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Bid.</p>																
<p>6.2. Sealing, Marking and Submission of Bid</p>	<p>1. Bidders shall enclose the original of Technical Proposal in one (1) envelope and all the copies of the Technical Proposal in another envelope, duly marking the envelopes as “ORIGINAL OF TECHNICAL PROPOSAL” and “COPY OF TECHNICAL PROPOSAL” respectively. These sealed envelopes for the original and copies of the Technical Proposal shall then be enclosed and sealed in one single envelope and clearly mark it “Envelope-1: TECHNICAL PROPOSAL”.</p> <p>2. The inner and outer envelopes of Technical Proposal shall:</p> <table border="1"> <tr> <td>(a)</td><td>be addressed to RNPL at the address as stated in IFB;</td></tr> <tr> <td>(b)</td><td>bear the name of the subject Work as stated under ITB clause 1.2 and the IFB Number;</td></tr> <tr> <td>(c)</td><td>bear the name and address of the Bidder;</td></tr> <tr> <td>(d)</td><td>bear a statement “DO NOT OPEN BEFORE -----”, which shall be the time and date for Bid opening as stated under IFB clause 3.0;</td></tr> </table> <p>3. Bidders shall enclose the original of Financial Proposal in one (1) envelope and all the copies of the Financial Proposal in another envelope, duly marking the envelopes as “ORIGINAL OF FINANCIAL PROPOSAL” and “COPY OF FINANCIAL PROPOSAL” respectively. These sealed envelopes for the original and copies of the Financial Proposal shall then be enclosed and sealed in one single envelope and clearly marked as “ENVELOPE-2: FINANCIAL PROPOSAL”.</p> <p>4. Not Used</p> <p>5. The inner and outer envelopes of Financial Proposal shall:</p> <table border="1"> <tr> <td>(a)</td><td>be addressed to RNPL at the address as stated under IFB;</td></tr> <tr> <td>(b)</td><td>bear the name of the subject Work and Project as stated under ITB clause 1.2 and the IFB Number;</td></tr> <tr> <td>(c)</td><td>bear the name and address of the Bidder;</td></tr> <tr> <td>(d)</td><td>bear a statement “DO NOT OPEN BEFORE THE TECHNICAL PROPOSAL EVALUATION AND APPROVAL”.</td></tr> </table> <p>6. The Envelope-1 as stated in ITB clause 5.3.2, Envelope-2 as in ITB clause 5.3.3 and Bid Security as stated under ITB clause 5.11 shall be enclosed and sealed in one single outer envelope.</p> <p>7. Bidders are solely and entirely responsible for pre-disclosure of Bid information, if the envelope(s) are not properly sealed and marked.</p> <p>8. Bids shall be delivered by hand or by post or by courier services at the address(s) as stated under IFB clause 10.</p>	(a)	be addressed to RNPL at the address as stated in IFB;	(b)	bear the name of the subject Work as stated under ITB clause 1.2 and the IFB Number;	(c)	bear the name and address of the Bidder;	(d)	bear a statement “DO NOT OPEN BEFORE -----”, which shall be the time and date for Bid opening as stated under IFB clause 3.0;	(a)	be addressed to RNPL at the address as stated under IFB;	(b)	bear the name of the subject Work and Project as stated under ITB clause 1.2 and the IFB Number;	(c)	bear the name and address of the Bidder;	(d)	bear a statement “ DO NOT OPEN BEFORE THE TECHNICAL PROPOSAL EVALUATION AND APPROVAL ”.
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(c)	bear the name and address of the Bidder;																
(d)	bear a statement “ DO NOT OPEN BEFORE THE TECHNICAL PROPOSAL EVALUATION AND APPROVAL ”.																
<p>6.3. Deadline for Submission of Bids</p>	<p>1. Bids shall be delivered to RNPL at the address and no later than the date and time specified in the IFB, or as communicated subsequently by RNPL in writing.</p> <p>2. RNPL may, at its discretion on justifiable/acceptable grounds duly recorded, extend the deadline for submission of Bids as stated under IFB clause 3.0, in which case, all rights and obligations of RNPL and the Bidders as previously subject to the deadline, will thereafter be subject to the new deadline as extended.</p>																

6.4. Modification, Substitution, and Withdrawal of Bids	<ol style="list-style-type: none"> 1. A Bidder may modify, substitute or withdraw its Bid after its submission by sending a written notice duly signed by the authorised signatory, properly sealed, and shall include a copy of the authorisation (the Power of Attorney), confirmed by an affidavit duly authenticated as stated under ITB Clause 5.3.2(b), provided that such written notice including the affidavit is received by RNPL prior to the deadline for submission of Bids as stated under IFB clause 3.0. 2. The Bidder shall not be allowed to retrieve its original Bid, but shall be allowed to submit a corresponding modification either to its original Technical Proposal or Financial Proposal or both, marked as “MODIFICATION FOR TECHNICAL PROPOSAL” (MTP) and/ or “MODIFICATION FOR FINANCIAL PROPOSAL” (MFP) respectively, within two separate envelopes. The envelope/envelopes marked as MTP and/or MFP shall then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITB sub-clause 6.4.1. The outer envelope shall contain the information as stated under ITB sub-clause 6.2.2(a) to (d) and 6.2.5(a) to (d) respectively, clearly marked as “MODIFICATION” (M). 3. The Bidder shall not be allowed to retrieve its original Bid, but shall be allowed to submit another Technical Proposal or Financial Proposal or both, marked as “SUBSTITUTION FOR TECHNICAL PROPOSAL” (STP) and/ or “SUBSTITUTION FOR FINANCIAL PROPOSAL” (SFP) respectively, within two separate envelopes. The envelope/envelopes marked as STP and/or SFP shall then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITB clause 6.4.1. The outer envelope shall contain the information as stated under ITB sub-clause 6.2.2(a) to (d) and 6.2.5(a) to (d) respectively, clearly marked as “SUBSTITUTION” (S). 4. The Bidder shall be allowed to withdraw its Bid by a Letter of Withdrawal marked as “WITHDRAWAL” prior to the deadline for submission of Bids as stated under ITB Clause 6.3. 5. Nevertheless, it should be noted that: <ol style="list-style-type: none"> a) No Bid shall be modified or substituted subsequent to the deadline for submission of Bids; b) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder. Withdrawal of a Bid during this interval shall result in the forfeiture of the Bidder's Bid Security, pursuant to ITB clause 5.15(a).
6.5. Late Bids	<p>Any Bid received by RNPL after the deadline for submission of Bids as stated in the IFB or any subsequent communication by RNPL, as stated in ITB clause 6.3, shall be declared LATE, rejected and returned unopened to the Bidder.</p>

7.0. OPENING AND EVALUATION OF PROPOSALS

7.1. Opening of the Proposals	<ol style="list-style-type: none"> 1. Only the Technical Proposal (Envelope-1) shall be opened immediately upon the deadline for submission of Bids lapses at the place and time as stipulated in the IFB, or as per any subsequent communication made by RNPL in writing in this regard. The Financial Proposal (Envelope-2) shall not be opened with the Technical Proposal (Envelope-1) and shall be kept unopened, in the custody of RNPL or its Authorized Officer. 2. Bidders' representatives (not more than two of each Bidder), who choose to attend the Technical Proposal opening meeting, shall be duly authorised by the Bidder. Bidders or their authorised representatives will be allowed to attend and witness the opening of Technical Proposal, and will sign a register evidencing their attendance.
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3. The authenticity of withdrawal or substitution of, or modifications to the original Bid, if any, made by a Bidder in the manner specified, shall be examined and verified by the **Tender Opening Committee ("TOC")**, based on documents submitted, as stated under ITB clause 6.2. Any envelope relating to a modification or substitution of a Financial Proposal shall be recorded, but not be opened with Technical Proposal.

The TOC shall verify any withdrawal, substitution, modification in the following manner, step by step:

(a) **Step 1:** envelopes marked "**Withdrawal**" (**W**) shall be opened and the "Withdrawal" notice shall be read aloud and recorded in the opening sheet. After verifying that the withdrawal letter is genuine, the corresponding bid shall not be opened, but returned unopened to the Bidder by RNPL, at a later time. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice shall be in the manner, as stated in ITB clause 6.4 and 6.5, and in such a case of non-conformity, the Bid shall be opened and recorded.

(b) **Step 2:** the remaining Bids will be sorted out and those marked "**SUBSTITUTION**" (**S**) or "**MODIFICATION**" (**M**) of Bid will be linked to their corresponding Original Bid.

(c) **Step 3:** outer envelopes marked "**SUBSTITUTION**" (**S**) shall be opened. The inner envelopes containing the "Substitution of Technical Proposal" (**STP**) and/or "Substitution of Financial Proposal" (**SFP**) shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened by RNPL, at a later time, immediately after opening of Technical Proposal. Only the Substitution of Technical Proposal, if any, shall be opened, read out, and recorded. The Substitution of Financial Proposal will remain unopened in accordance with ITB sub-clause 6.2.4. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Technical Proposal opening.

(d) **Step 4:** outer envelopes marked "**MODIFICATION**" (**M**) shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding modification notice contains a valid authorization to request such modification and is read out and recorded at the opening of Technical Proposal. Only the Technical Proposal, both Original as well as the Modification, are to be opened, read out, and recorded at the opening. The Financial Proposal, both Original as well as the Modification, will remain unopened in accordance with ITB sub-clause 6.2.4.

4. Having ensured that only the correct **STP, MTP, OTP-Original Technical Proposal** envelopes are opened, details of each Technical Proposal will be dealt with as follows:

(a) the Chairperson of the **TOC** will read aloud each Technical Proposal and record the same in the Technical Proposal Opening Sheet (**TPOS**) which shall contain:

- (i) record the name and address of the Bidder;
- (ii) record the state of the Bid, if it is a withdrawn, substituted, modified or the Original Technical Proposal;
- (iii) record the rejection of the Bid of the Bidder which submitted the Technical Proposal and Financial Proposal together in one envelope.
- (iv) record the presence or absence of any requisite Bid Security;
- (v) record the presence or absence of the Certificate of Compliance (Attachment-5) and in respect of the Bids received; and

	<p>(vi) such other details as RNPL, at its discretion, may consider appropriate.</p> <p>(b) Only Technical Proposals which are read aloud at the Technical Proposal Opening will be considered for evaluation.</p> <p>(c) all pages of the original (i.e. as opened) version of the Technical Proposal will be initialled by members of the TOC. No Financial Proposal shall be opened with Technical Proposal.</p> <p>5. Upon completion of the Technical Proposal opening, all members of the TOC and the Bidders or the Bidders' duly authorised representatives attending the Technical Proposal opening shall sign by name, address, designation, the TPOS, copies of which shall be issued to the Head of RNPL or an officer authorised by him or her and also to the members of the TOC and to the Bidders immediately.</p> <p>6. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record under ITB Sub Clause 5.3.</p> <p>7. No Bid, i.e. Technical or Financial Proposal, shall be rejected at the Bid opening stage, except the LATE bids as stated in the ITB Clause 6.5.</p>
7.2. Evaluation of Bids and Evaluation Process	<p>1. Firstly, the Technical Proposal of all the bids received shall be examined and evaluated on the basis of the criteria specified in the Bidding Document.</p> <p>2. RNPL shall examine, evaluate and compare Bids that are responsive to the requirements stated in the Bidding Document, in order to identify the successful Bidder.</p> <p>3. RNPL may consider a Bid as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Bidding Document. The evaluation process should begin immediately after the Technical Proposal opening, following the two steps:</p> <p>(a) Preliminary Examination; and</p> <p>(b) Technical Examination and Responsiveness</p> <p>4. For the purpose of evaluation, a "Responsive" Bid shall mean a bid qualified for consideration on the basis of evaluation criteria so declared and specified in the Bidding Document.</p>
7.3. Preliminary Examination	<p>1. RNPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the Contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the reasons/ grounds for RNPL's action.</p> <p>2. The accepted Bids will be preliminarily examined to determine if they are complete, if required sureties have been furnished, if the documents have been properly signed, and if the bids are generally in order.</p> <p>3. Each of the opened Technical Proposals shall be first examined to determine whether it is of acceptable quality and generally complete, and to confirm that all the documentation requested in terms of ITB clause 5.3.2 have been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order given below:</p> <p>(i) verification of the written authorization confirming the signatory of the Bidder to commit the Bid has been attached with Attachment-2 to Technical Proposal Submission Letter as stated under ITB clause 5.3.2(b) in order to check the authenticity of Bid and Bidder itself;</p> <p>(ii) verification of the Bid Security as stated under ITB clause 5.13; and</p> <p>(iii) Certificate of Compliance to all Provisions of the Bidding Documents as per the pro forma prescribed at Attachment-5 to Technical Proposal Submission Letter.</p> <p>4. RNPL shall confirm that the above documents have been provided in the Bid</p>

	without any material deviation, and the completeness of the documents and compliance with the instructions given in corresponding ITB clauses shall be verified, failing which the Bid shall be rejected.
7.4. Technical Evaluation and Responsiveness	<ol style="list-style-type: none"> 1. Only those Bids surviving Preliminary Examination shall be examined in this phase to determine whether the Bid is substantially responsive to the requirements under the Bidding Documents. 2. For purposes of this determination, a substantially responsive Bid shall be considered as one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations. 3. The determination of Bid's responsiveness by RNPL is to be based on the documentary evidence as requested in terms of the Bidding Documents/ relevant Bid Forms and attachments therein. 4. If a Bid is not substantially responsive, it will be rejected by RNPL and shall not be permitted by RNPL to be made subsequently responsive by the Bidder, by way of correction of the material deviation/ reservation. 5. A material deviation or reservation is one- <ol style="list-style-type: none"> (a) which affects, in any substantial way, the scope, quality, and/or performance of the Goods and Services by the Bidder and the Bidder's qualifications as mentioned in the Bidding Document; (b) which is, in any substantial way, inconsistent with the Bidding Document, or limits RNPL's rights or the Bidder's obligations under the Contract; or (c) whose rectification would, in any way affect unfairly, the competitive position of other Bidders presenting responsive Bids. 6. During the evaluation of Bid, the following definitions apply: <ol style="list-style-type: none"> (a) "Deviation" is a departure from the mandatory requirements specified in the Bidding Document; and (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of, the requirements specified in the Bidding Document. 7. RNPL may, in its sole discretion, regard a Bid as responsive, even if it contains minor or insignificant deviations, which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and conditions or other requirements as set out in the Bidding Document; errors or oversights, which if corrected, would not alter the key aspects of the Bid. 8. This phase shall begin with verification and examination of the documentary evidence that, if true and complete, would establish the Bidder's qualifications to be in conformity with the Qualifying Requirements stipulated in IFB clause 5.0. 9. In this phase, RNPL will determine to its satisfaction, whether the participating Bidders are, first eligible and thereafter qualified, to satisfactorily perform the Contract, in terms of the Qualifying Requirements stipulated in the IFB. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of documentary evidence of Bidder's qualification submitted by the Bidder in Attachment-3 to Technical Proposal Submission Letter of their bid as well as such other information as RNPL deems necessary and appropriate in order to make such a determination. Notwithstanding anything stated anywhere else in the Bidding Documents, RNPL reserves the right to seek in writing, information relating to Qualifying Requirements in addition to details contained in the bid submitted by the Bidder. The Bidder shall furnish required information promptly to RNPL. Upon receiving a request for additional information/ clarifications from RNPL in this regard, if a Bidder does not provide the said information/ clarifications in respect of its Technical Proposal within the date and time stipulated by

	<p>RNPL in this regard, its Bid shall be evaluated based on the available documents as on the original deadline set by RNPL. RNPL will shortlist the Bidders meeting the stipulated Qualifying Requirements set forth in the IFB and the other sections of the Bidding Document.</p> <p>10. It is clarified that an affirmative determination of meeting the Qualifying Requirements will be a pre-requisite for further evaluation of Technical Proposal and holding post-bid discussions, if any, with the Bidder. A negative determination will result in rejection of the Bidder's Technical Proposal, in which event RNPL will return the sealed Financial Proposal envelope to the concerned Bidder.</p> <p>11. RNPL will then carry out a detailed evaluation of the Technical Proposal (of the qualified Bidders shortlisted as above), previously determined to be substantially responsive, in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Document. In order to reach such a determination, RNPL will examine and compare the technical aspects of the proposals on the basis of the information supplied by the Bidders, as required to be furnished in Attachment-4 and Attachment-6 to the Technical Proposal Submission Letter, taking into account the following:</p> <ul style="list-style-type: none"> (a) overall completeness and compliance with the Technical Specifications and Drawings; (b) Demonstrate rendering of supply coal to on FOB basis (Free on Board) following the Contractor's Obligations mentioned in the Conditions of Contract, Section-III of the Bidding Document, and the Scope of Work mentioned in the Technical Specification, Section-IV of the Bidding Document, to meet the monthly, quarterly and yearly delivery schedule, including as applicable in the event of contingencies. (c) suitability of the Methodology, Contingency Plan, Organization Structure, Key Personnel, Timeline and other crucial aspects offered in the Bid; (d) Adequacy of Health, Safety, and Environment (HSE) Quality Management System; (e) Deleted (f) Any other relevant factors listed in the Technical Specification, ITB, and Conditions of Contract or any other section of the Bidding Document, or as RNPL deems necessary or prudent to take into consideration.
<p>7.5. Clarification</p>	<p>1. In furtherance of sub-clause 9 of Clause 7.4 herein above, RNPL may ask Bidders for clarification of their Technical Proposal in order to facilitate the examination and evaluation of Technical Proposal. The request for clarification by RNPL and the response from the Bidder shall be in writing. It is to be noted that such clarifications issued by the Bidder, which may lead to a change in the substance of the Technical Proposal or in any of the key elements of the Technical Proposal as stated under ITB Clause 7.4.5, consideration towards such clarifications shall not be permitted by RNPL.</p> <p>2. Any request for clarifications by RNPL shall not be directed towards making an apparently non-responsive Bid responsive and reciprocally, the response from the concerned Bidder shall not be articulated towards any addition, alteration or modification to its existing Technical Proposal.</p> <p>3. If a Bidder does not provide clarifications of its Technical Proposal within the date and time prescribed by RNPL in this regard, its Bid shall be evaluated based on the available documents as on deadline set by RNPL.</p>

	<p>4. Even where the same is not specifically mentioned in any clarification/ information requests, Bidders would need to ensure strict confidentiality with regard to their proposal, clarifications or information requests, and any breach of confidentiality on the part of the Bidder may result in their disqualification. This would need to be specifically recognized and acknowledged by Bidders in any such communications.</p> <p>5. Post-Bid Discussions:</p> <p>RNPL, if required, may hold separate discussions or clarification meetings with only those Bidders whose Technical Proposal have been found to be responsive.</p>
<p>7.6. Restrictions on Disclosure of Information</p>	<p>1. Following the opening of Technical Proposals and until the issuance of the Notification of Award, no Bidder shall, unless requested to provide clarification to its Bid by RNPL or unless necessary for submission of a complaint, communicate with RNPL or any of its officers, Consultant</p> <p>2. Bidders shall not seek to influence in any manner, the examination and evaluation of the Bids.</p> <p>3. Any effort by a Bidder to influence RNPL in its decision concerning the evaluation of Bids or the award of the contract, may result in the disqualification of the Bidder.</p>
<p>7.7. Financial Proposal Opening</p>	<p>1. After completing the Technical Proposal Evaluation, the Financial Proposal (Envelope-2) of only those Bidders, whose Technical Proposal have been found responsive to the requirements of the Technical Proposal, shall be opened in the presence of the Bidders' representatives, who choose to attend. The date, time, and place of the Financial Proposal Opening shall be communicated to the Responsive Bidders in writing by issuing a Financial Proposal Opening Notice, not less than SEVEN WORKING DAYS before such opening.</p> <p>2. Ensuring that only the correct OFF envelopes of the Responsive Tenderers shall be opened, in the presence of the Responsive Tenderer's representatives who choose to attend, on the date, time and at the place as notified by RNPL in accordance with ITB Clause 7.7.1. Details of each Financial Proposal will be dealt with as follows:</p> <p>(a) the Chairperson of the Tender Evaluation Committee will read aloud each Financial Proposal and record in the Financial Proposal Opening Sheet (FPOS), the following:</p> <p>(i) the name and address of the Tenderer;</p> <p>(ii) state if it is a modified, substituted or original Financial Proposal;</p> <p>(iii) the Contract Price;</p> <p>(iv) the number of initialled corrections;</p> <p>(v) any unconditional discounts; and</p> <p>(vi) any other details as RNPL, in its discretion, may consider appropriate</p> <p>(vii) only the premium or discount as in Price Factor (F), quoted in its designated place, i.e. para 1.0 of Attachment-1P to the Financial Proposal Submission Letter shall be read aloud and recorded at the Financial Proposal Opening and will be considered in the Financial Proposal Evaluation. No proposals shall be rejected at the time of opening of the Financial Proposal.</p> <p>(b) All pages of the original version of the Financial Proposal will be initialled by members of the Tender Evaluation Committee.</p>

		(c) RNPL in accordance with ITB Clause 7.1, shall, in writing, notify to the Bidders, whose Technical Proposals are found to be not responsive to the requirements of the Technical Proposal of the same and shall return their Financial Proposal (Envelope-2) unopened, after signing of the Contract pursuant to ITB clause 8.7.
7.8. Clarification on Financial Proposal		<p>1. RNPL may ask Bidders for clarification in respect of their Financial Proposals, for instance, with regard to the breakdown of unit rates, in order to facilitate the examination and evaluation of Financial Proposals. The request for clarification by RNPL and the response from the Bidder shall be in writing.</p> <p>2. Changes to the Bid price shall not be sought or permitted, except to the extent required to confirm to the correction of arithmetical errors, as discovered by RNPL, during the evaluation of the Bids, as stated under ITB clause 7.9 and wrong input of ICI3 index, published on the last Friday 28 days prior to the date of opening of technical proposal, in the Price Schedule (Attachment-1P). If the index is not published for that period, the most recent preceding published index shall be used.</p> <p>3. If a Bidder does not provide clarifications of its Financial Proposal by the date and time prescribed by RNPL in this regard, its Bid shall not be further considered for evaluation.</p>
7.9. Correction of Arithmetical Errors and wrong input of ICI3 value		<p>1. Arithmetic errors and/or wrong input of ICI3 value found during the examination of Bids by RNPL, and required correction thereof, shall be promptly notified to the concerned Bidder(s).</p> <p>2. Arithmetical errors shall be corrected on the following basis:</p> <p>a) If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>b) If there is a discrepancy between the unit price and the line item total, that is obtained by multiplying the unit price with the quantity, the unit price shall prevail and the line item total shall be corrected;</p> <p>c) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total corresponding shall be corrected.</p> <p>3. Any Bidder that does not accept the correction of the Bid price following the correction of arithmetic errors and/or correction of ICI3 value as determined by the application of the process prescribed under ITB sub-clause 7.9.2 (a), (b), (c), and para 1.0 of Attachment-1P, the Bid submitted by such a Bidder shall be considered as non-responsive and its Bid Security will be forfeited as per ITB clause 5.15(f).</p>
7.10.	Not Used	
7.11. Financial Evaluation	<p>1. To evaluate a Bid in this stage, RNPL shall consider the following:</p> <p>(a) Adjustment for correction of arithmetical errors as stated under ITB clause 7.9; and</p> <p>(b) Adjustment due to unconditional discount as stated under ITB clause 5.5, if any.</p>	

	<p>(c) Adjustment due to cost of transportation to Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant as per Attachment 4-16 of Technical Specification (Section-IV of the Bidding Document)</p> <p>2. The Financial Proposal shall be evaluated taking into account the lowest evaluated Bid Price.</p> <p>3. RNPL reserves the right to negotiate with the lowest evaluated Bidder.</p>
7.12. Price Comparison	<p>1. All responsive Financial Proposals shall be compared, in order to determine the lowest-evaluated proposal, as per ITB sub-clause 7.11.2.</p> <p>2. In the extremely unlikely event that there is a tie for the lowest evaluated price, the Bidder quoting the lowest evaluated Bid Price but with the superior Coal quality will be considered as the most preferred Bidder. The coal quality parameters of the Coal mines will be assessed to determine which coal is of superior quality. For this purpose, evaluated GCV of the bidders will be considered first. If there is a tie, then evaluated AFT of the bidders will be considered. If there is a tie, then evaluated ash of the bidders will be considered. If there is a tie, then evaluated total sulphur of the bidders will be considered. If there is a tie, then evaluated total moisture of the bidders will be considered. The evaluation of GCV, AFT, ash, total sulphur, total moisture shall be done as mentioned in the Attachment - 4 (Table -1) of Section-V(A) of the Bidding Document. In case of any tie in respect of evaluated price and coal quality then the responsive bidder shall be selected in order of supply record financial capability. If there is a tie in respect of evaluated price, coal quality, supply record and financial capability, the bidder shall be selected through the lottery in the presence of the respective bidder.</p>
7.13. Post-Qualification and Proposal Verification	<p>1. After determining the lowest evaluated or the most preferred responsive bid in the manner stated in ITB clause 7.12, RNPL may contact the references given and/or verify data of the Technical Proposal submitted by the Bidder, whose bid has been found to be the lowest evaluated or the most preferred responsive bid, to verify the Bidder's previous experiences and, if necessary, statements made by them in their Bid, and to obtain updated information concerning the Bidder, including its past performance.</p> <p>2. In the event that the Bidder with the lowest evaluated price or the most preferred bid as determined as per ITB clause 7.12 fails the post-qualification and proposal verification test as stipulated in ITB sub-clause 7.13.1, RNPL shall make a similar determination for the Bidder offering the next lowest evaluated price and so on, amongst the remaining responsive Bids, provided that,</p> <p>(a) such action shall only be taken if the evaluated price of the Bids under consideration is acceptable to RNPL;</p> <p>(b) When the point is reached whereby the evaluated prices of the remaining responsive Bids are significantly higher than that of the official estimate, or the market price, RNPL may proceed for re-tendering, using a revised Bidding Document, designed to achieve a more successful result.</p>
7.14.	Not Used
7.15. Rejection of all Bids	<p>1. RNPL may, in the circumstances as stated hereunder, reject all Bids, if –</p> <p>(a) the price of the lowest evaluated Bid exceeds the official estimate beyond justifiable limits; or</p> <p>(b) there is evidence of a lack of effective competition, such as non-participation by a number of potential Bidders; or</p> <p>(c) all Bids are found to be non-responsive; or</p>

	<p>(d) there is evidence of professional misconduct, affecting seriously the bidding process.</p> <p>2. Notwithstanding anything contained in the ITB sub-clause 7.15.1(a), Bids may not be rejected if the lowest evaluated price is in conformity with the market price.</p> <p>3. RNPL may, on justifiable grounds, annul the bidding process, prior to the deadline for the submission of Bids.</p> <p>4. All Bids received by RNPL shall be returned unopened to the Bidders in the event the bidding process is annulled under ITB clause 7.15.3.</p>
7.16. Informing of Rejection	Notice of the rejection will be given promptly within fifteen (15) days of such a decision being taken by RNPL to all Bidders whose bids are so rejected.

8.0. CONTRACT AWARD

8.1. Award Criteria	<p>RNPL shall award the Contract to the Bidder whose Proposal is responsive to the requirements of the Bidding Document and that has been determined to be the most preferred Bid, provided further that the Bidder is determined to be Post-Qualified, in terms of ITB clause 7.13.</p>
8.2. Notification of Award	<p>1. Prior to the expiry of the Bid validity period, RNPL shall issue the Notification of Award ("NOA") to the successful Bidder, as determined according to the provisions under ITB clause 8.1.</p> <p>2. The Notification of Award shall be accepted unconditionally in writing by the successful Bidder within seven (7) working days from the date of issuance of the NOA.</p> <p>3. Until a formal contract is signed, the Notification of Award shall constitute a Contract, which shall become binding upon the furnishing of the Performance Security by the successful Bidder, and shall remain so until the signing of the Contract between RNPL and the successful Bidder.</p>
8.3. Performance Security	<p>1. The Performance Security shall be determined sufficient to protect the performance of the Contract by the successful Bidder.</p> <p>2. Performance Security in the form of a Bank Guarantee of an amount of USD 5,000,000.00 (USD Five Million) or equivalent BDT on the date of claim shall be furnished by the successful Bidder as per the pro forma prescribed in the Bidding Document and shall be issued in the currency of USD.</p> <p>3. In case of the successful Bidder being a Consortium, Performance Security in the form of a Bank Guarantee for an amount, in the currency and as per the proforma as stated in ITB Clause 8.3.2, shall be furnished on the account of all the Consortium Partners.</p> <p>4. The proceeds of the Performance Security submitted by the successful Bidder and the Bank Guarantee submitted in respect of DJU(s) (if applicable) shall be payable to RNPL unconditionally and without any demur, upon first written demand, as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.</p>
8.4. Form and Time Limit of furnishing Performance Security	<p>1. The Performance Security and the Bank Guarantee(s) submitted in respect of DJU(s) (if applicable) shall be in the form of an unconditional and irrevocable Bank Guarantee in the format enclosed in Section-V(B) of the Bidding Document, as stated under ITB clause 8.3.2, issued by an internationally reputable bank having a correspondent bank located in Bangladesh or reputable scheduled bank in Bangladesh, to make it enforceable.</p>

	2. Within twenty-eight (28) days from the issuance of the Notification of Award, the successful Bidder shall furnish the Performance Security for the due performance of the Contract equivalent of the amount specified under ITB clause 8.3.
8.5. Validity of Performance Security	<p>1. The Performance Security shall required to be valid for the whole contract period. The validity of the Performance Security shall be extended at least 60 (sixty) days prior to the expiry of the validity thereof, for the period until the date which shall be sixty (60) days beyond the date of completion of the Work under the Contract.</p> <p>2. If under any circumstance, the date of completion of the Contractor's performance obligations under the Contract is to be extended, the validity of the Performance Security shall correspondingly be extended for such extended period of the contract, in terms of sub-clause (1) above.</p>
8.6. Authenticity of Performance Security	<p>1. RNPL shall verify the authenticity of the Performance Security submitted by the successful Bidder by sending a written request to the branch of the bank issuing the irrevocable Bank Guarantee in the specified format.</p> <p>2. If the Performance Security submitted under ITB clause 8.3 is not found to be authentic, RNPL shall proceed to take measures against the Bidder in accordance with ITB Clause 2.5 and forfeit the Bid Security as per ITB Clause 5.15 of the Bidding Document.</p>
8.7. Contract Signing	<p>1. The successful Bidder and RNPL shall sign the Contract as per the format enclosed in Section-V(B) of the Bidding Document within thirty (30) days of the issuance of Notification of Award, provided that the Performance Security submitted by the successful Bidder is found to be genuine.</p> <p>2. If the successful Bidder fails to provide the required Performance Security, as stated under ITB Clause 8.3, or fails to sign the Contract, as stated under this ITB clause 8.7.1, even within the extended time that RNPL may give to the successful Bidder on the request of the successful Bidder in this regard on reasonable grounds, RNPL may proceed to award the Contract to the next preferred or the next lowest evaluated Bidder, as the case be, and so on, provided that such action shall only be taken if the evaluated cost of the Bid is acceptable to RNPL.</p>
8.8. Bangladesh Regulations	<p>1. The Bidding Document contains references to certain decrees by the Government of the People's Republic of Bangladesh. Bidders must acquaint themselves with the applicable laws and regulations of the People's Republic of Bangladesh and shall observe and comply with the same.</p> <p>2. Deleted</p> <p>3. Any information relating to the laws, rules and regulations of the People's Republic of Bangladesh provided in this Bidding Document is only for reference and for the convenience of the Bidder, and there is no expressed or implied warranty of its validity.</p>
8.9. Changing in form of Bid Security and Performance Security	<p>1. Any Change in the attached form of Bid Security and Performance Security by the bidder or Bank, the Bid shall be liable for rejection.</p>

SECTION-III
CONDITIONS OF CONTRACT (COC)

BIDDING DOCUMENT No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26
Date: 02.01.2026;

INDEX

Clause Sl. No.	Name of the Clause	Page No.
1.0	Definition	39
2.0	Interpretation	50
3.0	Warranties and Representation	53
4.0	Bonds and Guarantees	55
5.0	Commencement and Duration	55
6.0	The Services	56
7.0	Contractor's Obligation	56
8.0	RNPL's Obligation	61
9.0	Liabilities	61
10.0	Coal Quantity	61
11.0	Contract Price	61
12.0	Taxes and Duties	62
13.0	Title and Risk	64
14.0	Demurrage and Despatch	64
15.0	Deleted	64
16.0	Payment	64
17.0	Payment Terms	67
18.0	Indemnity	67
19.0	Deleted	69
20.0	Default, Suspension and Termination	69
21.0	Change of Control	74
22.0	Force Majeure	75
23.0	Limitation of Liability	77
24.0	Confidentiality	78
25.0	Law and Jurisdiction	79
26.0	Dispute and Arbitration	79

27.0	Other Provisions	81
28.0	Trade and Economic Compliance	84
29.0	Anti-bribery and Corruption	85
30.0	Government Approvals and Taxes & Duties	85
31.0	Corrupt, Fraudulent, Collusive or Coercive Practices	85
32.0	Litigation History	85

Clause	Assignment
1.0	<p>Definition</p> <p>Unless the context otherwise requires, the following terms whenever used in the Contract, shall have the following meaning:</p> <p>“Actual GCV” means the gross calorific value on an ARB of the Coal in any shipment of Coal, as stated in the Certificate of Analysis or in the Umpire Certificate, as the case may be.</p> <p>“Actual TA” means the total ash content on an ARB of the Coal in any shipment of Coal, as stated in the Certificate of Analysis or in the Umpire Certificate, as the case may be.</p> <p>“Actual TM” means the total Moisture content on ARB of any shipment of Coal as stated in the Certificate of Analysis or in the Umpire Certificate, as the case may be.</p> <p>“Actual TS” means the total Sulphur content on an ARB of the Coal in any shipment of Coal, as stated in the Certificate of Analysis or in the Umpire Certificate, as the case may be.</p> <p>“ADB”, with respect to any Coal quality parameter, means the analysis of such parameter on the basis that Coal has naturally dried in the open air until it cannot dissipate any more moisture and the moisture content is in approximate equilibrium with the moisture in the surrounding atmosphere.</p> <p>“Affiliate” in relation to a Party or shareholder of a Party, means a public, private, governmental or commercial company or other entity that directly or indirectly controls, is controlled by, or is under common control with, the Party or entity.</p> <p>For the purposes of this definition, “control” means the right to cast fifty percent (50%) or more of the votes exercisable at an annual general meeting (or its equivalent) of the entity concerned or, if there are no such rights, ownership of fifty percent (50%) or more of the equity share capital of or other ownership interest in such entity, or the right to direct the policies or operations of such entity.</p> <p>“Annual Delivery Quantity” means the quantity of Coal to be sold and delivered by the Supplier to, and purchased by, the Purchaser in respect of each Delivery Year, as specified in Clause 4.2 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“ARB”, with respect to any Coal quality parameter, means the analysis of such parameter on an “as received” basis.</p> <p>“Ash Content” means the total ash content of Coal expressed as a percent (%) of total weight of a Coal sample and measured on an ARB in accordance with ASTM Test Standard D3174-11 (as the same may be amended, revised, modified or supplemented from time to time).</p> <p>“ASTM” means the American Society for Testing and Materials with the technical standards published by ASTM International, as the same may be amended, revised, modified or supplemented from time to time.</p> <p>“Applicable Laws” shall refer to all relevant laws, rules, regulations, notifications, codes, orders, ordinances, circulars, treaties, international Conventions, and any judgment, decree, injunction, permit or decision of any central, state or local Government Authority, agency, court, or any other body that exercises jurisdiction over any matter in connection with or arising out of this Contract, and any change thereof, which shall include any addition, deletion, substitution, modification or amendment, which shall accordingly be construed as a change in Applicable Laws.</p> <p>“Bangladesh” means the People’s Republic of Bangladesh.</p> <p>“Base GCV” means GAR 5000 Kcal/Kg.</p>

