Coal Power Generation Company Bangladesh Ltd. (CPGCBL)'s reply of the queries on the bidding document of "Procurement and Delivery of Imported Coal at Plant Jetty (CDP) for Matarbari 2x600 MW Ultra Super Critical Coal Fired Power Plant"

Bidding Document No: 27.32.0000.000.005.07.0003.25.0863; Date: 4th October 2026

Memo No: 27.32.0000.000.005.07.0003.25.0930; Date: 08th November 2026

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
1	Section- I (IFB)	5.2(i)(b)	6 of 216	The Bidder shall submit MOU or Supporting Letter from at least three mines	With reference to the IFB requirement for bidders to submit an MoU or supporting letter from at least three mines, we would like to draw CPGCBL's attention to a similar coal supply tender issued by BIFPCL, which required sourcing arrangements from two mines. Accordingly, we request CPGCBL to allow bidders to submit MoUs or supporting letters from at least two mines at the bidding stage. Further, bidders may be permitted to source coal from up to three or more mines during contract execution, subject to prior intimation to and approval from CPGCBL. This amendment would promote wider participation while maintaining adequate flexibility and control over coal sourcing.	As per bidding document
2	Section- IV (TS)	Attachment 4-4 – Coal specificat	120 of 216	Gross calorific value – Base value is 5000 Kcal/kg & Range is 4600 – 5200 Kcal/kg	With reference to the specified GCV range of 4,600–5,200 kcal/kg and the base GCV of 5,000 kcal/kg, we request CPGCBL to introduce a suitable incentive for coal	As per bidding document

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		ions, Sl. No.-2			supplied with GCV above 5,000 kcal/kg, up to 5,200 kcal/kg. Such an incentive would encourage suppliers to offer higher-grade coal, benefiting both CPGCBL and the suppliers. Further, the as-fired GCV (ARB) may improve relative to the as-received GCV due to a reduction in total moisture during storage and handling. Therefore, allowing an incentive for the additional 200 kcal/kg above the base value would encourage better-quality supplies without adversely affecting plant operations.	
3	Section- II (ITB)	8.1	38 of 216	CPGCBL reserves the right to split the Contract as 65:35 basis i.e., 65% quantity to the lowest evaluated bidder or the most preferred responsive bidder (shall be known as L-1 Bidder after contract signing) and remaining 35% quantity to the 2nd and/or subsequently lowest evaluated bidder (up to maximum 4th lowest evaluated bidder, as necessary).	As the contract may be split between two or more bidders, we request CPGCBL to clarify how the delivery schedules will be coordinated. We propose that separate monthly delivery schedules be issued to the selected bidders, with clearly allocated delivery windows (months or specific days), to prevent overlapping vessel arrivals and ensure smooth coordination and execution.	CPGCBL will issue quarterly supply schedule in a manner that prevents overlapping vessel arrivals. Each contractor shall deliver coal in according to the supply schedule issued by CPGCBL. Separate delivery dates for each contractor will be specified in the quarterly supply schedule.

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4	Section-IV (TS)	8.1	90 of 216	Price Adjustment: The Contract Price shall be adjusted for variation in the value of reference indices with respect to the base value thereof in the manner as mentioned in 8.1. A, B, C.	If any reference index used for price adjustment is discontinued during the contract period, we request that the Supplier and CPGCBL mutually agree upon a suitable replacement or revised index. If no mutually acceptable replacement can be identified, the parties may consider addressing the situation under an appropriately amended force majeure or change-in-law/price-adjustment provision, as mutually agreed.	Please refer to amendment-01 of the bidding document (Memo No:27.32.0000.000.005.07.0003.25.0931; Date: 08 November 2026)
5	Section-IV (TS)	8.1	90 of 216	Price Adjustment: The Contract Price shall be adjusted for variation in the value of reference indices with respect to the base value thereof in the manner as mentioned in 8.1. A, B, C.	In international index-linked coal contracts, including contracts in Bangladesh, pricing is often linked to an index assessment closer to the Bill of Lading (B/L) date, such as 7 or 14 days before the B/L date, rather than the average of the entire preceding month. Since international procurement transactions are commonly concluded with reference to prices prevailing around the shipment month, using an earlier month's index can create a significant mismatch between procurement cost and sale realization. This increases suppliers' price exposure and may result in additional risk premiums in the bid price.	As per bidding document

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					We therefore request CPGCBL to consider the index published on the Friday immediately preceding the B/L date, or another mutually defined assessment date sufficiently close to the B/L date, for price adjustment.	
6	Section- I (IFB)	3.0	4 of 216	Bid (Envelope-1 & Envelope-2) Closing Date & Time - Up to 12:00 Hrs. sharp (BST) on 19-11-2026	In view of the clarifications sought during the pre-bid process and the time required to incorporate the responses into our bid, we request CPGCBL to extend the bid submission deadline from 19 November 2026 to 3 December 2026. This extension would enable bidders to submit more comprehensive and responsive bids.	Refer to IFB Amendment Notice (1st)
7	Section-IV (TS)	Section IV, Cl. 15.1(a)(iii); 15.2(a)(ii), (iv)–(v); 15.3(a)(ii), (iv)–(v); Attachment 4-4, Sl. 2	97, 100, 103, 120 of 216	TS Clause 15: Adjustment on Quality Variations; Attachment 4-4: Coal Specification;	Coal is priced off ICI 3 (5,000 GAR) and is acceptable up to 5,200 GAR. For GAR between 5,000 and 5,200 the CV adjustment is "restricted to 5,000 kcal/kg"; above 5,200 the price is *reduced* (A× GAR_BASE / GAR_higher). Below 5,000 the price is reduced pro-rata (A × GAR/5,000) down to 4,600, and by 2/3 × pro-rata below that. The adjustment is fully pro-rata on the downside but gives no credit on the upside and penalises coal above 5,200 GAR. This disincentivises supply of better coal and leads every bidder to target the bottom of the	As per bidding document

