

IFB No.: BIFPCL / MSTPP / COAL TRANSPORTATION / R / 2019 / 705 dated 16.09.2019	Document No.: BIFPCL / MSTPP / COAL TRANSPORTATION / R / AMDT.01
Bidding Document No.: BIFPCL / MSTPP / COAL TRANSPORTATION / R	Date: 18.11.2019

Coal Transportation including Transshipment contract

for

2x660MW Maitree Super Thermal Power Project at Rampal, Bagerhat district, Khulna division, Bangladesh

Sl. No.	Ref. Section	Ref. Class No.	Provision as existing	Provision as amended
1.	II (ITB)	8.3 (Performance Security)	2. Performance Security in the form of Bank Guarantee of an amount of the Service Charge for coal transportation of 0.80 MMTPA as per the rates under the contract as defined in Conditions of Contract (Section-III) shall be furnished by the successful Bidder as per the proforma prescribed in the Bidding Document and shall be denominated in the currencies in which the Contract Price is payable.	2. Performance Security in the form of Bank Guarantee of an amount of the Service Charge for coal transportation of 0.24 MMT as per the rates under the contract as defined in Conditions of Contract (Section-III) shall be furnished by the successful Bidder as per the proforma prescribed in the Bidding Document and shall be denominated in the currencies in which the Contract Price is payable.
2.	II (ITB)	8.3 (Performance Security)	4. In case the successful bidder or Partner(s) of successful Consortium or the successful JV(existing) or Partner(s) of existing or proposed JV has/have taken strength from its JV Partner companies / Holding / Subsidiary / Subsidiary of Holding / JV Company, wherever permitted as per QR mentioned at Clause 7 of IFB, Section-I, to meet the Technical criteria of QR, and have furnished DJU with such JV Partner companies / Holding / Subsidiary / Subsidiary of Holding / JV Company, the JV Partner Companies / Holding / Subsidiary / Subsidiary of Holding / JV Company each, as the case may be, shall be required to furnish a Bank Guarantee of an amount of the Service Charge for Coal transportation of 0.08 MMTPA as per the rates available in the Contract. The bank Guarantee shall be furnished as per the proforma prescribed in the Bidding Document and shall be denominated in the currencies in which the Contract Price is payable.	4. In case the successful bidder or Partner(s) of successful Consortium or the successful JV(existing) or Partner(s) of existing or proposed JV has/have taken strength from its JV Partner companies / Holding / Subsidiary / Subsidiary of Holding / JV Company, wherever permitted as per QR mentioned at Clause 7 of IFB, Section-I, to meet the Technical criteria of QR, and have furnished DJU with such JV Partner companies / Holding / Subsidiary / Subsidiary of Holding / JV Company, the JV Partner Companies / Holding / Subsidiary / Subsidiary of Holding / JV Company each, as the case may be, shall be required to furnish a Bank Guarantee of an amount of the Service Charge for Coal transportation of 0.024 MMT as per the rates available in the Contract. The bank Guarantee shall be furnished as per the proforma prescribed in the Bidding Document and shall be denominated in the currencies in which the Contract Price is payable.
3.	III (COC)	15 (Ocean Going Vessel)	15.2 Warrantees (a) ... (b) BIFPCL can, at its reasonable discretion, reject any Intended OGV or Nominated OGV, at no cost or expense to BIFPCL, if such OGV does not meets the criteria in the Schedule 12 or because of rejection by the Coal Supplier.	15.2 Warrantees (a) ... (b) BIFPCL can, at its reasonable discretion, reject any Intended OGV or Nominated OGV, at no cost or expense to BIFPCL, if such OGV does not meet the criteria in the Schedule 12 or because of rejection by the Coal Supplier.

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			BIFPCL shall declare in writing whether the Intended OGV or Nominated OGV is rejected or accepted no later than 24 Business Hours after receipt of notice by SP. (c) Following the rejection, the SP shall nominate a substitute OGV that meets the requirements herein, within 24 hours after the time of rejection.	BIFPCL shall declare in writing whether the Intended OGV or Nominated OGV is rejected or accepted no later than 24 Business Hours after receipt of notice by SP. (c) Following the rejection, the SP shall nominate a substitute OGV that meets the requirements herein, within 48 hours after the time of rejection.
4.	III (COC)	18 (Demurrage and Despatch)	18.1(c) The time attributable to any of the following shall not count as Laytime or time on demurrage:	18.1(c) The time attributable to any of the following shall not count as Laytime:
5.	V(A)	Attachment-3A (Page 2)	(f) Name of the Transshipment Units (g) Year of built of the Transshipment Unit	(f) <i>deleted</i> (g) <i>deleted</i>
4.	V(B) (Bid and Contract Forms)	Form 6 (Form of Consortium Agreement) (Para 2 & 3 of Page 2)	AND WHEREAS M/S.....(Partner-1: Lead partner of Consortium) on its own the Technical Criteria mentioned at clause 5.2 and at least 20% of Financial Criteria mentioned at Clause 5.3.1 except for the Net worth to Paid-up Share Capital Ratio criteria mentioned at clause 5.3.2 of Section-I (IFB) of Bidding Document and M/S (Partner-2 of Consortium) meeting the balance of the Technical Criteria mentioned at clause 5.2 and at least 20% of the Financial Criteria Requirement mentioned at Clause 5.3.1 except for the Net worth to Paid-up Share Capital Ratio criteria mentioned at clause 5.3.2 of Section-I (IFB) of Bidding Document, so that both Partner-1 and Partner-2 together meet the complete criteria mentioned at clauses 5.2 and 5.3.1. Further, the Net worth to Paid-up Share Capital Ratio of each consortium partners as on last date of the Financial Year immediately preceding the last date of Technical Proposal opening are not less than 1.0 as per criteria mentioned at clause 5.3.2 of Section-I (IFB) of Bidding Document.	AND WHEREAS M/S.....(Partner-1: Lead partner of Consortium) and M/S..... (Partner-2 of Consortium) collectively meet the Technical Criteria mentioned at clause 5.2 of Section-I (IFB) and Partner-1 and Partner-2 each on its own meets at least 20% of the Financial Criteria mentioned at Clause 5.3.1 of Section-I (IFB), so that both Partner-1 and Partner-2 collectively meet the complete criteria mentioned at clause 5.3.1. Further, the Net worth to Paid-up Share Capital Ratio of each consortium partners as on last date of the Financial Year immediately preceding the last date of Technical Proposal opening are not less than 0.25 as per criteria mentioned at clause 5.3.2 of Section-I (IFB) of Bidding Document.

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