		<p>“Base Price” means, the P_n (as determined in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document)) in respect of any Shipment.</p> <p>“Beneficiary Certificate” means a document showing the Delivered Price of a Shipment of Coal due and payable by the Purchaser as determined in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document), in the form included in Attachment 4-9 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Bill of Lading” means a shipping document that serves as (i) a receipt for cargo prepared by the shipper and signed by the carrier, (ii) a “document of title” to the cargo, and (iii) evidence of the terms and conditions of the shipping contract, substantially in the form of Attachment 4-10 of Technical Specification (Section-IV of the Bidding Document) or such other form as may be reasonably acceptable to the Purchaser.</p> <p>“Business Day” means:</p> <ol style="list-style-type: none"> for the purpose other than for making any payment under this Agreement, a day which is not a Friday, Saturday, Sunday or a public or legal holiday in either Bangladesh or China or Indonesia/Australia/South Africa (wherever applicable); and for the purpose of making any payment under this Agreement, a day which is not a Friday, Saturday, Sunday, a public holiday or a legal holiday or a day on which banking institutions are authorized or obliged by law or regulation to close either in Bangladesh or China or Indonesia/Australia/South Africa (wherever applicable). <p>“Bidder” means the party to whom the Invitation for Bid is issued and who submits its Bid.</p> <p>“Bidding Document(s)” refer to the IFB, ITB, this Conditions of Contract, the Technical Specifications and the Bid and Contract Forms, together with attachments, collectively.</p> <p>“Buyer or RNPL or Purchaser” means RPCL-NORINCO INTL POWER LIMITED, the owner of the Facility and includes the legal successors or permitted assigns of RNPL.</p> <p>“°C” means degree(s) centigrade or degree(s) Celsius as defined in the International System of Units.</p> <p>“Calorific Value, Gross” (“GCV”) means the calorific value of Coal expressed as a higher heating value, referred on a (GAR) basis, in accordance with ASTM Test Standard D5865-11a (as the same may be amended, revised, modified or supplemented from time to time).</p> <p>“Calorific Value, Net” (“NCV”) means the calorific value of Coal expressed as a lower heating value, referred on a (NAR) basis, in accordance with ASTM Test Standard D5865-11a (as the same may be amended, revised, modified or supplemented from time to time). The NCV is the subtraction of the heat of vaporization of water vapor from the GCV.</p> <p>“Cent” shall mean one one-hundredth of a Dollar (\$0.01).</p> <p>“Certificate of Analysis” means a certificate issued by the Loading Port Laboratory in accordance with Clause 10.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document) or the Umpire Laboratory pursuant to Clause 10.3 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document), in each case based on the ASTM test standards set out in Subsection 11 of Technical Specification (Section-IV of the Bidding Document) and in a form substantially similar to Attachment 4-7 of Technical Specification (Section-IV of the Bidding Document).</p>
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		<p>“Certificate of Holds Cleanliness” means a certificate substantially in the form of Attachment 4-12 of Technical Specification (Section-IV of the Bidding Document) issued by an independent inspector (to be nominated by the Purchaser and approved by the Supplier) engaged by the Purchaser to inspect the cleanliness of each hold of any Vessel nominated by the Purchaser to receive delivery of a Shipment, such inspection to be performed according to the relevant standards.</p> <p>“Certificate of Origin” means, in respect to any shipment, a document executed by the Supplier that certifies the origin of the Coal contained in the Shipment, substantially in the form of Attachment 4-11 of Technical Specification (Section-IV of the Bidding Document) or such other form as may be reasonably acceptable to the Purchaser.</p> <p>“Certificate of Weight” means a certificate substantially in the form of Attachment 4-13 of Technical Specification (Section-IV of the Bidding Document) issued by the Licensed Marine Surveyor in accordance with Subsection 9 Technical Specification (Section-IV of the Bidding Document) setting forth the weight of a Shipment on the Vessel.</p> <p>“Change in Legal Requirement” means the adoption, enactment or application to the Purchaser or the Supplier of any Legal Requirement (i) that was not existing or applicable to the Purchaser or the Supplier on the date of this Agreement, or (ii) constitutes a change in such Legal Requirement or the application or interpretation thereof by a Government Instrumentality after the date of this Agreement.</p> <p>“Changed Formulas” has the meaning given to in Clause 11.3 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Coal” means either or both, (a) thermal coal produced from the mining area controlled by the Supplier in the XXX, Indonesia/Australia/South Africa covered by its Mining Rights Authorizations and satisfying fully the Coal Quality Specifications in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document) and/or (b) thermal coal produced or procured by the Supplier from Indonesia/Australia/South Africa and satisfying fully the Coal Quality Specifications in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Coal Condition Undertaking” has the meaning given to in Clause 3.2 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Coal Handling Facilities” means the facilities at or proximate to the Facility Site for receiving, storing, processing, or conveying Coal for consumption in the Facility, including without limitation, the Discharge Port facilities, coal yard, conveyor, crusher, stacker-reclaimers, whether or not such facilities are owned or operated by the Purchaser or an Affiliate of the Purchaser.</p> <p>“Coal Loading Point” or “CLP” is the load port in the Country of Origin where RNPL’s nominated vessel is loaded with Coal.</p> <p>“Coal Mine” means the coal mine identified in Clause 2.5 of Subsection 2 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Coal Quality Specifications” means the specifications set out in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Completion Schedule” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;</p> <p>Commencement Date shall mean the actual date in the Contract Year on which the Coal is loaded onto the vessel nominated by RNPL as per Technical Specification (Section-IV of the Bidding Document) at the CLP.</p> <p>“Commencement Notice” means a written Commencement Notice for Commercial Delivery, delivered by the Purchaser to the Supplier in accordance with Clause 5.2 (b) of Conditions of Contract (Section-III of the Bidding Document).</p>
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		<p>“Confidential Information” has the meaning given to in Clause 24.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Consent” means any approval, consent, authorization or other requirement that is required from any Government Instrumentality.</p> <p>“Contaminants” means materials contained or mixed with the coal, such as bone, shale, rock, dirt, clay, wood, rocks, plant matter, garbage, iron or steel, nonferrous materials, blast materials, salt, petroleum coke, pitch, pitch coke, tar sludge and or other extraneous material.</p> <p>“Contract” means the Contract entered into between RPCL-NORINCO INTL POWER LIMITED (RNPL) and the Contractor, together with the Contract Documents referred to therein and the term “the Contract” shall in all such documents be construed accordingly.</p> <p>“Contractor” or Supplier” means the Bidder whose bid to perform the Contract has been accepted by the RNPL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.</p> <p>“Contract Agreement” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;</p> <p>“Contract Date” refers to such date on which the Contractor and RNPL enter into, and sign the Contract.</p> <p>“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;</p> <p>“Contract Price” means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;</p> <p>“Country of Origin” means the Republic of Indonesia/Commonwealth of Australia/ Republic of South Africa</p> <p>“Contractor Event of Default” has the meaning given to such term at Clause 20.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Contractor Initial Cure Period” has the meaning given to in Clause 20.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Contractor Termination Amount” an amount equal to Ten Million US Dollars (\$10,000,000) as full compensation to the Purchaser for the damages suffered by it as a consequence of the termination of this Agreement due to a Contractor Event of Default, in accordance with Clause 20.2 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Contract Year” means period of 12 months during the Term starting from the Commencement Date.</p> <p>“Consents or Approvals” shall refer to that would be required by the Contractor for ensuring the provision of Services under this Contract.</p> <p>“Day” means calendar days unless otherwise specified as working days;</p> <p>“DB” with respect to any Coal quality parameter, means the analysis of such parameter on dried basis.</p> <p>“Deadweight Tonnes” or “DWT” means the deadweight capacity of a Vessel, measured in Tonnes, which capacity comprises the weight of cargo, crew, bunker fuel, fresh water and stores.</p>
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		<p>“Delivery” means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;</p> <p>“Delivered Price” has the meaning given to in Clause 11.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Delivery Schedule” has the meaning given to in Clause 5.4.3 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Delivery Month” means the calendar month in the Delivery Year in which any Shipment is to be delivered by the Supplier to the Purchaser at the Loading Port.</p> <p>“Delivery Month Quantity” has the meaning given to in Clause 5.4.5 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Delivery Year” means the same as Contract Year.</p> <p>“Demurrage” means the financial compensation that Supplier shall pay the Purchaser (to pay the Vessel owner) for total Time Used exceeds total Laytime allowed.</p> <p>“Despatch” means the financial reward paid by the Purchaser (received from Vessel owner) to Supplier for total Time Used is less than total Laytime allowed.</p> <p>“Discharge Port” means the coal jetty within the Facility in the Patuakhali district of Bangladesh.</p> <p>“Dispute” has the meaning given in Clause 26.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Draft Survey” means a marine draft survey carried out by a Licensed Marine Surveyor in accordance with Subsection 9 of Technical Specification (Section-IV of the Bidding Document) to determine the quantity of Coal in Tonnes loaded on the Vessel.</p> <p>“Dollar” “Cents” or the symbol “\$” and “¢” shall mean the lawful currency of the United States of America.</p> <p>“Deemed Commencement Date” means the date, as communicated by RNPL to the Contractor in accordance with the provisions of clause 5.2(b) of Conditions of Contract (Section-III of the Bidding Document) herein, on which Coal is expected to be loaded onto the vessel nominated by RNPL as per Technical Specification (Section-IV of the Bidding Document) at the CLP.</p> <p>“Delivered Coal Quality” means the quality of the Coal at the CLP measured by Licensed Marine Surveyor;</p> <p>“Effective Date” has the meaning given to it on Clause 5.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“ETA” means the estimated time of arrival.</p> <p>“Event of Force Majeure” has the meaning given to in Clause 22.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Expected Supply Shortfall” has the meaning given to in Clause 4.6.1 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Expert” has the meaning given to in Clause 26.3.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Extended Forced Outage” means an unplanned interruption of the generating capability of the Facility that is necessary to carry out and complete any inspection, testing, overhaul, maintenance, or repair of any part of the Facility, including the Coal Handling Facilities, that continues for more than ten (10) days or, in the case of more than one (1) such interruption, continue in the aggregate for more than ten (10) days in any Delivery Year.</p> <p>“Facility” means the coal-fired electric generating plant having an output of approximately 1320 megawatts (gross), to be located in Patuakhali, Bangladesh, including all components thereof and related facilities located on the Facility Site,</p>
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		<p>including the Coal Handling Facilities and any and all transmission lines, appliances, parts, instruments, appurtenances, accessories and other property that may be incorporated or installed in or attached to or otherwise become part of such facility.</p> <p>“Facility Site” means the parcel(s) of real property located in Kalapara, Patuakhali, Bangladesh upon which the Facility will be situated.</p> <p>“Financing Documents” means the agreements for making available any loans, credit facilities, notes (including floating rate notes and commercial paper), bonds, subordinated debt or other funds other than equity, including working capital and any letters of credit and related agreements, security agreements, swap agreements, and any other documents relating to the development, construction, acquisition, ownership, operation and maintenance of the Facility.</p> <p>“Financing Party” means any Person which provides loans or other financing to the Purchaser as evidenced by or pursuant to the Financing Documents.</p> <p>“First Split” has the meaning given to in Clause 10.2.3 (a) of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“FOB” or “Free on Board” has the meaning given to in INCOTERMS 2020 except as otherwise provided in this Agreement.</p> <p>“Free Pratique” means permission to do business at a port by a ship that has complied with all applicable legal requirements, including obtaining a clean bill of health for ship and crew.</p> <p>“Full Certificate of Analysis” means a certificate issued by the Loading Port Laboratory in accordance with Clause 10.2.5 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document) based on the ASTM test standards set out in Subsection 11 of Technical Specification (Section-IV of the Bidding Document) and in a form substantially similar to Attachment 4-8 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“GAR” means “Gross, as received”, being the higher heating value of the Coal expressed in Kcal/Kg.</p> <p>“Goods” means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;</p> <p>“Government” means the Government of the People’s Republic of Bangladesh;</p> <p>“Government Instrumentality” means, in respect of the People’s Republic of the Bangladesh or the Country of Origin or any other country having jurisdiction over the matter in question, as the case may be, any ministry, department, political subdivision, instrumentality, agency, corporation or commission under the direct or indirect control of such country.</p> <p>“Good Industry Practices” shall refer to such standards, practices, methods and procedures which are generally observed by a Reasonable and Prudent Contractor.</p> <p>“Government Approval” shall mean the various licenses, permits and consents that the Contractor may require for the fulfilment of the Services under the Contract.</p> <p>“Government Authority” means any government and any ministry, department, political sub-division, instrumentality, agency, corporation or commission, under the direct or indirect control of any government (including the Government of Bangladesh), having jurisdiction over any matter in connection with or arising out of this Contract.</p> <p>“Hardgrove Index (HGI)” refers to the grindability of Coal as measured by ASTM Standard D409/D409M-11 (as the same may be amended, revised, modified or supplemented from time to time).</p>
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		<p>“Purchaser Test Analysis” has the meaning give to it in Clause 10.3 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Project” refers to the Patuakhali 1320 (2×600) MW Coal Fired Thermal Power Plant Project.</p> <p>“Ready In All Respects” means, in relation to any Vessel that has arrived at the Loading Port, all of the following conditions have been satisfied: (a) the Supplier has received a copy of the Certificate of Holds Cleanliness; (b) the Vessel has completed all formalities required by Port Authorities or other Government Instrumentalities of the Country of Origin prior to loading of Coal, including Vessel customs clearance.</p> <p>“Reasonable and Prudent Operator” means a Person or Party seeking to perform its obligations, duties and responsibilities in compliance with applicable laws and regulations, and in so doing, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a knowledgeable, skilled and experienced operator engaged in the same or similar type of undertaking under the same or similar circumstances and conditions.</p> <p>“Reduction Event” has the meaning given to in Clause 4.8 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Rejection Limits” means the relevant limits of each Specification at which point the Purchaser may reject a shipment tendered for delivery by the Supplier hereunder, as listed under the heading “Range” in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Related Services” means Services linked to the supply of Goods contracts.;</p> <p>“RNPL or Buyer or Purchaser” means RPCL-NORINCO INTL POWER LIMITED, the owner of the Facility and includes the legal successors or permitted assigns of RNPL.</p> <p>“Rules” has the meaning given to in Clause 26 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>Safety Requirements has the meaning accorded to such term at Clause 7.15 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>“Scheduled Outage” means a planned interruption of the generating capability of the Facility that has been scheduled and allowed by BPDB according to Power Purchase Agreement and is for any inspection, testing, overhauls, preventive and corrective maintenance, repairs, replacement or improvement of the Facility including the Coal Handling Facilities.</p> <p>“Second Split” has the meaning given to in Clause 10.2.3 (b) of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Services”, wherever appearing, shall mean the works and services to be performed by the Contractor, including shipping, transshipping supply, Coal delivery works and services, and other ancillary services as may be necessary to ensure supply/ delivery of Coal, pursuant to the Contract, as detailed in the Bidding Documents and the Contract.</p> <p>“SSHINC” means Saturdays, Sundays and holidays included except Major Holidays in the Country of Origin.</p> <p>“Shipment” means a full or partial shipload of Coal on any Vessel in the Delivery Year.</p> <p>“Significant Discrepancy” has the meaning given in Clause 10.3.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Size” refers to the size classification of a sample of Coal tested in accordance with ASTM Test Standard D4749-87 (2007) (as the same may be amended, revised, modified or supplemented from time to time).</p>
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		<p>“Total Moisture” refers to the total moisture content of a sample of Coal tested in accordance with ASTM Test Standards D3173-11 and D3302/D3302M-10 (as the same may be amended, revised, modified or supplemented from time to time).</p> <p>“Trimmed” means that Trimming of a Vessel on which a Shipment has been loaded has been completed.</p> <p>“Trimming” means stabilizing the Vessel by levelling off cargo within each hold, and stowing cargo throughout the Vessel so that the fore and aft drafts are practically the same by use of manpower, spouts, or any such Trimmers as may be available at the Loading Port, and “Trim” and “Trimmed” shall be construed accordingly.</p> <p>“Umpire Certificate” has the meaning given to it in Clause 10.3.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Umpire Laboratory” has the meaning given to it in Clause 10.3.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Vessel” has the meaning given to it in Clause 5.5.1 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Vessel Nomination” has the meaning given to it in Clause 5.5.2 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).</p> <p>“Weather Working Day” or “WWD” means a period of twenty-four (24) hours made up of one or more working days during which it is, or if the Vessel is still waiting for its turn, it would be, possible to discharge the Coal without interference due to weather. If such interference occurs (or would have occurred if work had been in progress), there shall be excluded from Laytime the actual period of such interference.</p> <p>“Working Day” means any day except for a Major Holiday in the Country of Origin.</p> <p>“Writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.</p> <p>“Verified Report” means the report submitted by the Purchaser to the Head of the Purchaser setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.</p> <p>Capitalised terms used in the Contract but not defined shall have the meaning ascribed to the said term as used in the applicable Bidding Document(s).</p>
2.0	Interpretation	<p>In the Contract, unless the context otherwise requires:</p> <p>2.1 reference to any statute or statutory provision or to any document or agreement shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, re-enacted or replaced;</p> <p>2.2 the caption, recitals or a particular Clause or Schedule, will be a reference to the relevant caption, Recital, Clause or Schedule in or to the Contract, unless the context otherwise requires, and a reference to this Contract shall be construed as a reference to the Contract as amended, novated, modified or supplemented in effect, from time to time, and shall include a reference to any document which amends, novates, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;</p> <p>2.3 wherever in the Contract, provision is made for the giving or issuance of any notice, endorsement, consent, approval, certificate, instruction, request, authorization or determination by any person, unless otherwise specified, such notice, endorsement, consent, approval, certificate, instruction, request, authorization or determination shall be in writing and the words "notify", "endorsed", "certify", "instruct", "request", "authorize" or "determine" shall be construed accordingly;</p>

		<p>2.4 references to Clauses and Schedules in the Contract are to the Clauses and schedules of Contract signed to formalize the Contract;</p> <p>2.5 words of the masculine gender include the feminine and neuter genders;</p> <p>2.6 "agree", "agreed", or "agreement" requires the agreement to be recorded in writing;</p> <p>2.7 references to "includes" or "including" are to be construed without limitation;</p> <p>2.8 reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state and any other legally constituted public authority (in each case, whether or not having separate legal personality);</p> <p>2.9 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;</p> <p>2.10 Words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it be done, and words placing a Party under a restriction include an obligation not to permit or allow infringement of the restriction.</p> <p>2.11 Language</p> <p>(i) All Contract Documents, all correspondences and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with the English language.</p> <p>(ii) If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under COC Sub-Clause 2.11 (i) above, the English translation of such Contract Documents, correspondence or communications shall prevail in matters of interpretation.</p> <p>(iii) The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, the translation so prepared shall be authenticated by the Bangladesh Consulate located in the Country where the documents have been issued or the Embassy of that Country in Bangladesh.</p> <p>(iv) Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> <p>2.12 Singular and Plural</p> <p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p> <p>2.13 Headings</p> <p>The headings and marginal notes in the Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>2.14 Incoterms</p>
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	2.15	<p>Construction of the Contract</p> <p>The Contract to be entered into between RNPL and the Contractor shall be for supply of coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant at a loading port in the country of origin of coal, subject to the specific terms of the Contract.</p>
	2.16	<p>Independent Contractor</p> <p>The Contractor shall be an independent contractor performing the Contract, acting on a principal-to-principal basis. The Contract does not create any agency, partnership, employment, consortium-like or other joint relationship between the Parties thereto.</p> <p>Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All sub-contractors, Personnel, representatives, etc., engaged by the Contractor in connection with the performance of the Contract shall be under the complete control and supervision of the Contractor, and shall not be deemed to be employees of RNPL, and nothing contained in the Contract shall be construed to create any contractual relationship between any such Personnel, representatives or sub-contractors and RNPL.</p>
	2.17	<p>Consortium</p> <p>If the Contractor is a consortium of the maximum of three (3) firms, the constituent firms of the Consortium shall be jointly and severally bound to RNPL for the fulfillment of the provisions of the Contract, and the Consortium shall designate one of such constituent firm to act as the Consortium's Lead Partner, with authority to act on behalf of and bind the Consortium. The composition or the constitution of the Consortium during the Term of the Contract shall not be altered without the prior written approval of RNPL.</p>
	2.18	<p>Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
	2.19	<p>Country of Origin</p> <p>"Origin" means the place amongst the countries stipulated in the Technical Specification (Section-IV) where the Coal for the supplies under the Contract are mined, or produced, and from which the Supplies are provided. The origin of goods is distinct from the nationality.</p>
	2.20	<p>A reference to "Designated Mine" or "Designated Coal Mine" or like terms shall mean and refer to the Coal mine(s) approved by RNPL for the purposes of procuring Coal by the Contractor under this Contract.</p>

		<p>2.21 Where the Contract envisages any adjustment/ discount to the Contract Price by RNPL, including in accordance with Clauses 5.2, 9 or 27.10 of Conditions of Contract (Section-III of the Bidding Document), then:</p> <ul style="list-style-type: none"> (i) where the Contract Price for the corresponding quantities of Coal has not been paid, the said amounts would be reduced by RNPL prior to payment by RNPL to the Contractor; (ii) where such amounts have been paid, the such adjustment/ discount shall be reflected and made in the succeeding invoice (and if not fully adjusted thereunder, then in the subsequent invoice, and so on); Provided that where no subsequent invoices are contemplated under the Contract, such amounts shall be forthwith and no later than 15 days of a demand by RNPL, be refunded to RNPL. <p>2.22 the Appendices are an integral part of this Agreement;</p> <p>2.23 references to this Agreement or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time;</p> <p>2.24 a fraction of a Tonne in any calculation shall be rounded up to the nearest Tonne if such fraction is one-half (0.50) of a Tonne or more and shall be rounded down otherwise; a fraction of a Cent in any calculation shall be rounded up to the nearest Cent if such fraction is one-half of a Cent or more and shall be rounded down otherwise; and</p>
3.0	Warranties and Representation	<p>3.1 Warranties and representations by the Contractor Throughout the Term of the Contract, the Contractor represents and warrants to RNPL that:</p> <ul style="list-style-type: none"> (a) It is a limited liability company duly organized and validly existing under the laws of eligible countries, and has the legal capacity to execute, deliver and perform this Agreement and the transactions contemplated by it. The execution, delivery and performance of the obligations contemplated in the Contract have been duly authorized by all requisite corporate action and all third-party approvals required by it in this regard, have been duly obtained; (b) The Contract constitutes valid and binding obligations of the Contractor, enforceable in accordance with the terms hereof; (c) It is financially solvent, able to pay its debts as they fall due, and possessed of sufficient committed financing and working capital and technical capacity to perform and complete its obligations under the Contract; (d) There is no legal action, suit or proceeding, at law, nor, to the best of its knowledge, any official investigation before or by any Governmental Authority, arbitral tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under the Contract, or on the validity or enforceability of the Contract; (e) Information provided by the Contractor to RNPL in connection with the Contract and in terms of the Bidding Document are true, complete and accurate in all material respects; (f) It has obtained, and shall maintain throughout the Term, necessary export licenses and all Consents/ Approvals for which it is responsible for obtaining,

		<p>as set out in Schedule to this Contract, to undertake the performance of its obligations as set out in the Contract;</p> <p>(g) It has all the necessary experience and all necessary contractual and legal rights in order to perform its obligations under the Contract in accordance with Good Industry Practices and in line with what latest international regulations and laws provide, and upon a request from RNPL in this regard, from time to time, tender necessary evidence to confirm such facts/ experience/ rights;</p> <p>(h) It has done everything that would be expected by a Reasonable and Prudent Contractor to ensure that the Contract Price of the Goods and Service (as quoted by it) contain allowances to protect it against any of these risks eventuating, including:</p> <ul style="list-style-type: none"> (i) assessing the risks which it is assuming under the Contract, and (ii) informing itself completely of the nature of the work and materials/ Services necessary for the commencement and carrying out its obligations (including the Services) during the Term, and (iii) visiting and examining the existing conditions , availability of Coal mines, availability of arrangement for transportation of Coal to CLP, availability of stockpile space for port storage at the load ports and its surroundings and doing everything possible to inform itself fully as to the physical conditions or obstructions at such ports, including, weather and current conditions at, near or relevant to the load ports, or any other condition or characteristic thereof, capable of affecting the Contractor's ability to perform its obligations under the Contract and obtaining all necessary information as to the risks, contingencies and other circumstances which could have an effect on the performance and cost of carrying out the Services in terms of the Contract. (iv) informing itself of all requirements of Governmental Authorities in relation to the Services and in relation to measures necessary to be adopted and observed while performing its obligations under the Contract arising from the carrying out of the Services, (v) informing itself of all Taxes, Duties, Levies, Port charges, Navigation charges, statutory charges, etc., applicable to the carrying out of the Services in the Country of Origin of Coal, and (vi) informing itself of all social security contributions (including contributions to the Worker Profit Participation Fund and Worker Welfare Fund), union contributions and all other Taxes and charges which are payable by the Contractor while acting as an employer to the Personnel, and compliance with all other Applicable Laws, as may be applicable, in accordance with Local Laws in Bangladesh as well as that of any other country whose laws shall apply in respect of the Personnel. (vii) this Contractor, through the Mines, has the legal right to mine and sell Coal from the mine that is the subject of the Mining Rights Authorization meeting the Coal Quality Specifications in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document), the Coal Condition Undertaking as per Clause 3.2 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document), and
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		<p>other terms and conditions of this Agreement, in quantities at all times sufficient to meet the Supplier's obligations under this Agreement.</p> <p>(viii) the Contractor has sufficient Marketable Coal Reserves at the Mines to satisfy and guarantee its supply obligations to the Purchaser during the term of this Agreement. The Supplier has not contracted to sell to others Coal from the Marketable Coal Reserves of the Mines in such quantity as to jeopardize the Supplier's ability to deliver the total maximum quantity of Coal that the Supplier is obligated to deliver to the Purchaser hereunder or to interrupt any deliveries to be made hereunder.</p> <p>3.2 Warranties and representations by RNPL</p> <p>RNPL represents and warrants to the Contractor that:</p> <p>(a) It is a limited company duly organized and validly existing under the laws of Bangladesh, and has the legal capacity to execute, deliver and perform this Agreement and the transactions contemplated by it. The execution, delivery and performance of the obligations contemplated in the Contract have been duly authorized by all requisite corporate action;</p> <p>(b) The Contract constitutes valid and binding obligations of RNPL, enforceable in accordance with the terms hereof;</p> <p>(c) It is financially solvent, able to pay its debts as they fall due, and possessed of sufficient committed financing and working capital to perform and complete its obligations under the Contract;</p> <p>There is no legal action, suit or proceeding, at law or in equity, nor, to the best of its knowledge, any official investigation before or by any Governmental Authority, arbitral tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under the Contract, or on the validity or enforceability of the Contract;</p> <p>(d) It has obtained, and shall maintain throughout the Term, the Consent/ Approval which it is responsible for maintaining in respect of the Contract.</p>
4.0	Bonds and Guarantees	<p>As a condition of the Contract and as security for the Contractor's obligations under this Contract, the Contractor shall procure that the Performance Guarantor provides RNPL with the Performance Security in the form of Bank Guarantee, the validity of which shall be the period applicable as per clause 8.5 of the ITB and the value of which shall be the amount applicable as per clause 8.3 of the ITB, Section-II of the Bidding Document, issued by an internationally reputable bank having correspondent bank located in Bangladesh, to make it enforceable. The pro forma for Bank Guarantee is provided in Section-V (B) of the Bidding Document.</p>
5.0	Commencement and Duration	<p>5.1 Effectiveness of Contract</p> <p>The Contract shall come into force with effect after the signing of the contract ("Effective Date"). It is clarified that any Services performed by the Contractor pending the execution of the Contract Agreement, pursuant to any such Notification of Award, shall be subject to the terms of the Contract.</p> <p>5.2 Commencement of Services</p>

		<p>(a) The actual date in the Contract Year on which the Coal is loaded onto the vessel nominated by RNPL as per Technical Specification (Section-IV of the Bidding Document) at the CLP shall be considered as the Commencement Date.</p> <p>(b) Not later than thirty (30) days prior to the anticipated Commencement Date, RNPL shall communicate to the Contractor in writing the Deemed Commencement Date.</p> <p>(c) The Contractor's failure to commence the Services for a period of thirty (30) days from the Deemed Commencement Date (i.e. where the Commencement Date does not occur within such period) shall constitute a Contractor Event of Default and shall be dealt with in accordance with the provisions of Clause 20 of the of Conditions of Contract (Section-III of the Bidding Document).</p> <p>(d) In case of the Contractor's failure to commence the Services as specified at sub-clause (c) above, RNPL shall be free to make alternate arrangements for the supply of Coal from another supplier, at the sole risk and cost of the Contractor.</p> <p>(e) Further, RNPL shall have a right to effect an adjustment in or discount to the Contract Price payable for the Coal supplied by the Contractor in lieu of the period of delay, i.e from the Deemed Commencement Date until the occurrence of the Commencement Date. Such discount shall be calculated at the rate USD 0.50 per MT of Coal for the delayed quantity per day of delay, subject to a maximum discount of 10% (ten percent) of the Contract Price of that particular shipment otherwise payable by contractor for the delayed/shortfall quantity.</p> <p>(f) Further, in the event of the Contractor's failure to commence the Services for a continuous period of thirty (30) days from the Deemed Commencement Date and the same being treated as a Contractor Event of Default, as per COC clause 20.1.2.iv, RNPL shall be entitled to continue effecting the adjustment in/ discount to the Contract Price at the rate prescribed at sub-clause (e) above, for the period of delay until the cure period allowed thereunder expires, in addition to amounts payable by it in terms of sub-clause (e) above.</p> <p>5.3 Term</p> <p>(a) Unless the Contract is terminated earlier or extended as per mutual agreement by the Parties, the Contract shall continue to remain in effect for a period of one (1) years from the Commencement Date (the "Term");</p> <p>(b) The Term of the Contract may be further extended based on mutual agreement between both parties.</p>
6.0	The Services	The Contractor shall be responsible for and shall perform all elements of the supply of the Coal from the Designated Mine(s) to the Coal Delivery Point, in a seamless and composite manner, as specified in this Section-III and Section-IV (Technical Specification) of the Bidding Documents.
7.0	Contractor's Obligation	<p>7.1 The Contractor shall supply the Coal at the CLP with due care and diligence, in accordance with the terms of the Contract.</p> <p>7.2 The Contractor shall acquire all permits, approvals and/or licenses hereof that are required to be obtained/ maintained by it in terms of this Contract, and that are necessary for the performance of the Contract.</p>

		<p>7.3 The Contractor shall comply with all Applicable Laws in force at any time during the Term, and the same shall be binding on the Contractor. The Contractor shall indemnify and hold harmless RNPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature, arising or resulting from the violation of such laws by the Contractor or its Personnel or sub-contractors.</p> <p>7.4 The Contractor shall procure, supply and make available such consignment of Coal, which adheres to the specifications contained in the Technical Specifications (Section-IV) of the Bidding Document and the Contract and other stipulations as may be applicable in regard thereof.</p> <p>7.5 The Contractor shall meet all guarantees, warranties, etc., as stipulated in the Contract.</p> <p>7.6 The Contractor shall be responsible for and shall perform the Services, as mentioned at Clause 6.0 of Conditions of Contract (Section-III of the Bidding Document) above and elsewhere in the Bidding Document, and agrees to:</p> <ul style="list-style-type: none"> (a) Maintain the healthiness, legality, availability and completeness of the Coal supply chain, including ensuring the availability of Coal, transportation from the Designated Mine(s) to CLP, loading onto the OGV at the CLP etc., with sufficient redundancy, so as to successfully perform and meet the monthly, quarterly and yearly Coal supply quantity, as specified in the Technical Specification (Section-IV of the Bidding Document) or as agreed between the Parties under the Contract. (b) Maintain in force and promptly obtain or renew, and promptly send copies to RNPL of all applicable Consents/ Approvals required for the Contractor to perform its obligations under the Contract and the Contractor will comply with the terms of all such Consents and Approvals. (c) perform its obligation under the Contract in: <ul style="list-style-type: none"> (i) a safe and efficient manner and applying Good Industry Practice and the standards of a Reasonable and Prudent Contractor, (ii) accordance with all Applicable Laws, regulations and requirements, and (iii) In accordance with the requirements of the Insurance Policies. (d) immediately notify RNPL, as soon as the Contractor becomes aware of: <ul style="list-style-type: none"> (i) any legal or administrative action involving the Contractor; or (ii) The occurrence of any default under the Contract. <p>7.7 Other Services</p> <p>The Contractor shall, amongst other things:</p> <ul style="list-style-type: none"> (a) Deleted; (b) execute the required trimming operation at its own time and expense (c) Deleted; (d) Deleted
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		<p>(e) appoint a Licensed Marine Surveyor and Independent Inspection Authority for measurement of weight of Coal and testing of Coal quality at CLP provided RNPL's prior approval is required.</p> <p>(f) appoint Independent Surveyor to exclude Contaminants from the coal prior to loading of the Coal at the CLP.</p> <p>7.8 Contractor's personnel</p> <p>(a) All Personnel employed or otherwise engaged by the Contractor, whether at the Mine(s), CLP, etc. shall:</p> <ul style="list-style-type: none"> (i) be duly trained, qualified and experienced to perform the Services, (ii) be bound by and shall follow the Rules and Regulations of the states wherever applicable, and ensure to not cause any actions or violations which may be treated as an offense under any Applicable Law. RNPL shall in no way be responsible for any such actions/violations by Contractors/ its Personnel and the Contractor alone shall be solely responsible for any consequence thereof; and (iii) be employed in accordance with and shall themselves comply with all applicable labour regulations, social security and tax obligations and any labour recommendations, rules and requirements of the states wherever applicable. <p>(b) The Contractor shall pay punctually the remuneration, together with all Taxes, social security contributions (including contributions to the Worker Profit Participation Fund and Worker Welfare Fund) and union contributions which are payable by the Contractor as employer in accordance with Local Laws and keep valid at all times any personal authorizations and visas required for the Personnel of the Contractor.</p> <p>7.9 Assignment & Novation</p> <p>The Contractor shall not, assign to any third party the Contract, or any part thereof, or any right, benefit, obligation or interest therein or thereunder, provided that the Contractor shall be entitled to assign either absolutely or by way of creation of a charge on any monies/ payments due and payable to it or that may become due and payable to it under the Contract.</p> <p>No such restriction shall however be applicable to RNPL, which shall be free to assign its rights and/ or obligations under this Contract to any third party, including with respect to transferring/ assigning by way of security its rights, under the Contract.</p> <p>Any assignment of rights and/ or obligations by either Party pursuant to the foregoing provisions shall not take effect, for the benefit and protection or release of either Party, until the execution of a tripartite novation agreement, executed by and amongst the Contractor, RNPL and the approved assignee party, in full compliance with the existing obligations of the assigning/ assignor Party under the Contract and guaranteeing of due fulfillment of the Contract by the assignee ("Novation Agreement").</p>
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		<p>7.10 In the interim period, till the assignment is fully completed, the assigning/ assignor Party shall continue to perform its obligations under this Contract. Upon completion of the assignment in terms of Clause 7.9 of Conditions of Contract (Section-III of the Bidding Document) above and the Novation Agreement being brought into effect, the assigning/ assignor Party shall continue to remain liable and responsible for actions undertaken by it and consequences thereof until full release/ discharge therefrom by the other Party.</p> <p>7.11 With respect to the sub-contracting of obligations under the Contract,</p> <p>(a) The Contractor shall not sub-contract all or any of its obligations under the Contract.</p> <p>7.12 Co-operation and communication</p> <p>The Contractor shall:</p> <p>(a) promptly disclose such information in relation to itself, its sub-contractors, if any, its Personnel, and in relation to the Designated Coal Mine(s) as RNPL may from time-to-time request in connection with the Contract;</p> <p>(b) ensure that it has adequate communication equipment for communicating with RNPL, by voice and electronic means, twenty-four (24) hours a day, and without prejudice to its obligations, promptly notify RNPL of any serious, unexpected, and dangerous situation requiring immediate attention or action, that it becomes aware of;</p> <p>(c) promptly notify, and give full details to, RNPL of any casualties or accidents occurring during the carrying out of the Services or damage to any which have, or may have, an adverse effect on RNPL or the performance of the Contract; and</p> <p>(d) Promptly, upon occurrence thereof, notify RNPL of a Contractor Event of Default or an event which, with the giving of notice, the lapse of time or fulfilment of any condition or lack thereof would be likely to become a Contractor Event of Default, in each case, with particulars in detail of such event and the steps are taken to remedy it.</p> <p>7.13 Delete</p> <p>7.14 Foreign Materials</p> <p>The Coal delivered by the Contractor at the CLP will necessarily be Contamination-free. In this regard, the Contractor undertakes that all Coal, on delivery by itself to RNPL, shall be substantially free of Contaminants as per Clause 3.2 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document). It is obligated upon the Contractor to task an Independent Surveyor at its own cost to exclude Contaminants from the Coal prior to loafing of coal at CLP.</p> <p>7.15 Safety & Indemnification for failure to comply</p> <p>7.15.1 Deleted</p>
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		<p>7.15.2 The Contractor hereby warrants and undertakes that it shall comply with all of its duties and obligations hereunder and that it has the competence to comply with the provisions of this clause and the Safety Requirements prescribed pursuant thereto, and shall allocate and deploy adequate resources to facilitate such compliance, including the appointment of safety managers and supervisors. The Contractor shall also ensure that each of its sub-contractors, if any, appoints a safety manager to facilitate compliance with the Safety Requirements and to ensure that overall, the Contractor remains compliant with the prescribed Safety Requirements.</p> <p>7.15.3 The Contractor shall also observe the Applicable Laws in the country of the CLP(s). Unless otherwise agreed, the Contractor shall, throughout the performance of Services:</p> <ul style="list-style-type: none"> (i) provide proper fencing, lighting, guarding and watching of the activities being undertaken in pursuance of execution of the Services; (ii) keep indemnified RNPL against any and all third parties' (including public authorities') claims, resulting from any non-compliance with Safety Requirements; and (iii) Allow RNPL to disclose any information relating to the relevant circumstances that may arise pursuant to this clause 7.15 of the of Conditions of Contract (Section-III of the Bidding Document), to any third party, which shall include public authorities and press/media personnel, and take control over any press communication in relation to such non-compliance, etc. <p>7.15.4 In the event of any mishap, incident or accident occurring due to the lack of adequate safety measures being observed, non-installation of safety equipment or non-compliance with clauses 7.15.1, 7.15.2 and sub-clause (i) of clause 7.15.3 of Conditions of Contract (Section-III of the Bidding Document), the Contractor shall compensate RNPL for the pecuniary losses suffered by it and defend, indemnify and hold harmless RNPL from any third-party claims that may arise in this regard. Without prejudice to the generality of the foregoing, the Contractor shall remain liable for (and shall indemnify and hold harmless RNPL in relation to) the care and custody, and for any loss, damage or injury to its Personnel, plant and equipment.</p> <p>7.15.5 Every such mishap, incident or accident shall be investigated by a certified Independent Investigating Agency as per internationally accepted norms and regulations of the applicable territory, where the incident/ accident takes place. A copy of the Investigation Report shall be submitted to RNPL within 3 months of the occurrence of such accident. The Investigating Agency shall be appointed by the Contractor with RNPL's concurrence. The Contractor shall bear all risks and costs related to such an investigation.</p> <p>7.16 Inspection, Audit and Reporting obligations</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) Maintain proper operating logs, records and reports documenting the operation and maintenance of the Mines and complete logistics up to the point of delivery at the CLP. (b) immediately, following a request by RNPL, permit RNPL and each person appointed by RNPL, full and free access, from time to time, to inspect: <ul style="list-style-type: none"> (i) The Mine(s), CLPs, facilities at the CLPs etc.
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		<p>(ii) the site or sites used by the Contractor in connection with the performance of its obligations under the Contract, and</p> <p>(iii) The logbooks and records are required to be maintained by the Contractor.</p> <p>7.17 Not Used</p> <p>7.18 The Contractor shall defend, indemnify and hold RNPL harmless from and against any claim or liability for any such applicable taxes, duties, fees, governmental impositions, assessments, premiums or penalties. Any penalties imposed by any authority on account of delay or non-payment of taxes, and duties, etc. shall be borne by the Contractor.</p>
8.0	RNPL's Obligations	<p>8.1 RNPL shall declare and confirm the delivery schedule and the quantity of Coal within the stipulated time with respect to each Shipment of Coal as required by it.</p> <p>8.2 RNPL shall:</p> <p>(a) pay the Contractor the sum due in accordance with the terms of the Contract, subject to applicable deductions, discounts and adjustments;</p> <p>(b) Deleted</p> <p>(c) Ensure that it has adequate communication equipment for communicating with the Contractor by voice and electronic means, twenty-four (24) hours a day.</p>
9.0	Liabilities	<p>9.1 In case of a Supply Failure and/or delay and/or shortfall in supply, and/or poor quality of coal supplied by the contractor, the provisions of Subsection 4 and 5 of Technical Specification (Section-IV of the Bidding Document) shall be applicable.</p>
10.	Coal Quantity	<p>10.1 The quantity of Coal shall be as specified in Subsection 4 of Technical Specification (Section-IV) of the Bidding Document.</p> <p>10.2 RNPL may on-sell any Coal which is sold and delivered to RNPL by the Contractor.</p>
11.	Contract Price	<p>11.1 The price payable by the Buyer to the Seller for each Shipment delivered FOB at the Loading Port (the "Delivered Price") shall be determined as set out in Clause 7.1 of Subsection 7 of Technical Specification (Section-IV of the Bidding Document). The Delivered Price shall be inclusive of, and not subject to any increase as a result of, all costs and expenses arising in the production, transport to the Loading Port, sale, delivery to and loading on board the relevant Vessel, and Trimming of the relevant Vessel, as well as all Taxes that any Government Instrumentality of the Country of Origin may impose on the sale or purchase of any Shipment to or by the Buyer or on the Seller in relation to any of the foregoing.</p> <p>11.2 The Contract Price shall be subject to adjustments and variations for payment purposes in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document) and in accordance with other provisions of the</p>

Contract.