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					band (4,600–4,800 GAR), which is contrary to the plant's interest in heat rate, FGD load and specific coal consumption. **Request:** amend Cl. 15.1(a), 15.2(a) and 15.3(a) so that the CV adjustment is applied symmetrically, i.e. A_CV = A × GAR_lower / 5,000 across the full acceptable range of 4,600–5,200 kcal/kg, and delete the price reduction for GAR above 5,200 (treat it as capped at 5,200 rather than inverted).	
8	Section II (ITB) and Section V(B)	ITB Cl. 8.1.2–8.1.4; COC Cl. 10, 14, 27.10	38, 61, 63, 80 of 216	ITB Clause 8.1: Award Criteria; COC Clause 10: Coal Quantity; COC Clause 14: Demurrage and Despatch; COC Clause 27.10: Price Adjustment due to delay / shortfall in Supply;	CPGCBL reserves the right to award 65% of the quantity to L-1 and 35% to L-2 (up to L-4) at the L-1 matched price. The existing Matarbari supply contract is a single-vendor arrangement. A split introduces two contractors sharing one berth, one unloader and one 20,000 TPD guaranteed discharge rate, with no mechanism in COC Cl. 10 (Coal Quantity) or Cl. 14 (Demurrage and Despatch) for allocating berth windows between contractors or for the consequences when one contractor's vessel overruns its window. The scheduling, laytime and demurrage	As per bidding document and please refer to sl. 3 above.

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					provisions were drafted for a single supply chain and cannot be applied fairly to two. **Request:** (a) confirm that the contract will be awarded to a single contractor for the entire quantity, as under the existing contract; or (b) if the split is retained, publish the berth-allocation protocol between L-1 and L-2 contractors and clarify how delay caused by the other contractor's vessel is treated for laytime, demurrage and the 95% monthly supply obligation (COC Cl. 27.10.1).	
9	Section III (COC)	COC Cl. 10.5; 14.1(a), (c)(iii), 14.2, 14.3, 14.4,	61, 63–64 of 216	COC Clause 10.5: At least thirty (30) calendar days before the commencement of each quarter, CPGCBL shall submit to the Contractor a supply schedule, which covers firm quantity for the first month and tentative quantity for the remaining two months of that quarter. COC Clause 14.1(a): Laytime at the CDP shall commence after the completion of Turn-time or commencement of unloading whichever is earlier. The NOR shall become effective if: (i) the departure of the previous OGV (if any) from the coal jetty,	A vessel that arrives within the schedule issued by CPGCBL under Cl. 10.5 and tenders NOR earns no demurrage if the berth is occupied for any reason — including occupation by the other contractor's vessel under the 65:35 split, or any berth unavailability not caused by the contractor. This risk cannot be quantified or priced by any bidder. **Request:** amend Cl. 14 so that: • laytime commences on NOR plus turn-time for any vessel arriving within its CPGCBL-scheduled window, regardless of berth occupancy (WIBON/WIPON);	Please refer to amendment-01 of the bidding document (Memo No:27.32.0000.000.005.07.0003.25.0931; Date: 08 November 2026) and as per bidding document.

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				or (ii) the arrival of the OGV in accordance with the schedule provided by CPGCBL pursuant to Clause 10.5 of the COC, or (iii) the actual arrival time of the OGV, whichever is later. COC Clause 14.1(c)(iii): any delay or suspension of unloading caused on account of the Contractor, including on account of lack of coordination and/ or non-cooperation of the Contractor/ its Personnel with CPGCBL, including delays due to unplanned vessel scheduling, overlapping arrivals or port congestion attributable to the Contractor. COC Clause 14.2: Demurrage and Despatch at the CDP i) If the Coal Delivery Point is unable to provide the CDP Guaranteed Minimum Average Unloading Rate for reasons attributable to CPGCBL, Demurrage for the Vessel shall be applicable for the used Lay time in excess of the Allowed Laytime and shall be payable by CPGCBL.	• berth unavailability for reasons not attributable to the contractor — including occupation by another contractor's vessel, unloader breakdown or CPGCBL stockyard constraints — counts as time on demurrage payable by CPGCBL; • demurrage is calculated at the actual charter-party rate (evidenced by the fixture) or a stated USD/day figure, rather than the BPI + 4×MF proxy in Cl. 14.2(iii); • Cl. 14.3 is limited to non-compliance that actually prevents or delays discharge.	

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				ii) Despatch will be the 50% amount of demurrage to be derived from the freight calculation Mechanism using indices. iii) The calculation formula for Demurrage and Despatch as follows: (a) Demurrage calculation: $[BPI_1+(MF_1 \times 4)] \times$ [Number of hour(s) delayed by CPGCBL / 24] (b) Despatch calculation: $[BPI_1+(MF_1 \times 4)] \times$ [Number of hour(s) gained by CPGCBL / 24] x 50% COC Clause 14.3: No Demurrage shall be payable by CPGCBL if the Vessel is not fully in accordance with the Technical Specification and the EIA guidelines. COC Clause 14.4: If the Contractor fails to deliver coal in accordance with supply schedule issued by CPGCBL under COC Clause 10.5, and coal unloading is carried out early and/or beyond the allocated date, the Contractor shall be liable to pay demurrage (as per COC clause 14.2 (iii)(a)		

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				to CPGCBL in the event that another vessel, owned or chartered by the different Contractor, arrives at Matarbari for discharging coal.		
10	Section - V Attachment-1P; Section-IV (TS) Attachment 4-2	Section V: Attachment-1P, Cl. 3.0; Section IV Cl. 8.1(B)(c)(i);	192–193; 92 of 216	Attachment-1P: Price Schedule; TS Clause 8.1(B)(c)(i): Adjustment of ocean transportation component of Contract price during Supply with respect to indices;	B1 applies where the CPA-declared draft at the Matarbari coal jetty is "equal or above 11.5 m" and B2 where it is "below 11.5 m"; evaluation is on (B1+B2)/2. The applicable rate changes for vessels arriving on or after the 15th day from CPA's publication of a revised draft. Attachment 4-2 states -18.5 m MSL for the channel, turning basin and berth pocket. At exactly 11.5 m a Panamax cannot sail fully laden and part cargo/lightering costs already apply, so the boundary case belongs with the lower-draft rate. Bidders also cannot price B1/B2 without knowing how the declared draft will be measured. **Request:** • Restate the bands as B1 = declared draft ≤ 11.5 m *and* B2 = declared draft > 11.5 m, with evaluation continuing on (B1 + B2)/2. • Specify the basis of the CPA draft declaration: datum (CD or MSL), governing	As per bidding document. In addition, bidders are advised to collect necessary information from CPA and other related organizations. Please refer to the website of Chittagong Port Authority (CPA) to obtain the latest declared draft at the Matarbari coal jetty. The most recent draft declaration was published on 09/09/2026. The corresponding website link is provided below: https://cpa.gov.bd/pages/notices/notice-to-mariners-circular-no-242026-date-09092026-8od5st-

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					location (channel, turning basin or berth pocket), whether it is a sailing draft or a static depth, and the tidal window assumed. • State the currently declared draft at the Matarbari coal jetty and the date of CPA's last publication, so that all bidders price from the same baseline. • Extend the notice period in Cl. 8.1(B)(c)(i): 15 days is shorter than a laden voyage, so vessels already fixed or loaded would be caught by a revised rate. A revised draft should apply only to vessels whose B/L date falls on or after the 30th day from publication, with written notice to contractors on the day of publication. • Confirm that if the declared draft falls below 11.5 m, the ±30% quantity flex and the 95% monthly supply obligation (COC Cl. 27.10.1) are read against the reduced cargo size and not treated as contractor shortfall.	6aa13338922776844650d233
11	Attachment 4-7 Section II (ITB)	Section V: Attachment 4-7;	127; 93; 5–6; 28, 37 of 216	Attachment 4-7: CPGCBL will waive the mine verification for the following coal mines: (a) PT Bukit Asam Tbk, Indonesia; (b) PT Kideco Agung Jaya, Indonesia;	The waiver should apply only to the physical site-verification visit under Section IV Cl. 10(a)(i). It must not relieve CPGCBL of verifying the authenticity of the MoUs / supporting	The waiver of mine verification shall be applicable only to physical site verification as per Section-IV,

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	Section IV Section I (IFB)	ITB Cl. 7.13.1; Section IV Cl. 10(a)(ii); IFB Cl. 5.2(i)(b) and Note 4; ITB Cl. 5.15(b)		(c) PT Dizamitra Powerindo, Indonesia; (d) PT Perkasa Inakakerta (part of Bayan Resources Tbk) (e) PT Batubara Duaribu Abadi ITB Clause 7.13: Post-Qualification and Proposal Verification; TS Clause 10: Quality Inspection; IFB Clause 5.2: Technical Criteria; ITB Clause 5.15: Forfeiture of Bid Security;	letters, export permits and production-capacity evidence submitted under IFB Cl. 5.2(i)(b) and Attachment-4 Table-1 for those mines. **Request:** confirm that for Attachment 4-7 mines CPGCBL will still (a) verify directly with the mine owner, through the official-domain contact required under Note 4 to IFB Cl. 5.2, that each MoU/support letter is genuine and that the committed quantity and period are as stated; (b) apply ITB Cl. 5.15(b) (forfeiture of bid security for forged or misrepresented documents) equally to bidders relying on these mines; and (c) treat the waiver as effective only after such document verification is complete and the documents are found authentic.	Technical Specification, Clause 10(a)(i). All other verification requirements and methods shall remain applicable and shall be carried out accordingly.
12	Section IV	Section IV Cl. 8.1(A)(c)	91 of 216	Adjusted Coal FOB price (A_1) = ICI 3 + F Where, ICI 3 = Monthly Average of the ICI 3 Index Based on the published indices for the preceding month of the date of Bill of lading.	The ICI 3 convention lags the physical market by 4–8 weeks: a cargo loaded in the first week of a month is priced on an index averaged 5–9 weeks earlier, while the contractor buys the coal from the mine and fixes the vessel against the index prevailing at loading. In a rising market the contractor is under-paid against its procurement cost; in a falling market CPGCBL over-pays.	As per bidding document.