11.3 Change in Pricing Index or Calculation of Delivered Price

11.3.1 If:

- (a) the **Pricing Index** is discontinued
- (b) the **Pricing Index** is no longer published with the frequency contemplated in the formula for determining the **Delivered Price**; or
- (c) there is a change in the specifications of the coal on which the **Pricing Index** is based such that they no longer correspond materially with the specifications of the Coal to be supplied under this Agreement;

then either Party may submit a written request to the other Party requiring that the Parties shall negotiate in good faith with the objective of promptly agreeing on a replacement of the **Pricing Index** (a "**New Pricing Index**") and/or an amendment of the formulas in Clause 7.1 of Subsection 7 of Technical Specification (Section-IV of the Bidding Document) or Subsection 15 of Technical Specification (Section-IV of the Bidding Document) such that the **New Price Index** and/or **Changed Formulas** will accurately and transparently reflect the **FOB** price of coals with a **Base GCV**, total moisture, total ash and total sulphur specifications similar to the Coal to be supplied under this Agreement.

11.3.2 If the Parties are unable to agree upon a **New Pricing Index** and/or Changed Formulas within ninety (90) days after a Party has made a written request for negotiation pursuant to Clause 11.3.1 of Conditions of Contract (Section-III of the Bidding Document), either Party, on written notice to the other Party, may require that the **Dispute** be referred to an **Expert** who shall decide whether there should be a **New Pricing Index** and/or **Changed Formulas** and, if so, decide on the appropriate **New Pricing Index** and/or **Changed Formulas** in view of the objective referred under Clause 11.3.1 of Conditions of Contract (Section-III of the Bidding Document). The determination of the **Expert** shall be final and binding on the issue of a **New Pricing Index** and/or **Changed Formulas** unless and until there is another change as described in Clause 11.3.1 of Conditions of Contract (Section-III of the Bidding Document) in relation to the **Price Index** and formulas then in effect and being used hereunder.

11.3.3 The Parties shall continue to use the **Pricing Index** and/or the existing formulas until a **New Pricing Index** and/or **Changed Formulas** have been agreed or determined by an **Expert**. Thereafter, any amounts, which have been invoiced after the date on which a Party made a written request for negotiation pursuant to Clause 11.3.1 of Conditions of Contract (Section-III of the Bidding Document) shall be recalculated and accounted for in accordance with Clause 16 of Conditions of Contract (Section-III of the Bidding Document).

11.4 Change in Legal Requirement

11.4.1 If there is a **Change in Legal Requirement** of the Country of Origin that, upon its effectiveness, will result in either of the Parties being materially

		<p>adversely affected in its performance of this Agreement (excluding the imposition of any Tax on a Party), on the written request of the Party that is materially adversely affected, the Parties shall promptly enter into negotiations in good faith with a view to agreeing on amendments to this Agreement that (i) are necessary to comply with the Change in Legal Requirement, and (ii) will eliminate the adverse effect of the Change in Legal Requirement on the affected Party.</p> <p>11.4.2 Until such time as the Parties may agree on amendments to this Agreement pursuant to Clause 11.4 of Conditions of Contract (Section-III of the Bidding Document), the following terms shall apply:</p> <ul style="list-style-type: none"> (a) the Buyer shall be entitled to continue purchasing Coal from the Seller up to the quantities provided in Subsection 4 of Technical Specification (Section-IV of the Bidding Document) at a Delivered Price determined in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document) for so long as such supply of Coal or pricing of Coal is not prohibited by any Legal Requirement of the Country of Origin; (b) thereafter, the Buyer shall be entitled to purchase Coal from the Seller up to the quantities provided in Subsection 4 of the Technical Specification (Section-IV of the Bidding Document) at a price delivered FOB that is equal to the lesser of (i) the price at which Seller may sell Coal to the Buyer in compliance with Legal Requirements of the Country of Origin and (ii) the then prevailing Delivered Price; (c) if the price at which the Seller is required to sell a Shipment to the Buyer in compliance with Legal Requirements of the Country of Origin exceeds the Delivered Price for such Shipment as determined in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document), the Buyer shall pay to the Seller the lowest price for each Shipment of Coal then permitted under the applicable Legal Requirements of the Country of Origin, and the Seller, shall pay to the Buyer the difference between the then permitted legal price and the Delivered Price. Such difference shall be deemed to be a "Refundable Surcharge" and shall be refunded to the Buyer by the Seller within ten (10) days of the payment for such Shipment being made by the Buyer. If the repayment by the Seller of the surcharge (or any other mechanism to keep the price of Coal sold hereunder at the Delivered Price) is not allowed (or is expected by the Buyer to not be allowed) the Buyer may, in its sole discretion and without cost or expense cancel one or more Shipments that have been ordered pursuant to Clause 5.4.5 or are included in a Delivery Schedule established pursuant to Clause 5.4.3 of Subsection 5 of the Technical Specification (Section-IV of the Bidding Document); and <p>11.4.3 If the Parties have not agreed on amendments to this Agreement pursuant to Clause 11.4 of Conditions of Contract (Section-III of the Bidding Document) within ninety (90) days from the date a Party has</p>
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		<p>requested negotiations, the Buyer may at any time thereafter terminate this Agreement upon thirty (30) days' prior written notice to the Seller without liability of any kind to the Seller in respect of such termination; provided that during such ninety (90) day period the Buyer's right to suspend Shipments under Clause 11.4.2.(c) of Conditions of Contract (Section-III of the Bidding Document) will continue to exist.</p>
12.	Taxes and Duties	<p>Along with the clauses of ITB 5.7 the following has to be complied:</p> <p>It is hereby expressly agreed by and between the Parties that in respect of the Taxes and Duties as set out in this Clause 12 of Conditions of Contract (Section-III of the Bidding Document), or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of this Clause 12 of Conditions of Contract (Section-III of the Bidding Document) or otherwise under the Contract (as applicable).</p>
13.	Title and Risk	<p>13.1 The title of the Coal shall pass from the Contractor to RNPL upon the completion of the loading and trimming of such Coal on board the Vessel at the Coal Loading Point and the Bill of Lading given by the Master of the Vessel, which shall record RNPL as the legal owner of the Coal contained in the Shipment.</p> <p>13.2 If RNPL rejects a Shipment as noted in Subsection 12 of Technical Specification (Section-IV of the Bidding Document), the title of that Coal and risk of loss or damages thereto shall pass back to the Contractor, immediately upon RNPL's notice in this regard. Provided that RNPL shall not have any liability in this regard, including for any loss or damage thereto, for the period the said Coal remains in the custody of RNPL.</p> <p>13.3 Notwithstanding the transfer of title in accordance with Clause 13.1 of Conditions of Contract (Section-III of the Bidding Document), RNPL shall only be liable to pay the Contract Price for the quantity of Coal as actually received at the CLP (as determined and adjusted in accordance with Technical Specification (Section IV)).</p>
14.	Demurrage and Despatch	<p>14.1. Demurrage and Despatch shall be applicable as per Clause 5.12 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document)</p> <p>14.2. RNPL, transportation contractor of RNPL and successful bidder shall try to enter into a tripartite agreement regarding demurrage and despatch with good faith and with a view to follow the provisions of Clause 5.12 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).</p>
15.	Deleted	
16.	Payment	<p>16.1 The Supplier shall prepare and submit each of the following documents for each Shipment in original to the counter of LC advising or negotiating bank as soon as practicable after loading of the Shipment has been completed at the Loading Port or within such other period expressly provided below.</p>

		<p>(a) one (1) signed original of Beneficiary Certificate, together with:</p> <ul style="list-style-type: none"> i. one (1) signed original and three (3) copies of the Supplier's invoice for the Base Price of the Shipment; and ii. one (1) signed original and three (3) copies of debit or credit note detail the calculation of the Delivered Price in accordance with this Agreement (including the calculation of the Delivered Price per Tonne (DP_n) in accordance with the provisions of Subsection 7 of Technical Specification (Section-IV of the Bidding Document) and Subsection 15 of Technical Specification (Section-IV of the Bidding Document); <p>Each Beneficiary Certificate, invoice, and debit or credit note shall be substantially in the form of Attachment 4-9 of Technical Specification (Section-IV of the Bidding Document) with monetary amounts denominated in Dollars state the Tonnes of Coal delivered in the Shipment, the name of the Vessel and the Bill of Lading number and date.</p> <ul style="list-style-type: none"> (b) a set of three (3) negotiable original clean on board ocean Vessel shipped Bills of Lading signed by the master of the Vessel or his authorized agent; (c) one (1) original of the Loading Port Laboratory's Certificate of Analysis; (d) one (1) original of the Certificate of Weight from the Loading Port; (e) one (1) original of the Certificate of Holds Cleanliness; (f) one (1) original of the Certificate of Origin for the Coal delivered in the Shipment; (g) one (1) original of the Acceptance of Readiness (including the Notice of Readiness); and (h) one (1) original of the Statement of Facts <p>16.2 If the Supplier discovers an error in an invoice or the Purchaser notifies the Supplier of an error in an invoice, the Supplier shall issue a corrected invoice to the Purchaser within five (5) days after the date the error is discovered by the Supplier or notified to the Supplier by the Purchaser.</p> <p>16.3 The Supplier shall reimburse the Purchaser the amount of any penalties, fees, or additional costs and expenses that are imposed on or incurred by the Purchaser due to any failure of the Supplier to provide the invoice and supporting documents required under Clause 16.1 of Conditions of Contract (Section-III of the Bidding Document) within the time specified therein.</p> <p>16.4 All payments from RNPL to the Supplier shall be made in the tender currency (ies), and for each shipment, the amount payable shall be calculated as follows, subject to adjustments and variations being made, if any</p> <ul style="list-style-type: none"> (a) The price of coal as determined by Subsection 7 of Technical Specification (Section-IV of the Bidding Document). (b) The quantity of Coal as determined in Subsection 4 of Technical Specification (Section-IV of the Bidding Document).
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		<p>(c) Any other applicable adjustment/discount according to the Conditions of Contract (Section-III of) and Technical Specification (Section-IV) of the Bidding Document.</p>
		<p>16.5 The Initial payment and Balance Payment shall be made to the Contractor through Letter of Credit (L/C). If the payment due date of RNPL falls on a bank holiday of any bank involved in the payment by RNPL to the Supplier, then RNPL shall make payment by the next banking day.</p>
		<p>16.6 Letter of Credit (L/C) in USD/BDT or each shipment will be opened in any Scheduled Bank of Bangladesh within seven (7) Business days before the commencement of Laycan and advised through a bank reasonably acceptable to the Supplier in accordance with the conditions stipulated in this Clause 16 of Conditions of Contract (Section-III of the Bidding Document). The L/C opening charges of RNPL's Bank will be to the account of RNPL and amendment charges and all other charges including Supplier's Bank charges will be to the Supplier's account. In case of any Amendment in the L/C is necessitated by RNPL, charges shall be borne by RNPL.</p>
		<p>16.7 Delete</p>
		<p>16.8 If an amount in an invoice requires correction after an invoice has been paid by the Purchaser to the Supplier, the correction shall be made by way of a debit note or credit note in the next invoice to be issued by the Supplier to the Purchaser (or by way of separate invoice in respect of the final Shipment under this Agreement).</p>
		<p>16.9 If the Supplier or the Purchaser calls for an Umpire Analysis and an Umpire Certificate is issued (subject to Umpire Certificate results falling outside the reproducibility limits), the Supplier or Purchaser shall prepare a debit note / credit note no later than three (3) Business Days following receipt by the Supplier and the Purchaser of the Umpire Certificate. The final debit note or credit note shall be based on the adjusted price, Certificate of Weight and Umpire Certificate results and shall take into account any prior payment by the Purchaser in accordance with above. The owing Party shall remit any final payment by telegraphic transfer (T/T) into the other Party's nominated bank account within thirty (30) days of receipt of debit note or credit note</p>

17.0	Payment Terms	<p>17.1 The payment shall be released to the account of Supplier in two (2) stages i.e. Initial Payment and Balance Payment.</p> <p>17.1.1. 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 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 the Clause 16.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>17.1.2. 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> <p>17.1.3. Late Payments: Any undisputed amount that is not paid when due under this Agreement shall accrue interest at the rate of 6-Month Term SOFR plus zero point five percent (0.50%) per annum from, and including, the date that such payment was due until, and excluding, the date on which such amount together with accrued interest is paid in full.</p> <p>17.1.4. Mutual Set-Off: It is hereby expressly agreed between the Parties to the Contract that mutual undisputed dues owed by and between the Parties, arising out of or in relation to this Contract, shall at all times remain subject to mutual equitable set-off. The residual dues remaining, upon effecting such a set-off, shall be paid by the Party by whom the greater sum of dues was owed to the other Party.</p> <p>17.1.5. If a Party disputes any amount in any invoice or corrected invoice issued under this Agreement, the Party shall promptly notify the other Party in writing of (i) the amount in dispute and (ii) the basis for the Dispute. The Party shall pay the amount of the invoice (if any) that is not in dispute within the time required under Clause 17 of Conditions of Contract (Section-III of the Bidding Document) and may withhold payment of the amount in dispute until such time as the Dispute is resolved.</p> <p>If it is agreed or determined that a disputed amount (or any portion thereof) was correctly invoiced, the relevant Party shall pay the other Party any portion of the disputed amount that was withheld (together with any interest accrued pursuant to Clause 17 of Conditions of Contract (Section-III of the Bidding Document) within ten (10) Business Days following such agreement or determination. If it is agreed or determined that a disputed amount was incorrectly invoiced and paid by a Party, the receiving Party shall refund to the paying Party any portion the disputed and incorrectly invoiced amount (together with any interest accrued pursuant to Clause 17 of Conditions of Contract (Section-III of the Bidding Document)) that was previously paid within ten (10) Business Days following such agreement or determination.</p>
18.0	Indemnity	18.1 General Indemnities

		<p>The Contractor shall, on demand, defend, indemnify and hold harmless RNPL, and the Project Lender(s) in respect of:</p> <ul style="list-style-type: none"> (a) any claim, demand, cause of action, loss, expense or liability on account of: <ul style="list-style-type: none"> (i) injury (including, without limitation, disease) to or death of persons in the course of performance of Work, or (ii) damage to or loss of property, arising out of or caused by the Contractor in connection with the Services or otherwise in the course of performance of the Contractor's obligations, including, without limitation, any expenses and attorney's fees incurred by RNPL; (b) any claim, demand, cause of action, loss, expense or liability arising by reason of claims by any other person claiming by, through, under, or against RNPL, for the actual or asserted failure by the Contractor to make payment for any labour, services, materials, tools, supplies or taxes out of funds provided to the Contractor by or on behalf of RNPL for such payment; (c) Deleted (d) Deleted (e) Deleted (f) any other claim, demand, cause of action, loss or expense arising out of or in connection with the Services being provided by the Contractor under the Contract, for which RNPL may be held liable. <p>18.2 Claims Procedure</p> <p>18.2.1 In the event of any claim being made against RNPL arising out of the matters referred to in Clause 18.1 of Conditions of Contract (Section-III of the Bidding Document) and in respect of which it appears that the Contractor will be liable to indemnify RNPL under Clause 18.1 of Conditions of Contract (Section-III of the Bidding Document):</p> <ul style="list-style-type: none"> (a) the Contractor shall be promptly notified thereof and may, at its own expense, conduct all negotiations for the settlement of the same and any litigation that may arise in relation thereto, subject to compliance with the terms of the claims procedures under any applicable Insurance Policy; (b) notify RNPL of the appointment of a law firm as counsel by the Contractor; (c) RNPL shall at the request of the Contractor, afford all available assistance for any such purpose and shall be repaid all costs and expenses incurred in so doing; and (d) Where the claim is settled, RNPL shall assign to the Contractor, any surviving rights relevant to the claim it may have against any relevant party, as reasonably requested by the Contractor. <p>18.2.2 Notwithstanding the liability of the Contractor as prescribed herein above at clause 18.2.1 of Conditions of Contract (Section-III of the Bidding Document), the responsibility/ onus of the Contractor in respect of settlement of claims/ defence of proceedings shall not apply in matters that</p>
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		<p>may concern criminal prosecution against RNPL or its personnel, any admission of liability on behalf of RNPL, or any other matter that may adversely impact the reputation of RNPL. In all such cases, the Contractor shall be bound to extend necessary cooperation and support to RNPL, and RNPL shall (at its own cost) be entitled to participate in any proceedings relating to such claims or liabilities. No settlement of claims or representation in proceedings shall be undertaken without the consent of RNPL.</p> <p>18.3 Invocation of Performance Security</p> <p>This Clause 18.3 of Conditions of Contract (Section-III of the Bidding Document) underlines the general and specific circumstances under which RNPL shall have the right to invoke and encash the Performance Security furnished to it by the Contractor.</p> <p>18.3.1 General Events for Invocation</p> <p>The following general events shall cause an invocation of the Performance Bank Guarantee and/or the Performance Security by RNPL:</p> <ul style="list-style-type: none"> (a) Failure of the Contractor to meet any of its obligations under this Contract; (b) Failure of the Contractor to procure, renew and maintain necessary Approvals/ Consents and insurances; and (c) Breach of the representations and warranties provided by the Contractor. <p>18.3.2 Specific Events for Invocation</p> <p>The following specific events shall cause an invocation of the Performance Bank Guarantee and/or the Performance Security by RNPL:</p> <ul style="list-style-type: none"> (a) Any action initiated against RNPL by any Government Authority, on account of the failure of the Contractor to comply with the various Applicable Laws. (b) Failure of the Contractor to extend the validity of the Performance Security as per the provisions stipulated at clause 8.5.1 of the Instructions to Bidder (Section-II). (c) Failure or refusal of the Contractor to pay dues that may be owed to RNPL and/ or accept adjustments /discounts to the Contract Price payable, in terms of COC clauses 9 and/ or 27.10 herein.
19.0	Deleted	
20.0	Default, Suspension and Termination	<p>20.1 Contractor Event of Default</p> <p>Each of the following events, acts, occurrences or conditions shall constitute a "Contractor Event of Default":</p> <ul style="list-style-type: none"> 20.1.1 the Supplier fails to pay the Purchaser any undisputed amount when due and such failure continues for twenty (20) Business Days following the Purchaser's written notice to the Supplier of such default 20.1.2 the Supplier within any twelve (12)-month period during the Term, in each following case:

		<ul style="list-style-type: none"> (i) fails to supply three (3) or more Shipments as and when required by the terms of this Agreement, or (ii) supplies three (3) or more Shipments which do not comply with the Coal Condition Undertaking, whether or not the Purchaser has accepted any of the Shipments; or (iii) supplies three (3) or more Shipments which do not comply with the Coal Quality Specifications, whether or not the Purchaser has accepted any of the Shipments; (iv) fails to commence the Services for a continuous period of thirty (30) days from the Deemed Commencement Date; <p>20.1.3 the Supplier breaches or fails to perform any of its material covenants or obligations under this Agreement (other than any such breach referred to in and Clauses 20.1.1 and 20.1.2 or Clauses 20.1.4-20.1.6) of Conditions of Contract (Section-III of the Bidding Document) and such breach or failure is not remedied within sixty (60) days after written notice from the Purchaser to the Supplier stating that such breach or failure has occurred, identifying the breach or failure in question in reasonable detail and demanding the remedy thereof (the “Contractor Initial Cure Period”); provided, however, if (i) the Contractor Initial Cure Period is not reasonably sufficient to cure such breach or failure to perform, (ii) the Supplier shall have commenced to cure such failure within the Contractor Initial Cure Period and (iii) the Supplier shall continuously and diligently pursue the cure of such breach or failure, such breach or failure shall not constitute a Contractor Event of Default unless it is not remedied within one hundred twenty (120) days after the commencement of the Contractor Initial Cure Period;</p> <p>20.1.4 any representation or warranty made by the Supplier being false or misleading in any material respect and thereby having a material adverse effect on the Supplier’s ability to perform its obligations hereunder;</p> <p>20.1.5 the Supplier fails to comply with any decision or award of an arbitral tribunal or by an Expert within thirty (30) days of such decision or award becoming binding and due; or</p> <p>20.1.6 passing of a resolution for the bankruptcy, insolvency, winding up, liquidation of, or other similar proceeding relating to the Supplier, the appointment of a trustee, liquidator, custodian, provisional manager or similar Person in such a proceeding which appointment has not been set aside or stayed within one hundred eighty (180) days of such appointment; or the making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of the Supplier, which order has not been set aside or stayed withing one hundred eighty (180) days.</p> <p>20.2 Remedies Following a Contractor Event of Default</p> <p>20.2.1. Upon the occurrence of a Contractor Event of Default, the Purchaser may, in addition to exercising any other rights or remedies available to it under applicable laws, terminate this Agreement upon thirty (30) days’ prior written notice to the Supplier, which notice shall identify the</p>
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relevant **Contractor Event of Default**; provided that such termination may be made with immediate effect in the case of a **Contractor Event of Default** under Clauses 20.1.1, 20.1.5 and 20.1.6 of Conditions of Contract (Section-III of the Bidding Document); and, provided further, that during the period following the delivery of the notice from the Purchaser of the termination of this Agreement, the Supplier may continue to undertake efforts to cure the default, and if the **Contractor Event of Default** is cured or remedied within such thirty (30) day period (where such period is available), then the termination notice shall not be effective and the Purchaser shall have no right to terminate this Agreement in respect of such cured default.

20.2.2. For so long as a **Contractor Event of Default** is continuing, and pending the effectiveness of any termination of this Agreement pursuant to Clause 20.2 of Conditions of Contract (Section-III of the Bidding Document), the Purchaser may acquire coal from Persons other than the Supplier and may permanently or temporarily reduce the quantities of Coal the Purchaser is obliged to purchase under Subsection 4 and Clause 4.2 of Technical Specification (Section-IV of the Bidding Document) with no liability to the Supplier in respect of any such reductions.

20.2.3. Upon such termination of this Agreement by the Purchaser, the Supplier shall pay to the Purchaser the **Contractor Termination Amount** as full compensation to the Purchaser for the damages suffered by it as a consequence of the termination of this Agreement due to a Contractor Event of Default, in accordance with 20.8.3 of Conditions of Contract (Section-III of the Bidding Document).

20.3 RNPL Events of Default

Each of the following events shall constitute a “**Purchaser Event of Default**”:

20.3.1. the Purchaser fails to pay the Supplier any undisputed amount when due and such failure continues for sixty (60) Business Days following the Supplier's written notice to the Purchaser of such default;

20.3.2. the Purchaser fails to nominate three (3) or more Shipments as per Clause 5.4 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) within a **Delivery Year**, whether or not the Supplier has accepted such failures;

20.3.3. Purchaser breaches or fails to perform any of its material covenants or obligations under this Agreement (other than any breach referred to in Clause 20.3.1 & 20.3.2 or Clause 20.3.4-20.3.6 of Conditions of Contract (Section-III of the Bidding Document)) and such breach or failure is not remedied within sixty (60) days after written notice from the Supplier to the Purchaser stating that such a breach or failure has occurred, identifying the breach or failure in question in reasonable detail and demanding the remedy thereof (the “**Purchaser Initial Cure Period**”); provided, however, if (i) the **Purchaser Initial Cure Period** is not reasonably sufficient to cure such breach or failure to perform, (ii) the Purchaser shall have commenced to cure such failure within the **Purchaser Initial Cure Period** and (iii) the Purchaser shall continuously and diligently pursue the cure of such breach or failure, such breach or failure shall not constitute a **Purchaser Event of**

		<p>Default unless it is not remedied within one hundred twenty (120) days after the commencement of the Purchaser Initial Cure Period;</p> <p>20.3.4. any representation or warranty made by the Purchaser being false or misleading in any material respect and thereby having a material adverse effect on the Purchaser's ability to perform its obligations hereunder;</p> <p>20.3.5. the Purchaser fails to comply with any decision or award of an arbitral tribunal or by an Expert within thirty (30) days of such decision or award becoming binding and due; or</p> <p>20.3.6. the passing of a resolution for the bankruptcy, insolvency, winding up, liquidation of, or other similar proceeding relating to the Purchaser, the appointment of a trustee, liquidator, custodian, provisional manager or similar Person in such a proceeding which appointment has not been set aside or stayed within one hundred eighty (180) days of such appointment; or the making by a court having jurisdiction or an order winding up or otherwise confirming the bankruptcy or insolvency of the Purchaser, which order has not been set aside or stayed within one hundred eighty (180) days.</p> <p>20.4 Remedies Following a RNPL Event of Default</p> <p>20.4.1. Upon the occurrence of a Purchaser Event of Default, the Supplier may, in addition to exercising any other rights or remedies available to it under applicable laws, terminate this Agreement upon thirty (30) days prior written notice to the Purchaser, which notice shall identify the relevant Purchaser Event of Default; provided that such termination may be made with immediate effect in the case of a Purchaser Event of Default under Clause 20.3, 20.3.4, 20.3.5 and 20.3.6 of Conditions of Contract (Section-III of the Bidding Document) and, provided further, that during the period following the delivery of the notice from the Supplier of the termination of this Agreement, the Purchaser may continue to undertake efforts to cure the default, and if the Purchaser Event of Default is cured or remedied within such thirty (30) day period (where such period is available), then the termination notice shall not be effective and the Supplier shall have no right to terminate this Agreement in respect of such cured default.</p> <p>20.4.2. Upon such termination of this Agreement by the Supplier, the Purchaser shall pay to the Supplier the Purchaser Termination Amount as full compensation to the Supplier for the damages suffered by it as a consequence of the termination of this Agreement due to a Purchaser Event of Default, in accordance with Clause 20.8.3 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>20.5 Exclusion of Consequential Damages</p> <p>20.5.1. Subject to Clause 20.5.2 of Conditions of Contract (Section-III of the Bidding Document), each Party shall be liable to the other Party for all losses, damages, costs and expenses suffered or incurred by the other Party, due to the breach, default or non-performance by such Party of any one or more of its obligations under this Agreement; provided that where recovery of specified US Dollar amounts and/or items of cost and losses and percentage limitations thereon are expressly provided</p>
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herein as the compensation and remedy for a Party's failure to perform or non-performance or breach of its obligations hereunder or for termination of this Agreement, such specified US Dollar amounts and/or items of cost and losses expressly provided herein are intended to protect each Party's legitimate commercial interests and not to impose a penalty or unreasonable or unjustified burden on the paying Party and are agreed to be the sole and exclusive remedy for the failure on the part of a Party to perform or for the non-performance or breach of its obligations hereunder or for termination of this Agreement as provided herein, including the **Purchaser Termination Amount** and the **Contractor Termination Amount**, as the case may be.

20.5.2. Except as otherwise provided herein, neither the Supplier nor the Purchaser shall be liable for any:

- (a) special, incidental or consequential damages;
- (b) lost revenues, or profits (whether or not special, incidental or consequential in nature),

20.5.3. in the case of (a) and (b) arising out of or in connection with the performance or non-performance of this Agreement. This provision shall not limit the liabilities of either Party in respect of any indemnity obligation under this Agreement, the payment of any specified US Dollar amounts including under Clause 4.7.3 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document) or the **Contractor** or **Purchaser Termination Amount**.

20.6 Duty to Mitigate Losses

20.6.1. Each Party shall use all reasonable endeavours to mitigate its losses arising out of or in connection with an **Event of Default** by the other Party and/or termination of this Agreement by such Party

20.7 Rights Not Waived

The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement, or to take advantage of any of its rights under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights. No waiver of any right or benefit under this Agreement by a Party shall be valid unless made in writing and executed by a duly authorized representative of the Party having such right or benefit.

20.8 Termination

20.8.1. This Agreement shall expire on upon expiry of the Term, unless terminated earlier.

20.8.2. Notwithstanding the provision stipulated on Clause 20.6 of Conditions of Contract (Section-III of the Bidding Document), this Agreement may be terminated by any Party at any time before the expiry date as provided in Clause 20.2 or Clause 20.4 of Conditions of Contract (Section-III of the Bidding Document).

20.8.3. Upon such termination of this Agreement, (i) if the Party in default is the Supplier, the Supplier shall pay to the Purchaser the **Contractor Termination Amount** or (ii) if the Party in default is the Purchaser, the

		<p>Purchaser shall pay to the Supplier the Purchaser Termination Amount. In either case, such payment shall be made not later than thirty (30) days following the later of (a) the date on which this Agreement terminated or (b) the date on which any Dispute regarding the validity of such termination is finally resolved pursuant to Clause 26 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>20.8.4. The termination of the Agreement under and pursuant to this Clause 20 of Conditions of Contract (Section-III of the Bidding Document) from any cause shall not release any Party hereto from any liability which had arisen prior to and existed at the time of termination has already accrued to any Party hereto or from obligations and liabilities that, by their nature, should survive termination, including the obligations in Subsection 3 and in Clause 3.5.2 of Technical Specification (Section-IV of the Bidding Document) and Clause 5.11.5 of Subsection 5 Technical Specification (Section-IV of the Bidding Document).</p> <p>20.8.5. Upon termination of this Agreement pursuant to this Clause 20 of Conditions of Contract (Section-III of the Bidding Document), neither Party shall have any obligation to the other Party, except for the obligation to pay the Contractor Termination Amount or the Purchaser Termination Amount, as the case may be, and any other obligations that survive such termination as provided in Clause 20.8.4 of Conditions of Contract (Section-III of the Bidding Document) above. Except as otherwise specifically provided for herein, the only rights of the Parties to terminate this Agreement are as set out in this Clause 20 of Conditions of Contract (Section-III of the Bidding Document).</p>
21.0	Change of Control	<p>Notwithstanding anything contained in the Contract, if there is a change of control, either direct or indirect, of the Contractor, and RNPL, acting reasonably, is not satisfied as to the likely ability of the Contractor's ability to continue to perform the Contract and fulfill its obligations, RNPL will have the right to terminate the Agreement by giving written notice to the Contractor.</p> <p>For the purposes of the foregoing, a change in control, shall include (i) a change in the controlling shareholding (or like interest) and/ or (ii) the change in the person(s) that previously held the power to direct the management and policies of the Contractor (whether by contract, directorship or otherwise). A change that results in a modification from joint control to sole control and vice versa shall also be deemed to be a change in control.</p>

22.0	Force Majeure	<p>22.1. Events of Force Majeure</p> <p>An “Event of Force Majeure” shall mean all events and/or circumstances that prevent or delay the performance of a Party’s obligations hereunder that are beyond the reasonable control of the affected Party acting as a Reasonable and Prudent Operator if (and only if) and to the extent that</p> <ul style="list-style-type: none"> (a) such event and/or circumstance (or the effects thereof on the affected Party) is (are) not within the reasonable control, directly or indirectly, of the affected Party, (b) such event and/or circumstance (or the effects of which), despite the exercise of reasonable diligence and care, cannot be or be caused to be prevented, reduced, overcome, avoided or removed by such Party, (c) the Party affected has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effects of such event and/or circumstance on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof, (d) such event and/or circumstance is not the direct or indirect result of the affected Party’s negligence or the failure of the affected Party to perform any of its obligations under this Agreement, and (e) the affected Party has given the other Party prompt notice of the occurrence of such event and/or circumstance required under Clause 22.3 (a) of Conditions of Contract (Section-III of the Bidding Document), describing such event and/or circumstance in reasonable detail, the effect thereof on the affected Party and its obligations hereunder, and the actions being taken to ensure resumption of normal performance under this Agreement and the actions being taken by or on behalf of the affected Party to comply with this Clause 22 of Conditions of Contract (Section-III of the Bidding Document). <p>22.2. Instances of Force Majeure</p> <p>Subject to complying with the provisions of Clause 22 of Conditions of Contract (Section-III of the Bidding Document) Events of Force Majeure shall include, but shall not be limited to:</p> <ul style="list-style-type: none"> (a) acts of God, including fire, volcanic eruption, landslide, earthquakes, floods, lightning, typhoons, tsunamis, epidemics, plagues or other unusual natural calamities; (b) war or the public enemy whether declared or not, public disorders, civil disturbance, insurrection, rebellion, sabotage, riots, violent demonstrations, blockade, embargoes, revolution at the Seller’s mining site(s), piracy, expropriation, requisition, confiscation, nationalization, quarantine, export or import restriction or other restrictions, rationing or allocations imposed by any Government Instrumentality; (c) explosion; (d) strikes or lockouts or other collective or industrial action by a Party’s employees;
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		<p>(e) accidents to harbors, docks, canals or other assistance to or adjuncts of shipping or navigation whether river or otherwise, epidemic or quarantine;</p> <p>(f) radioactive contamination or ionizing radiation;</p> <p>(g) any action or failure to act without justifiable cause or without sufficient advance notice by any Government Instrumentality of the Country of Origin and/or Bangladesh; or</p> <p>(h) a Change in Legal Requirement (excluding those addressed in Clause 11.4 of Conditions of Contract (Section-III of the Bidding Document));</p> <p>22.3. Notice Requirements</p> <p>A Party affected by an Event of Force Majeure shall:</p> <p>(a) promptly notify the other Party in writing of the details of the Event of Force Majeure, including but not limited to reasonable projections of the time and extent to which the Event of Force Majeure is expected to prevent or limit the Party's performance of its obligations under this Agreement;</p> <p>(b) at the request of the other Party, provide the other Party with reasonable proof the time and extent to which the Event of Force Majeure will prevent or limit the Party's ability to perform its obligations under this Agreement; and</p> <p>(c) promptly notify the other Party in writing when the Event of Force Majeure no longer prevents or limits the Party's ability to perform its obligations under this Agreement.</p> <p>"Promptly" here shall be construed as within two (2) Business Days after the occurrence of an Event of Force Majeure.</p> <p>22.4. Obligation to Mitigate</p> <p>A Party affected by an Event of Force Majeure shall:</p> <p>(a) use all reasonable efforts, acting as a reasonable and Prudent Operator, to mitigate the effects of the Event of Force Majeure and resume normal performance of its obligations in accordance with the terms of this Agreement; and</p> <p>(b) continue to perform its obligations under this Agreement to the extent that the Event of Force Majeure does not prevent or limit such performance.</p> <p>22.5. Consequences of an Event of Force Majeure</p> <p>22.5.1 Subject to its compliance with Clauses 22.3 and 22.4 of Conditions of Contract (Section-III of the Bidding Document), and except as provided in Clause 22.6 of Conditions of Contract (Section-III of the Bidding Document), a Party affected by an Event of Force Majeure shall not be liable to the other Party for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by an Event of Force Majeure.</p> <p>22.5.2 The Buyer shall have the right to purchase coal from another source during the period of any Event of Force Majeure declared by the Seller, and the Seller shall have the right to sell to other Persons Coal otherwise allocated</p>
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		<p>for sale to the Buyer during the period of an Event of Force Majeure declared by the Buyer.</p> <p>22.5.3 If an Event of Force Majeure prevents or limits the ability of the Seller to supply Coal in accordance with the Buyer's requirements under this Agreement:</p> <ul style="list-style-type: none"> (a) the quantity of Coal that the Buyer is required to purchase under Subsection 4 or Clause 4.2 of Technical Specification (Section-IV of the Bidding Document), as applicable during the period of the Event of Force Majeure, shall be reduced by any quantity of Coal that the Seller is unable to deliver due to the Event of Force Majeure; (b) the Seller shall allocate deliveries of Coal among the Buyer and the Seller's other customers under existing contracts in a fair and reasonable manner, in full Shipments and, to the greatest extent possible, on a proportionate basis; and (c) without prejudice to the generality of Clause 20.4 of Conditions of Contract (Section-III of the Bidding Document), the Seller shall comply with the requirements of Clause 4.6.1 of Subsection 4 Technical Specification (Section-IV of the Bidding Document) and to the extent the Seller cannot remedy a supply shortfall by supplying Substitute Coal on terms to be agreed under Clause 3.4 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document) or pursuant to a Supply Shortfall Remedial Plan approved by the Buyer pursuant to Clause 4.6.2 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document), assist the Buyer in obtaining coal that meets the Coal Quality Specification from alternative sources that are acceptable to the Buyer. <p>22.5.4 Either Party shall be entitled to terminate this Agreement on not less than thirty (30) days' prior notice to the other Party if an Event of Force Majeure has prevented or can reasonably be expected to continue to prevent the other Party from performing its obligations under this Agreement to a material degree for a period which is more than ninety (90) days. Such termination shall not excuse either Party from performing all obligations which have become due under this Agreement (and which were not excused by reason of an Event of Force Majeure) before the date of termination. As used in this Clause 20.5.4 of Conditions of Contract (Section-III of the Bidding Document), "material" shall be the supply of fifty percent (50%) of, or the procurement of, fifty percent (50%) of the Annual Delivery Quantity.</p> <p>22.6. Obligations Not Excused or Suspended</p> <p>No obligation of a Party to pay any amount when due under this Agreement shall be excused or suspended due to an Event of Force Majeure.</p>
23.0	Limitation of Liability	<p>23.1 The liability of a Party in respect of any claim arising out of or relating to the failure by the other Party to fulfill any of its obligations hereunder shall be limited in any event to liability for loss or damage suffered by the Party aggrieved, provided that an indirect loss of profit, or anticipated profit, and/ or</p>