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					Neither party benefits from the lag, and it is inconsistent with the freight and bunker adjustments in the same clause, which use the week preceding the B/L date. It is also inconsistent with how Indonesian miners sell against ICI 3 (average of the weekly prints in the weeks immediately preceding B/L). **Request:** amend Cl. 8.1(A)(c) so that ICI 3 for payment is the average of the weekly ICI 3 (5,000 GAR) prints published in the four weeks immediately preceding the B/L date, consistent with the BPI/MF convention, and update Attachment 4-6 accordingly.	
13	Section III (COC)	COC Cl. 26.4(b), 26.5	77; 78 of 216	COC Clause 26.4(b): The seat and venue of Arbitration shall be Singapore. In case of the contractor or any partner of the contractor is/ are from Singapore, the Arbitration will be held at any third country other than contractors/ partners of the contractor/ Employer. The language of Arbitration shall be English. In case of any contradiction, this clause shall prevail. COC Clause 26.5: Notwithstanding the seat of the Arbitration being Singapore or any third country other	A Singapore-incorporated bidder (or a consortium with a Singapore partner) cannot identify its dispute forum at the time of bidding, and the breadth of Cl. 26.5 ("any matter") is capable of being read as overriding the arbitration agreement altogether. **Request:** (a) name the alternative seat for Singapore linked contractors in the bidding document (e.g. Hong Kong or London, ICC Rules, English language);	As per bidding document. In the event that a Singapore-based company qualifies, the seat of Arbitration country will be determined by the Parties during the PCN meeting.

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				than the country of contractors/ partners of the contractor/ Employer, the Parties hereby agree that the Supreme Court of Bangladesh, shall have exclusive jurisdiction with respect to any matter arising out of or in connection with the Contract, including in respect of seeking any interim relief in respect thereof.	and (b) limit Cl. 26.5 to the enforcement of arbitral awards and interim relief in aid of arbitration, so that the substance of any dispute is determined by the arbitral tribunal.	
14	Section III (COC) and Section IV (TS)	COC Cl. 17.1(b) and (c); COC Cl. 16.6–16.7; Section IV Cl. 10(c)(ii)	66–67; 65; 94 of 216	COC Clause 17.1(b): Total value of the shipment will be finalized as per Section-IV, Technical Specification, Clause 9 and 10. After receiving the coal at CDP, Balance Payment shall be made within 45 (Forty-five) Business Days after receipt of Draft survey report at MUSCCFP by Independent Draft Surveyor, Coal quality results at MUSCCFP (CDP) by ITA and carrying out necessary adjustment for variation in applicable indices and adjustment for quality and quantity variations, as may be necessary, on fulfilment of the following conditions: (i) Submission of Final Invoice for Balance Payment; (ii) Submission of Coal quality analysis result at CDP (Where as, GAR shall be determined as per the coal quality	The clock does not start until CPGCBL has countersigned the calculation sheet, for which no time limit is given, and can be reset by an umpire call made up to 45 days after discharge. The effective cash cycle on the balance can therefore exceed four months after delivery, with no interest accruing during any period CPGCBL characterises as a dispute. **Request:** (a) express the period in calendar days; (b) provide that the calculation sheet is deemed agreed if CPGCBL does not raise a written objection within 10 Business Days of submission; (c) run the umpire-sample window from the date of the CDP Certificate of Analysis rather than from arrival; and (d) confirm that interest under	Please refer to amendment-01 of the bidding document (Memo No:27.32.0000.000.005.07.0003.25.0931; Date: 08 November 2026) and as per bidding document.

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				results at CDP or CLP whichever is lower); (iii) Submission of Draft survey result at CDP (weight of the shipment will be finalized on the basis of draft survey at CDP or CLP whichever is lower); (iv) Submission of total shipment value calculation sheet duly signed and agreed by CPGCBL; COC Clause 17.1(c): In case of dispute, quality analysis results of the Umpire Sample for Coal Quality at CLP and/or CDP, as described in Technical Specifications (Section-IV) shall be binding upon the parties. The payment for Coal shall be adjusted based on the coal quality analysis results of the CLP, or CDP, or umpire sample obtained at the CLP or CDP, and the adjusted shipment price shall be determined in accordance with Section IV, Clause 15 (Adjustment on Quality Variations). The result producing in the lowest adjusted shipment price shall prevail. The Balance Payment shall be made within 45 (Forty-five) Business Days after receipt of Coal quality results/test report of umpire	Cl. 16.6 accrues on any undisputed portion of an invoice from its original due date.	

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				sample and carrying out necessary adjustment for variation in applicable indices and adjustment for quality and quantity variations, as may be necessary, on fulfilment of the following conditions: (i) Submission of Final Invoice for Balance Payment; (ii) Submission of Coal quality analysis result of the Umpire Sample at CLP and/or CDP; (iii) Submission of Draft survey result at CLP and CDP (weight of the shipment will be finalized on the basis of draft survey at CDP or CLP whichever is lower); (iv) Submission of total shipment value calculation sheet duly signed and agreed by CPGCBL; COC Clause 16.6: In the event that CPGCBL fails to make undisputed payments under the invoices to the Contractor by the due date, CPGCBL shall be liable to pay interest for delayed payments at the rate of 0.5% + SOFR Rate per annum.		

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				If SOFR is suspended (for a period longer than three (3) months), ceases to exist, or if there is a fundamental change in the manner in which SOFR is calculated, then, upon written notice from either Party, an alternative reference shall be selected by the Parties for the calculation of the Interest Rate, the effects of which (in its use in determining the Interest Rate) will (so far as can be assessed at the time at which such alternative reference is selected) be as close as practicable to those which would have been expected had the original SOFR continued to be published and used. Upon the occurrence of such event, the Parties shall endeavour to promptly agree upon such alternative reference and no Party shall unreasonably withhold its consent with respect to an alternative reference proposed by the other Party. COC Clause 16.7: Any number of days or part thereof from the date of issuance of any notice following any payment related dispute till the date of resolution of the dispute, if any, shall not be included in determination of delay in		

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				making payments to the Contractor by CPGCBL. COC Clause 10(c)(ii): Within 45 days after receiving the shipment at CDP or Seven (7) working days after receiving the Coal Analysis Report, whichever comes later, CPGCBL may challenge the quality of Coal of the shipment and call for the Umpire Sample. The Umpire Sample will be tested by another internationally reputed and accredited inspection company outside the coal source country nominated by CPGCBL with the consent of the Contractor. The Umpire Sample result should be sent to CPGCBL both by post and via the inspection company's official domain email. The cost of quality testing of the Umpire Sample shall be to the account of CPGCBL. The payment for Coal shall be determined in accordance with Section IV, Clause 15 (Adjustment on Quality Variations).		
15	Section III (COC)	COC Cl. 13.1; COC Cl. 19.1,	63; 69–70;	COC Clause 13.1: The title of the Coal shall pass from the Contractor to CPGCBL upon the completion of the loading and trimming of such Coal on board the Vessel	The contractor carries the cargo risk on coal that CPGCBL owns, under a policy the contractor has not seen and does not control, and is bound by vessel restrictions that are	Please refer to SBC website (weblink: https://sbc.gov.bd/pages/static-

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		19.12, 19.13, 19.14; Attachment 4-3(h)	119 of 216	at the Coal Loading Point and the Bill of Lading given by the Master of the Vessel, which shall record CPGCBL as the legal owner of the Coal contained in the Shipment. Risk of loss or damage with respect to the Coal shall continue to lie with the Contractor until the Coal is delivered at the CDP and made available by the Contractor, ready for unloading by CPGCBL. COC Clause 19.12: The Contractor shall be responsible for all claims related to material loaded but not delivered at the Coal Delivery Point. COC Clause 19.13: CPGCBL will be responsible for Marine Cargo insurance during transportation. COC Clause 19.14: The Contractor shall comply with all warranties, conditions and vessel age limit specified in Marine Cargo Insurance Policy issued by Sadharan Bima Corporation. If any additional premium is applied due to non-compliance, such additional premium shall be deducted from the Contractor's bill.	not stated in the bidding document. In a general average, grounding or total-loss event the contractor would be liable to CPGCBL for the cargo while the insurance recovery is CPGCBL's. Request: (a) attach the SBC open-cover conditions (vessel age cap, classification, warranties, deductibles) to the bidding document, or state the vessel age limit expressly in Attachment 4-3; (b) name the contractor as co-insured / loss payee for its interest until delivery at CDP, with waiver of subrogation; and (c) confirm that where a cargo loss is recoverable under CPGCBL's policy the contractor's liability under Cl. 19.12 is limited to the policy dedctible.	pages/6922e144933eb65569e2b360) and SBC's standard practice and as per bidding document.
16	Section IV	Section IV Cl.	91 of 216	Price Adjustment;	ICI 3 (Argus), BPI 5TC (Baltic Exchange) and Marine Fuel 0.5% Singapore (S&P	Please refer to sl. 4 above

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		8.1(A) and 8.1(B)			Platts) are the reference indices for the two-year term. A replacement mechanism is provided only for SOFR (Cl. 16.6); none is provided for the price indices. Index providers periodically revise methodology (e.g. the composition of the Baltic Panamax time charter basket or the specification of the ICI 3 assessment), and publication may be suspended. Without a fallback, payment under Cl. 8.1 could become impossible to compute. **Request:** add a clause to Section IV Cl. 8.1 providing that if any reference index ceases to be published or its methodology or specification is materially changed, the parties shall agree a successor index or adjustment within 30 days, and that pending agreement the last published value of the original index shall apply.	
17	Section II (ITB) and Section III (COC)	ITB Cl. 5.7(3); COC Cl. 12; COC Cl. 33; COC Cl. 30.2	26; 63; 82 of 216	ITB Clause 5.7(3): 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,	ITB 5.7(3) and COC 12 provide that any increase or decrease in taxes and duties, including by change in law, is borne by the party responsible for that tax. COC 33 provides that if any law in Bangladesh is enacted, abrogated or changed after the Contract and affects the Contract Price or	Please refer to amendment-01 of the bidding document (Memo No:27.32.0000.000.005.07.0003.25.0931; Date: 08 November 2026) and as per bidding document.

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				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). COC Clause 12: Along with the clauses of ITB 5.7 the following has to be complied: 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, 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 or otherwise under the Contract (as applicable). COC Clause 30.2: The Contractor shall be responsible for any export tax, fee and	delivery date, the Contract Price or delivery date shall be correspondingly adjusted. COC 30.2 places all origin-country export taxes, fees and charges, existing or future, on the contractor. The provisions are inconsistent as to Bangladesh changes, and silent on origin-country changes other than export taxes, even though the Price Factor (F) is fixed for the full two-year term. **Request:** (a) confirm that COC Cl. 33 prevails over ITB 5.7(3) / COC 12 in respect of changes in Bangladesh law occurring after the bid submission date; and (b) extend Cl. 33 (or add an equivalent provision) to changes in law in the coal source country after the bid submission date that directly affect the cost of supply — including export duties or levies, royalty rates, domestic market obligations and reference price (HBA-type) regimes — so that the FOB component is adjusted for the documented cost impact.	