		<p>any other indirect or consequential loss or damage (other than payment of the Contract Price) shall be excluded from such liability.</p> <p>23.2 With respect to any liability that may be incurred in terms of clause 23.1 of Conditions of Contract (Section-III of the Bidding Document) above, the Parties agree that there shall be no cap or ceiling on the extent of the claim of the monetary liability that may accrue to the Party that is responsible for the failure.</p> <p>23.3 The Contractor agrees that the terms of this clause shall not apply in respect of events, including in respect of which this Conditions of Contract stipulate pre-agreed adjustments/ discounts being effected in payable Contract Price (by RNPL), or claiming other dues, including towards indemnification, and/ or damages (as a remedy available under law or in equity), and with respect to liabilities of the defaulting Party arising in the event of breach of confidentiality claims, breach of statutory duty, breach of intellectual property obligations, etc.</p>
24.0	Confidentiality	<p>24.1. Definition of Confidential Information</p> <p>For the purposes of this Clause 24 of Conditions of Contract (Section-III of the Bidding Document), “Confidential Information” means:</p> <ul style="list-style-type: none"> (a) the existence and terms of this Agreement, and (b) all documents or information in any form that are provided by the Supplier to the Purchaser or the Purchaser to the Supplier in the performance of this Agreement, whether or not such documents or information (i) are provided before or after the date this Agreement becomes effective, or (ii) have expressly been designated as confidential. <p>24.2. Obligation to Maintain Confidentiality</p> <p>Subject to Clause 24.3 of Conditions of Contract (Section-III of the Bidding Document) no Party shall:</p> <ul style="list-style-type: none"> (a) disclose any Confidential Information received by it under Clause 24 of Conditions of Contract (Section-III of the Bidding Document); or (b) use Confidential Information for any purpose other than in connection with its rights and interests or the performance of its obligations under this Agreement. <p>24.3. Permitted Disclosures</p> <p>Notwithstanding Clause 24.2 of Conditions of Contract (Section-III of the Bidding Document), a Party may disclose Confidential Information:</p> <ul style="list-style-type: none"> (a) to its directors, employees and professional advisors and/or to its Affiliates and/or their respective directors, employees and professional advisors relating to this Agreement and on a need-to-know basis, provided that the Party has procured that any such Person receiving the Confidential Information has been made aware of and agrees or is otherwise obligated to comply with the Party’s confidentiality obligations under this Clause 24 of Conditions of Contract (Section-III of the Bidding Document); (b) to the extent required to be disclosed by any Legal Requirement, provided the Party shall use reasonable efforts to notify the other Parties of any such requirement in advance of complying with it; (c) if the Confidential Information has been generated by the Party from documents or information that have not been received from the other Party and do not reflect the terms of this Agreement;

		<p>(d) to prospective and actual Financing Parties and their advisors, provided they agree to be bound by the confidentiality provisions of this Agreement; or</p> <p>(e) in any proceedings under Clauses 26.2 or 26.3 of Conditions of Contract (Section-III of the Bidding Document), provided the participants have been</p>
25.0	Law and Jurisdiction	<p>25.1 This contract and any matters arising among the Parties with respect to or related thereto and non-contractual obligations and liabilities arising out of or in connection with it or its subject matter shall be governed by, and be construed and interpreted in accordance with, the laws of England and Wales.</p>
26.0	Dispute and Arbitration	<p>26.1 Mutual Discussions</p> <p>Except as otherwise provided in this Agreement, if any dispute or difference of any kind whatsoever, including the existence, validity, termination or breach hereof, (a "Dispute") shall arise between the Buyer, on the one hand, and the Seller, on the other hand, in connection with, or arising out of, or relating to this Agreement, the Dispute shall be notified in writing ("Notice of Dispute") by one Party to the other Party and thereafter promptly referred to the chief executive officers of the Buyer and the Seller. The chief executive officers of the Buyer and the Seller shall attempt in good faith, for a period of thirty (30) days after either the Buyer or the Seller receives the Notice of Dispute from the other Party, to settle such Dispute.</p> <p>26.2 Arbitration</p> <p>26.2.1. If the Parties have been unable to resolve any Dispute within a period of thirty (30) days pursuant to Clause 26 of Conditions of Contract (Section-III of the Bidding Document), then the Dispute (other than a Technical Dispute) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC (the "Rules"), which Rules are deemed to be incorporated by reference into this Clause 26 of Conditions of Contract (Section-III of the Bidding Document) and as may be amended by this Clause.</p> <p>26.2.2. The number of arbitrators shall be three (3) and shall be appointed in accordance with the Rules. No arbitrator shall be a national of the Country of Origin or Buyer's country of domicile, and no arbitrator shall be a present or former employee, consultant or agent of either Party or an Affiliate of either Party and shall not be a person who may have an interest in the outcome of the Dispute.</p>

- 26.2.3. The language of the arbitration shall be English. The seat of arbitration shall be Singapore. The governing law of the arbitration agreement, if any, in this Clause 26.2 of Conditions of Contract (Section-III of the Bidding Document) shall be Singapore law.
- 26.2.4. The Parties agree that the International Bar Association Rules of Evidence in effect on the date of the commencement of the arbitration shall apply.
- 26.2.5. Any monetary award shall be rendered in Dollars. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction over any Party concerned. The Parties waive any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver can validly be made. The Parties waive any right to punitive or other exemplary damages that may be allowed by common law or applicable statute. The parties shall not be deemed, however, to have waived any right to challenge any award on the ground that the tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the tribunal, the proceedings or the award to the extent allowed by the law of the seat of arbitration.
- 26.2.6. The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties and the Parties agree to implement the award without delay.

26.3 Resolution of Technical Disputes by Expert

26.3.1. If a **Dispute** relates exclusively to:

- (a) the sufficiency or accuracy of information provided by the Seller to the Buyer under Clause 3.7 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document);
- (b) the procedures or results of sampling, testing or analysis of Coal by the Loading Port Laboratory or an Alternative Laboratory under of Subsection 10 of Technical Specification (Section-IV of the Bidding Document);
- (c) the results of the **Draft Surveys** at the **Loading Port**;
- (d) the calculation of **Demurrage** or **Despatch**; or
- (e) the determination of a **New Pricing Index** or **Changed Formulas** under Clause 11.3 of Conditions of Contract (Section-III of the Bidding Document),

(each a "**Technical Dispute**"), and the Seller and the Buyer have been unable to resolve the **Technical Dispute** within a period of thirty (30) days pursuant to Clause 15 of Conditions of Contract (Section-III of the Bidding Document) or such other time period as prescribed for discussions between the Parties, the **Technical Dispute** shall finally be settled by a person with expertise in the relevant area(s) to which the **Dispute** relates, selected in accordance with Clause 15.3.2 of Conditions of Contract (Section-III of the Bidding Document) (the "**Expert**") pursuant to this Clause 15.3 of Conditions of Contract (Section-III of the Bidding Document) upon the written request of either the Seller or the Buyer. The **Expert** shall not be deemed to be acting as an arbitrator, and its decision shall not purport to interpret or determine the legal rights and obligations of the Parties under this Agreement.

26.3.2. Within fourteen (14) days following any such written request, the Seller and the Buyer shall agree on the selection of the **Expert**. The **Expert** shall be

		<p>independent, shall have substantial experience in the coal industry, transport of coal by sea, and/or other technical fields relevant to the Technical Dispute, and shall not be a present or former employee of any Party or their Affiliates or any person that may have an interest in the outcome of the Technical Dispute. If the Parties are unable to agree on the appointment of an Expert within that time, then either the Seller or the Buyer may request the International Chamber of Commerce's International Centre for Expertise to appoint a suitably qualified individual to act as the Expert. The fees of the Expert and the costs of proceedings undertaken by the Expert to resolve the Technical Dispute shall be shared by the Seller and the Buyer equally.</p> <p>26.3.2. The Expert shall be instructed to decide the Technical Dispute within sixty (60) days (or such longer or shorter period as the Seller and the Buyer agree is appropriate under the circumstances) based on all information, data, further testing or other considerations the Expert considers relevant. Each Party undertakes to provide the Expert with prompt cooperation and make available to the Expert all information, data, and test results that may be requested by the Expert as necessary or useful to the resolution of the Technical Dispute. Unless otherwise agreed by the Parties, any meetings or proceedings conducted by the Expert shall be conducted in Hong Kong in the English language.</p> <p>26.3.3. The Expert shall render its decision in writing, with a written explanation of the basis of the decision. The decision of the Expert shall be final and binding upon the Parties, save in the event of fraud or manifest error, and the Parties agree to implement the Expert's decision without delay.</p> <p>26.4. Obligation to Continue Performance</p> <p>Without prejudice to the other provisions of this Agreement, the Parties shall continue to perform all of their respective obligations under this Agreement notwithstanding the existence or status of any Dispute that may have arisen between them, and neither Party shall be entitled to suspend its performance of this Agreement by reason only of the existence of such a Dispute or the reference of any matter or Dispute to an arbitral tribunal or to the Expert.</p> <p>26.5. Survival</p> <p>The provisions of this Clause 26 of Conditions of Contract (Section-III of the Bidding Document) shall survive the termination of this Agreement, howsoever caused.</p>
27.0	Other Provisions	<p>27.1 Amendments</p> <p>All additions, modifications, amendments or variations to the Contract shall be binding only if made in writing and signed by duly authorised representatives of each of the Parties.</p> <p>27.2 Costs</p> <p>Unless otherwise stated herein, each Party shall bear its own costs and expenses incurred in the preparation, negotiation and production of the Contract, including legal, fiscal, financial and engineering consultancy costs, and with respect to stamping and registration requirements.</p>

27.3 Notices

- (a) All notices given by either Party to the other under the Contract shall be in writing and shall unless specifically provided for in the Contract to the contrary, be sent to the address of the other Party as set out below:

To

RNPL:

Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh.

Web: www.rnpl.com.bd

Attention: Company Secretary, RNPL

To the Contractor:

- (b) A notice may be sent by post, facsimile, e-mail or delivered by hand;
- (c) Any notice given shall be deemed to have been received by the other Party:
- (i) if posted by DHL, UPS, FEDEX, TNT or any other similar international courier service, on the seventh day after posting,
 - (ii) if sent by facsimile or e-mail, at the time and day of transmission, and
 - (iii) if delivered by hand, on the day of delivery, and in each case posting, transmission or delivery shall be proof of service. Provided, however, where notice, advice and/or request are expressly required to be rendered in terms of the clause(s) of this Contract, they shall be deemed to have been properly given when received.
- (d) The address, facsimile number and e-mail of the Parties may be changed from time to time, and such changes shall be notified in writing by the Party concerned.

27.4 Deleted

27.5 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights, other than that expressly stipulated in this Contract.

		<p>27.6 Third Party Rights</p> <p>The Parties to this Contract do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act, 1999, by any person not party to it.</p> <p>27.7 Entire Agreement</p> <p>27.7.1 This Contract and the Schedules thereto, along with the Bidding Documents, constitute the entire Contract between the Contractor and RNPL, and shall supersede and extinguish all prior agreements and practices that may be existing between the Parties prior thereto, whether in oral or in written form.</p> <p>27.7.2 Notwithstanding anything stated above in clause 27.7.1 of Conditions of Contract (Section-III of the Bidding Document) above, the Parties hereby agree that any pre-contractual statements, warranties, representations and undertakings provided by the Contractor during the bidding process or thereafter during negotiations with RNPL, shall not be extinguished by virtue of the above clause 27.7.1 of Conditions of Contract (Section-III of the Bidding Document).</p> <p>27.8 Waiver and Remedies</p> <p>Any failure of either Party to assert or insist upon the strict performance of any of the provisions of this Contract or to exercise its rights, titles and privileges in the whole or part shall not be considered as a waiver of any such provisions or such rights, titles, and privileges. Any remedy available hereunder shall be cumulative and shall be in addition to every other remedy available hereunder, at law or in equity.</p> <p>27.9 Good Faith Actions</p> <p>The Parties hereto agree that in the course of the performance of their obligations in terms of the Contract, including any act or omission in terms thereof, and in the exercise of any discretion that may have been expressly vested in either Party pursuant to the terms herein contained, the Party undertaking an act, or an omission, or while exerting such discretion, shall always act with rationality, prudence and in good faith, and not in a capricious, arbitrary or irrational manner.</p> <p>The Parties agree that the exercise and enforcement of their rights under this Contract shall at all times remain subject to the foregoing.</p> <p>27.10 Price Adjustments due to delay / shortfall in Supply</p>
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		<p>27.10.1 The Contractor shall ensure the delivery of the Coal at the CLP as per the yearly/quarterly/monthly quantity schedule given by RNPL in terms of the provisions of Clause 10 of Conditions of Contract (Section-III of the Bidding Document) herein</p> <p>27.10.2 In case of any delay and/or failure to meet the stipulation contained in clause 27.10.1 of Conditions of Contract (Section-III of the Bidding Document) above, other than those caused on account of an Event of Force Majeure and/or due to reasons attributable to RNPL, Subsection 4 and 5 of Technical Specification (Section-IV of the Bidding Document) will be applicable.</p>
28.0	Trade and Economic Compliance	<p>28.1 Each Party warrants, represents and undertakes that:</p> <p>(a) neither that Party nor any person or entity or body on whose behalf or under whose direction that Party acts or assists, or who directly or indirectly owns or controls that Party; nor any person or entity or body who that Party may nominate to facilitate any aspect of this transaction, are or will be a person or entity designated pursuant to any national, international or supranational law or regulation imposing trade and economic sanctions, prohibitions or restrictions (a "Sanctioned Entity"); and</p> <p>(b) entry into and performance of this Contract is not and will not be prohibited or restricted by, and will not expose the other Party, its managed Vessel(s), assets, business, or its employees/ personnel/ agents to sanctions, prohibitions or restrictions under any national, international or supranational law or regulation imposing trade or economic sanctions, prohibitions or restrictions (a "Sanctioned Transaction").</p> <p>28.2 Each Party shall comply with all applicable national, international and supranational laws and regulations in the performance of the Contract and shall not use the sums/ goods received under the Contract for any Sanctioned Transaction. The relevant Party shall notify the other Party immediately if it, or any person, entity or body on whose behalf or under whose direction it acts, or who it assists, or who owns or controls that Party, becomes a Sanctioned Entity or if the purchase of goods or services under the Contract becomes a Sanctioned Transaction, and will provide on demand any information the other Party may request.</p> <p>28.3 In the event of any actual breach of the provisions of this Clause 28 of Conditions of Contract (Section-III of the Bidding Document) the Party not in breach may terminate the Contract by written notice to the Party in breach, and shall have no further liability to the Party in breach.</p> <p>28.4 The Party in breach of the provisions of this Clause 28 of Conditions of Contract (Section-III of the Bidding Document) shall indemnify the other Party, its manager and employees on demand against any and all claims, losses, liabilities, damage, costs and fines whatsoever and howsoever arising, directly or indirectly, as a result of any breach of warranty or undertaking or any misrepresentation by the Party in breach under this clause, whether or not the other Party terminates the Contract.</p> <p>28.5 No act or omission of a Party shall at any time constitute a waiver of this provision.</p>

29.0	Anti-bribery and Corruption	<p>29.1 The Parties agree that in connection with the performance of the Contract, they shall each:</p> <p>(a) comply at all times with all applicable anti-corruption legislations and have procedures in place that are designed to prevent the commission of any offense under such legislations, by it or its employees/ personnel/ contractors; and</p> <p>(b) keep and maintain books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions relating to the Contract.</p> <p>29.2 Each Party represents and warrants that in connection with the negotiation of the Contract, it has not committed any breach of applicable anti-corruption legislation.</p> <p>29.3 If either Party fails to comply with any applicable anti-corruption legislations, it shall defend and indemnify the other Party against any fine, penalty, liability, loss or damage and for any related costs suffered by such Party (including court costs and legal fees), arising from such breach/ non-compliance with applicable anti-corruption legislations.</p>
30.0	Government Approvals and Taxes & Duties	<p>30.1 To fulfill the respective obligations under the Contract, the Parties shall obtain all necessary approvals from relevant Government Authorities and other authorities, as may be necessary.</p> <p>30.2 The Contractor shall be responsible for any export tax, fee and other charges of any nature in the country of origin which currently exists or may be imposed during the Term of the Contract.</p>
31.0	Corrupt, Fraudulent, Collusive or Coercive Practices	<p>Along with the clauses of ITB 2.16 the following has to be complied:</p> <p>31.1 If corrupt, fraudulent, collusive or coercive practices of any kind are determined by the Purchaser against the Supplier alleged to have carried out such practices, the Purchaser shall proceed as per the related provision.</p> <p>31.2 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.</p>
32.0	Litigation History	<p>The maximum number of arbitration awards against the Tenderer over a period of last Five (05) years shall be provided in a separate sheet along with the proposal.</p>

SECTION-IV

TECHNICAL SPECIFICATION

BIDDING DOCUMENT No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26

Date: 02.01.2026;

TECHNICAL SPECIFICATION

And

PRICING METHOD

This section provides all the requirements and technical information and Pricing Method needed for the Bidders to fill out their Proposal.

TABLE OF CONTENT

1. GENERAL INFORMATION.....	88
2. TERMS OF CONTRACT	90
3. COAL QUALITY AND SOURCE	90
4. QUANTITY	92
5. DELIVERY AND SHIPMENT	94
6. MINIMUM TECHNICAL REQUIREMENTS	101
7. PRICING METHODOLOGY AND REFERENCE INDICES:	101
8. BASE PARAMETERS FOR PRICE BASIS:	102
9. QUANTITY DETERMINATION	102
10. QUALITY INSPECTION.....	103
11. STANDARDS FOR QUANTITY AND QUALITY DETERMINATION.....	105
12. REJECTION	106
13. CONTRACTOR'S COAL QUALITY WARRANTY	107
14. Delete	107
15. ADJUSTMENT ON QUALITY VARIATIONS.....	107
16. RECONCILIATION	108

ATTACHMENTS:

Attachments to be considered for information only:

Attachment 4-1.	Deleted
Attachment 4-2.	Deleted
Attachment 4-3.	Deleted
Attachment 4-4.	COAL QUALITY SPECIFICATIONS
Attachment 4-5.	SAMPLE CALCULATIONS FOR PRICE ADJUSTMENTS FOR COAL QUALITY VARIATIONS PROFORMA OF CERTIFICATE OF SAMPLING AND ANALYSIS
Attachment 4-6.	SAMPLE CALCULATION FOR INVOICE VALUE OF COAL DURING SUPPLY
Attachment 4-7.	FORM OF CERTIFICATE ANALYSIS
Attachment 4-8.	FORM OF FULL CERTIFICATE OF ANALYSIS
Attachment 4-9.	FORM OF BENEFICIARY CERTIFICATE, INVOICE AND DEBIT & CREDIT NOTE
Attachment 4-10.	FORM OF BILL OF LADING
Attachment 4-11.	FORM OF CERTIFICATE OF ORIGIN
Attachment 4-12.	FORM OF CERTIFICATE OF HOLDS CLEANLINESS
Attachment 4-13.	FORM OF CERTIFICATE OF WEIGHT
Attachment 4-14.	MINING RIGHTS AUTHORIZATIONS
Attachment 4-15.	FORM OF DEED OF NOVATION
Attachment 4-16.	ADJUSTMENT DUE TO COST OF TRANSPORTATION TO PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL POWER PLANT
Attachment 4-17.	LOADING PORT RESTRICTIONS

TECHNICAL SPECIFICATION

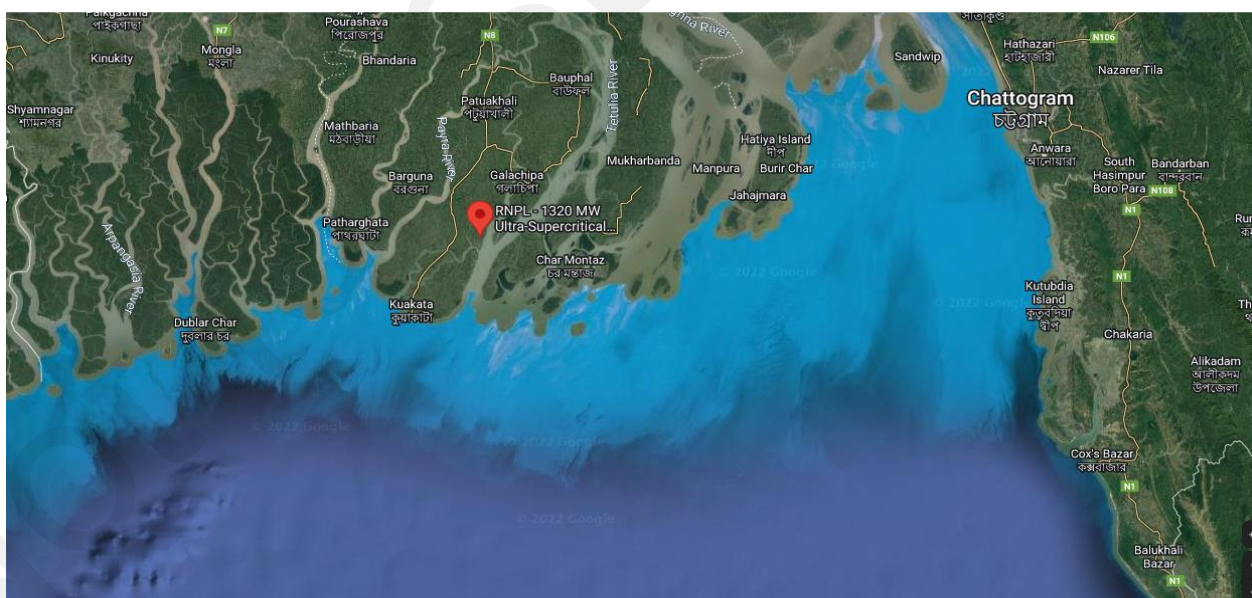
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PRICING METHOD

1. GENERAL INFORMATION

Bangladesh's state-owned company Rural Power Company Limited (RPCL) and China's state owned NORINCO International Cooperation Ltd. JV company formed on 50:50 partnership basis with RPCL-NORINCO INTL POWER LIMITED (RNPL) which has constructed the **PATUAKHALI 1320 (2x60)0 MW COAL FIRED THERMAL POWER PLANT** (the Facility). Additional information about RNPL and the facility, i.e. Patuakhali 1320 (2x660) MW CFTPP ("**Facility**"), is available on the website www.rnpl.com.bd.

- a) Prospective Bidders may visit the website and get detailed information about the company and the Facility.
- b) It is located in the Patuakhali County of the Barisal District in the southern city of Bangladesh, on the west bank of the Rabnabad Channel. It is about 8km away from Kalapara Upazila Township in the southwest, and about 77km and 38km away from Barisal City and Patuakhali County in the north. The proposed supporting jetty project of the power plant is located approximately 7km east of Kalapara Town in Patuakhali District, Bangladesh, the west side of the Rabnabad Channel. The Geographic coordinates of the jetty are 22°0.107'N, 90°18.957'E. The jetty is 340m long and 28m wide and is connected to the T0 transfer station for belt conveyor in land area behind by a trestle and causeway. The Coal shall be sourced by the Contractor from Indonesia/ Australia/ South Africa/ other coal sourcing countries.



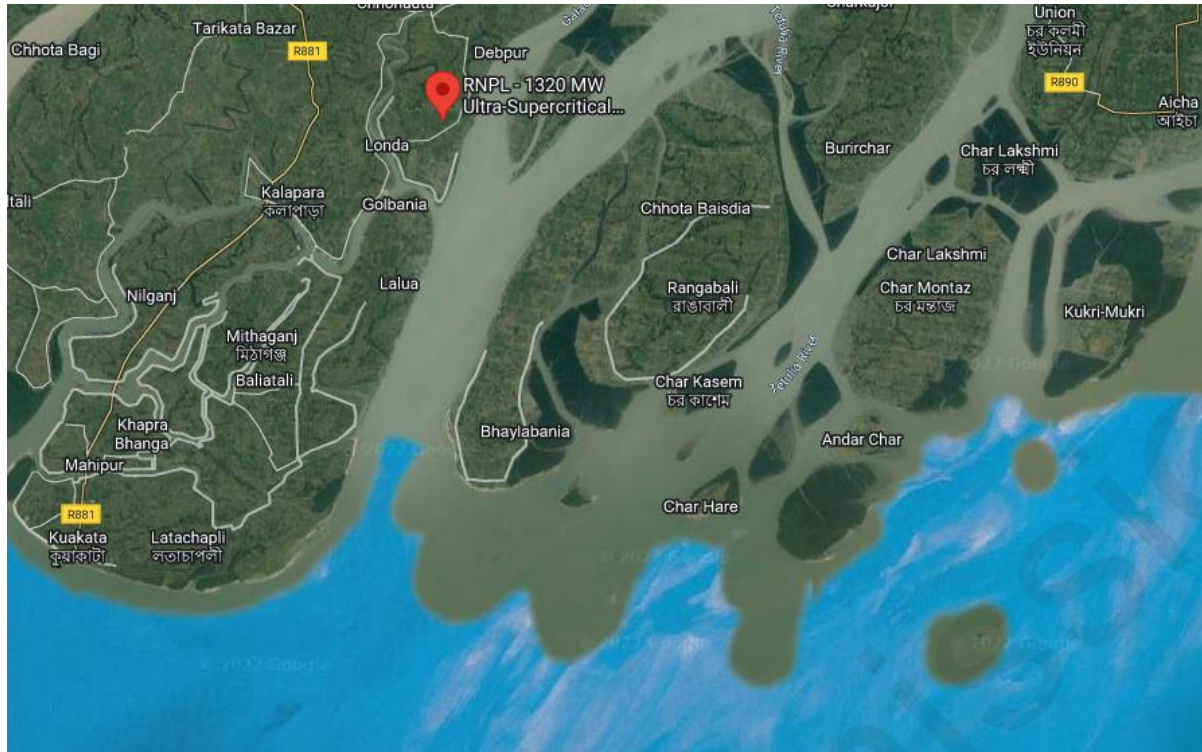


Figure: Location of Patuakhali 1320 (2x660) MW Coal Based Thermal Power Plant Project

Bidder shall perform all the investigations and due diligence that would include the following, as a minimum:

- a) Inform itself of all the rules and regulations, including export legislations, maritime practices, taxes, duties & levies, applicable charges, etc. in the coal-source country.

1.1 Detailed Scope of Work

Bidders shall declare the designated coal mine(s) from where they are intending to supply coal, as per the specifications set out in the Bidding Documents. The Contractor shall supply Coal from the designated mine(s) to be approved by RNPL, considering the parameters/ conditions stipulated in the Bidding Documents, for Patuakhali 1320 (2x660) MW Coal Power Plant on FOB basis (Free on Board) if awarded.

The work scope encompasses the full responsibility including but not limited to mining or sourcing coal, transporting coal from mine up to loading port, maintaining stockpile of coal, managing berthing for the vessel nominated by RNPL, engaging independent surveyor for excluding contaminants from the coal prior to loading, loading into vessel nominated by RNPL, quantity and quality determination through independent party and trimming the vessel, obtain and maintain all required Consents (including Mining Rights Authorizations and Export Permits) throughout the term of the contract. Contractor will be responsible to provide all kinds of loading facilities at the loading port.

The successful bidder shall be responsible for all costs and expenses (including paying all Government royalties, taxes, and duties imposed by the Country of Origin of coal) for completion of the work scope.

The contractor shall indemnify and hold RNPL harmless from and against all costs, liabilities, losses, expenses, claims, demands or proceedings associated with any damage to any vessel or the property of RNPL or any other person, any damage to the environment, or any personal injury where such damage or personal injury is caused by the contractor or any of its employees, contractors or agents in the performance by the contractor of its obligations under this contract.

The detailed Scope of Work is provided throughout this section of the Bidding Document. Bidder shall consider the Bidding Document in its entirety for complete understanding and interpretation of the Scope of Work and Services and shall submit a Proposal that meets the complete requirement of the Bidding Document towards ensuring smooth and trouble-free operation of all activities in supply chain.

Following are the Coal quantities, year-wise defined, for the purpose of bidding. Actual Annual/ yearly coal quantity will be demanded at RNPL's option within the defined limits

Sl. No.	Year	Quantity (MMT)
1.	1	1.5

The annual quantity as well as the total contracted quantity for the Term mentioned above may vary within a range of $\pm 25\%$.

RNPL and the Contractor shall set the delivery schedule, as described in Subsection 4 of this section.

2. TERMS OF CONTRACT

Term of the contract shall be as specified in Clause 5.2 of Conditions of Contract (Section-III of the Bidding Document)

3. COAL QUALITY AND SOURCE

3.1. Coal Quality Specifications

All Coal, when delivered by the Seller to the Buyer under this Agreement, shall (a) be of substantially uniform quality throughout and suited for bulk sea transport, (b) comply with the **Coal Condition Undertaking** in Clause 3.2 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document), and (c) comply with the **Coal Quality Specifications** provided in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document).

3.2. Non-Contamination

The Seller shall inspect and remove any **Contaminants** such as bone, shale, rock, dirt, clay, wood, rocks, plant matter, garbage, iron or steel, nonferrous materials, blast materials, salt, petroleum coke, pitch, pitch coke, tar sludge and or other extraneous material prior to loading of the coal at the Loading Port.

The Seller shall, at its own cost, task the **Independent Surveyor** at the Loading Port to exclude **Contaminants** (if any) from the Coal prior to loading of the coal at the Loading Port.

The Seller undertakes to the Buyer that all Coal, on delivery by the Seller to the Buyer, shall be substantially free of **Contaminants** (the "**Coal Condition Undertaking**").

3.3. Source of Coal

3.3.1. Without prejudice to Clauses 3.1 and 3.2 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document), and unless otherwise agreed in writing by the Buyer pursuant to Clause 3.4 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document), all Coal supplied by the Seller to the Buyer under this Agreement shall have been produced from the **Mine** covered by the **Mining Rights Authorizations** only. Mixing Coal from different mines is strictly forbidden.

3.3.2. The Seller shall provide a **Certificate of Origin** to the Buyer in respect of each Shipment under this Agreement.

- 3.3.3. The Seller, together with the Mines, shall maintain throughout the **Term** all legal rights granted under the **Mining Rights Authorizations** or otherwise necessary to produce, transport, and sell Coal to the Buyer for export in accordance with the terms of this Agreement and in compliance with all applicable Legal Requirements.

3.4. Substitute Coal

- 3.4.1. In case the Seller intends to substitute a coal from a source other than that identified in Clause 3.3.1 ("Substitute Coal") of Subsection 3 of Technical Specification (Section-IV of the Bidding Document), it shall obtain the Buyer's prior written consent, which consent shall not be unreasonably withheld, provided that the following conditions shall be satisfied:

- (a) the **Substitute Coal** is within the minimum and maximum ranges or other tested value stated in the **Coal Quality Specifications**;
- (b) the **Delivered Price** of the Substitute Coal shall be determined as provided in Subsection 7 of Technical Specification (Section-IV of the Bidding Document), except to the extent such **Substitute Coal** is being supplied by the Seller to mitigate an **Event of Force Majeure** affecting the Seller on other terms agreed by the Parties;
- (c) the Seller shall be responsible for any transportation costs for Substitute Coal that exceed the costs of transporting Coal from the Loading Port to the **Discharge Port**, except to the extent such **Substitute Coal** is being supplied by the Seller to mitigate an **Event of Force Majeure** on other terms agreed by the Parties; and
- (d) the Seller's written request shall set forth in detail:
 - (i) the reason(s) for the proposed substitution;
 - (ii) the duration, Shipments, or quantity covered by the proposed substitution; and
 - (iii) without prejudice to the requirements of Clause 3.4.1 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document), the specifications of the proposed Substitute Coal in respect of all of the quality parameters set out in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document).

- 3.4.2. If the Buyer approves any such request in writing, such **Substitute Coal** shall be treated as "Coal" for all other purposes and subject to all other terms and conditions of this Agreement.

3.5. Title

- 3.5.1. At the time of delivery at the **Loading Port**, the Seller shall have good title to all Coal delivered to the Buyer under this Agreement.
- 3.5.2. All Coal delivered shall be free and clear of all liens, charges, mortgages, pledges, security interests, claims for Taxes or royalties or other such encumbrances, claims or any other rights of Third Parties competing with those of the Buyer. The Seller shall indemnify and hold the Buyer harmless from and against any such liens, charges, mortgages, pledges, security interests, claims for Taxes or royalties or other such encumbrances, claims or rights of Third Parties against any Coal supplied to the Buyer under this Agreement.

3.6. Maintenance of Reserves

- 3.6.1. On behalf of the Mines, the Seller undertakes that throughout the Term:
- 3.5 the Mines shall, consistent with good mining practice maintain that quantity of Coal in **Marketable Coal Reserves** (includes Proved and Probable Coal Reserves) in the area covered by its **Mining**

Rights Authorizations as may be required (after taking into consideration all of the Seller's obligations to other buyers) for full performance of the Seller's obligations.

4. QUANTITY

4.1.

The Seller shall supply 1.5 million \pm 25% MT coal as per RNPL's requirement following the provisions of the Conditions of Contract and Technical Specifications.

4.2. Delivery Year

- 4.2.1. In the **Delivery Year**, the Seller shall supply and sell to Buyer the quantity (the "**Annual Delivery Quantity**") of Coal ordered by the Buyer in accordance with Subsection 5 of Technical Specification (Section-IV of the Bidding Document) up to the "**Maximum Delivery Year Quantity**". The maximum **Annual Delivery Quantity** shall be 1,875,000.00 Tonnes in the **Delivery Year** (the "**Maximum Delivery Year Quantity**") and the minimum **Annual Delivery Quantity** shall be 1,125,000.00 Tonnes in the **Delivery Year** (the "**Minimum Delivery Year Quantity**").

4.3. Notification of Quantity

Deleted

4.4. Increased Coal Requirements

Deleted

4.5. Change in a Delivery Month Quantity

Deleted

4.6. Expected Supply Shortfalls

- 4.6.1. The Seller shall promptly notify the Buyer of any expected reduction in its ability to meet its obligations to supply Coal in accordance with the quantity and scheduling requirements of this Agreement (an "**Expected Supply Shortfall**"), whether due to a **Supply Failure**, an **Event of Force Majeure**, or any other cause. Within not more than five (5) further Business Days, the Seller shall provide the Buyer with a "**Supply Shortfall Remedial Plan**." The **Supply Shortfall Remedial Plan** shall:

- (a) explain the cause and extent of the **Expected Supply Shortfalls**;
- (b) describe the actions the Seller will take to mitigate or avoid such Expected Supply Shortfalls;
- (c) propose sourcing of a Substitute Coal; and
- (d) propose a reduced delivery schedule that the Seller reasonably believes can be met until such time as the Seller is able to comply with its full delivery obligations under this Agreement.

- 4.6.2. The Buyer shall be entitled to approve or disapprove the **Supply Shortfall Remedial Plan** in its discretion, and shall notify the Seller of such decision in writing within **ten (10) Business Days** after receipt of the **Supply Shortfall Remedial Plan**.

- 4.6.3. If a **Supply Shortfall Remedial Plan** is required due to a **Supply Failure** and the Buyer approves a **Supply Shortfall Remedial Plan** proposed by the Seller, the Buyer shall not arrange for **Mitigating Purchases** under Clause 4.7.3 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document) in respect of any quantities of Coal that the Seller supplies in accordance with the approved **Supply Shortfall Remedial Plan**.

- 4.6.4. If a **Supply Shortfall Remedial Plan** is required due to a **Supply Failure** and the Buyer does not

approve a **Supply Shortfall Remedial Plan** proposed by the Seller, the Buyer shall remain entitled to arrange **Mitigating Purchases** in accordance with Clause 4.7.3 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document).

- 4.6.5. If a **Supply Shortfall Remedial Plan** is required due to an **Event of Force Majeure**, the Buyer's approval or disapproval of the **Supply Shortfall Remedial Plan** shall be without prejudice to the rights and obligations of the Parties under Clause 22.5 of the Conditions of Contract (Section-III of the Bidding Document).