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
				other charges of any nature in the country of origin which currently exists or may be imposed during the Term of the Contract. COC Clause 33: Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable.		
18	Section III (COC)	COC Cl. 10.1, 10.7,	61–62; 87; 5–	COC Clause10.1: The quantity of Coal shall be as specified in Clause 4 of Technical Specification (Section-IV) of	Annual base quantity is 3.5 MMT, variable by ±30% at CPGCBL's option. Where offtake falls below 70% of the annual base	As per bidding document.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
	Section IV Section I (IFB)	10.8; Section IV Cl. 4; IFB Cl. 5.2(i)	6 of 216	the Bidding Document and the yearly scheduled quantity as therein mentioned may vary within the range of ± 30% in respect of each year. Subject to the requirements of the foregoing provisions of this Clause 10, the quantity nominated by CPGCBL for the relevant Contract Year be deemed to be the "Annual Planned Quantity". COC Clause 10.7: The treatment of shortfall in supply and shortfall in off-take of the Annual Planned Quantity or quarterly quantity or monthly quantity shall be dealt with in accordance with the provisions of Clauses 10.8 to 10.11 below. Any such shortfall shall be determined and reconciled by the parties on an annual basis at the end of each year. Provided that in the event that any adjustment to the Annual Planned Quantity is intimated by CPGCBL and the same is resolved mutually by the parties no later than sixty (60) days before the start of that year, then in such case no damages shall be levied on either party.	for reasons attributable to CPGCBL, the shortfall is carried forward or the delivery period extended; if the contractor does not agree to extend, the shortfall "shall be deemed cancelled without any further liability of CPGCBL". Bidders must nonetheless submit MoUs from at least three mines aggregating 7.0 MMT and demonstrate 3.5 MMTPA capacity. The contractor must commit mine capacity and MoUs for the full 7.0 MMT, but CPGCBL carries no corresponding minimum offtake obligation and may reduce quantity without liability. Mine commitments cannot be sized or priced against an unlimited downside. **Request:** (a) provide a firm minimum annual offtake of 70% of the annual base quantity, with shortfall below that level attributable to CPGCBL compensated or carried forward as a binding obligation rather than deemed cancelled; and (b) require the ±30% option for each Contract Year to be exercised in writing at least 90 days before the start of that year.	

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
				COC Clause 10.8: In case the supplied and off-taken yearly quantity is below the Seventy percent (70%) of Annual Base Quantity during a Contract Year for reasons attributable to CPGCBL (which for the avoidance of doubt shall exclude Events of Force Majeure) and no resolution is reached between the Parties, CPGCBL shall take delivery of the shortfall quantity in the next Contract Year in a staggered manner or extend the duration of coal delivery time. Further, in case CPGCBL fails (for the avoidance of doubt, the failure shall exclude Events of Force Majeure) to take (shortfall quantity of previous year) in the next Contract Year or extended delivery time (for shortfall quantity in last Contract year), any portion of the shortfall quantity (positive difference between 70% of Annual Base Quantity and Supplied quantity), which the Contractor is ready to supply. If the Contractor does not agree to extend the delivery time, then the shortfall quantity shall be deemed cancelled without any further liability of CPGCBL.		

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
				TS Clause 4: The annual base quantity as well as the total contracted quantity for the Term mentioned above may vary within a range of ± 30%. Any change in annual quantity beyond the purview of the aforesaid limit will be discussed and mutually agreed to between CPGCBL and the Contractor. IFB Clause 5.2(i)(b): An original or duly notarized copy of a memorandum of understanding ("MOU") or Supporting Letter expressing mine owner's consent / intention to supply the coal to MUSCCFP Plant. Each MOU or Supporting Letter should be for supply of at least 1.0 MMT coal but aggregated quantity of all offered mine shall be minimum 7.00 MMT. In addition, the Bidder shall submit MOU or Supporting Letter from at least three mines. Duration of coal supply under each MoU or Supporting Letter should cover the entire duration mentioned in this IFB. In case of consortium, MoU can be signed between the mine owner and all partners or any partner of the consortium		

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
19	Attachment 4-4; Section IV	Attachment 4-4, Sl. 17–19; Section IV Cl. 12; Section IV Cl. 14	121; 96 of 216	Arsenic (As) is specified as "0.03 PPM Max" in a row whose unit is "%"; Mercury (Hg) is specified as "Nil or Minimal traces". Chlorine is 0.5% max (DB). TS Clause 12: Rejection of Coal Shipment; TS Clause 14: Event of Default on account of quality;	An arsenic limit of 0.03 ppm is below the detection limit of standard ASTM methods and is in any event inconsistent with the stated unit; "nil or minimal traces" is not a testable value. As written these could be invoked as rejection grounds under Cl. 12 without an objective basis. **Request:** restate the arsenic and mercury limits as testable values in ppm (dry basis) by reference to a named ASTM/ISO method, and confirm that Sl. 17–19 are reporting parameters and not rejection parameters under Note (b) to Attachment 4-4.	As per bidding document.
20	Section I	Bid submission deadline	4	Bid submission deadline: Up to 12:00 Hrs. sharp (BST).on 19-11-2026	As the current submission deadline is set for 19th of November 2026 at 12:00 noon (BST), We respectfully request an extension of the bid submission date by three (3) to four (4) weeks.	Refer to IFB Amendment Notice (1st)
21	Section I	Bid submission deadline	4	Bid submission deadline: Up to 12:00 Hrs. sharp (BST).on 19-11-2026	With the current submission deadline set for 19th November 2026 at 12:00 PM (BST), we respectfully request a deadline extension of three (3) to four (4) weeks. This extension will allow us to submit a fully compliant, robust, and highly competitive proposal.	Refer to IFB Amendment Notice (1st)