4.7. Supply Failures

- 4.7.1. Each of the following events, if not due to an Event of Force Majeure affecting the Seller, shall constitute a "**Supply Failure**":
- (a) the Seller fails to schedule delivery of one or more Shipments in accordance with Clause 5.4.3 or 5.4.5 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document);
 - (b) the Seller fails to deliver any part of a Shipment scheduled in accordance with Clause 5.4.3 or 5.4.5 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) within seven (7) days after the last day of the relevant **Laycan** for reasons other than a delay in the arrival of the nominated Vessel or congestion at the Loading Port; or
 - (c) the Seller delivers any Coal that does not comply with the **Coal Quality Specifications**;
 - (d) the Seller delivers any Coal that the Buyer rejects pursuant to Subsection 12 of Technical Specification (Section-IV of the Bidding Document).
- 4.7.2. In the event of any **Supply Failure**, the Seller shall reimburse the Buyer for all reasonable costs, expenses, and fees incurred by the Buyer as a consequence of cancelling or rescheduling shipping arrangements from the **Loading Port** due to the Supply Failure.
- 4.7.3. The Buyer shall be entitled to remedy any **Supply Failure** by making one or more purchases of Coal from a Third Party (in each case, a "**Mitigating Purchase**") in an aggregate amount equal to the quantity as evidenced by a **Certificate of Weight** included in the **Mitigating Purchase** and shall not be more than the quantity of Coal the Supplier has failed or is expected to fail to deliver; provided that (i) the Buyer has notified the Seller in writing that it intends to make such **Mitigating Purchase(s)**, (ii) the terms of the **Mitigating Purchase(s)** are commercially reasonable under the circumstances, and (iii) the Buyer has used its reasonable efforts to schedule the delivery of the **Mitigating Purchase(s)** within thirty (30) days after the date or respective dates of the Shipments that the Seller has failed or is expected to fail to deliver. Following the Buyer's completion of any such **Mitigating Purchase**, the Buyer shall be entitled to invoice the Seller and the Seller shall pay the Buyer the sum, if positive, of
- (a) the difference between:
 - (i) the price paid by the Buyer for delivery FOB of the quantity of Coal purchased in the **Mitigating Purchase**, adjusted for Gross Calorific Value, Sulphur Content, Moisture Content and Ash Content of the Coal delivered in the **Mitigating Purchase**, and including all other costs, expenses or Taxes of the kind that would have been included in the Delivered Price under Clause 11.1 of the Conditions of Contract (Section-III of the Bidding Document), as if such Coal had been delivered to the Buyer under this Agreement, and
 - (ii) the Delivered Price that would have been payable by the Buyer to the Seller for the same quantity of Coal,which difference may be positive or negative; **plus**
 - (b) the difference between:

- (i) the transportation costs paid by the Buyer in procuring transport of the quantity of Coal included in the **Mitigating Purchase** to the Facility Site, and
- (ii) the transport price that would have been payable by the Buyer to a shipper for transporting such quantity of Coal from the Loading Port to the Facility Site for arrival on the same date the Coal included in the Mitigating Purchase is delivered to the Facility Site,

which difference may be positive or negative; **plus** (c) and (d):

- (c) any and all costs, expenses, and duties incurred by the Buyer in connection with the Supply Failure by the Seller, including the costs, expenses, and fees incurred by the Buyer as a consequence of cancelling or rescheduling shipping arrangements from the Loading Port as provided in Clause 4.7.2 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document) and
- (d) any reasonable additional costs, expenses, duties and Taxes incurred in the **Mitigating Purchase** that would not have been incurred in respect of a shipment of such quantity of Coal pursuant to this Agreement.

4.7.4. The Buyer's invoice in respect of any **Mitigating Purchase** shall include documented evidence of the details of the **Mitigating Purchase**, including the sampling and testing of the Coal included in the **Mitigating Purchase** and the amounts described in Clause 4.7.3 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document). The Seller shall pay the Buyer the amount of the Buyer's invoice within **fifteen (15) Business Days** after receipt of the invoice by telegraphic transfer (T/T) into the Buyer's nominated bank account, or the Buyer may set-off the amount due from any other amounts payable by the Buyer to the Seller.

4.8. Reduced Coal Requirements

4.8.1 In addition to reductions in its aggregate purchases of Coal due to **Events of Force Majeure** affecting the Buyer and/or **Extended Forced Outages**, the Buyer shall be entitled to reduce its aggregate purchases of Coal from the Seller in any **Delivery Year** below the Minimum Delivery Year Quantity where such reduction is due to a reduction in dispatch by the **System Operator** or the Buyer's customers (a "**Reduction Event**"); provided that such reduction of its aggregate purchases of Coal due to a Reduction Event shall not be greater than one hundred and thirty thousand (130,000) Tonnes in any Delivery Year.

4.8.2 The Buyer shall notify the Seller of the occurrence of any **Reduction Event** as soon as practicable following its occurrence. Such notice shall specify the decrease in Coal requirements that the Buyer reasonably expects to result from such Reduction Event in the current Delivery Year and any future Delivery Year(s). The **Minimum Delivery Year Quantity** and **Maximum Delivery Year Quantity** shall be reduced by the quantities specified in such notice or notices, subject in each case to the limitation stated in Clause 3.7.1 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document).

The Buyer shall in the same notice, or as soon as practicable in a further written notice to the Seller, revise the shipping schedules and other arrangements previously made by the Buyer and the Seller in accordance with Clause 5.4 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) for the Delivery Year, and the Seller shall make deliveries of Coal in accordance with such revised schedules and arrangements.

5. DELIVERY AND SHIPMENT

5.1. Seller's Responsibilities

All Coal supplied by the Seller to the Buyer under this Agreement shall be delivered **FOB** at the **Loading Port**. The Seller shall be responsible for all costs and expenses of mining the Coal, of transporting to and maintaining the Coal at the **Loading Port**, costs related to the Coal loading and **Trimming** operation and Government royalties and taxes.

5.2. Buyer's Responsibilities

The Buyer shall be responsible for all costs and expenses of arranging for, insuring and shipping all Coal supplied by the Seller hereunder following its departure the Loading Port to the Discharge Port, including port dues, tugs, pilotage, linesman, light dues, garbage removal, sundry expenses, time checker, agency fees using Vessels meeting the requirements of Clause 5.5.1 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).

5.3. Title and Risk of Loss

Title to and all risk of loss, damage or destruction to all Coal supplied by the Seller under this Agreement shall pass from the Contractor to RNPL upon the completion of the loading and trimming of such Coal on board the Vessel at the Coal Loading Point and the Bill of Lading given by the Master of the Vessel, which shall record RNPL as the legal owner of the Coal contained in the Shipment.

5.4. Determining Delivery Schedule

5.4.1. Deleted

5.4.2. Deleted

5.4.3. At least **thirty (30) days** prior to the commencement of each successive three (3) month period in **Delivery Year**, the Seller and the Buyer shall agree on a delivery schedule for such three (3) month period (the "**Delivery Schedule**"). The **Delivery Schedule** shall:

- (a) if applicable, take into account any adjustments in purchase quantities notified by the Buyer to the Seller under Subsection 4 since the preparation of the last **Delivery Schedule**;
- (b) be coordinated with other export ship arrivals at the **Loading Port** over such three (3) month period; and
- (c) specify for each Shipment a **ten (10) day** period within which the **Vessel** is to arrive at the **Loading Port** and submit a **Notice of Readiness** (the "**Laycan**").

5.4.4. Deleted.

5.4.5. At least twenty (20) days prior to the commencement of each **Delivery Month**, the Buyer shall transmit to the Seller its written order for Coal to be delivered to Buyer 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**. Within three (3) Days after receipt of the order and **Laycan(s)**, the Seller may request that the Buyer modify the **Delivery Schedule** and **Laycan(s)**, in which case the Seller and the Buyer will discuss scheduling alternatives in good faith with a view to agreeing on a revised **Delivery Schedule** and **Laycan(s)**. If the Seller makes no such request, it will be deemed to have agreed to the **Delivery Schedule** and **Laycans** proposed by the Buyer for the relevant **Delivery Month**. If the Seller does request modification of the Delivery Schedule and Laycan(s) proposed by the Buyer, the Delivery Schedule and Laycans originally proposed by the Buyer shall be adjusted as agreed by the Parties. In the absence of any such agreement within fifteen (15) Days, the Delivery Schedule and Laycan(s) previously established for the **Delivery Month** pursuant to Clause 5.4.3 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) shall become binding on the Parties.

5.4.6. The Parties shall maintain the delivery schedule as per Clause 3.3 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document) throughout each **Delivery Year**, subject, inter alia, to variations for **Scheduled Outages**, **Extended Forced Outages**, **Reduction Events** and **Events of Force Majeure**.

5.5. Vessels

5.5.1. Unless the Parties otherwise agree, the seller shall arrange for all Coal supplied and delivered to the Buyer at the **Loading Port** under this Agreement to be supplied in full Shipments (plus or minus 10% shipping tolerance), onto vessels ("**Vessels**") that are:

- (a) either Panamax or Supramax or Handymax or Handy size, at the Buyer's option, not exceeding twenty-five (25) years in service and meeting the **Loading Port** restrictions as provided in Attachment 4-17 of Technical Specification (Section-IV of the Bidding Document).
- (b) capable of berthing and receiving Coal at the Loading Port;
- (c) classed as Lloyds 100 A1 or equivalent by a classification society which is a member in good standing of the International Association of Classification Societies;
- (d) single deck bulk carriers having a security system and associated security equipment necessary to comply with International Ship and Port Facility Security (ISPS) Code, all in safe and good working order; and
- (e) compliant with all publicly available **Legal Requirements** applicable to the **Loading Port**.
- (f) equipped with hatches of the mechanical type and shall be of such design and construction that will not unreasonably restrict or impede the operation of the ship loader;
- (g) capable of providing the Seller with free use of winches and related electric power required by Seller during loading, Trimming and stowage of the Coal on board such Vessel;
- (h) equipped with lighting facilities and crew available during the loading operation;
- (i) single deck self-trimming bulk carriers;
- (j) equipped with gears which must not impede the normal operation of the ship loaders and dischargers or otherwise reduce the loading rate of the terminal/ floating crane;
- (k) fully insured with a **P&I Club** that is a member of the International Group of **P&I Clubs** unless agreed in writing with the Seller;
- (l) issued with a valid International Safety Management Code Certificate; and
- (m) capable of a deballasting rate of minimum one thousand (1,000) Tonnes per hour.

5.5.2. 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 Buyer shall notify the Seller 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**.

5.5.3. If the **Vessel** is not a Vessel and does not meet the specifications of Clause 5.5.1 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document), the Seller shall have the right to reject the Vessel by written notice to the Buyer not later than **one (1) Business Day** after receipt of the notice from the Buyer. At least **five (5) days** prior to **Opening Layday**, the Buyer may notify the Seller of a change in or substitution of the definitive performing Vessel, and provide the substitute Vessel's ("**Substitute Vessel**") name, its length, its beam, the number of holds and hatches, and the draft expected on arrival at the **Loading Port**.

5.5.4. The **ETA** of the **Substitute Vessel** shall not be earlier than the original ETA nominated in the

Vessel Nomination. In the event the definite performing Vessel has been cancelled due to its late arrival at the **Loading Port**, the Buyer may nominate a **Substitute Vessel** at least **five (5) days** prior to the ETA of such Vessel. If the Buyer does not provide the second notice of a **Substitute Vessel**, the first notice and the nominated **Vessel** shall be effective, without change except where the Seller has rejected the **Nominated Vessel** in accordance with the provisions of this Agreement.

5.5.5. Buyer or its agent shall provide the **stowage plan** with the estimated tonnage of cargo to be loaded into the Vessel at least three (3) days prior to **ETA**.

5.6. Loading

5.6.1. The Seller shall give the Buyer at least **five (5) Business Days'** notice of the expected date of commencement of loading of each Shipment onto the **Vessel**.

5.6.2. The Seller shall procure that no part of any Shipment is loaded in deep tanks or other areas which are not standard coal cargo holds.

5.6.3. The Buyer shall hire, at its own cost, an independent inspector (to be nominated by the Buyer) to inspect the cleanliness of each hold in the Vessel according to the standards prescribed by the relevant standards. The Buyer shall provide the Seller with a copy of a **Certificate of Holds Cleanliness** promptly upon its being issued by such inspector.

5.6.4. As soon as practicable, but not later than **two (2) Business Days** after the completion of loading of each Shipment, the Seller shall advise the Buyer by facsimile or email with pdf attachment of the details of the Shipment including:

- (a) the total quantity of Coal loaded and as stated on the relevant **Bill of Lading**; and
- (b) the approximate quantity of Coal loaded in each hold of the **Vessel**.

5.7. Berthing and Notice of Readiness

5.7.1. The Buyer shall procure that each Vessel to be used for a Shipment is obliged to provide seven (7) days', five (5) days', forty-eight (48) hours' and twenty-four (24) hours' prior notice of the Vessel's ETA at the **Loading Port** and additional notice(s) of any variation thereto of more than twelve (12) hours.

5.7.2. The Seller shall provide to the Buyer a berth at the **Loading Port** which the Vessel can safely reach and lie always afloat, provided the Vessel arrives at the **Loading Port** within its **Laycan**. The Seller and the Buyer shall coordinate with each other to make arrangements for pilots, pilot boats, tugboats, mooring and unmooring teams required to berth any Vessel at the **Loading Port**.

5.7.3. 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 **SSHINC** 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.

5.7.4. With regards to Major Holidays, the time from 1700 hours (**Standard Time of Country of Origin**) on the day preceding each of the Major Holidays until 0900 hours (**Standard Time of Country of Origin**) on the next Working Day shall not count as **Laytime** or the time within which **Notice of Readiness** may be tendered, unless any Coal is actually loaded during such time in which case time actually used shall count.

5.7.5. Delete.

5.7.6. If at any time the **Vessel** is prevented from entering **Loading Port** because of the **Vessel's** inefficiency, breakdown or other hindrances which constitute usual hazards to the Vessel, **Notice of Readiness** shall be deemed invalid. **Notice of Readiness** shall be retendered only when such inefficiency, breakdown or other hindrances have ceased to exist. Any losses related to such invalid **Notice of Readiness** shall be borne by the Buyer.

5.7.7. The rates of demurrage shall be declared at the time of **Vessel Nomination** and shall be the rate

of demurrage per day specified in the relevant shipping contract.

- 5.7.8. Upon arrival at the **Loading Port** the master of the Vessel shall give the **Notice of Readiness** at any time (**SSHINC**) (except with respect to Clause 5.7.2, 5.7.3 & 5.7.4 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document)) by radio or telephone subsequently confirmed in writing to the Seller. If a loading berth is not immediately available, the **Vessel** shall wait at the customary anchorage for the **Loading Port** for a **Vessel** of its size and type, whether within or outside of port limits (whether legal, commercial or otherwise) and when in **Free Pratique** and when customs cleared, and shall there tender the **Notice of Readiness** to the Seller.

5.8. Acceptance of Notice of Readiness

The **Notice of Readiness** will be deemed to be accepted, when tendered:

- (a) if tendered within the **Laycan** for the Vessel established under Clause 5.4.3 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document);
- (b) if tendered earlier than the first day of the Laycan for the Vessel, upon the earlier of
 - (i) the time the **Loading Port** is able to receive the **Vessel** and commence loading, or
 - (ii) the first day of the **Laycan**; or
- (c) if tendered later than the final day of the **Laycan** for the Vessel, upon the **Loading Port** being able to receive the Vessel and commence loading following its normal procedures for scheduling and coordinating the loading of Vessels.

(as applicable, the "**Acceptance of Notice of Readiness**").

5.9. 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 (**SSHINC**), twenty-four (24) consecutive hours per day except Major Holidays of the Country of Origin unless used.

5.10. Calculation of Time Used

5.10.1. The counting of Time Used shall commence upon the earlier of:

- (a) twelve (12) hours after **Acceptance of Notice of Readiness**, provided that the **Vessel** is then **Ready In All Respects**; or
- (b) commencement of loading.

5.10.2. If the **Vessel** arrives at the berth for loading Coal and is not **Ready In All Respects**, the Vessel's **Notice of Readiness** shall be void and counting of time shall not commence until such Vessel becomes **Ready In All Respects** and a further **Notice of Readiness** is subsequently accepted in accordance with Clause 5.8 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document).

5.10.3. The time for the following events shall not be counted in determining **Time Used**, even if the Vessel is already subject to **Demurrage** when the relevant event occurs (except in the case of Clause 5.10.3.(n)) of Subsection 5 of Technical Specification (Section-IV of the Bidding Document):

- (a) time waiting for tide;
- (b) Deleted;
- (c) time required for hatch opening and closing;

- (d) time used for Vessel requirements (including repairs to the Vessel and/or delays in the start or completion of events listed in Clause 5.10.4 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) due to the Buyer or the ship owner/operator);
 - (e) time lost due to a failure on the part of the Buyer to provide a Vessel meeting the requirements of Clause 5.5.1 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document);
 - (f) time lost due to a previous Vessel loading Coal under this Agreement failing to depart the loading berth promptly on completion of loading for reasons attributable to vessel requirements and other than if the failure to depart is due to acts or omissions of or delays caused by the Seller or its agents, including the **Loading Port**;
 - (g) the time taken for the Vessel shifting from anchorage or pilot on board, whichever is earlier, until Vessel is all fast alongside the designated berth and/or anchorage and **Ready In All Respects** to load whether the **Vessel** is already subject to **Demurrage** or not;
 - (h) any time lost due to loading interruption due to adverse weather conditions, such as swell, wind, rain, fog, or other natural causes, that render it unsafe for the loading operations to continue as determined by the Master of the Vessel unless the Vessel is already on Demurrage;
 - (i) any time lost if loading is interrupted by the Vessel to conduct activities required by the owner, whether the Vessel is then on Demurrage or not (e.g., taking bunkers, vitals, or all draught surveys/draught checks and holds cleanliness inspection);
 - (j) any time lost as a result of breakdown, inefficiency, repairs or any other inability of the Vessel to load the Coal on a continuous basis, whether the Vessel is already subject to Demurrage or not;
 - (k) Vessel loading is necessarily suspended or interrupted because of the acts and/or activities of the military or the navy (such as mock war drill, etc.), whether the Vessel is already subject to Demurrage or not;
 - (l) any time lost due to compliance with statutory and class requirements for the Vessel to load, whether the Vessel is already subject to Demurrage or not; and
 - (m) time lost awaiting the completion of loading of a previous Vessel receiving a delivery of Coal under this Agreement, but only for so long as such previous Vessel is not subject to Demurrage; and
 - (n) time lost due to any **Event of Force Majeure** that directly prevents, interrupts or slows the loading of Coal, and occurs when the Vessel is not subject to **Demurrage**.
- 5.10.4. The counting of **Time Used** shall end when (a) the entire Shipment has been loaded onto the vessel, (b) all stevedores' equipment has been removed from the vessel and (c) all cargo formalities documentation completed.
- 5.10.5. For avoidance of doubt, due to failure of the Seller to provide necessary documents for receiving outward clearance of **Vessel** to depart the **Loading Port**, the laytime shall continue to counting until the Seller delivers necessary documents to the **Loading Port** agent. The **Loading Port** agent shall deliver to the master of the Vessel all documents required to effect outward clearance of the Vessel from the anchorage/ **Loading Port** after completion of loading and the release of the clean original **Bills of Lading** to the Seller.
- 5.10.6. Any time used for intermediate draft Surveys shall count as **Laytime**, unless ordered by the Master/Vessel, in which case such time shall not count as **Laytime**. Loading shall be deemed completed and Laytime and time on **Demurrage** shall stop when (a) the quantity of Coal requested by the master of the Vessel in his pre-loading stowage plan has been loaded on board the Vessel or when all the holds are full before the quantity requested in the stowage plan is

attained, (b) all **Trimming** equipment has been removed from the **Vessel** and (c) all cargo formalities documentation completed. The Seller shall have the right to supply additional Coal in a single drop not exceeding two hundred (200) Tonnes per hold for **Trimming** purposes.

- 5.10.7. The Coal shall be mechanically levelled and **Trimmed** (or spout Trimmed) at the Seller's time and expense. Provided that the Trimming carried out by the Seller satisfies all code and safety standards and insurance requirements when completed, any further **Trimming** required by the master of the Vessel shall be for the Buyer's account and time so used shall not count as **Laytime**.

5.11. Responsibilities at the Loading Port

- 5.11.1. The Seller shall be responsible for obtaining and maintaining all required **Consents** for the export, sale and delivery of Coal pursuant to this Agreement.
- 5.11.2. The Seller shall comply with, and shall procure that its stevedores and involved Contractors comply with, all Legal Requirements of the Country of Origin applicable at the **Loading Port** and in respect of the sale, delivery and export of Coal under this Agreement.
- 5.11.3. The Buyer shall ensure that the **Vessel** for any **Shipment** is fully available day and night for loading and that the Seller shall have full use of permanently fixed lighting and services on board the **Vessel** including those of officers and crew.
- 5.11.4. The **Vessel** shall be loaded and Trimmed by the Seller, or its agent, at the risk and expense of the Seller.
- 5.11.5. The Seller shall indemnify and hold the Buyer harmless from and against all costs, liabilities, losses, expenses, claims, demands or proceedings associated with any damage to any vessel or the property of the Buyer or any other Person, any damage to the environment, or any personal injury where such damage or personal injury is caused by the Seller or any of its employees, Contractors or agents in the performance by the Seller of its obligations under this Agreement.

5.12. Demurrage and Despatch

- 5.12.1. If the **Time Used** for loading any **Shipment**, as determined in accordance with Clause 5.10 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document), exceeds the **Laytime** permitted for such Shipment, as determined under Clause 5.9 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document), the Seller shall pay **Demurrage** to the Buyer in respect of such difference in time at the rate in USD per hour payable by the Buyer under the relevant shipping contract.
- 5.12.2. If the **Time Used** for loading any Shipment, as determined in accordance with Clause 5.10 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document), is less than the **Laytime** permitted for such Shipment, as determined under Clause 5.9 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document), the Buyer shall pay **Despatch** to the Seller in respect of such difference in time at a rate equal to fifty percent (50%) of the rate that would have applied for **Demurrage** under the relevant shipping contract.
- 5.12.3. The procedure for determining and invoicing for **Despatch** or **Demurrage** shall be as follows:
- (a) the Buyer shall cause its shipping agent to provide the Seller with a **Statement of Facts** reflecting its record of the details of the **Laytime** and **Time Used** at the **Loading Port** for the Shipment, and its proposed calculation of **Demurrage** or **Despatch**;
- (b) within **ten (10) Business Days** after receipt thereof, the Seller shall either (i) notify the Buyer that it accepts the calculation of **Demurrage** or **Despatch**, or (ii) notify the Buyer that it does not accept the calculation of **Demurrage** or **Despatch**, in which case it shall provide the Buyer with its records of **Laytime** and **Time Used**, and its proposed calculation of **Demurrage** or **Despatch**;
- (c) if the Seller notifies the Buyer that it does not accept the Buyer's shipping agent's determination of **Demurrage** or **Despatch**, the Buyer within ten (10) Business Days shall either (i) notify the Seller that it accepts the Seller's calculation of **Demurrage** or **Despatch**, or (ii) notify the Seller

that it does not accept such calculation, in which case the Parties and/or their respective agents at the **Loading Port** shall promptly meet and seek to agree on the calculation of **Demurrage** or **Despatch** based on all relevant records. If the Parties are unable to reach an agreement, the calculation of **Demurrage** or **Despatch** shall be determined by an **Expert**; and

- (d) following the Parties' agreement on or an **Expert's** determination of the amount of **Demurrage** or **Despatch**, the Seller shall issue an invoice to the Buyer for **Despatch** or the Buyer shall issue an invoice to the Seller for **Demurrage**, and the Party receiving the invoice shall pay the amount of the invoice within fifteen (15) Business Days after receipt.

6. MINIMUM TECHNICAL REQUIREMENTS

6.1 Coal Specifications and Source Countries

- A) The Coal to be supplied under the contract shall be as per the specified range for quality parameters as mentioned in Attachment 4-4 to this section. Coal having specifications beyond the specified range of the technical parameters shall not be loaded in the vessel at the load port. The Coal quality parameter beyond the specified range shall be liable for rejection by RNPL as per Subsection 12 of Technical Specification (Section-IV of the Bidding Document). RNPL shall not be held responsible for any financial loss to Successful Bidder in any circumstances in case of rejection.
- B) The Coal to be supplied under this contract shall be supplied and shall be sourced from coal mines in Indonesia/ Australia/ South Africa, meeting the coal quality as mentioned in Attachment 4-4 to this section and approved by RNPL. Bidder has to necessarily identify and provide the details of not more than three coal mines in Attachment-4 of the Technical Proposal (as per the proforma placed in Section-V(A) of the Bidding Document), meeting coal quality as stipulated in the technical specification. In case, the bidder proposes multiple coal mines, all coal mines should be from the same Country of Origin. The coal mines shall be approved by RNPL after the opening of the financial proposal in line with the provisions of the Bidding Document and data furnished by the Bidder in Attachment 4 of its Technical Proposal, and the supply of coal will take place under this contract from the approved coal mines only. Coal mines offered by the lowest evaluated bidder shall be taken up first for verification and approval. In case the mines proposed by the bidder in the technical proposal are not found to be meeting the data furnished by the Bidder in its Technical Proposal and at least one mine is not getting approved, the bidder's proposal shall not be considered further for evaluation. In such case, the coal mines proposed by the second lowest evaluated bidder shall be taken up in line with the provision of ITB clause 7.13.
- C) Coal should be supplied from a single Coal mine for a particular shipment. Blending coal is not allowed in any form.

6.2 Deleted

6.3 Deleted

6.4 Deleted

6.5 Deleted

7. PRICING METHODOLOGY AND REFERENCE INDICES:

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:

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

Where:

P_{GCV}	=	Price increase or decrease per Tonne due to Actual GCV, determined in accordance with Clause 15.1 of Subsection 15 of Technical Specification (Section-IV of the Bidding Document)
P_{TS}	=	Price decrease per Tonne due to Actual TS, determined in accordance with Clause 15.3 of Subsection 15 of Technical Specification (Section-IV of the Bidding Document)
P_{TA}	=	Price decrease per Tonne due to Actual TA, determined in accordance with Clause 15.4 of Subsection 15 of Technical Specification (Section-IV of the Bidding Document)
P_{TM}	=	Price decrease per Tonne due to Actual TM, determined in accordance with Clause 15.2 of Subsection 15 of Technical Specification (Section-IV of the Bidding Document)
P_n	=	The Base Price per Tonne for the Shipment n
	=	ICI3 + F

Where,

ICI3	:	Monthly average of the Reference Index (i.e., The Reference Index used for quoting Bid price) calculated based on the weekly indices. For this purpose, the Gregorian calendar month preceding the date of Bill of lading shall be considered as the month.
F	:	Final price factor

8. BASE PARAMETERS FOR PRICE BASIS:

Base parameters for quoting price in the Price Schedule are as under.

All the quality parameters of the Coal, for which the Bidder shall consider the price in its Financial Proposal, shall be meeting the quality parameters indicated in Attachment 4-4 of the Technical Specification (Section-IV) of the Bidding Document.

9. QUANTITY DETERMINATION

- 9.1. The weight of each Shipment of Coal shall be determined by a **Draft Survey** at the **Loading Port** conducted by a **Licensed Marine Surveyor** approved by the Buyer and the Seller. Such Draft Survey shall be conducted at the cost of the Seller and in accordance with internationally accepted methods and standards.
- 9.2. Both Parties, at their own expense, shall be entitled to have a representative observe the Draft Survey at the Loading Port. Upon completion, a **Certificate of Weight** shall be issued by such **Licensed Marine Surveyor** in a form reasonably acceptable to the Buyer. The **Certificate of Weight** shall be conclusive (absent fraud or manifest error) and shall be the amount of Tonnes used for determining the **Delivered Price** of the Shipment. The Seller shall supply the Buyer with a copy of the **Certificate of Weight** by facsimile or by other equivalent prompt means of transmission within one (1) Business Day of its issuance.

10. QUALITY INSPECTION

10.1. Testing Standards and Methods

- 10.1.1. The weighing, sampling and analysis of Coal by the **Loading Port Laboratory** under Clause 10.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document), for any **Purchaser Test Analysis** under Clause 10.3 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document), and by the **Umpire Laboratory** under Clause 10.3.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document) shall be performed in accordance with the relevant ASTM procedures and standards set out in Subsection 11 of Technical Specification (Section-IV of the Bidding Document) and the provisions of this Subsection 10 of Technical Specification (Section-IV of the Bidding Document).
- 10.1.2. The Buyer, at its own expense, shall be entitled to have a representative observe the collection, sampling and analysis of each **Shipment** by **Loading Port Laboratory** pursuant to Clause 10.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document), subject to that representative is not from competitor Inspection Company. The Seller shall provide the Buyer with at least three (3) Business Days' prior notice of the dates of the collection, sampling and analysis by the **Loading Port Laboratory**.
- 10.1.3. The Seller and the Buyer, at their own expense, shall be entitled to have a representative observe the analysis of the Coal from any Shipment by the **Umpire Laboratory** pursuant to Clause 10.3.2 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document).

10.2. Collection, Sampling and Analysis at Loading Port

- 10.2.1 The Seller shall arrange for an Independent Inspection Authority ("IIA") proposed by the Seller and approved by the Buyer, which approval shall not be unreasonably withheld, to collect and analyse representative samples of Coal from each **Shipment** at the **Loading Port** (the "**Loading Port Laboratory**"). The cost and expense of the sampling and analysis shall be borne by the Seller.
- 10.2.2 The samples shall be taken by means of a mechanical, three-stage sampler. From the primary representative samples, the **Loading Port Laboratory** shall prepare three tertiary samples and one composite uncrushed sample in accordance with the relevant ASTM standards in Subsection 11:
- (a) a composite sample prepared to 0.25mm top size for determination of gross and net calorific value, total sulphur, ash, volatile matter, fixed carbon, ash fusion temperature, the chemical composition of the ash, ultimate analysis and analysis of trace elements;
 - (b) a sub lot sample prepared to 3.0mm top size for determination of total moisture;
 - (c) a composite sample prepared to 4.75mm top size for determination of grindability; and
 - (d) a composite uncrushed sample for determination of size.
- 10.2.3 The **Loading Port Laboratory** shall then divide each of the 0.25mm, 3.0mm and 4.75mm tertiary samples, which shall weigh approximately five (5) kilograms into three "splits":
- (a) the first split (the "**First Split**") will be analyzed by the **Loading Port Laboratory** for purposes of issuing its **Certificate of Analysis** and its **Full Certificate of Analysis**;
 - (b) the second split (the "**Second Split**") will be retained by the **Loading Port Laboratory** and stored in a safe place, packed, sealed and stamped as specified above, for at least sixty (60) days from the date of the **Bill of Lading**, to be used as the controlling sample in case of disputes; and

- (c) the third split (the “**Third Split**”) will be delivered to an IIA appointed by the Buyer in accordance with Clause 10.3 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document) (the “Buyer Laboratory”).

10.2.4 Each of the **First Split**, the **Second Split** and the **Third Split** shall be placed in a suitable air tight and sealed container which carries the stamp of the **Loading Port Laboratory**. Each **Split** shall be marked so that its relationship to the **Loading Port Laboratory’s Certificate of Analysis** is clear and its label shall provide the name of the **Vessel**, the quantity of Coal delivered, the date of the **Bill of Lading**, the sample quantity and top size, and the name of the coal mine from which the coal is obtained.

10.2.5 No later than four (4) 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. The **Loading Port Laboratory’s Certificate of Analysis** shall, subject to Clause 10.3.3 of Subsection 10 of Technical Specification (Section-IV of the Bidding Document), be used to determine whether such Shipment complies with the **Coal Quality Specifications** and for the purpose of calculating the Delivered Price of such Shipment in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document) and Subsection 15 of Technical Specification (Section-IV of the Bidding Document).

10.2.6 The Seller shall cause the **Loading Port Laboratory** to issue and transmit its **Full Certificate of Analysis** by facsimile or email with pdf attachment and by courier to the Buyer within seven (7) Business Days after the completion of loading of the Shipment. For the avoidance of doubt, the values for parameters reported in the **Loading Port Laboratory’s Certificate of Analysis** shall be restated in the **Loading Port Laboratory’s Full Certificate of Analysis** without further testing of the **First Split** in respect of such parameters.

10.3. Analysis by Purchaser and Umpire Laboratory

10.3.1 The Buyer shall be entitled to arrange for a duly licensed laboratory of its choosing to perform an analysis of the **Third Split** taken by the **Loading Port Laboratory** from any Shipment and delivered by the Seller to such laboratory within the day when the samples are taken (a “**Purchaser Test Analysis**”). The Buyer shall bear the cost and expense of any **Purchaser Test Analysis** that it may elect to have performed.

10.3.2 If a **Purchaser Test Analysis** reports any of the following:

- (a) a Gross Calorific Value that is 91 Kcal/Kg (dry basis) more or less than the Gross Calorific Value reported in the **Loading Port Laboratory’s Certificate of Analysis** (after the figures reported in the **Purchaser Test Analysis** and **Loading Port Laboratory’s Certificate of Analysis** are converted to a dry basis);
- (b) an Ash Content that is 0.50% more or less than the Ash Content (dry basis) reported in the **Loading Port Certificate of Analysis** (after the figures reported in the **Purchaser Test Analysis** and **Loading Port Laboratory’s Certificate of Analysis** are converted to a dry basis);
- (c) a Sulphur Content that is 0.14% more or less than the Sulfur Content (dry basis) reported in the **Loading Port Certificate of Analysis** (after the figures reported in the **Purchaser Test Analysis** and **Loading Port Laboratory’s Certificate of Analysis** are converted to a dry basis); or
- (d) a Total Moisture (ARB) that is 1.5% more or less than the Total Moisture (ARB) reported in the **Loading Port Laboratory’s Certificate of Analysis**,

(each, a “**Significant Discrepancy**”), the Buyer shall be entitled, upon notice to the Seller with a

copy of the **Purchaser Test Analysis** not more than fifteen (15) Business Days after the completion of the unloading of the Shipment at the **Discharge Port**, to require that an independent and duly licensed laboratory proposed by the Buyer and approved by the Seller, which approval shall not be unreasonably withheld (the "**Umpire Laboratory**"), perform an analysis of the **Second Split** and issue such **Umpire Laboratory's Certificate of Analysis**. The Seller shall, not more than fifteen (15) Business Days from the receipt of **Certificate of Purchaser Test Analysis**, be entitled, upon notice to the Buyer, to require the **Umpire Laboratory** to perform an analysis of the **Second Split** and issue such **Umpire Laboratory's Umpire Certificate of Analysis (the "Umpire Certificate")**. The costs and expenses of such analysis shall be borne by the Party requesting such analysis.

- 10.3.3 If there are any **Significant Discrepancies** between the **Umpire Laboratory's Umpire Certificate of Analysis** and the **Loading Port Laboratory's Certificate of Analysis**, the **Umpire Laboratory's Umpire Certificate of Analysis** shall be used to re-determine whether the **Coal Quality Specifications** have been met and to recalculate all of the price adjustments under Subsection 15 of Technical Specification (Section-IV of the Bidding Document) for the Shipment.
- 10.3.4 The Buyer shall have the right to withhold the payment for that Shipment to the Seller in case of any **Significant Discrepancy** and/or cancel or reschedule the Shipments that have been ordered pursuant to Clause 5.4.5 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) or are included in a **Delivery Schedule** established pursuant to Clause 5.4.3 of Subsection 5 of Technical Specification (Section-IV of the Bidding Document) thereafter until both Parties reach agreement on such **Significant Discrepancy**.

10.4. Pre-Inspection (Before signing of the Contract):

Pre-inspection by Committee: After identifying the financially lowest bidder, a pre-inspection committee shall be constituted by RNPL nominated members who will visit the coal mines to inspect the supply chain of coal from mine to loading port proposed by the bidder. Duration of the visit could be approximately 10 days excluding travel time. RNPL shall bear the cost related to the pre-inspection. The Bidder shall provide necessary support to the Pre-inspection Committee during the visit.

11 STANDARDS FOR QUANTITY AND QUALITY DETERMINATION

All Coal quality analyses shall be performed following the procedures and directions established from time to time by ASTM International. The following specific standards as in effect as of January 1, 2011 shall apply to collecting and preparing samples and testing of specific coal quality parameters:

PROCEDURE/TEST METHOD	STANDARD
1. Sampling	
Collecting Gross Samples	ASTM D2234/D2234M-10 & D7430-11 & 9411
Preparing Coal Samples for Analysis	ASTM D2013/D2013M-11
2. Testing of Analysis Samples	
Total Moisture	ASTM D3173-11 & D3302/D3302M-10
Inherent (Residual) Moisture	ASTM D3173-11 & D3302/D3302M-10
Volatile Matter	ASTM D3175-11H
Ash	ASTM D3174-11
Total Sulphur	ASTM D3177-02 (2007)
Carbon & Hydrogen	ASTM D5373-08
Nitrogen	ASTM D3179-02
Total Chlorine	ASTM 2361 ASTM D4208-02 (2007)
Fluorine	ASTM 3761-10
Calorific Value	ASTM D5865-11a
Grindability (HGI)	ASTM D 409/D409M-11

PROCEDURE/TEST METHOD	STANDARD
Fusibility (Ash Fusion Temperature)	ASTM D1857/D1857M-04(2010)
Bulk Density	ASTM D291-07e1
Coal Size (Fines and Top-size)	ASTM D4749-87 (2007)
Trace Elements in Coal Ash	ASTM 3682-01(2006)/ASTM D3683-04
Ash Composition Analysis	ASTM D3682-01 (2006), ASTM D2795, ASTM D1759

12 REJECTION

Right to Reject

- 12.1.1. If Coal from any Shipment fails to comply with the first nine (9) (Sl. No. 1-9) **Coal Quality Specifications of Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document)**, the Buyer shall have the right to reject the Shipment by sending a written notice to the Seller at any time prior to the unloading of the Shipment at the **Discharge Port**. If the Buyer rejects a Shipment pursuant to this Clause 12.1.1 of Subsection 12 of Technical Specification (Section-IV of the Bidding Document), the Buyer may, at Seller's cost and expense, and without prejudice to any other legal remedies the Buyer may have, redirect the relevant Vessel back to the **Loading Port** with the Shipment on board.
- 12.1.2. If the Buyer rejects any Shipment as not complying with the first eight (9) (Sl. No. 1-9) **Coal Quality Specifications of Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document)**, the Seller shall:
- promptly cure any deficiency in supply by supplying additional Coal and/or Substitute Coal, subject to the Buyer's approval in accordance with Clause 3.4 of Subsection 3 of Technical Specification (Section-IV of the Bidding Document);
 - reimburse the Buyer for all reasonable expenses incurred by the Buyer in relation to the rejected Shipment, including but not limited to correct the conditions that resulted in the Shipment not meeting the first nine (9) (Sl. No. 1-9) **Coal Quality Specifications of Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document)**, shipping, disposal, handling, demurrage, Taxes, duties and any other costs or expenses that would not have arisen had the Shipment not been made and rejected; and
 - take such steps as are necessary to correct the conditions that resulted in the Shipment not meeting the first nine (9) (Sl. No. 1-9) **Coal Quality Specifications of Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document)**.

12.2. Acceptance of Non-Complying Shipment

- 12.2.1. If the Buyer accepts delivery of a Shipment that does not comply with the first nine (9) (Sl. No. 1-9) **Coal Quality Specifications of Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document)**, or if such non-compliance is determined to exist after the Buyer has accepted the Shipment but prior to its being unloaded at the **Discharge Port**, the price of the Shipment will decrease to 50% (fifty percent) of the **the delivered value ("Invoice Value")**.
- 12.2.2. The Buyer shall also be entitled to recover the actual additional transportation cost, measured on a per BTU basis, where the Actual GCV is less than the Gross Calorific Value (ARB) specified in the **Coal Quality Specifications of Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document)**.
- 12.2.3. Deleted.

12.2.4. Deleted.

12.2.5. Deleted.

12.2.6. For the avoidance of doubt, the remedies provided under this Clause 12.2 of Subsection 12 of Technical Specification (Section-IV of the Bidding Document) shall be without prejudice to the Buyer's remedies under Clause 20 of Conditions of Contract (Section-III of the Bidding Document).

12.3. Contaminated Shipments

12.3.1. If a Shipment does not comply with the **Coal Condition Undertaking**, the Buyer shall have the right to withhold the payment for that Shipment to the Seller until the Seller agrees with the Buyer regarding the amount to be reimbursed by the Seller to the Buyer for all reasonably incurred direct costs and expenses attributable to such noncompliance. Upon agreement of the amount to be reimbursed by the Seller to the Buyer, the Buyer shall deduct such agreed amount from the due payment for that Shipment and pay the balance to the Seller either through Letter of Credit (L/C) or telegraphic transfer (T/T).

12.3.2. Such direct expenses shall include, without limitation, any costs or liabilities incurred by the Buyer for the removal of extraneous material and contaminants from the Shipment to render it contaminant-free.

12.3.3. For purposes of this Clause 12.3 of Subsection 12 of Technical Specification (Section-IV of the Bidding Document), the Parties agree that direct expenses shall be reasonably incurred if the Buyer has acted in accordance with **Prudent Utility Practices**.

12.4. Right to Adjust the Minimum Delivery Year Quantity

12.4.1. The Buyer shall have the right to lower the **Minimum Delivery Year Quantity** for that Delivery Year as a result of any Non-Complying Shipment or any Shipment which does not comply with the Coal Condition Undertaking, as the case may be, whether or not the Buyer has accepted, by a written notice to the Seller.

12.4.2. For every one Non-Complying or Contaminated Shipment, a reduction of 2.5% of the Minimum Delivery Year Quantity as per Clause 4.2.1 of Subsection 4 of Technical Specification (Section-IV of the Bidding Document) shall be introduced and a new **Minimum Delivery Year Quantity** will be established for that Delivery Year accordingly.

13 CONTRACTOR'S COAL QUALITY WARRANTY

The Contractor warrants that provisions of Subsection 3 of Technical Specification (Section-IV of the Bidding Document) will be followed properly to ensure coal quality.

14 Delete

15 ADJUSTMENT ON QUALITY VARIATIONS

In case that the value for Gross Calorific Value, Total Moisture, Total Sulphur Content and Total Ash fails to comply with the base values of **Coal Quality Specification** as specified in Attachment 4-4 of the Technical Specification (Section-IV) of the Bidding Document, the price adjustments as following detail shall apply.

15.1. Gross Calorific Value

If the actual gross calorific value of a Shipment, as stated in the **Loading Port Laboratory's Certificate of Analysis** ("**Actual GCV**"), is higher or lower than Base Gross calorific value (i.e. **GAR 5000 Kcal/Kg**), the price per Tonne for the Shipment shall, in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document), be increased (if P_{GCV} is positive) or decreased (if P_{GCV} is negative) by an amount P_{GCV} ,

calculated in accordance with the following formula:

$$P_{GCV} = P_n \times [(Actual\ GCV - 5000) / 5000]$$

15.2. Total Moisture

If the actual total moisture of a Shipment as stated in the Loading Port Laboratory's Certificate of Analysis ("**Actual TM**") is greater than Base Value for Total Moisture (by weight ARB), i.e. 28%, notwithstanding breach of the relevant **Coal Quality Specification as specified in Attachment 4-4 of the Technical Specification (Section-IV) of the Bidding Document**, the price per Tonne for the Shipment shall, in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document), be **decreased** by an amount calculated in accordance with the following formula:

$$P_{TM} = P_n \times [(Actual\ TM - 28\%) / (1 - 28\%)]$$

There shall be no adjustment if the Actual TM (As Received Basis) is less than or equal to 28%.

15.3. 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 Base Value for Total Sulphur (by weight ARB), i.e. 0.80%, the price per Tonne for the Shipment shall, in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document), be **decreased** by an amount calculated in accordance with the following formula:

$$P_{TS} = (U.S.\$ 3.00/Tonne) \times (Actual\ TS - 0.80\%) \times 100$$

There shall be no adjustment if the Actual TS (As Received Basis) is less than or equal to 0.80%.

15.4. Total Ash

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 Base value for Ash Content (by weight ARB), i.e. 9%, the price per Tonne for the Shipment shall, in accordance with Subsection 7 of Technical Specification (Section-IV of the Bidding Document), be **decreased** by an amount calculated in accordance with the following formula:

$$P_{TA} = (U.S.\$ 0.30/Tonne) \times (Actual\ TA - 9\%) \times 100$$

There shall be no adjustment if the Actual TA (As Received Basis) is less than or equal to 9%.

16 RECONCILIATION

Reconciliation and adjustment, if any shall be done as per the provisions mentioned in the Conditions of Contract (Section-III).

Not for Submission

Attachments For Technical Specification (Section IV)

Not for Submission

ATTACHMENT 4-1

Deleted

Not for Submission

ATTACHMENT 4-2

Deleted

Not for Submission

ATTACHMENT 4-3

Deleted

Not for Submission

ATTACHMENT 4-4 – COAL QUALITY SPECIFICATIONS

Sl. No.	Parameter		Basis	Unit	Base Value	Range
1	Gross Calorific Value		As Received Basis	Kcal/kg	5000	4800 Min
2	Total Moisture		As Received Basis	%	28	32.2 Max
3	Approx. Analysis	Ash Content	As Received Basis	%	9	12.6 Max
4		Volatile Matter	Air Dried Basis	%	38.58	20-43
5	Total Sulphur		As Received Basis	%	0.8	0.9 Max
6	HGI			Points	54	48 Min
7	Ash Fusion Temperature (Reducing Initial Deformation)			°C	1320	1240 Min
8	Ash Fusion Temperature (Reducing Spherical)			°C	1380	1280 Min
9	Coal Size below 2mm			%	25	35.00 Max
10	Coal Size above 50mm			%		10.00 Max (over 300 mm is not allowed)
11	Approx. Analysis	Inherent Moisture	Air Dried Basis	%		25 Max
12		Fixed Carbon	Air Dried Basis	%		30-55
13	Ultimate Analysis	Carbon	Dry, Ash free	%		45 Min
14		Hydrogen	Dry, Ash free	%		7.0 Max
15		Oxygen	Dry, Ash free	%		20 Max
16		Nitrogen	Dry, Ash free	%		1.5 Max

Sl. No.	Parameter	Basis	Unit	Base Value	Range
17	Ash Analysis	SiO ₂	Dry basis	%	68.0 Max
18		Al ₂ O ₃	Dry basis	%	30 Max
19		TiO ₂	Dry basis	%	0.72-1.25
20		Fe ₂ O ₃	Dry basis	%	18 Max
21		CaO	Dry basis	%	1.25-6.96
22		MgO	Dry basis	%	0.85-2.41
23		Na ₂ O+0.66* K ₂ O	Dry basis	%	0.49-4.48
24		Others	Dry basis	%	5.06 Max

ATTACHMENT 4-5: SAMPLE CALCULATIONS FOR PRICE ADJUSTMENTS FOR COAL QUALITY VARIATIONS

If Coal from any Shipment fails to comply with the Coal Quality Specifications as outlined in Attachment 4-4 of Technical Specification, the Purchaser shall have the right to reject the Shipment according to Clause 12.1 of Subsection 12 Technical Specification (Section-IV of the Bidding Document) or accepts delivery of such Shipment subject to price adjustment according to Clause 12.2 of Subsection 12 of Technical Specification (Section-IV of the Bidding Document).

- **Price Adjustment for gross calorific value where Actual GCV is greater than or less than 5000 Kcal/kg (GAR)**

$$P_{GCV} = P_n \times [(Actual\ GCV - 5000) / 5000]$$

If Actual GCV < 5000 (but >4800), e.g., 4900, $P_{GCV} = \$70.00 \times (4900 - 5000) / 5000 = -\1.400 /Tonne

If Actual GCV >5000, e.g. 5150, $P_{GCV} = \$70.00 \times (5150 - 5000) / 5000 = \2.100 /Tonne

- **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,**

$$P_{TM} = P_n \times [(Actual\ TM - 28\%) / (1 - 28\%)]$$

If Actual TM ≥ 28%, e.g. 28.3%, $P_{TM} = \$70.00 \times [(0.283 - 0.280) / (1 - 0.280)] = \0.292 /Tonne,

If Actual TM < 28%, $P_{TM} = \$0.00$ / Tonne

- **Price Adjustment for total sulphur content where Actual TS is more than 0.70% by weight (ARB)**

$$P_{TS} = (U.S.\$3.00/Tonne) \times (Actual\ TS - 0.80\%) \times 100$$

If Actual TS is ≥ 0.80% (but ≤ 0.90%), e.g. 0.86%, $P_{TS} = \$3.00 \times (0.86\% - 0.80\%) \times 100 = \0.18 / Tonne

If Actual TS < 0.80%, $P_{TS} = \$0.00$ / Tonne

- **Price Adjustment for total ash where Actual TA is more than 9% by weight (ARB)**

$$P_{TA} = (US\$ 0.30 /Tonne) \times (Actual\ TA - 9\%) \times 100$$

If Actual TA ≥ 9% (but is ≤ 12.60%), e.g. 10.0%, $P_{TA} = \$0.30 \times (10.0\% - 9\%) \times 100 = \0.300 / Tonne

If Actual TA < 9%, $P_{TA} = \$0.00$ / Tonne

Note: P_n is the Base Price per Tonne for the Shipment n, before adjustment for quality variations and is determined in accordance with Subsection 15 of Technical Specification (Section-IV of the Bidding Document). In sample calculations above, P_n is assumed to be U.S.\$70.00/Tonne.

ATTACHMENT 4-6: SAMPLE CALCULATION FOR ARRIVING COST OF COAL DURING SUPPLY

DISCLAIMER:

1. This is an illustration given only for reference purpose for the understanding of the Bidder only and may not cover all aspects of pricing, correction, adjustment, etc., as specified in the Bidding Documents. Contractor has to give their own calculation in line with Bidding Document during supply and the same will be checked by RNPL.
2. The Bidder (upon becoming the Contractor) undertakes to not refer to or place reliance on this calculation for any purpose during the Contract and shall not use this to claim any relaxation. Provision for pricing, correction, adjustment, etc., as stipulated in the Bidding Documents, shall prevail.

Shipment Number, n	1
ICI3 value on last Friday 28 days prior to the date of Bill of Lading	60
F	5
Base Price per Tonne (USD/MT) $P_1 = ICI3 + F$	65

Description	Base Coal Specification as per Contract	Base Price per Tonne, P_1 (USD/MT)	Actual Coal Specification of the Supplied Coal	Price Adjustment Formulas	Price Adjustment (USD/MT)	Delivered Price per Tonne, $DP_1 = P_1 + P_{GCV} - P_{TM} - P_{TS} - P_{TA}$ (USD/MT)
Gross Calorific Value (ARB), (Kcal/Kg)	5000	65	5100	$P_{GCV} = P_{13} \times \{(Actual\ GCV - 5000) / 5000\}$	1.30	65.10
Total Moisture (ARB) (%)	28		29	$P_{TM} = P_{13} \times \{(Actual\ TM - 28\%) / (1 - 28\%)\}$	0.90	
Total Sulphur (ARB) (%)	0.8		0.85	$P_{TS} = (USD\ 3.00/MT) \times \{(Actual\ TS - 0.8\%) \times 100\}$	0.15	
Total Ash (ARB) (%)	9		9.5	$P_{TA} = (USD\ 0.3/MT) \times \{(Actual\ TA - 9\%) \times 100\}$	0.15	

Description	Unit	Value
Delivered Price per Tonne (DP_1)	USD/MT	65.10
Quantity of Supplied Coal (Q_1)	MT	56,600.00
Invoice Value of Coal ($IV_1 = Q_1 \times DP_1$)	USD	3,684,660.00

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ATTACHMENT 4-7: FORM OF CERTIFICATE ANALYSIS

CERTIFICATE OF SAMPLING AND ANALYSIS

[To be Provided Later]

Not for Submission

ATTACHMENT 4-8: FORM OF FULL CERTIFICATE OF ANALYSIS
CERTIFICATE OF SAMPLING AND ANALYSIS

[To be Provided Later]

Not for Submission

**ATTACHMENT 4-9: FORM OF BENEFICIARY CERTIFICATE, INVOICE AND DEBIT &
CREDIT NOTE**

FORM OF BENEFICIARY CERTIFICATE

[To be Provided Later]

Not for Submission

ATTACHMENT 4-10: FORM OF BILL OF LADING

[To be Provided Later]

Not for Submission

ATTACHMENT 4-11: FORM OF CERTIFICATE OF ORIGIN

[To be Provided Later]

Not for Submission

ATTACHMENT 4-12: FORM OF CERTIFICATE OF HOLDS CLEANLINESS

(This is indicative only; however, the Pro forma shall be finalized after the Award)

Certificate No.:

Page No. 1/1

CERTIFICATE OF HOLDS CLEANLINESS

Our Reference :
Name of Vessel : MV
Quantity : XX,XXX METRIC TONNES
Shipper : XXX COAL SUPPLIER XXXX
Cargo Description :
Port of Loading :
Date of Loading : <Date><Month><Year>

THIS IS TO REPORT that in accordance with instructions received from our principal, XXX Coal Supplier., we have attended (on board the above-mentioned Vessel for the purpose of carrying out intervention on the above Vessel hold and hatches and we report as follows:

FINDINGS:

Cargo Holds: 1, 2, 3, 4, 5, 6 and 7

Previous Cargo:

Method of Cleaning Brushed, washed and ventilated

The above Hold(s) in our opinion, as far as could be ascertained were found to be clean to receive the intended cargo.

This statement covers the cleanliness of the cargo holds of the above Vessel at the time of intervention only. It is the ship's responsibility to prepare the ship adequately for receipt to the nominated cargo.

Signed and Dated,

<Date><Month><Year>

Issued by

ATTACHMENT 4-13: FORM OF CERTIFICATE OF WEIGHT

(This is indicative only; however, the Pro forma shall be finalized after the Award)

Certificate No.:

Page No. 1/1

CERTIFICATE OF WEIGHT

Our Reference :
Name of Vessel : MV
Quantity : XX,XXX METRIC TONNES
Shipper : XXX COAL SUPPLIER XXXX
Cargo Description : XXX
Port of Loading : XXXX
Date of Loading : <Date><Month><Year>

THIS IS TO REPORT that in accordance with instructions received from our principal, XXX Coal Supplier, we have attended (sub-contracted XXXXXXXX to attend) on board the above-mentioned Vessel for the purpose of conducting a draft survey of the above-mentioned commodity whose reported as follows:

XX,XXX Metric Tonnes

All drafts, densities, as well as fresh water, ballast, bilge and fuel oil soundings were ascertained in conjunction with the Vessel's Officers.

All calculations are based upon the Vessel's hydrostatic tables and the Vessel's calibrated tank sounding tables, as provided to the draft Surveyors.

This survey was conducted by using the internationally accepted method of determining Vessel's displacement by draft survey. This certificate is not a certificate of seaworthiness and only applies to the cargo loaded at this date, time, and place with the master being responsible for the stability and seaworthiness of his Vessel at all times.

Signed and Dated,
<Date><Month><Year>

Issued by

ATTACHMENT 4-14: MINING RIGHTS AUTHORIZATIONS

[Successful Bidder will provide the required authorizations]

Not for Submission

ATTACHMENT 4-15: FORM OF DEED OF NOVATION

(This is indicative only; however, the Pro forma shall be finalized after the Award)

THIS Deed of Novation (the “Deed”) is made on XXXXXXX by and between:

2. RPCL-NORINCO INTL POWER LIMITED, a joint venture company of Rural Power Company Limited (RPCL), Bangladesh and NORINCO International Corporation Ltd., China, incorporated under the laws of Bangladesh and having its principal place of business at Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh (hereinafter referred to as the “**Purchaser**” or “**RNPL**”), which expression includes its successors and permitted assigns, and;
3. [**an Affiliate of RNPL**], a company duly incorporated under the laws of XXXXX and having its operations office at XXXXXXX, XXXXXXXXX, XXXXXXXXX, XXXXXXXXX, XXXXXXX, XXXX. (“**XXX**”); and
4. [**insert Supplier**], a XXXXXXX, XXXXXXXXX, XXXXXXXXX, XXXXXXXXX, XXXXXXX (the “**Supplier**” or “**YYY**”)

The Purchaser, XXX and YYY individually may be referred as “**Party**” and, collectively, the “**Parties**”.

WHEREAS:

- A. The Purchaser and YYY are parties to a Contract Agreement for the Sale and Purchase of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant dated [.....] and as amended from time to time (“**Contract**”).
- B. Due to certain technical issues, the Purchaser wishes to assign all its rights under the Contract in relation to XXX (xx) shipments of [MT (+/-10%)] coal (“**Assigned Tonnage**”) to **XXX** for shipment during [**insert schedule**] (under mutually agreed laycan(s)).
- B. **YYY** is willing to accept such assignment as of the date hereof on the terms and conditions set out below.

WHEREBY, the Parties agree as follows:

1. Capitalised terms used but not defined in this **Deed** shall have the meaning given to them in the Contract.
2. The Purchaser hereby assigns to **XXX** all of its rights under the Contract with respect to the Assigned Tonnage, and **XXX** hereby accepts the assignment of such rights from the Purchaser.
3. For the purposes of Clause 7.9 of the Conditions of Contract (Section-III of the Bidding Document), **YYY** hereby acknowledges and consents to the assignment of rights from the Purchaser to **XXX** with respect to the Assigned Tonnage as set out herein, provided that:
 - a. **XXX** shall not be entitled to receive under the Contract any greater amount than that to which the Purchaser would have been entitled;
 - b. notwithstanding the assignment under this Deed, except in respect of invoicing, and payment of invoices, under Clause 16 of the Conditions of Contract (Section-III of the Bidding Document), **the Purchaser** shall be entitled to continue to deal directly with the Supplier in the performance of the Supplier’s obligations under the Contract with respect to the Assigned Tonnage; and

- c. The Supplier shall at all times remain responsible for the proper performance of its obligations under the Contract, including, without limitation, all obligations with respect to the Assigned Tonnage.
4. A person who is not a party to this Deed shall have no rights under the Contracts to enforce any term of, or enjoy any benefit under, this Deed.
5. This Deed may be executed in any number of original copies and each such copy may be executed by each of the Parties in separate counterparts, each of which copies (and counterparts) when executed and delivered by the Parties, shall constitute an original, but all of which shall together constitute one (1) and the same instrument.
6. This Deed and any matters arising among the Parties with respect to or related thereto and any non-contractual obligations and liabilities arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the **laws of England and Wales. Disputes** under this Deed shall be resolved in accordance with Clause 26 of the Conditions of Contract (Section-III of the Bidding Document), as if set out, mutatis mutandis, in full in this Deed.

IN WITNESS WHEREOF, this Deed has been executed and delivered on the date first stated above.

a) RNPL	b)	c) [an Affiliate of RNPL]	d)	e) [the Supplier]
f)	i)	j)	k)	l)
g)				
h)				
m) Authorized Signatory	n)	o) Authorized Signatory	p)	q) Authorized Signatory
r)	u)	v)	w)	x)
s)				
t)				
y) Authorized Signatory	z)	aa)	bb)	cc) Authorized Signatory

**ATTACHMENT 4-16: ADJUSTMENT DUE TO COST OF TRANSPORTATION TO
PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL POWER PLANT**

Bidder's Name	Country of Origin of Proposal Coal Mine(s)	Bid Price (USD/MT)	Transport Cost to Bangladesh (USD/MT)	Total Cost (USD/MT)	Result
1	2	3	4	5	6
A	Indonesia	60	20.13	80.13	1 st Lowest
B	Australia	60	20.13×2.82	116.77	3 rd Lowest
C	South Africa	60	20.13×2.31	106.50	2 nd Lowest

In case, the bidder proposes multiple coal mines, all coal mines should be from the same Country of Origin.

ATTACHMENT 4-17: LOADING PORT RESTRICTIONS

[Successful Bidder will provide the loading port information which must comply with Technical Specification (Section-IV of the Bidding Document)]

Loading Port			
Location			
Coordinates			
Berth Length			
Berth Depth			
Channel Depth			
Maximum Permissible Vessel Limit			
LOA			
Breadth			
D.W.T.			
Draft			
Air Draft			
Permissible Vessel Type			
Shiploader(s)			
No & Type			
Capacity			
Outreach			
Clean Height			
Travel Distance			
Vessel de-ballasting rate			

SECTION-V

Bid and Contract Forms

PART-A (Bid Forms and Attachments)

BIDDING DOCUMENT No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26
Date: 02.01.2026;

INDEX

Sl. No.	Description	Page No.
A1	Technical Proposal: Letter and Attachments	132
1.	Technical Proposal Submission Letter	133
2.	Attachment-1: Bid Security	136
3.	Attachment-2: Power of Attorney	137
4.	Attachment-3: Bidder's Qualification Data	138
5.	Attachment-4: Technical Solution and Data	169
6.	Attachment-5: Certificate of Compliance to All Provisions of Bidding Document	176
7.	Attachment-6: Other related information like Details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards, Details of Present Assignment, Any other information in terms of the IFB.	177
A2	Financial Proposal: Letter and Attachments	179
1.	Financial Proposal Submission Letter	180
2.	Attachment-1P: Price Schedule	183

SUB-PART: A1-(Technical Proposal Submission Letter and Attachments)

TECHNICAL PROPOSAL SUBMISSION LETTER

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED.
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

Sir,

Proposal No.

Date:

1.0 Having examined the Bidding Document(s) bearing no. PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026; including subsequent amendments..... and clarifications..... issued thereto, if any (insert numbers), the receipt of which is hereby acknowledged, we, [*insert name of Bidder*] ("**Bidder**" / "**we**" / "**us**"), acting through the undersigned, offer to provide the complete scope of work under the above-named package in full conformity with the said Bidding Document(s).

2.0 Attachments to the Technical Proposal Submission Letter

In line with the requirement of the Bidding Document, we enclose herewith the following Attachments to the Technical Proposal Submission Letter:

- (a) **Attachment 1: Bid Security.** Bid Security in the form of Bank Guarantee from..... (Please fill in the details of the bank chosen), endorsed/confirmed by (Please fill in the details of the bank / correspondent Bank in Bangladesh) for a sum of USD / BDT (Amount in words & figures), valid for a period of 225 days from the date set for opening of Technical Proposal. As required, the Attachment-1 (i.e. Bid Security in original) **has been furnished in a separate sealed envelope.**
- (b) **Attachment 2: Power of Attorney.** A power of attorney duly notarized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign the bid, having been authorised in this regard, and that the bid (Technical Proposal and Financial Proposal) is binding upon us during the full period of its validity in accordance with ITB Clause 5.9 read with Clause 5.10 (as may be extended), has been enclosed.
- (c) **Attachment 3:** The documentary evidence in terms of IFB Clause 5.0, establishing that we are qualified to perform the Contract, in the event that our bid is accepted. The qualification data furnished has been enclosed as Attachment-3 herein. Moreover, we have also submitted the Deed of Joint Undertaking as Attached in Form-4 of Section V(B) (if applicable), and the Consortium Agreement as Form-5 of Section V(B) (if applicable), in accordance with the applicable provisions of the ITB.

TECHNICAL PROPOSAL SUBMISSION LETTER

- (d) **Attachment 4: Technical Solution and Data.** The proposed Technical Solution and Data, guarantee figures, details of sub-contractors, and other relevant technical data, information, and supporting documents, in accordance with the ITB.
- (e) **Attachment 5: Certificate for Compliance to All Provisions of Bidding Document –** Certificate of Compliance confirming that no deviation has been made by us, in Envelope-1 (Technical) Proposal and Envelope-2 (Financial) Proposal. **This certificate is enclosed in a separate sealed envelope.**
- (f) **Attachment 6:** Other related information like Details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards, Details of the present Assignment, and any other information in terms of the IFB.
- (g) Such other attachments as required to be submitted with the Technical Proposal in accordance with the Bidding Document(s), are attached as below:

The various attachments for the Financial Proposal, as set forth under ITB Clause 5.3.3, have been submitted with the Financial Proposal in **Envelope-2**.

- 3.0** Compliance with all provisions of the Bidding Document(s): We have read and understood all the provisions of the Bidding Document(s) and confirm that notwithstanding anything else that may have been stated elsewhere in our bid/ proposals to the contrary, all provisions of the Bidding Document(s) are acceptable to and binding on us, and we further confirm that we have not made any deviation from any of provisions of the Bidding Document(s).

We have furnished the “**Certificate of Compliance to All Provisions of Bidding Document**” and, as per the prescribed proforma respectively in **Attachment-5**. We further understand that in the absence of the above certificates as per **Attachment-5**, our proposal shall be liable to be rejected.

- 3.1** We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, save those pertaining to any rebates offered, shall not be required to be considered and given effect to.
- 4.0** We agree to abide by this Technical Proposal for a period of 180 days from the date of opening of Technical Proposal as stipulated in Bidding Document(s), unless extended by us at your request in this regard, and it shall remain binding on us and may be accepted by you at any time before the expiration of the said period.
- 5.0** We undertake, if our bid is accepted, to commence all the necessary actions immediately upon issuance of your Letter of Intent (LOI) / Notification of Award (NOA), and shall arrange all the required facilities.
- 5.1** If our bid/ Proposal is accepted, we undertake to provide Performance Security and other securities (as applicable), and other submissions in the form (and amounts, where applicable) within the timelines specified in the Bidding Document(s).
- 6.0** Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of the Notification of Award, shall constitute a binding contract between RNPL and us.
- 7.0** We understand that you are not bound to accept the lowest or any other bid you may receive.

TECHNICAL PROPOSAL SUBMISSION LETTER

- 8.0** We, hereby, declare that only the persons or firms interested in this bid/ proposal, as principals, are named herein and that no other persons or firms other than those mentioned herein have any interest in this bid/ proposal or in the Contract to be entered into, if the award is made in our favour, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects and in good faith, without collusion or fraud.

Dated this.....day of.....20.....

Thanking you, we remain,
Yours faithfully,

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Business Address:

Country of Incorporation (Province also to be indicated):

Fax No.:

Phone No:

Email:

Note: Bidders may note that whenever no prescribed proforma has been enclosed, they may use their own proforma for furnishing the required information with the Bid.

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

BID SECURITY

**BIDDER TO FURNISH BID SECURITY IN LINE WITH ITB
CLAUSES 5.11 and 5.12 AND AS PER FORMAT GIVEN IN
SECTION-V (B) OF THE BIDDING DOCUMENT**

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

POWER OF ATTORNEY

**BIDDER TO ATTACH THE POWER OF ATTORNEY OF
AUTHORIZED SIGNATORY IN ACCORDANCE WITH ITB
CLAUSE 5.3.2 AND CLAUSE 2.0 (b) OF TECHNICAL OFFER
SUBMISSION LETTER ALONG WITH BOARD RES
OLUTION**

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026.

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

(Bidder's Qualification Data)

Bidder's Name & Address:

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road
21, Nikunja 2, Khilkhet, Dhaka 1229,
Bangladesh

Dear Sirs,

We seek to establish our Qualification in terms of Clause No. 5.0 of the IFB as stipulated in Invitation for Bid (Section-I) of the Bidding Document and in support of our Qualification data, the following Attachments are enclosed:

****Strike off whichever is not applicable***

*1	Individual Firm on its own or Individual Firm taking strength of its Related Party meeting Qualifying Requirements as mentioned at Cl. 5.1.1 of IFB (Section-I)				
Sl. No.	Applicable Technical Criteria mentioned at Cl.5.2(i) and Additional Criteria of Cl.5.1.3 and 5.1.4 of the IFB (Section-I)	Applicable Financial Criteria 5.3(i)(a), 5.3(i)(b) & 5.3(ii) of the IFB (Section-I)	Attachment for Technical Criteria and Additional Criteria for fulfilment of Qualification	Attachment for Financial Criteria for fulfilment of Qualification	Applicable DJU (In case taking strength for Technical or Financial criteria from Related Party)
1.1	As per Cl. 5.2(i), 5.1.3, 5.1.4	As per Cl. 5.3(i)(a), 5.3(i)(b) & 5.3(ii)	Attachment-3A1 Table-1	Attachment-3B-1	Attachment-Form-4 of Section V(B) (In case Bidder is taking strength from its Related Party)

*2. Bidder as a Consortium of Firms meeting Qualifying Requirements as mentioned at Cl. 5.1.2 of IFB (Section-I)					
Sl. No.	Applicable Technical Criteria and Additional Criteria mentioned at Cl.5.2(i), 5.1.3 and 5.1.4 of the IFB (Section-I)	Applicable Financial Criteria Cl. 5.3(iii) of the IFB (Section-I)	Attachment for Technical Criteria for fulfilment of Qualification	Attachment for Financial Criteria for fulfilment of Qualification	Consortium Agreement
2.1	As per Cl. 5.2(i), 5.1.3 and 5.1.4	As per Cl. 5.3(iii)	Attachment-3A2 (Table-1, Table-3 and Table-6)	Attachment-3B-2	Attachment-Form-5 of Section V(B)

Note:

1. The Bidder must furnish the applicable Attachments as mentioned above in respect of fulfillment of the Route, the Technical and the Financial Criteria of the qualifications as mentioned at Qualification Requirement of the Clause 5 of IFB (Section-I).
2. In case Bidder is participating as an Individual Firm and taking strength from its Related Party to fulfill the Technical/ Financial qualification requirement, such a Bidder shall necessarily furnish the Deed of Joint Undertaking ("DJU") at Form-4 as per the proforma provided at Section-V(B) of the Bidding Document.
3. In case Bidder is participating as a Consortium, as per clause 5.1.2 of the IFB (Section-I), the maximum permitted number of firms which may jointly constitute the Consortium shall be three. The Consortium shall necessarily furnish the Consortium Agreement as per the proforma provided in Form-5 of Section-V(B).
4. A bidder can be a consortium of a maximum of three (03) firms, collectively meeting the following criteria:

IFB Clause	Description	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
5.1.3	General Experience	Not applicable	100%	100%
5.1.4	Arbitration	≤100%	Not applicable	Not applicable
5.2.(i)	Supply/Export Experience	100%	40%	Not applicable
5.3.i.(a)	Liquid Asset or Working Capital or Line of Credit	100%	40%	25%
5.3.i.(b)	Average Annual Turnover	100%	40%	25%

5.3.ii	$\frac{\text{Net Worth}}{\text{Paid up Share Capital}}$	100%	Not applicable	Not applicable
--------	---	------	----------------	----------------

The consortium shall declare one of the partners as lead partner who shall meet at least 40% of Technical and Financial Criteria mentioned at IFB Clause 5.2 and 5.3.i.(a) and 5.3.i.(b).

5. *Failure to comply with these requirements will result in rejection of the consortium's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.*

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid. We also understand that in the event any document(s) in support of our Qualification are found to be forged, misrepresentations or otherwise incorrect by **RNPL**, the bid security furnished by us shall be forfeited by **RNPL**

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Seal).....

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026.

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

[Qualification Data- Technical and Additional Criteria (as per Clause 5.2 (i), 5.1.3 and 5.1.4 of IFB (Section-I)]

[(For Individual Firm as the Bidder as per Clause 5.1.1 of IFB (Section-I)]

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

[strike out (*) whichever is not applicable]

We, M/s....., [Name of the Bidder as an Individual firm] undertake that we fulfil the Technical criteria under the applicable Clause 5.2(i) of Invitation for Bid (Section-I) of the Bidding Document and furnish the details of our Qualification data in applicable Table-1 and Table-2 as under:

Table-1:

<p>*We, (Name of the Bidder) as a Coal Mine Owner or Holding Company of a Coal Mine Owner or a Trading Company undertake that we fulfil the experience as per the stipulation contained in Clause 5.2(i), 5.1.3 and 5.1.4 of Invitation for Bid (Section-I) of the Bidding Document and the details of which are as under:</p>		
<p>Or</p>		
<p>*Since we, M/s..... (Name of the Bidder) do not meet the experience of export of coal independently on our own as per the stipulation contained in Clause 5.2(i), 5.1.3 and 5.1.4 of Invitation for Bid (Section-I) of the Bidding Document, we hereby rely on and borrow from the strength of our Related Party, M/s, who fulfil the experience as per the stipulation contained in Clause 5.2(i), 5.1.3 and 5.1.4 of Invitation for Bid (Section-I) of the Bidding Document and the details in respect thereof are as under:</p>		
<p>(Related Party shall mean the Holding Company or Subsidiary Company or Joint Venture Company, provided that in the event the Bidder seeks to draw strength from its Joint Venture Company, the Bidder should necessarily be holding a minimum of 34% of voting equity in such Joint Venture company.)</p>		
Sl. No.	Particulars	Bidder's Declaration
1.	Coal Mine Owner or Holding Company of the Coal Mine Owner :	
*1.1	In case the Coal Mine Owner is bidder	
	Name of the Coal Mine Owner	
	Address	
	Tel No.	

ATTACHMENT-3A1

	Fax No. Email id.				
*1.2	In case bidder is Holding Company of a Coal Mine Owner				
	Name of Holding Company:				
	Address: Tel No. Fax No. Email id.				
	Name of Coal Mine Owner				
	Address: Tel No. Fax No. Email id.				
	Applicable Company Act establishing Holding Company relationship with the Coal Mine Owner.				
	The Organogram of the relationship and relevant document for the relationship				
*1.3	In case the bidder is a Trading Company				
	Name of the Trading Company				
	Address				
	Tel No. Fax No. Email id.				
2.	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.1	Client's detail				
	Name				
	Address				
	Tel No. Fax No. Email id.	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
	Bidder's Year of Registration				
	In support of the above, we have enclosed Certificates of Incorporation or Registration of firm.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure... .. To this Attachment)	*Yes/ *No (Enclosed at Annexure... .. To this Attachment)	*Yes/ *No (Enclosed at Annexure... .. To this Attachment)
	Bidder's Number of Arbitration against RNPL				
2.2	Period of individual reference work of as per 5.2(i) of IFB	..... To	..... To	..... To	..... To

ATTACHMENT-3A1

	[Applicable for Coal Mine Owner or Holding Company of the Coal Mine Owner]	..... (From DD/MM/YYYY to DD/MM/YYYY)	..... (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... (From DD/MM/YYYY Y to DD/MM/YYYY Y)
2.3	POA/ LOA/ Contract Reference No.				
2.4	Quantity of Supplied/Exported Coal (MMT)				
2.5	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a supporting document of bill of lading.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)
*2.6	Period of Thermal coal Sale Contract as per 5.2(i) of IFB [Applicable for Trading Company]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
*2.7	POA/ LOA/ Contract Reference No.				
*2.8	Thermal Coal Quantity (MMT) as per 5.2(i) of IFB [Applicable for Trading Company]				
*2.9	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)

ATTACHMENT-3A1

	supporting document of bill of lading.								
*2.10	Period of Thermal coal sales Contract as per 5.2(i) of IFB [Applicable for Trading Company]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
*2.11	POA/ LOA/ Contract Reference No.								
*2.12	Coal Quantity (MMT)								
*2.13	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of ladings for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a supporting document of bill of lading.	Yes/ *No (Enclosed at Annexure..... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)				
*2.14	Attachment of MoU/ Supporting Letter as per 5.2(i)(b)	*Yes/ *No							
*3.	Details of the Related Party of the Individual firm who has experience as per Cl. 5.2(i) of the IFB(Section-I) Since, we as an individual firm, do not independently meet completely the technical criteria stipulated at Cl.5.2(i) of the IFB(Section-I) on our own, therefore, as per Cl. 5.4 (i) of the IFB (Section-I), to meet the Technical criteria, we in addition to our experience as mentioned above in table at Sl. No. 2.1 to 2.5, to meet completely the technical criteria stipulated at Cl.5.2(i), are relying on and deriving from the strength of our Related Party [Related Party shall be as per Cl.5.4(iv) of the IFB (Section-I)]. The details of our Related Party and their experiences are mentioned below.								
3.1	Related Party as *Coal Mine Owner/ *Holding Company of the Coal Mine Owner/ *a Trading Company (*strike out whichever is not applicable)								
*3.1.1	Related Party as a Coal Mine Owner								
	Name of the Related Party								
	Relationship of the Related Party with the Bidder								
	Address of the Related Party								
	Tel No.								