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
22	Section- II (ITB)	2.14(3)	18 of 216	The amendment(s) shall also be posted on the website of CPGCBL, and it shall be the responsibility of the prospective Bidder to visit the CPGCBL 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.	**Latest documents and amendments:** Please provide the complete list of applicable amendments, pre-bid meeting minutes and official clarifications, and confirm their order of precedence where provisions conflict. Please also confirm the clarification and bid-submission deadlines and whether this request can be accepted within the clarification process.	All amendments and clarifications (if any) related to this tender will be uploaded to the CPGCBL website (www.cpgcbl.gov.bd) in due course.
23	Section- II (ITB)	8.1 (2)	38 of 216	CPGCBL reserves the right to split the Contract as 65:35 basis i.e., 65% quantity to the lowest evaluated bidder or the most preferred responsive bidder (shall be known as L-1 Bidder after contract signing) and remaining 35% quantity to the 2nd and/or subsequently lowest evaluated bidder (up to maximum 4th lowest evaluated bidder, as necessary).	**Contract quantity and award allocation** The documents reviewed specify 3.5 million MT annually for two years, subject to ±30% variation, and permit a 65:35 award split. Please confirm whether these provisions remain applicable or have been amended to approximately 9 million MT and/or a 100% award to one bidder. If an award is split, which qualification thresholds and security amounts are reduced proportionately?	As per bidding document
24	Section III	10	61 of 216	Coal Quantity	**Minimum purchase commitment** What minimum quantity, if any, is	As per bidding document.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
					CPGCBL contractually obliged to purchase? If nominated quantities are reduced, deferred or cancelled, who bears committed coal-purchase, vessel, storage and financing costs? Please clarify the supplier's rights if quantities remain unlifted at the end of the contract.	
25	Section I	5.0	5 of 216	Qualification Requirements for Bidder	**International trader eligibility** Please confirm that an international trader without previous direct supply to CPGCBL or Bangladesh may qualify using qualifying overseas sales. Are transactions where the trader supplied another trading company acceptable ,and what evidence is required where the end-user does not issue a certificate directly to the bidder?	As per Bidding Document
26	Section I	5.0	5 of 216	Qualification Requirements for Bidder	**Consortium qualification** Please confirm the maximum number of partners, the lead partner's minimum technical and financial requirements, and each other partner's minimum contribution. Can one partner satisfy the full coal-sales experience requirement while another satisfies the full chartering experience requirement? Must each technical criterion be met entirely by one partner?	As per Bidding Document

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
27	Section I	5.4(i)	8 of 216	Related Party	**Related-party support** Please clarify the direction and application of the 34% voting-equity requirement, particularly where a subsidiary relies on its parent. Can an unrelated mine owner, trading company, shipping company or financial investor support qualification other than by becoming a consortium partner? Please identify all required undertakings and any additional guarantees associated with a Deed of Joint Undertaking.	As per Bidding Document
28	Section I	5.3	6 of 216	Financial Criteria	**Financial evidence** Please confirm the applicable financial years, including whether the reference date of 1 July 2025 remains unchanged. Can the US$55 million requirement be met through a committed bank facility activated upon award? May facilities from multiple banks be combined, and must this amount be available separately from bid/performance guarantee facilities?	As per Bidding Document
29	Section I and Section II	IFB 5.0; ITB 2.18	5 of 216	IFB Clause 5.0: Qualification Requirements for Bidder;	**Shipping experience and subcontracting** What documents establish that the bidder acted as charterer, rather than simply purchasing freight from a logistics provider?	As per Bidding Document

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
				ITB Clause 2.18: Sub-Contractor	Does engaging an experienced shipowner or chartering company satisfy qualification, or must that entity join the consortium? Which shipping, inspection and logistics arrangements require prior subcontracting approval?	
30	Section I and Section IV	IFB 5.2(i)(b) TS 6.1	5, 89 of 216	IFB Clause 5.2: Technical Criteria; TS Clause 6.1: Coal Specifications and Source Countries	**Mine commitments** Please confirm the requirements for at least three mines, minimum quantities per mine, total committed volume and support duration. Are non-exclusive mine support letters acceptable? What evidence of available production/export capacity is required, and what approval process applies if a mine must be substituted during the contract?	As per Bidding Document
31	Section II	ITB 5.11, 5.12, 5.13, 5.14	27, 28 of 216	Bid security	**Bid security** Please confirm the US$4 million amount, required validity and claim period, and exact issuance structure for a foreign bank. Is endorsement by its Bangladesh correspondent sufficient, or must a Bangladesh bank issue a separate guarantee against a counter-guarantee?	As per Bidding Document