ATTACHMENT-3A1

	Fax No. Email id.				
*3.1.2	Related Party as the Holding Company of Coal Mine Owner				
	Name of the Related Party				
	Address of the Related Party				
	Tel No. Fax No. Email id.				
	Relationship with the Bidder				
	Applicable Company Act establishing relationship of the Related Party with the Bidder.				
	The Organogram of the relationship and relevant document for the relationship				
	Name of the Coal Mine Owner (to which Related Party is Holding Company of the Coal Mine owner) Address: Tel No. Fax No. Email id.				
	Applicable Company Act establishing Holding Company relationship with the Coal Mine Owner.				
	The Organogram of the relationship and relevant document for the relationship				
*3.1.3	Related Party as an Trading Company				
	Name of the Related Party				
	Relationship of the Related Party with the Bidder				
	Address of the Related Party				
	Tel No. Fax No. Email id.				
3.2	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
3.3	Client's detail				
	Name				

ATTACHMENT-3A1

	Address				
	Tel No. Fax No. Email id.	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
3.4	Period of individual reference work as per 5.2(i) of IFB [Applicable for Coal Mine Owner or Holding Company of the Coal Mine Owner]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
3.5	POA/ LOA/ Contract Reference No.				
3.6	Quantity of Supplied/ Exported Coal (MMT)				
3.7	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a supporting document of bill of lading.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)
3.8	Form-4 of Section V [DJU as per the Format provided in the Section-V(B) submitted in line with the Cl. No. 5.4(i) of the IFB(Section-I)]	*Yes/ *No			
*3.9	Period of Thermal coal Sale Contract as per 5.2(i) of IFB [Applicable for Trading Company]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
*3.10	POA/ LOA/ Contract Reference No.				

ATTACHMENT-3A1

*3.11	Thermal Coal Quantity (MMT)				
*3.12	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a supporting document of bill of lading.	Yes/ *No (Enclosed at Annexure..... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)
*3.13	Period of Thermal coal sales Contract as per 5.2(i) of IFB [Applicable for Trading Company]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
*3.14	POA/ LOA/ Contract Reference No.				
*3.15	Thermal Coal Quantity (MMT)				
*3.16	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a supporting document of bill of lading.	Yes/ *No (Enclosed at Annexure..... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)	Yes/ *No (Enclosed at Annexure... To this Attachment)
*3.17	Attachment of MoU/Supporting Letter as per 5.2(i)(b)	*Yes/ *No			
*3.18	Form-4 of Section V [DJU as per the Format provided in the Section-V(B) submitted in line with the Cl.	*Yes/ *No			

ATTACHMENT-3A1

No.	5.4(i) of the			
	IFB(Section-I)]			
<p>Remarks: Bidder is requested to fill up 2.1 to 2.5 in case of 1.1 or 1.2 and to fill up 2.6 to 2.14 as necessary in case of 1.3.</p> <p>Bidder is requested to fill up 3.2 to 3.8 in case of 3.1.1 or 3.1.2 and to fill up 3.9 to 3.18 as necessary in case of 3.1.3.</p> <p><i>Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required). Bidder to fill these details in the table as required in the table. In case the Bidder is taking strength from its Related Party, all the details of the Related Party shall be filled in.</i></p> <p><i>In case the Bidder is relying on and deriving strength, in addition to its own qualification for fulfilment of the Technical criteria, the total experiences of the both parties, i.e. the Bidder and its Related Party will be considered for determination of Qualification in terms of Technical criteria mentioned in 5.2(i) of IFB</i></p>				

NOTE:

1. Client's Certificate for each reference mentioning name and contact details of the responsible person at Client's organization, so as to facilitate verification of information.
2. Bidders must furnish all relevant document pertaining to each reference and the same shall be appropriately referred to and placed in such a manner that there shall be correlation of each data required for fulfillment of the respective QR, in order to corroborate the Bidder's and / or Related Party's experience.
3. In case an Individual firm borrowing from the strength of its Related Party, the Related Party shall be only one and either Holding Company or Subsidiary Company or Joint Venture Company. In the event the Bidder seeks to draw strength from its Joint Venture Company, the Bidder should necessarily be holding a minimum of 34% of voting equity in such Joint Venture company. In the event the bidder seeks to draw strength from its Subsidiary Company, the bidder should necessarily be holding a minimum of 51% of voting equity in such Subsidiary company. In the event the bidder seeks to draw strength from its Holding Company, the Holding Company should necessarily be holding a minimum of 51% of voting equity in Bidder's company.
4. Deed of Joint Undertaking (DJU), jointly executed by the authorized representative of the Bidder and its *Holding Company / *Subsidiary Company / *JV Company, as may be applicable, as per the proforma prescribed in Section-V(B) of the Bidding Document.
5. In case of Joint Venture experience or Consortium experience of the bidder, bidder shall furnish experience certificate from purchaser/ its client (**clearly mentioning bidder's scope of works, bidder's (%) of share in the Joint Venture or Consortium**) along with all bill of lading for the total quantity supplied. If any bill of lading does not contain the name of the bidder i.e. name of any one of the consortium partner as supplier/shipper, bidder will have to submit commercial invoice as a supporting document. Only supply/export experience from the work scope mentioned in experience certificate will be considered.
6. Any additional information deemed useful for evaluation purpose.

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Seal).....

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026.

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

-[Bidders as Consortium of firms as per Clause 5.1.2 of IFB (Section-I)]

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

[strike out (*) whichever is not applicable]

We, M/s.....(as a Lead Partner of the consortium) along with M/s and M/s (jointly acting as a “**Consortium**”) have participated in the bidding for the subject package and we collectively in line with the requirement at Cl. 5.1.2 of IFB(Section-I) of the Bidding Document, meet the Technical and Additional Criteria mentioned at Clause 5.2 (i), 5.1.3 and 5.1.4 of IFB (Section-I) and Financial Criteria mentioned at Clause 5.3 (iii) of IFB(Section-I). We have furnished a Consortium Agreement as per the format provided in the Bidding Document at Form-5 of Section-V(B), duly signed by the authorized signatory of each Consortium partner/ firm and the same is enclosed with the Technical Proposal Submission Letter.

We also confirm that we meet on our own one of the partners as lead partner who shall meet, at least 40% of Technical, Additional and Financial Criteria mentioned at Clause 5.2, 5.1.3, 5.1.4 and 5.3.i.(a) and 5.3.i.(b) of IFB (Section I) and each of the other partner(s) shall meet at least 25% of Financial Criteria mentioned at Clause 5.3.i.(a) and 5.3.i.(b) of IFB (Section I).

We have furnished details for fulfillment of Technical criteria by the Consortium as well as for each of the Consortium Partners in the following Table-1, Table-2, Table-3, and the details of meeting Financial criteria is separately mentioned at Attachment-3B-2:

(i) **Table -1:**

Sl. No.	Particulars	Bidder's Declaration
1.	Details of the Consortium Partners	
	Name of the Lead Partner	
	Name of the Partner -1	
	Name of the Partner -2	
2.	Applicable Qualification Criteria of consortium Partners	
	Lead Partner (Applicable qualifying requirements of at least 40% of Technical and Financial Criteria of only 5.2(i), 5.3(i)(a), 5.3(i)(b))	Technical [as per Clause 5.2(i)], and Financial [as per clause 5.3(i)(a) and 5.3(i)(b)]
		Additionally state Financial Criteria of Clause 5.3.(ii)
	Partner -1 (Applicable qualifying requirements of at least 25% of Financial criteria)	Financial [as per clause 5.3(i)(a) and 5.3(i)(b)]
		Additionally state Financial Criteria of Clause 5.3.(ii)
	Partner -2 (Applicable qualifying requirements of 25% of Financial criteria)	Financial [as per clause 5.3(i)(a) and 5.3(i)(b)]
		Additionally state Financial Criteria of Clause 5.3.(ii)

ATTACHMENT-3A2

3.	Collectively Qualified Technical, Additional and Financial Requirement	Technical [as per clause 5.2(i)], Additional [as per clause 5.1.3, 5.1.4] and Financial [as per clause 5.3(i)(a), 5.3(i)(b), 5.3(ii)]
4.1	Value of Qualified Technical Requirement as per 5.2(i) of IFB	Lead Partner: .....MMT Partner -1: .....MMT Partner -2: .....MMT
5.	We have enclosed Consortium Agreement duly signed & stamped by the authorized signatory of each Consortium firm as per the format (Form-5) provided in the bidding document at section-V(B)	*Yes /*No

* Strike-off whichever not applicable

(ii) **Table-2:**

We, M/s [Name of the *lead partner/ *partner of the consortium] as a *Coal Mine Owner/ *Holding Company of the Coal Mine Owner/*Trading Company undertake that our lead partner meet on our own independently at least 40% of the technical qualification criteria stipulated at *Cl.5.2(i) of the IFB(Section-I) and we meet at least 40%* or 25%* of the financial criteria mentioned at Clause 5.3(i)(a) and 5.3(i)(b) of the IFB (Section-I) (40% applicable in case of lead partner and 25% applicable in case of partner). The details of which are as under:		
Sl. No.	Particulars	Bidder's Declaration
1.	*Lead Partner's / *Partner's Detail as a *Coal Mine Owner/ *Holding Company of the Coal Mine Owner/ *Trading Company:	
	In case the Lead Partner's / Partner's is a *Coal Mine Owner:	
	Name of the Coal Mine Owner	
	Address	
	Tel No. Fax No. Email id.	
	In case the Lead Partner's / Partner's is *Holding Company of the Coal Mine Owner:	
	Name of the Holding Company	
	Address	
	Tel No. Fax No. Email id.	
	Name of the Coal Mine Owner	
Address		
Tel No. Fax No. Email id.		

ATTACHMENT-3A2

	Applicable Company Act establishing holding Company of relationship with the Coal Mine Owner				
	The Organogram of the Coal Mine Owner and Holding Company and the relevant document for the relationship				
	In case the Lead Partner's / Partner's is a *Trading Agency				
	Name of the Trading Agency				
	Address				
	Tel No. Fax No. Email id.				
2.	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.1	Client's detail				
	Name				
	Address				
	Tel No. Fax No. Email id.	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
	Bidder's (i.e. consortium members') Year of Registration				
	In support of the above, we have enclosed Certificates of Incorporation or Registration of members of consortium.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)	*Yes/ *No (Enclosed at Annexure... To this Attachment)
	Bidder's (i.e. consortium members') Number of Arbitration against RNPL				
2.2	Period of individual reference work of as per 5.2(i) of IFB. [Applicable for Coal Mine Owner or Holding Company of the Coal Mine Owner]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY to DD/MM/YYYY)
2.4	POA/ LOA/ Contract Reference No.				
2.5	Supplied/Exported thermal coal Quantity (MMT)				

ATTACHMENT-3A2

2.6	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain the name of the bidder i.e. name of any one of the consortium partner as supplier/shipper, bidder will have to submit commercial invoice as a supporting document.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
*2.7	Period of thermal coal Sale Contract as per 5.2(i) of IFB [Applicable for Trading Company]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
*2.8	POA/ LOA/ Contract Reference No.				
*2.9	Thermal Coal Quantity (MMT)				
*2.10	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain the name of the bidder i.e. name of any one of the consortium partner as supplier/shipper, bidder will have to submit commercial invoice as a supporting document.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
*2.11	Period of thermal coal sales Contract as per 5.2(i) of IFB [Applicable for Trading Company]	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)	..... To (From DD/MM/YYYY Y to DD/MM/YYYY Y)
*2.12	POA/ LOA/ Contract Reference No.				

ATTACHMENT-3A2

*2.13	Thermal Coal Quantity (MMT)				
*2.14	In support of the above, we have enclosed Experience certificate from *Purchaser/ *Client, along with all bill of lading for the total quantity supplied. If any bill of lading does not contain our name as supplier/shipper, we have enclosed relevant commercial invoice as a supporting document of bill of lading.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
*2.15	Attachment of MoU/Supporting Letter as per 5.2(i)(b)	*Yes/ *No			
<p>Remarks: Bidder is requested to fill up 2.2 to 2.6 in case of Coal Mine Owner or Holding Company of the Coal Mine Owner and to fill up 2.7 to 2.15 as necessary in case of Trading Agency-</p> <p><i>Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required) and technical criteria (if required for meeting the technical criteria for Lead partner and consortium partner to collectively meet technical criteria mentioned at Cl. 5.2 (i) and additional criteria mentioned at Cl. 5.1.3 and 5.1.4). Bidders to fill these details in the table as required in the table.</i></p>					

(iii) Table-3

We, M/sand M/s..... [Name of the partner of the consortium] undertake that we independently on our own meet at least 25% of the financial criteria mentioned at Clause 5.3(i)(a) and 5.3(i)(b) of the IFB (Section-I), We are furnishing the details at Attachment-3B-2

**Strike off whichever is not applicable.*

NOTE:

Following documents shall be enclosed by the Bidder:

1. Bidder must enclose Consortium Agreement duly signed and stamped by the authorized signatory of each Consortium firm as per the format provided in the bidding document at Section-V(B), (enclose power of attorney in favour of each authorized signatory). Consortium Agreement is to be enclosed with the Technical Proposal Letter as per the format provided in Section-V(B).
2. Client's Certificate of each reference mentioning name and contact details of the responsible person at Client's organization, so as to facilitate verification of information.
3. Bidders must furnish all relevant document pertaining to each reference and the same shall be appropriately referred to and placed in such a manner that there shall be correlation of each data required for fulfillment of the respective QR and this shall corroborate the Bidder's experience.

ATTACHMENT-3A2

4. In case of Joint Venture experience or Consortium experience of the bidder, bidder shall furnish experience certificate from purchaser/ its client (clearly mentioning bidder's scope of works, bidder's (%) of share in the Joint Venture or Consortium) along with all bill of lading for the total quantity supplied. If any bill of lading does not contain the name of the bidder i.e. name of any one of the consortium partner as supplier/shipper, bidder will have to submit commercial invoice as a supporting document. Only supply/export experience from the work scope mentioned in experience certificate will be considered.
5. *Any additional information deemed useful for evaluation purpose.*

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Seal).....

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026.

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant

[Qualification Data- Financial as per Clause 5.3(i)(a), 5.3(i)(b) and 5.3(ii) of IFB (Section-I)]

[Bidder as Individual firm as per Clause 5.1.1 of IFB (Section-I)]

*[Please fill the table appropriately with the data from the **Audited Financial Statements** of preceding three (3) Financial Years and submit the Audited Financial Statements of the preceding three (3) Financial Years to meet the requirement of Cl. 5.3(i)(a), 5.3(i)(b) & 5.3(ii) of the IFB. Information of **Line of Credit** should be fill up according to the Letter of Commitment issued by Bank]*

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

We are furnishing following details along with supporting Financial Statements:

Sl. No.	Particulars	Data/Details
1.	Name of the Bidder	
2.	Whether Bidder meets the QR Criteria of 5.3(i)(a) and 5.3(i)(b) on its own (a) or takes strength of its *Holding Company/ *Subsidiary Company/ *Joint Venture Company (b) , to meet the Qualifying Requirement as an individual company. <i>(State (a) or (b) and in case answer is (b) then bidder necessary required to provide details at Sl. No. 6 to 10 of the related party from which bidder takes strength to meet the QR)</i>	<p>QR Criteria of 5.3(i)(a) of IFB (Section-I):</p> <p>(a) *On its Own,</p> <p>or</p> <p>(b) *or upon deriving strength from Related Party M/s.....</p> <p>QR Criteria of 5.3(i)(b) of IFB (Section-I):</p> <p>(a) *On its Own,</p> <p>or</p> <p>(b) *or upon deriving strength from Related Party M/s.....</p>
3.	Business Description	
4.	Financial Particulars of the Bidder	Financial Data
(i)	Annual Turnover of the preceding three Financial years	Turnover (in USD Million)
	Financial Year	

	Financial Year							
	Financial Year							
	Average Annual Turnover for the preceding three (3) Financial Years (as per Cl. 5.3(i)(a) of IFB)							
(ii)	Liquid Asset of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Liquid Asset (in USD Million) (when this option is chosen)						
	Financial Year							
(iii)	Working Capital of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Working Capital (in USD Million) (when this option is chosen)						
	Financial Year							
(iv)	Line of Credit (as per Cl. 5.3(i)(b) of IFB)	Details of Line of Credit (when this option is chosen)						
	Name of the Bank							
	Details of the Bank (a) Address (b) Tel No. (c) Fax No. (d) E-mail id.							
	Credit Commitment No.							
	Date of issue							
	Amount of Credit (in USD Million)							
(v)	Net worth to Paid-up Share Capital ratio as on the last day of the preceding Financial Year (as per Cl. 5.3(ii) of IFB)	<table border="1"> <tr> <td>Net worth</td><td>USD.....Million</td></tr> <tr> <td>Paid up share capital</td><td>USD.....Million</td></tr> <tr> <td>Ratio of Net worth to Paid-up Share Capital</td><td></td></tr> </table>	Net worth	USD.....Million	Paid up share capital	USD.....Million	Ratio of Net worth to Paid-up Share Capital	
Net worth	USD.....Million							
Paid up share capital	USD.....Million							
Ratio of Net worth to Paid-up Share Capital								
5.	Not used							
6.	*The below table of Attachment-3B-1 is required to be furnished by only such Bidder who takes strength of its related party as per Clause 5.4(ii) and Clause 5.4(iv) of IFB (Section-I).							
	Name of the Related Party							
7.	State relationship of the Related Party with the Bidder (as per Clause 5.4(iv))							
8.	Supporting Document along with relationship tree with the bidder are Annexed at							
9.	Financial Particulars Related Party	Financial Data						
(i)	Annual Turnover in the preceding three Financial years	Turnover (in USD Million)						

	Financial Year							
	Financial Year							
	Financial Year							
	Average Annual Turnover in the preceding three (3) Financial Years							
(ii)	Liquid Asset of latest Financial year (as per Cl. 5.3(i)(b) of IFB) Financial Year	Liquid Asset (in USD Million) (when this option is chosen)						
(iii)	Working Capital of latest Financial year (as per Cl. 5.3(i)(b) of IFB) Financial Year	Working Capital (in USD Million) (when this option is chosen)						
(iv)	Net worth to Paid-up Share Capital as on the last day of the preceding Financial Year	<table border="1"> <tr> <td>Net worth</td> <td>USD.....Million</td> </tr> <tr> <td>Paid up share capital</td> <td>USD.....Million</td> </tr> <tr> <td>Ratio of Net worth to Paid-up Share Capital</td> <td></td> </tr> </table>	Net worth	USD.....Million	Paid up share capital	USD.....Million	Ratio of Net worth to Paid-up Share Capital	
Net worth	USD.....Million							
Paid up share capital	USD.....Million							
Ratio of Net worth to Paid-up Share Capital								
10.	A certificate as per the format at Appendix-III to Attachment-3B-1 from the related party i.e. required to be submitted by the Applicant along with their Bid for meeting the stipulated Qualifying Requirement as mentioned in the IFB.							
11.	Not used							

**Strike off whichever is not applicable*

Note:

1. *In case an Individual firm taking strength of its Related Party, the Related Party shall be either Holding Company or Subsidiary Company or Joint Venture Company. In the event the Bidder seeks to draw strength from its Joint Venture Company, the Bidder should necessarily be holding a minimum of 34% of voting equity in such Joint Venture company.*
2. *Deed of Joint Undertaking (DJU), jointly executed by the authorized representative of the Bidder and its *Holding Company / *Subsidiary Company / *JV Company, as may be applicable, as per the proforma prescribed in Section-V(B) of the Bidding Document.*
3. *Bidders must furnish Audited Financial Statements of the preceding three (3) Financial Years as mentioned above. If Line of Credit option is chosen, the Letter of Commitment should be fill up by Bank according to the prescribed format provided in Section-V(B)*
4. *Any additional information deemed useful for evaluation purpose.*

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Seal).....

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026.

Name of Contract: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

[Qualification Data- Financial as per Clause 5.3(iii) of IFB (Section-I)]
[Bidders as Consortium of firms as per Clause 5.1.2 of IFB (Section-I)]

[Please strikethrough (*) whichever is not applicable and fill the table appropriately with the data from the **Audited Financial Statements** of preceding Three (3) Financial Years and submit the Audited Financial Statements of preceding Three (3) Financial Years of each partners to meet the requirement mentioned at the Cl. 5.3.(iii) of the IFB(Section-I) of the Bidding Document. Information of Line of Credit should be fill up according to the Letter of Commitment issued by Bank]:

We as the Lead Partner of the 'Consortium' are furnishing declarations of financial data on behalf of all the **partners of the Consortium** along with Audited Financial Statement as per following:

Lead Partner of the Consortium:

We, M/s [Name of the lead partner of the consortium] undertake that we independently on our own meet at least 40% of the financial criteria mentioned at Clause 5.3(i)(a) and 5.3(i)(b) of the IFB (Section-I)		
Sl. No.	Particulars	Declaration by the Bidder
1.	Name of the Lead Partner of the Consortium	
2.	Business Description	
3.	Turnover of the preceding three Financial years	Turnover (in USD Million)
	Financial Year	
	Financial Year	
	Financial Year	
	Average Annual Turnover for the preceding three (3) Financial Years as mentioned above (as per Cl. 5.3(i)(a) of IFB)	
4.	Liquid Asset of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Liquid Asset (in USD Million) (when this option is chosen)
	Financial Year	
5.	Working Capital of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Working Capital (in USD Million) (when this option is chosen)
	Financial Year	
6.	Line of Credit (as per Cl. 5.3(i)(b) of IFB)	Details of Line of Credit (when this option is chosen)
	Name of the Bank	
	Details of the Bank (a) Address (b) Tel No. (c) Fax No. (d) E-mail id.	
	Credit Commitment No.	

	Date of issue		
	Amount of Credit (in USD Million)		
7.	Net worth/Paid-up Share Capital as on the last day of the preceding financial year (as per QR Clause 5.3 (iii) of the IFB)	Net worth	USD.....Million
		Paid up share capital	USD.....Million
		Ratio of Net worth/Paid-up Share Capital	

Partner-1 of the Consortium

We, M/s [Name of the partner of the consortium] undertake that we independently on our own meet at least 25% of the financial criteria mentioned at Clause 5.3(i)(a) and 5.3(i)(b) of the IFB (Section-I)

Sl. No.	Particulars	Declaration by the Bidder				
1.	Name of the Consortium Partner					
2.	Business Description					
3.	Turnover of the preceding three Financial years	Turnover (in USD Million)				
	Financial Year					
	Financial Year					
	Financial Year					
	Average Annual Turnover for the preceding three (3) Financial Years as mentioned above (as per Cl. 5.3(i)(a) of IFB)					
4.	Liquid Asset of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Liquid Asset (in USD Million) (when this option is chosen)				
	Financial Year					
5.	Working Capital of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Working Capital (in USD Million) (when this option is chosen)				
	Financial Year					
6.	Line of Credit (as per Cl. 5.3(i)(b) of IFB)	Details of Line of Credit (when this option is chosen)				
	Name of the Bank					
	Details of the Bank (a) Address (b) Tel No. (c) Fax No. (d) E-mail id.					
	Credit Commitment No.					
	Date of issue					
	Amount of Credit (in USD Million)					
7.	Net worth/Paid-up Share Capital as on the last day of the preceding financial year (as per QR Clause 5.3(iii) of the IFB)	<table> <tr> <td>Net worth</td><td>USD.....Million</td></tr> <tr> <td>Paid up share capital</td><td>USD.....Million</td></tr> </table>	Net worth	USD.....Million	Paid up share capital	USD.....Million
Net worth	USD.....Million					
Paid up share capital	USD.....Million					

We, M/s [Name of the partner of the consortium] undertake that we independently on our own meet at least 25% of the financial criteria mentioned at Clause 5.3(i)(a) and 5.3(i)(b) of the IFB (Section-I)			
Sl. No.	Particulars	Declaration by the Bidder	
		Ratio of Net worth/Paid-up Share Capital	

Partner-2 of the Consortium:

We, M/s [Name of the partner of the consortium] undertake that we independently on our own meet at least 25% of the financial criteria mentioned at Clause 5.3(i)(a) and 5.3(i)(b) of the IFB (Section-I)			
Sl. No.	Particulars	Declaration by the Bidder	
1.	Name of the Consortium Partner		
2.	Business Description		
3.	Turnover of the preceding three Financial years	Turnover (in USD Million)	
	Financial Year		
	Financial Year		
	Financial Year		
	Average Annual Turnover for the preceding three (3) Financial Years as mentioned above (as per Cl. 5.3(i)(a) of IFB)		
4.	Liquid Asset of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Liquid Asset (in USD Million) (when this option is chosen)	
	Financial Year		
5.	Working Capital of latest Financial year (as per Cl. 5.3(i)(b) of IFB)	Working Capital (in USD Million) (when this option is chosen)	
	Financial Year		
6.	Line of Credit (as per Cl. 5.3(i)(b) of IFB)	Details of Line of Credit (when this option is chosen)	
	Name of the Bank		
	Details of the Bank (a) Address (b) Tel No. (c) Fax No. (d) E-mail id.		
	Credit Commitment No.		
	Date of issue		
	Amount of Credit (in USD Million)		
7.	Net worth/Paid-up Share Capital as on the last day of the preceding financial year (as per QR Clause 5.3(iii) of the IFB)	Net worth	USD.....Million
		Paid up share capital	USD.....Million
		Ratio of Net worth/Paid-up Share Capital	

Note:

1. *Bidders must furnish Audited Financial Statements of the preceding three (3) Financial Years as mentioned above.*
2. *Bidder must enclose Consortium Agreement duly signed & stamped by the authorized signatory of each Consortium firm as per the format provided in the bidding document at Section-V(B), (enclose PoA of each authorized Signatory). Consortium Agreement (Form-5) is to be enclosed with the Technical Proposal Letter as per the format provided in Section-V(B). If Line of Credit option is chosen, the Letter of Commitment should be fill up by Bank according to the prescribed format provided in Section-V(B).*
3. *Any additional information deemed useful for evaluation purpose.*

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Seal).....

Not Used.

Not used.

Not for Submission

**PROFORMA OF LETTER OF UNDERTAKING
(To be submitted by the Bidder along with the Bid)**

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

Dear Sirs,

- 1.0 We, M/s..... declare that we are the
##company of M/s..... (Name of the Bidder).

M/s. (Name of the Bidder) proposes to submit the Bid for the package..... (Name of the subject package) for..... (Name of the Project) under IFB no. Dated and have sought to rely on and derive financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per clause 5.3(i)(a) and/or 5.3(i)(b) of the IFB.

- 2.0 We hereby undertake to pledge our unconditional and irrevocable financial support for the execution of the said package to M/s. (Name of the Bidder), in case they are awarded the Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract, including providing the Performance Security as well as other obligations of the Bidder/Contractor. We hereby undertake that our relationship status with the Bidder shall be maintained for a lock-in period of entire duration of the contract.

- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire Contract and/or until discharged thereof is provided by **RNPL**.

**APPENDIX-III
TO ATTACHMENT-3B-1**

4.0 We are herewith enclosing a copy of the Board Resolution of M/s in support of this undertaking.

(Signature of Authorized Signatory)

Date: (Name & Designation)

Place:
.....

(Name of the *HOLDING COMPANY'/*SUBSIDIARY
COMPANY' / *JV COMPANY')
.....

(Seal of the *HOLDING COMPANY'/*SUBSIDIARY
COMPANY'/*JV COMPANY')
.....

Note: ##Mention relationship i.e. *HOLDING COMPANY'/ *SUBSIDIARY COMPANY' / *JV COMPANY' with the Bidder)

*Strikeout whichever is not applicable.

Not used.

Not Used.

Not for Submission

Not Used.

Not for Submission

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

(Technical Solution and Data)

(Bidder has to mandatorily give details of a minimum three mines and fill all the data mandatorily meeting the Specification requirement)

(For approval of mine, the data declared under Table 1 and other details as deemed necessary of the Coal mine may be verified at the sole discretion of **RNPL**, the supply of coal will take place from approved coal mines only. Bidders are advised to refer to the relevant provisions in this regard stipulated in the Bidding Document.)

Bidder's Name & Address:

To,
 Company Secretary
 RPCL-NORINCO INTL POWER LIMITED
 Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
 Khilkhet, Dhaka 1229, Bangladesh.

Dear Sirs,

We furnish the following as a part of our Technical Proposal for the subject mentioned work:

(Bidder has to give details of not more than three mines. At least one mine have to meet all Coal Quality Specification of the below mentioned Table-1)

For approval of mine, the data declared hereunder the table and other details as deemed necessary of the Coal mine shall be verified. The supply of coal will take place from these designated coal mines only after approval.

Table-1 (Coal Mine Details)

Sl. No.	Description	Unit of Measure (UOM)	Acceptable Range	Mine-1	Mine-2	Mine-3
1	Details of Coal Mine(s)					
a.	Name of the designated coal mine					
b.	Source Country					
c.	Mine Address					
d.	Owner Of the coal Mine along with address.					
e.	Mining Permission (Enclose a copy issued by the appropriate government Authority / statutory authority including reference to Expiry date)		Yes, enclosed	(Enclosed at Appendix- to this attachment)	(Enclosed at Appendix- to this attachment)	(Enclosed at Appendix- to this attachment)
f.	Export Permit and license (Enclose a copy issued by the appropriate government Authority / statutory		Yes, enclosed	(Enclosed at Appendix- to this	(Enclosed at Appendix- to this attachment)	(Enclosed at Appendix- to this attachment)

	authority including reference to Expiry date)			attachmen t)		
g.	Annual Production Capacity	MMTPA				
h.	Extractable Reserve of Coal Mine meeting Coal quality parameter specified at Sl. No. 2	MMT				
i.	Intended quantity to be supplied under this contract from each mine.	MMT	Sum-total shall not be less than specification requirement of 1.50 MMT \pm 25%			
j.	Available production capacity per annum for RNPL's consumption (not committed to any other customer)	MMTPA				
o.	Availability of laboratory for Coal quality testing. Indicate facility details	Yes/No				
p.	Coal loading port information			(Enclosed at Appendix I to this attachmen t)	(Enclosed at Appendix I to this attachment)	(Enclosed at Appendix I to this attachment)
q.	Coal Mine Company Profile (if any)					
2.	Coal Quality Parameters of designated coal mines	Unit	Value	Range (Min-Max)	Range (Min-Max)	Range (Min-Max)
a.	Gross calorific value (As Received Basis)	Kcal/kg	5000 (Base) 4800 Min – – –
b.	Total moisture (As Received Basis)	%	28 (Base) 32.2 (Max.) – – –
c.	Ash content (As Received Basis)	%	9 (Base) 12.6 (Max.) – – –
d.	Volatile Matter (Air Dried Basis)	%	38.58 (Base) 20-43			

e.	Total Sulphur (As Received Basis)	%	0.8 (Base) 0.9 (Max.) – – –
f.	HGI	Points	54 (Base) 48 Min – – –
g.	Ash Fusion Temperature (Reducing Initial Deformation)	°C	1320 (Base) 1240 Min – – –
h.	Ash Fusion Temperature (Reducing Spherical)	°C	1380 (Base) 1280 Min – – –
i.	Coal Size below 2mm	%	25(Base) 35 (Max) – – –
j.	Coal Size above 50mm	%	10.00 Max (over 300 mm is not allowed) – – –
k.	Inherent Moisture (Air Dried Basis)	%	25 Max			
l.	Fixed Carbon (Air Dried Basis)	%	30-55 – – –
m.	Carbon (Dry, Ash free)	%	45 Min – – –
n.	Hydrogen (Dry, Ash free)	%	7.0 Max – – –
o.	Oxygen	%	20 Max – – –
p.	Nitrogen (Dry, Ash free)	%	1.5 Max			
q.	SiO ₂ (Dry basis)	%	68.0 Max			
r.	Al ₂ O ₃ (Dry basis)	%	30 Max			
s.	TiO ₂ (Dry basis)	%	0.72-1.25			
t.	Fe ₂ O ₃ (Dry basis)	%	18 Max			
u.	CaO (Dry basis)	%	1.25-6.96			
v.	MgO(Dry basis)	%	0.85-2.41			
w.	Na ₂ O+0.66* K ₂ O (Dry basis)	%	0.49-4.48			
x.	Others (Dry basis)	%	5.06 Max			
i.	* Recent report(s) (at least 2) not older than 12 months from the date of opening of Technical Proposal on Coal & Ash Quality parameters (Proximate and Ultimate Analysis) from an internationally accredited inspection (testing) agency needs to be submitted along with the Technical Proposal. The above-mentioned proposed coal quality specification has to be supported by these two (2) submitted recent test report(s).					

- ii. The eight (8) specifications (Sl. No. 1-8 of the above-mentioned table) of the coal from Coal Quality Specifications will be evaluated during technical evaluation. The bid will be rejected for coal quality specification only if any parameter from Sl. No. 1-8 of the above-mentioned table found to be beyond Acceptable Range during evaluation.
- iii. In the event of any disparity between the above-proposed coal specification and the results from test reports as per attachment, the value that confers less advantage to the bidder during the evaluation process will prevail.
- iv. If there is a tie of evaluated price among two or more bidders and those bidders have proposed multiple mines, then for the purpose of evaluation to find out superior coal quality, most disadvantageous GCV among the multiple mines of a bidder will be compared with the most disadvantageous GCV among the multiple mine of other bidder. If needed then to break the tie of evaluated price, in this method most disadvantageous AFT, ash, total sulphur and total moisture will be compared in sequence between the bidders to find out the superior coal quality.
- v. In case, the sample of the attached test report reports has not been taken from the proposed coal mine or the name of the proposed coal mine is not mentioned as source of sample in the attached lab analysis reports, the lab analysis reports will be considered as invalid and the tender could be rejected.

Note:

1. It is certified that the coal will be supplied from single mine and without any blending.
2. In case, the bidder proposes multiple coal mines, all coal mines should be from the same Country of Origin.
3. It is certified that the coal supply under this contract shall be within the required range as per the Technical Specification as mentioned in above.

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal)

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

Dear Sirs,

- 1.0 We, M/s..... declare that we are the
company of M/s..... (Name of the Bidder).

M/s. (Name of the Bidder) proposes to submit the Bid for the package..... (Name of the subject package) for..... (Name of the Project) under IFB no. Dated and declare that, if awarded, as Supplier we shall provide to the Purchaser a safe berth/anchorage facility or area at the Loading Port where the Vessel can when fully laden safely reach and safely leave and where the Vessel can always lie safely afloat during loading. As Supplier, we guarantee that it can and will accept Vessels onto the berth/anchorage and into the Loading Port safely, if not specified therein, with the maximum beam, LOA and maximum draft of the Vessel alongside the berth/anchorage, and when sailing to leave the port, which is customary for the port/point of shipment. As Supplier, we shall indemnify the Purchaser in respect of all liabilities, losses, costs, expenses, claims demands or proceedings suffered or incurred by the Purchaser as a result of any breach of such guarantee.

We hereby furnish the following loading port information as per requirement of Attachment 4 of Technical Proposal Submission Letter:

Loading Port			
Location			
Coordinates			
Berth Length			
Berth Depth			
Channel Depth			
Maximum Permissible Vessel Limit			
LOA			
Breadth			
D.W.T.			
Draft			
Air Draft			
Permissible Vessel Type			
Shiploader(s)			
No & Type			
Capacity			
Outreach			

APPENDIX I to ATTACHMENT 4

Clean Height			
Travel Distance			
Vessel de-ballasting rate			

Date:

(Signature)

(Printed Name)

(Designation)

(Company Seal)

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: **Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.**

(Certificate of Compliance with all provisions of Bidding Document)

Bidder's Name & Address:

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road
21, Nikunja 2, Khilkhet, Dhaka 1229,
Bangladesh

Dear Sirs,

1. With reference to our Bid Proposal No. dated..... for the **Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**, pursuant to Bidding Document No: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026, we hereby confirm that we have read and understood the the provisions of the Bidding Document(s), and the same are acceptable to us, and further undertake that we have not made any deviation in this regard in our Technical Offer and Financial Offer from the stipulations contained in the Bidding Document(s).
2. We further confirm that in case any deviation from the stipulations of the Bidding Document(s) are found anywhere in our Bid, express or implied, the same shall stand unconditionally withdrawn, without any cost implication whatsoever to RNPL, failing which the bid submitted by us shall be considered as non-responsive and liable to be rejected.
3. We further confirm that we have furnished the Financial Proposal in line with the requirements of the Bidding Document(s). We further confirm that if our statement is found to be incorrect, or otherwise is a misrepresentation or fraudulent, our bid shall be liable to be rejected.

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

(Part-1)

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: **Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.**

(Details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards)

To,
 Company Secretary
 RPCL-NORINCO INTL POWER LIMITED
 Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
 Khilkhet, Dhaka 1229, Bangladesh

Dear Sirs,

1. We hereby confirm that we do not anticipate and shall not effect any change in ownership during proposed period of execution of the Services in respect of the Contract (and in the event such a change is anticipated or proposed to be effected, the scope and effect thereof shall be defined and intimated to RNPL, and shall be subject to its written approval). The relevant document for same is enclosed at Annexure..... to this Attachment-7 (Part-I).
2. We, further, furnish adequate write-up on:
 - (a) Our Organization Structure for Management of Services Enclosed at Annexure.....
 - (b) Our compliance with Health, Safety, and Environment Quality Standards Enclosed at Annexure.....

Date:	(Name of the	.....
Place:	Authorized Signatory	
	& Designation)	
	(Name of the	.....
	Company).	
	(Seal of the	.....
	Company)	

(Part-2)

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

(Details of ongoing Assignments)

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

Dear Sirs,

We, _____, the Bidder, are presently executing the ‘Supply of Coal as a Coal Mine Owner’ for the Clients and Projects, details of which are mentioned as follows:

(*Strike off whichever is not applicable)

Sl. No.	Name of Client	Name and Location of Project	Nature of Work	Other relevant details
1.				
2.				
3.				
4.				

Date:

Place:

SUB-PART: A2-(Financial Proposal Form and Attachments)

FINANCIAL PROPOSAL SUBMISSION LETTER

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

Sir,

Proposal No. Date:

1. Having examined the Bidding Document(s) bearing no. **PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026**; including subsequent amendments and clarifications..... issued thereto, if any (insert numbers), the receipt of which is hereby acknowledged, we, the undersigned, offer to provide the Services as per the Scope of Work and terms and conditions stipulated in the Bidding Document(s) for the above-named package in full conformity with the said Bidding Document(s), as per the prices quoted at Attachment-1P to this submission letter.

2. **Attachments to the Proposal Form (Financial):**

In line with the requirement of the Bidding Document(s), we enclose herewith the following Attachments to the Bid Form:

(a) **Attachment-1P: Price Schedule** We have quoted the price for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant on a FOB basis (Free on Board) as per the Specifications of the Coal mentioned in the Bidding Document(s) in accordance to the provision stipulated at ITB Clause 5.5 and as furnished in the Attachment.

(b) Such other Attachments as required to be submitted with the Financial Proposal in accordance with the Bidding Document(s), are attached as below:

[Bidder may specify]

2.1 We understand and hereby accept that the Price Factor (F) offered by us at its designated place, i.e. at para 1.0 of Attachment-1P shall only be read aloud and recorded at the Financial Proposal Opening and shall be considered in Financial Proposal Evaluation.

2.2 We are aware and acknowledge that the Price Schedule does not generally give a full description of the Services to be performed under each line item, however, the Contract Price quoted by us is in consideration of and towards the entire scope of Services required under the Contract. We understand and acknowledge that it shall be deemed that we have read the Technical Specifications, Drawings, Conditions of Contract and other sections of the Bidding Document(s), to ascertain the full scope of work in respect of the Services and the same have been considered and included in each price item while filling in the rates and prices, with regard to the Contract Price. We agree that the rates and prices reflected in the Price Schedule shall be deemed to in respect of and inclusive of the full scope work in respect of the Services as aforesaid, including applicable overheads and profit.

ATTACHMENT-Sub Part-A2 (1)

- 2.3 We understand that in the Price Schedule, where there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub- totals and the total price, (even in case of carry forward of prices), the unit or sub-total price shall prevail and the total price shall be corrected accordingly. We further understand that where there is discrepancy between the amounts stated in figures and the corresponding amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.
- 2.4 We hereby agree that in case we do not indicate the price for any component(s) in the Price Schedule (**Attachment-1P**), in that case the price for such component(s) shall be considered included in the prices for other components for the purpose of evaluation in line with ITB Clause 5.5. We hereby also agree that in case we do not indicate price for all the components or the price components indicated are not in a manner as stipulated in ITB Clause 5.5, the price of the components shall be worked out by RNPL in line with the stipulations of ITB Clause 5.5 for the purpose of price adjustment and payment during actual supply, in case of award.
3. We have read the provisions of Bidding Document(s) regarding Taxes and Duties, and hereby confirm that except as otherwise specifically provided in the Bidding Document, we have included in our bid price in Attachment-1P and shall bear and pay all taxes, duties, levies and charges assessed on us and our employees by all municipal, state or national government authorities in connection with the delivery of coal to **RNPL**,
4. We confirm that the bid price quoted in the Financial Proposal shall be exclusive of VAT, duties, levies, port dues, tug charge, river dues, pilotage fee, light dues, berthing charges, unberthing charges, and berth hire fees in Bangladesh payable at import stage to the Government Authority in performance of the Services/ Work under the contract as applicable in Bangladesh, which shall be to the account of the RNPL. Further, RNPL shall not deduct Value Added Tax (VAT) from the payment due to the contractor but RNPL/Bank shall deduct Income Tax (AIT/TDS) from the payment due to the contractor/beneficiary (if applicable). VAT shall be borne by RNPL and shall be paid directly to the concerned authorities.
- 4.1. We understand that notwithstanding anything stated in this clause 3 herein, the liability and payment of taxes in relation to the Services shall be as set forth in the ITB clause 5.7.
5. We undertake, if our bid is accepted, to commence all the necessary actions immediately upon issuance of your Letter of Intent (LOI)/ Notification of Award (NOA), and to put in place, the work and Services as are required to deliver the Coal as per the Contract, on single point responsibility basis, within the timelines specified in the Bidding Document(s).
- 5.1. If our bid/ proposal is accepted, we undertake to provide Performance Securities, and other payment securities in the form and amounts and within the timelines specified in the Bidding Document(s).
6. We agree to abide by this Financial Proposal for a **period 180 days from** the date of opening of Technical Proposal as stipulated in the Bidding Document(s), unless otherwise extended, and it shall remain binding on us and may be accepted by you at any time before the expiration of the stipulated period.
7. Until a formal Contract is prepared and executed between us, this proposal, together with your written acceptance thereof in the form of your Notification of Award, shall constitute

ATTACHMENT-Sub Part-A2 (1)

a binding contract between us.

8. We understand that you are not bound to accept the lowest or any other bid you may receive.
9. We, hereby, declare that only the persons or firms interested in this proposal as principals are named herein and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, and that this proposal is made without any connection with any other person, firm or partly similarly submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this.....day of.....20.....

Thanking you, we remain,

Yours faithfully,

Date:
(Signature).....

Place:

(Printed Name).....
(Designation).....
(Seal).....

Business Address:

Country of Incorporation (Province also to be indicated):

Mobile No:

Fax No:

Phone No:

Email ID:

IFB No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Name of Package: Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant.

(Price Schedule)

Bidder's Name & Address:

To,
Company Secretary
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road
21, Nikunja 2, Khilkhet, Dhaka 1229,
Bangladesh

Dear Sirs,

- 1.0 We hereby quote the following as our Bid Price, considering the complete scope of work, specifications and terms and conditions of the Bidding Document(s) for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant on a FOB basis (Free on Board) having base parameters specified at sl. no. 2.0 below and in other sections of the Bidding Document(s). Our coal price is linked to ICI3 Index (5000 GAR) published by Argus Media for Coal supply.

Bid Price (in USD/MT), $P = (ICI\ 3) + \text{Price Factor (F)}$

Where,

ICI 3 = Value of ICI 3, 5000 GAR published by Argus Media on last Friday 28 (twenty-eight) days prior to the date of opening of technical proposal. If the index is not published for that period, the most recent preceding published index shall be used.

Price Factor (F): Bidder to provide plus or minus figure as Price Factor (F) which shall be applicable to derive Coal FOB Price. For example, if “F” is premium of \$1 then please mention it as “plus \$1.00” and if it is discount of \$1 then please mention it as “minus \$1.00”.

Sl. No.	Description	ICI 3 Price (USD/MT)	Price Factor (F) (USD/MT)	Coal FOB Price (USD/MT)	Country of Origin of Coal
1	2	3	4	5=3+4	
1.	Coal FOB Price	(in figures)....	(in figures)....	(in figures)....	
		(in words).....	(in words).....	(in words).....	

- 2.0 We hereby confirm that for quoting the Bid Price in the Price Schedule, we have considered the following Coal Quality Specification as outlined in Attachment 4-4 of Technical Specification (Section-IV of the Bidding Document):

- 3.0 In line with the stipulations of ITB clause 5.5, we hereby furnish the Bid Price to be quoted in terms of sl. no. 1.0 above, which will be subject to price adjustment during actual supply based on the value of price index. We understand that this Bid Price, will be used for the purpose of evaluation of Financial proposal as per ITB 7.11 and price adjustment during actual supply as per Subsection 7 and 15 of Technical Specification (Section-IV of the Bidding Document).

Sl. No.	Particulars	Price Component	
	PRICE COMPONENTS	Rate (US\$ per MT) (In figure)	Rate (US\$ per MT) (in word)
A	Coal FOB Price (Should be same as sl. no. 1.0 above)		
C=A	Bid Price for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant before unconditional discount, P		

- 4.0 We hereby confirm that for the purpose of adjustment, reference indices shall be in line with the stipulations of the Bidding Document.
- 5.0 We hereby offer an unconditional discount on the Price Factor or Total Bid Price quoted under sl no. 3.0 above:

SI No.	Description	Percentage Discount on 'F'	Percentage of Discount on Total Bid Price (P)
1.	unconditional discount on the Price Factor or Total Bid Price quoted under sl no.2 above:	[In Figures]... [In words]...	[In Figures]... [In words]...

NOTE:

- (i) Except as otherwise specifically provided in the Bidding Document, the Bidder shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of coal to **RNPL's nominated vessel in the country of origin of coal**,
- (ii) In respect of the Taxes and Duties as set out in ITB Clause 5.7, or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of ITB Clause 5.7 or otherwise under the Contract (as applicable).
- (iii) Further, RNPL shall not deduct Value Added Tax (VAT), as may be applicable in Bangladesh, from the payment due to the contractor. VAT shall be borne by RNPL and shall be paid directly to the concerned authorities in Bangladesh. But any Income Tax (AIT/TDS) which is applicable on the payment due to the contractor as per Bangladesh laws, shall be borne by contractor/beneficiary. RNPL/Bank shall deduct that AIT/TDS as per laws (if applicable).
- (iv) the Bid Price (P) shall be inclusive of, and not subject to any increase as a result of, all costs and expenses arising in the production, transport to the Loading Port, sale, delivery to and loading on board the relevant Vessel, and Trimming of the relevant Vessel, as well as all Taxes that any Government Instrumentality of the Country of Origin may impose on the sale or purchase of any Shipment to or by the Purchaser or on the Supplier in relation to any of the foregoing.

- (v) The quoted Contract Price is also inclusive of costs towards obtaining/ maintaining licenses, permits and inspections required for the work including the cost of securing permits for materials, equipment, supplies and personnel deployed in the Country of Origin of coal, as may be necessary. and the same shall be to the account of the Bidder.
- (vi) RNPL shall have the right to correct arithmetical errors and wrong input of the ICI 3 value derived from the ICI 3 index as per the ITB Clause 7.8 and ITB Clause 7.9.

SECTION-V

BID AND CONTRACT FORMS

PART-B (Contact Forms and Proforma)

INDEX

Sl. No.	Form No.	Purpose of Proforma
1.	Form-1	Proforma for Bank Guarantee for Bid Security
2.	Form-2	Proforma for Bank Guarantee for Performance Security
3.	Form-3	Proforma for Letter of Commitment for Bank's Undertaking for Line of Credit
4.	Form-4	Deed of Joint Undertaking
5.	Form-5	Consortium Agreement
6.	Form-6	Notification of Award
7.	Form-7	Contract Agreement

(Form-1)**Proforma for 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 IFB Clause]***

Invitation for Bid No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026;

To

Company Secretary

Coal Power Generation Company Limited (RNPL)

Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh

BID GUARANTEE No.:

We have been informed that [insert name of Bidder¹] (hereinafter called “**the Bidder**”) intends to submit to you its Bid dated [insert date of Bid] (hereinafter called “**the Bid**”) for **Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**, under the above Invitation for Bid (hereinafter called “**the IFB**”).

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

At the request of the Bidder, we [insert name of bank] 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 / BDT [insert amount in figures and in words], upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- a. has withdrawn its Bid after opening of Bids but within the validity of the Bid; or
- b. has submitted forged document in support of its qualification; or
- c. refused to accept unconditionally the Notification of Award (“**NOA**”) within the period as stated under Instructions to Bidder (“**ITB**”); or
- d. failed to furnish Performance Security within the period as stipulated in the NOA; or
- e. refused to sign the Contract Agreement by the time specified in the NOA; or
- f. did not accept the correction of the Bid price following the correction of the arithmetic errors in accordance with the ITB; or
- g. has been found to be engaged in corrupt, fraudulent, collusive or coercive practices while competing in the Bidding process.

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 in accordance with the ITB; or

- (b) if the Bidder is not the successful Bidder, twenty-eight (28) days after the expiration of the Bidder's Bid validity period, being [*date of expiration of the Bid validity plus twenty-eight (28) days*].

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal

Not for Submission

(Form-2)

Proforma for Bank Guarantee as Contract Performance Security

*[Performance Security to be issued on non-judicial stamp paper of appropriate value by **an Internationally reputable bank having a correspondent bank located in Bangladesh, to make it enforceable, as stated under relevant ITB Clauses]***

Notification of Award No.:

Date:

To:
Company Secretary
RPCL-NORINCO INTL POWER LIMITED (RNPL)
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of Contractor]* (hereinafter called “**the Contractor**”) has undertaken, pursuant to Notification of Award (NOA) No. *[reference number of award notification]* dated *[date of NOA]* (hereinafter called “**the Contract**”) for **Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**, under the Contract.

Furthermore, we understand that, according to your conditions, Contract must be supported by a performance guarantee.

At the request of the Contractor, we *[name of bank]* hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of USD *[USD in figures and words] or equivalent BDT on the date of claim*, upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal

(Form-3)
Letter of Commitment for Bank's Undertaking for Line of Credit

[This is the format for the Credit Line to be issued by any internationally reputable bank]

Memo No.:

Date:

Invitation for Bid No.: RNPL/1320/2026/0005;

Date: 01-01-2026

Bidding Document No.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026

To:
Company Secretary
RPCL-NORINCO INTL POWER LIMITED (RNPL)
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka 1229, Bangladesh

CREDIT COMMITMENT No: *[insert number]*

We have been informed that *[name of Bidder]* (hereinafter called "the Bidder") intends to submit to you its Bid (hereinafter called "the Bid") for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant, under the above Invitation for Bid (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions, the Bidder's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Bidder, we *[name and address of the Bank]* do hereby agree and undertake that *[name and address of the Bidder]* will be provided by us with a revolving line of credit, in case awarded the Contract, for the Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant, for an amount not less than USD *[Amount in figure]* (*in words*) for the sole purpose of the supply of Coal and related services under the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "**Completion Certificate**" by the Procuring Entity.

In witness whereof, authorised representatives of the Bank have hereunto signed and sealed this Letter of Commitment.

Name and Signature

Name and Signature

Form -4

(Deed of Joint Undertaking)

Not for Submission

(Form-4)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

FORM OF DEED OF JOINT UNDERTAKING FOR THE BIDDER AS INDIVIDUAL COMPANY TAKING STRENGTH FROM ITS *HOLDING / SUBSIDIARY / JOINT VENTURE TO MEET TECHNICAL CRITERIA AS PER IFB CLAUSE 5.2(i) AND/OR THE FINANCIAL CRITERIA MENTIONED AT IFB CLAUSE 5.3(i)(a) OR 5.3(i)(b)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR AND ITS *HOLDING / SUBSIDIARY / JOINT VENTURE LENDING SUPPORT FOR MEETING THE TECHNICAL CRITERIA AS PER IFB CLAUSE 5.2(i)(a) AND /OR FINANCIAL CRITERIA AS PER IFB CLAUSE 5.3(i)(a) OR 5.3(i)(b) FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT.

The **DEED OF JOINT UNDERTAKING** executed on this day ofTwo thousand by M/s a Company incorporated under having its registered office at.....(hereinafter called the "**Bidder**" / "**Contractor**", which expression shall include its successors, administrators, executors and permitted assigns)

and

M/s a Company incorporated under having its registered office at.....(hereinafter called the "**Holding Company**" / * "**Subsidiary Company**" *"**Joint Venture Company**", which expression shall include its successors, administrators, executors and permitted assigns),

in favour of **RPCL-NORINCO INTL POWER LIMITED**, having its registered office at Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh (hereinafter called "**RNPL**", which expression shall include its successors, administrators, executors and assigns).

WHEREAS, RNPL invited Bids for **Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant**, vide its Invitation for Bid (IFB) no.: RNPL/1320/2026/0005; Date: 01-01-2026; for delivery of Coal of quality and quantity as per the criteria stipulated in the Bidding Document(s) from designated Coal mine(s) to be approved by RNPL on FOB basis under the Contract.(hereinafter referred to as "**the Services**").

AND WHEREAS the Bidder is not independently meeting the technical criteria stipulated at IFB clause 5.2 (i)(a) and /or Financial criteria stipulated at IFB Clause 5.3(i)(a) or 5.3(i)(b) of the Qualifying Requirement at clause 5.0 and is therefore relying on and borrowing from the strength from its *Holding Company / *Subsidiary Company / *Joint Venture Company, meeting the Qualifying Requirement at clause 5.4, and further, the Bidder holds a minimum of 34% of voting equity in the Joint Venture Company [*to be retained if applicable*].

WHEREAS the Bidder is submitting its bid/ proposal in response to the aforesaid Invitation for Bid (IFB) issued by RNPL and the other Bidding Documents.

AND WHEREAS in terms of the IFB, the Bidder and its *Holding Company / *Subsidiary Company / *Joint Venture Company are required to jointly execute and furnish along with the bid, an irrevocable Deed of Joint Undertaking, undertaking to and be jointly and severally liable for performance of the Services and be bound in respect of the Contract for the successful performance of **Supply of Coal for Patuakhali 1320**

(2×660) MW Coal Fired Thermal Power Plant under the Contract., fully meeting the stipulated technical/ financial requirements, guaranteed parameters and characteristics, as per the Bidding Documents and as indicated in the bid/ proposal submitted by the Bidder, in the event, the Bid is accepted by RNPL, resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by RNPL to the Contractor, we the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company, do hereby declare and undertake that we shall be jointly and severally responsible to the RNPL and liable for the execution and successful performance of the Services under the contract.
2. We, the *Holding Company / *Subsidiary Company / *Joint Venture Company do further undertake, declare and confirm that we shall be fully responsible for imparting relevant expertise to the Contractor and training the Contractor for successful performance of the Services on sustained basis.
3. In case of any breach of the Contract committed by the Contractor, we the *Holding Company / *Subsidiary Company / *Joint Venture Company do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Services as specified in the Contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further, if RNPL sustains any loss or damage on account of any breach of the Contract or shortfall in performance of the Services or any part thereof, and any other statutory orders, we the *Holding Company / *Subsidiary Company / *Joint Venture Company and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/ damages caused to RNPL on its written demand without any demur, reservation, contest or protest in any manner whatsoever. Determination of losses/ damages shall be in line with provisions on Limitation of Liability contained in the said Contract.
4. Without prejudice to the generality of the undertaking in paragraphs above, the manner of achieving the objectives set forth above shall be as follows:
 - a. We, the *Holding Company / *Subsidiary Company / *Joint Venture Company, shall be jointly responsible to perform successfully, all activities included in the scope including contractual obligation required to perform the Services under the contract. The responsibility and liability for the performance of the Services by the Bidder and the *Holding Company / *Subsidiary Company / *Joint Venture Company, shall be co-extensive;
 - b. We, the *Holding Company / *Subsidiary Company / *Joint Venture Company shall be specifically responsible for the following:
 - i. Provide expertise and Personnel support, as may be necessary, to the Contractor to perform the Services successfully;
 - ii. Extend the Health, Safety, and Environment (HSE) Quality Management System to the Contractor for performance of the Services, as may be necessary;
 - iii. Extend Health, Safety, and Environment (HSE) Quality surveillance to the Contractor during the performance of the Services, as may be necessary;
 - iv. Ensure that the Coal supplied to RNPL is as per the monthly, quarterly and yearly quantity scheduled/ finalized as per the Contract provisions and the Coal supplied to RNPL meets the quality parameters as per the Contract;

Section V (B)

- v. Provide necessary guidance and assistance to the Contractor in obtaining all the permissions, licences and clearances from any authority concerned for the purposes of the carrying out of the Services;
 - vi. Ensure that the complete supply chain is smooth and free from disturbances to meet the delivery schedule as finalized as per the Contract provisions; and
 - vii. Provide all necessary expert support and assistance to the Contractor to operate the Contract and perform the Services successfully.
5. We, the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company do hereby undertake and confirm that our present relationship status as shall be maintained for a lock-in period of the entire duration of the Contract. In the event that any change in relationship status becomes necessary, the same shall be informed to RNPL and prior written consent of RNPL shall be obtained before proceeding for any change in the said relationship. Any change, without obtaining RNPL's written consent, in the relationship status, which forms the basis for the Bidder's/Contractor's meeting the Qualifying Requirement, shall be treated as breach of Contract.
6. We, the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days beyond the duration of the Contract awarded to the Contractor. We, the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company do further undertake and confirm that this Deed of Joint Undertaking shall not expire nor be revoked until its validity, 90 days beyond the Term of the Contract. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
7. Any dispute that may arise between RNPL and the Contractor or the *Holding Company / *Subsidiary Company / *Joint Venture Company in connection with this Deed of Joint Undertaking shall be finally settled as per the dispute resolution mechanism set out under the Contract.

This deed of undertaking shall be construed and interpreted in accordance with the Laws of England and Wales.

8. That this Deed of Joint Undertaking shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

WITNESS:

1.....

(Official Address)

For M/s.....
(BIDDER/ CONTRACTOR)

(Signature of the Authorized
Representative)

Name.....

Designation.....

Common Seal of the Company.....

Section V (B)

For M/s.....
(The *HOLDING COMPANY / *SUBSIDIARY COMPANY / *JOINT
VENTURE COMPANY)

WITNESS:

1.....

(Signature of the Authorized
Representative)

(Official Address)

Name
Designation.....

Common Seal of the Company.....

Notes:

- i) **Power of Attorney of the persons signing on behalf of each of the executants is to be furnished by the bidder and attached along with the signed Deed of Joint Undertaking.**
- ii) ***Bidder to strike out, whichever is not applicable.**

Signature _____ (Bidder)
Company Seal _____ (Bidder)

Signature _____ (# Company)
Company Seal _____ (# Company)

(Form-5)

(On Non-Judicial Stamp Paper of Appropriate Value)

FORM OF CONSORTIUM AGREEMENT

AMONG

M/S.....

AND

M/S.....

AND

M/S.....

FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR
Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant

BIDDING DOCUMENT NO.: PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026

THIS Consortium Agreement executed on this..... day of Two thousand
..... between

M/s..... a firm/ company registered/incorporated under the laws
of..... and having its registered office at (Hereinafter called
the "**Partner-1**," which expression shall include its successors, executors and permitted assigns);

and

M/s a firm/ company registered/incorporated under the laws of
.....and having its registered office at
(Hereinafter called the "**Partner-2**", which expression shall include its successors, administrators, executors
and permitted assigns); and

M/s a firm/ company registered/incorporated under the laws of
.....and having its registered office at
(Hereinafter called the "**Partner-3**", which expression shall include its successors, administrators, executors
and permitted assigns);

for the purpose of submission of a bid and entering into the Contract (in case of award) against Bidding
Document No. **PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026** for '**Supply of Coal for
Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant** under the Contract. , and having its
Registered Office at Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229,
Bangladesh (hereinafter called "**RNPL**").

WHEREAS, RNPL invited Bids for '**Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal
Power Plant** under the bid.

AND WHEREAS Clause No 5.1.2 of Section-I (IFB), Qualifying Requirements (QR) stipulated in Invitation for Bid (IFB) (forming part of Bidding Documents) stipulate that the Bidder can be a Consortium of maximum three firms, meeting the qualifying requirements stipulated in Clause no. 5.0 of Section-I (IFB) of Bidding Document, collectively. The Consortium is also required to necessarily identify one of the partners as the Lead Partner.

WHEREAS sub-clause (v) of clause 5.4 of Qualifying Requirements Section-I (IFB) further stipulates that in case the Bidder is acting through a Consortium, the Bidder shall provide along with the bid, a Consortium Agreement as per the format applicable, *inter alia* providing that each Consortium partner is jointly and severally liable to RNPL for due performance of all contractual obligations towards the Services. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

AND WHEREAS M/S.....(Partner-1/ Lead Partner of Consortium) and M/S..... (Partner-2 of Consortium) and M/S..... (Partner-3 of Consortium), each on its own independently meets the criteria mentioned at Clause 5.1.2 of Section-I (IFB), and collectively meet the Technical Criteria mentioned at 5.2(i) and the Financial criteria mentioned at clause 5.3 of Section-I (IFB).

AND WHEREAS the bid has been submitted to RNPL vide proposal No.dated, including on the basis of the Consortium Agreement being these presents in accordance with the requirement of the Qualifying Requirements under the IFB, and have been signed by each partner of the Consortium and thereon submitted to RNPL.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. That in consideration of the Award of the Contract by RNPL to the Consortium, we the partners of the Consortium and as signatories to the Consortium Agreement, do hereby agree that Partner-1 (M/s.....), shall act as the Lead Partner for the Consortium, and further declare, confirm and undertake that that we, being each Consortium Partner, shall, jointly and severally be bound to RNPL for the execution of the Contract and performance of the Services, in accordance with the terms of the Contract and such co-extensive liability shall extend to the performance of all technical, legal and contractual obligations set out under the Contract and the Bidding Documents. Further, the Lead Partner shall be responsible for (and be authorized towards) incurring liabilities, binding the Consortium, and receiving payments from RNPL on behalf of the Consortium, and receiving instructions for and on behalf of the Consortium and communications regarding the implementation of the Contract, shall be undertaken exclusively / by the Lead Partner, who shall be required to make necessary communications regarding the same to other partners of the Consortium. However, the Lead Partner may designate/authorize any other partner of Consortium for receiving payment, instructions, communications for and on behalf of the Consortium with approval from RNPL and without any additional liability of whatsoever nature to RNPL.
- 1.1 We, the partners of the Consortium confirm that in case of award of Contract, we shall execute and perform the Services, for which we have the requisite experience and qualifications, collectively to perform in respect of the Contract.
- 1.2 In case of any breach of the said Contract by any of the Consortium Partners, the other Partners hereby agree and undertake to be fully responsible for the successful performance of the Services in accordance with the terms of the Contract.
2. Notwithstanding anything contained herein, Partner-2 and *Partner-3 do hereby undertake, declare and confirm that it shall be fully responsible for the successful performance of the contract and undertakes to carry out all the obligations and responsibilities under this Consortium Agreement in order to discharge the obligations and responsibilities stipulated in the contract. Further, in the event RNPL sustains any loss or damage on account of any breach of the Contract at the behest of the Consortium, we, the Consortium Partners, undertake to jointly and severally, and promptly

Section V (B)

indemnify, and pay such loss/damages, caused to RNPL on its written demand, without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of RNPL against the Lead Partner under the Contract and / or guarantees issued in its favour. We agree that RNPL shall be free to proceed against any or all the Consortium Partners in the event of a breach or failure to perform in respect of the Contract and it shall not be necessary or obligatory for RNPL to proceed against the Lead Partner/ Partner-1 to these presents before proceeding against Partner-2 and/or *Partner-3.

We also confirm that any extension of time or relaxation given by RNPL to the Consortium or any Consortium Partner shall not prejudice any rights of RNPL under this Consortium Agreement to proceed against us.

3. The financial liability of each of the partners of the Consortium, to RNPL with respect to any and all claims arising out of the non-performance of the terms of Contract shall, not be limited in any way so as to restrict or limit the individual liabilities of each of the partners.
4. In case of an award of Contract, we the partners to the Consortium do hereby agree and undertake to furnish the Contract Performance Security from a qualified Bank in favour of RNPL for the value as stipulated under the Contract, in the name of all the Consortium Partners.
5. It is expressly understood and agreed between the partners to this Agreement that the performance-linked responsibilities and obligations of each of the Partners shall be delineated, only for the purposes of understanding of specific performance, in **Appendix-1** to this Agreement. It is therefore expressly agreed that the delineation and splitting of responsibilities and obligations, shall not in any way act as a limit to the joint and several responsibilities of the Partners under the Contract.
6. We, the Consortium Partners agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable until the successful completion of Contract, and. or until the Consortium stands discharged by RNPL in this regard. We further agree and acknowledge that notwithstanding the expiry or termination of this Agreement, the various obligations and liabilities of each of the Consortium Partners, as envisaged in terms of the Contract and this Agreement, shall survive the expiry/ termination of this Agreement.
7. This Agreement shall be construed and interpreted in accordance with the Laws of England and Wales.
8. This Agreement shall be effective from the date hereof.

IN WITNESS WHEREOF, each of the Consortium partners through their authorized representatives have executed these presents and affixed common seal company on the day, month and year first mentioned above.

For M/s.....

Witness :(Consortium Lead Partner)

Section V (B)

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated...
Signature.....
Name.....
Designation.....
-
(Signature of the authorized
representative)
Name.....
Designation.....
Common Seal of the Company.....

Witness:(Consortium Partner-1)

For M/s.....

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated....
Signature.....
Name.....
Designation.....
-
(Signature of the authorized
representative)
Name.....
Designation.....
Common Seal of the Company.....

For M/s.....

Witness:(Consortium Partner-2)

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated....
Signature.....
Name.....
Designation.....
-
(Signature of the authorized
representative)
Name.....
Designation.....
Common Seal of the Company.....

[Appendix – 1 to be separately provided and annexed by the Bidder]

(Form-6)

DRAFT FORM OF NOTIFICATION OF AWARD

Ref. No.:

Date:

(Contractor's Name & Address).....
.....
.....
.....

Attn.: Mr.

Sub: Notification of Award of Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant has as per Bidding Document No. PUR-026(CS/PATUAKHALI/OTM)/2025-26, Date: 02.01.2026 and subsequent Negotiations;

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bid (IFB) No.dated.....

(ii) Amendment issued vide: *(Use as applicable)*

(a) Memo No; Dated.....;

(b) Memo No; Dated.....;

(Applicable only if any amendment to the Bidding Document has been issued subsequently)(iii) Clarifications furnished to you on the Bidding Document vide our letter no..... dated based on the query raised by prospective bidders. *(Use as applicable)**(Applicable only if any clarification to the Bidding Document has been issued subsequently)****(INCLUDE AS FURTHER SUB-PARA ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENT UP TO THE DATE OF TECHNICAL PROPOSAL OPENING)***(i) Your Bid for the subject package submitted vide your letter no. Dated..... and its modification vide letter no. Dated..... *(Delete if not applicable).*(v) Our fax message/letter no. Dated..... regarding extension of validity of bid and that of the bank guarantee towards Bid Security. *(Applicable only if any extension has been sought subsequently)****(INCLUDE AS FURTHER SUB-PARA ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER TECHNICAL PROPOSAL OPENING)***

Section V (B)

- (ii) Our fax message/letter no. Dated..... Inviting you for Pre-contract Negotiation Meeting.
- (vii) Pre-contract negotiation meeting(s) we had with you from to resulting into the following minutes of meeting enclosed herein with this Notification of Award:
- (a) Minutes of Pre-contract negotiation meeting dated (APPENDIX -)
- 2.0 This is to inform you and confirm that having accepted your Bid submitted vide letter no. dated and its amendments/ clarifications/ extension of bid and bid validity that of the bank guarantee towards Bid Security/subsequent pre bid and post bid correspondences, discussions/meetings read in conjunction with all the specifications, terms & conditions of the Bidding Document, your subsequent letters (*use if relevant*) and agreed minutes of meeting referred to in para 1.0 above, RNPL hereby award the Contract for the supply of (**Indicate brief Scope of Services**) of..... (**Name of Contract**)for (**Name of Project**)..... as per Bidding Document no.:, in your favour.
- 3.0 The Contract Price for the entire Scope of Work under the Contract shall be..... (**Specify the amount and currency**)..... excluding VAT and TAX based on base index price (as per bidding document) on
- 4.0 You are requested to furnish performance security amounting to (**Specify the amount and currency**)..... valid for period ofmonths
- 5.0 We request you to submit acceptance of this Notification of Award within 7 (seven) working days by furnishing a copy thereof duly countersigned and stamped on each page, including all the enclosed appendices, by the authorized signatory of the Contractor, as a proof of your acknowledgement and confirmation
- 6.0 The provisions and stipulations, including the obligations and liabilities of the Contractor, as set out in the Bidding Documents, especially under Section-III (Conditions of Contract) of the Bidding Documents, shall *mutatis mutandis* apply to and in respect of this Notification of Award. Meeting minutes of Pre-Contract Negotiation shall supersede the related clauses of the bidding document.
- 7.0 Until the formal Contract Agreement is signed, this Notification of Award shall constitute a legally binding and enforceable Contract.
- 8.0 You shall prepare and finalize the Contract Document for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Document, on non-judicial stamp paper of appropriate value within days from the date of this Notification of Award.

You are required to take the necessary action to prepare for commencement of the Services and confirm action taken in this regard to RNPL.

Yours faithfully,
for and on behalf of
RNPL (Authorized Signatory)

(Form-7)

DRAFT FORM OF CONTRACT AGREEMENT

(To be executed on a Stamp Paper of appropriate value as per the applicable law in Bangladesh)

This Contract is made at Dhaka on _____ [day] _____ [month] _____ [year] by and between **RPCL-NORINCO INTL POWER LIMITED (RNPL)** having its Registered Office at Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh (hereinafter referred to as “**RNPL**”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the **FIRST PARTY**

AND

_____ [Contractor's name] (a Company incorporated under the _____ / Consortium constituted in terms of the Consortium Agreement dated _____) having its registered office at _____ [Address] (hereinafter referred to as “**Contractor**”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the **SECOND PARTY**.

(Both RNPL and the Contractor shall be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”)

WHEREAS

- i) RNPL invited bids vide Invitation of Bid (IFB) no. RNPL/1320/2026/0005; Date: 01-01-2026 for “Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant”, wherein RNPL had prescribed the technical and financial terms and conditions in the Bidding Document(s) as issued by it for the subject Tender.
- ii) _____ (the Contractor, as the successful Bidder) submitted its Bid in the form of its Technical Proposal and Financial Proposal, for undertaking the Services as prescribed in respect of the subject Tender in the Bidding Documents. Upon consideration and evaluation of the successful Bidder's proposal, RNPL accepted the proposal of the Contractor and in furtherance thereof, issued the Notification of Award (hereinafter referred to as the “**NOA**”) in favour of the Contractor requiring, *inter alia*, the signing of this Contract Agreement withindays of the date of issuance of the NOA, for the purpose of performance of the Services, including the transportation and delivery of the Coal at the CDP.
- iii) The Contractor's proposal (both Technical and Financial) submitted in *vide* the Bid forms/ attachments, including the technical and financial warranties and representations, and commitments and undertakings, made therein and in terms thereof, constitute the basis for selection of successful Bidder as the Contractor for the subject Tender.
- iv) The Contractor having been awarded this Contract by RNPL shall remain solely liable, responsible and accountable to RNPL for successful performance of the entire Contract and provisioning of the Services as required in terms thereof.

The provisions and stipulations, including the obligations and liabilities of the Contractor, as set out in the Bidding Documents, especially under Section-III (Conditions of Contract) of the Bidding Documents, shall *mutatis mutandis* apply to and in respect of this Contract Agreement.

DOCUMENTS CONSTITUTING THE CONTRACT

The documents forming the Contract (as set forth hereinafter) are to be taken as complimentary to one another and therefore read harmoniously. In case of any ambiguity, or discrepancy or inconsistency between the provisions of the various sections of the documents listed herein below, the sequence will be followed, to be observed and to be maintained while constructing and interpreting the terms of Services shall be as follows:

- (a) This Contract Agreement duly executed on non-judicial stamp paper;
- (b) NOA duly accepted by the Contractor;
- (c) Minutes of Pre-Contract Negotiation Meeting (PCN);
- (d) Addenda, errata, amendments, and clarifications issued by RNPL with respect to the Bidding Documents;
- (e) The Conditions of Contract (Section-III) of the Bidding Document;
- (f) Technical Specification (Section-IV) of the Bidding Document;
- (g) Other Sections comprising the Bidding Document;
- (h) Financial Proposal of the Contractor; and
- (i) Technical Proposal of the Contractor.

Without prejudice to the foregoing, any ambiguity or discrepancy or inconsistency between the provisions of all or any of the aforesaid documents constituting the Contract may be clarified/resolved by RNPL, who shall then instruct the Contractor in accordance thereof, failing which the stipulation contained in the stricter condition amongst the inconsistent provisions shall apply.

The Contract, once signed, shall supersede all prior correspondence between the Parties, to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract. Any modification of this Contract shall be effected only by a written instrument signed by the authorized representative of the Parties.

NOW, THEREFORE, in consideration of the Agreement and covenants hereinafter set out, and intending to be legally bound hereby, the Parties hereto covenant and agree with each other

Signed this day as above mentioned by both the Parties:

Section V (B)

For RNPL	For (Name of Contractor)
Signature Name: (block letters) Designation: Address: Telephone: Fax: Email:	Signature Name: (block letters) Designation: Address: Telephone: Fax: Email:
Witness 1	Witness 1
a) Signature b) Name (block letters) c) Designation d) Address	a) Signature b) Name (block letters) c) Designation d) Address
Witness 2	Witness 2
a) Signature b) Name (block letters) c) Designation d) Address	a) Signature b) Name (block letters) c) Designation d) Address