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
					Please identify applicable bank-rating requirements and the release procedure for unsuccessful bidders or bidders declining a validity extension.	
32	Section II	ITB 8.3	38 of 216	Performance security	**Performance security** Please confirm whether the full-award requirement remains US$12.5 million, its submission deadline, renewal requirements and final discharge conditions. Can it reduce progressively as deliveries are completed? Please clarify when bid security is released relative to performance-security issuance, and whether any additional DJU guarantee is required beyond these amounts.	As per Bidding Document
33	Section III	COC 7.9	57 of 216	Assignment & Novation	**Bank financing arrangements** Will CPGCBL acknowledge an assignment of contract receivables to the supplier's financing bank and remit payments to a designated collection account? Please clarify whether a receivables-only assignment requires the tripartite novation referred to in Clause 7.9. Are transferable LCs permitted, and will CPGCBL cooperate with documentation reasonably required for back-to-back LC or receivables financing?	As per bidding document. If necessary, this issue can be discussed in PCN meeting.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
34	Section III	COC 17	66 of 216	Payment Terms	**LC structure and timing** Please provide the proposed LC wording and confirm the issuing bank, governing rules, currency, amount, expiry, presentation period and opening deadline. Will the LC cover 100% of each shipment value through initial and final drawings? If revolving, how and when is it reinstated? Is confirmation by an acceptable international bank permitted, and who bears confirmation and amendment charges?	As per bidding document. These issues can be discussed in PCN meeting. If confirmation is required by the Contractor, may do so at his own cost (Confirmation charge and amendment charge).
35	Section III	17	66 of 216	Payment terms	**Initial and final payment** Please confirm that the initial 80% is payable at sight against compliant documents without discharge-port approval. For the balance, what event starts the 45-business-day period? Please specify deadlines for discharge reports, quality results, CPGCBL's calculation-sheet approval and payment of undisputed amounts where only part of an invoice is disputed.	As per bidding document.
36	Section III	17	66 of 216	Payment terms	**Cash-flow protections — proposed changes** Would CPGCBL consider increasing the initial payment to 90%, shortening the final	As per bidding document.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
					settlement period, or releasing the undisputed balance while testing disputes are resolved? If these changes are unavailable, please confirm whether any secured mobilisation advance or other financing support is permitted.	
37	Section III	17	66 of 216	Payment terms	**LC or payment delays** If an acceptable LC is not opened or replenished on time, may the supplier defer procurement, loading or shipment without default or penalties? Please clarify the notice procedure, schedule extensions, late-payment interest and treatment of resulting vessel, storage and financing costs.	As per bidding document.
38	Section IV	Attachment 4-6	124 of 216	Sample calculation for arriving cost of coal during supply	**Indexation and fixed-price exposure** Please provide a worked example of the FOB and freight calculations, showing the ICI3 reference month, fixed price factor F, BPI and bunker indices, base dates and B1/B2 application. Please explain how revised / discontinued indices, postponed bid opening and changes in navigable draft are treated.	As per bidding document. Either B1 or B2 shall be applicable for determination of ocean transportation price calculation as per applicable clauses mentioned in the bidding document.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
					Are any adjustments available for changes in export taxes or mandatory charges not reflected in these indices?	
39	Section IV	4	87 of 216	Detailed Scope of Work	**Taxes and port charges** Please provide a responsibility schedule covering origin taxes, Bangladesh import duties/VAT, supplier withholding taxes, port dues, pilotage, tug services, agency fees, surveys and testing. For reimbursable costs, please confirm required evidence, payment currency, exchange-rate basis and reimbursement deadline.	As per bidding document. This issue can be discussed in PCN meeting.
40	Section IV, III	Attachment 4-2, 4-3, COC 14	116, 119, 63 of 216	Attachment 4-2:Coal Delivery Point; Attachment 4-3: Instructions for performing OGVs; COC Clause 14: Demurrage and Despatch	**Vessel and unloading risks** Please confirm permitted vessel dimensions/draft, shipment sizes, first-delivery notice and applicable unloading rate/laytime. Who bears delays caused by berth congestion, insufficient draft, unloader breakdown, customs clearance or CPGCBL scheduling changes? Please clarify demurrage entitlement, calculation and payment deadlines.	The jetty dimensions, jetty characteristics, characteristics of the coal unloading facilities, and berthing facilities are specified in Attachment 4-2, Coal Delivery Point. The determination of vessel size shall comply with the above.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
41	Section IV	9, 10, 12, 15	92 to 97 of 216	TS Clause 9: Quantity Determination; TS Clause 10: Quality Inspection; TS Clause 11: Standards for quantity and quality determination; TS Clause 12: Rejection of coal shipment; TS Clause 15: Adjustment on Quality variations;	**Quality and quantity settlement** Please provide the consolidated acceptance/rejection limits and all deductions following the latest amendments. Please clarify the use of the lower loading/discharge results, permitted measurement tolerances, independent umpire procedure and maximum resolution period. Who bears deterioration, handling loss or contamination occurring after the supplier's contractual risk ends?	As per bidding document.
42	Section IV	12	96 of 216	Rejection of coal shipment	**Rejected coal subsequently used** Section IV, Clause 12 appears to permit non-payment for rejected coal even where CPGCBL consumes it, while also allowing acceptance with deductions. Please clarify the circumstances governing each outcome. Would CPGCBL consider confirming that coal consumed will be paid for at an agreed adjusted price, with any disputed deduction resolved separately?	As per bidding document.
43	Section III	27.10	80 of 216	Price Adjustments due to delay / shortfall in Supply	**Penalties and aggregate liability** Please explain how the US$15/MT monthly shortfall penalty, commencement-delay	As per bidding document.

Sl. No.	Section	Clause No	Page No	Description as per Bidding Document	Bidder's Query	CPGCBL's Reply
					deductions, replacement-coal costs and other remedies interact. Will CPGCBL confirm that there is no duplicate recovery for the same failure? Given Clause 23.2's absence of a monetary liability cap, would CPGCBL consider an aggregate liability limit and clearly defined exceptions?	No duplicate recovery shall be applicable for the same failure.
44	Section III	22	73 of 216	Event of Force majeure	**Force majeure and termination** Please clarify treatment of export restrictions, port closure, severe weather and prolonged mine disruption, including notice requirements, substitute supply and schedule relief. If CPGCBL terminates, suspends purchases or its power purchase agreement ends, how are delivered coal, cargo already loaded, committed procurement/freight costs, outstanding reimbursements and security release handled?	As per bidding document.