

IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as
1.	Sub Clause 3.1 of Clause 5.5 of Section-II (page)	<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 (A): 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, taxes, duties, levies in the Coal source country.</p> <p>(b) Ocean Transportation Price (T): This shall include not limited to the cost of transportation of Coal from the Coal Loading Point upto the Coal Transshipment Site comprising of freight, bunker, port fees, berthing charges, operation & maintenance cost, agent commission, Port Disbursement, P&I Club charges, hull & machinery insurance, and waste disposal charges.</p>	<p>The existing Clause mentioned at Sl. No. 3.1 of Clause 5.5 of Section-II is replaced with the following amended provisions:</p> <p><i>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 and in price schedule.</i></p> <p>(a) Coal FOB price: <i>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, taxes, duties, levies in the Coal source country.</i></p> <p>(b) Ocean Transportation Price:</p> <p><i>i. Ocean Transportation Fixed Price: This shall include but not limited to the cost of fixed component of Ocean transportation of Coal from the Coal Loading Point upto the Coal Transshipment Site comprising of port fees, berthing charges, operation & maintenance cost, Port Disbursement, P&I Club charges, hull & machinery insurance, and waste disposal charges.</i></p>

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		<p>(c) Transshipment and Barging Price (B): This shall include not limited to cost of stevedore for transshipment of Coal from mother vessel to lighter vessel, barge freight charges, barge bunker charges, insurance of lighter vessel, P&I club charges, hull & machinery insurance, insurance needed for environmental compliance, waste disposal charges, agent commission and hiring charges.</p> <p>(d) Coal Insurance Price (I): This shall include not limited to insurance of Coal as per the requirements of Clause 19 of Conditions of Contract (Section-III).</p>	<p>ii. Ocean Transportation Freight Price: This shall include but not limited to the cost of freight component of Ocean transportation of Coal from the Coal Loading Point upto the Coal Transshipment Site.</p> <p>iii. Ocean Transportation Bunker Price: This shall include but not limited to the cost of bunker component of Ocean transportation of Coal from the Coal Loading Point upto the Coal Transshipment Site.</p> <p>(c) Transshipment and Barging Price:</p> <p>i. Transshipment and Barging Fixed Price: This shall include but not limited to barge freight charges, insurance of lighter vessel, P&I club charges, hull & machinery insurance, waste disposal charges.</p> <p>ii. Transshipment and Barging Bunker Price: This shall include but not limited to barge bunker (HSD) charge.</p> <p>(d) Coal Insurance: This shall include not limited to insurance of Coal as per the requirements of Clause 19 of Conditions of Contract (Section-III)</p> <p>(e) Other charges: This shall include not limited to other charges like cost of stevedore for transshipment of Coal from mother vessel to lighter vessel, agent commission, insurance needed for environmental compliance & hiring</p>

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Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as									
			charges, draft survey charges, overheads & margins, management charges, etc.									
2.	Sub Clause 3.2(d) of Clause 5.5 of Section-II	Coal Insurance Price (I): The coal insurance component shall remain firm during the currency of the contract.	Coal Insurance (I): <i>The coal insurance component shall remain firm during the currency of the contract.</i>									
3.	New Clause 3.2(e) of Clause 5.5 of Section-II	-	At the end of Clause 3.2(d) of Clause 5.5 a new clause 3.2(e) has been added with the following stipulation: Other charges(O): <i>The Other Charges component shall remain firm during the currency of the contract.</i>									
4.	Sub Clause 6 of The Clause 5.5 of Section-II	The Bidder shall ensure that break-up of the Bid/ Contract Price given is worked out for all the components and the sum total of all the components matches with the Bid/ Contract Price, failing which BIFPCL shall have the right to work out the break-up in the manner described hereunder. <table border="1" data-bbox="705 964 1262 1331"> <thead> <tr> <th>Sl. No.</th> <th>Price component</th> <th>Minimum percentage</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Coal FOB Price (A)</td> <td>60% of Bid/ Contract Price</td> </tr> <tr> <td>2.</td> <td>Ocean Transportation Price (T)</td> <td>20% of Bid/ Contract Price</td> </tr> </tbody> </table>	Sl. No.	Price component	Minimum percentage	1.	Coal FOB Price (A)	60% of Bid/ Contract Price	2.	Ocean Transportation Price (T)	20% of Bid/ Contract Price	The existing Clause mentioned at Sl. No. 6 of Clause 5.5 of Section-II will be replaced with the following amended provisions: <i>The Bidder shall ensure that break-up of the Bid/ Contract Price shall be for all the components and the sum total of all the components matches with the Bid/ Contract Price.</i>
Sl. No.	Price component	Minimum percentage										
1.	Coal FOB Price (A)	60% of Bid/ Contract Price										
2.	Ocean Transportation Price (T)	20% of Bid/ Contract Price										

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		<table border="1"> <tr> <td>3.</td> <td>Transshipment and Barging Price (B)</td> <td>12% of Bid/ Contract Price</td> </tr> <tr> <td>4.</td> <td>Coal Insurance Price (I)</td> <td>0.5% of Coal FOB price</td> </tr> </table> <p>The sum total of all the price components should be equal to the Bid/ Contract Price.</p> <p>The break up shall be worked out by BIFPCL in the following manner:</p> <p>In case any of the components of Coal FOB price, Ocean Transportation price and Transshipment and Barging price is / are not indicated by the Bidder or the indicated component is not matching with the minimum percentage as mentioned above, BIFPCL shall work out the price components by deducting equal amounts from other price components (except Insurance). While effecting the aforesaid readjustment of the components by BIFPCL, if the price of any component after deduction reaches the minimum percentage level, the deduction from that price component shall be restricted to its</p>	3.	Transshipment and Barging Price (B)	12% of Bid/ Contract Price	4.	Coal Insurance Price (I)	0.5% of Coal FOB price	
3.	Transshipment and Barging Price (B)	12% of Bid/ Contract Price							
4.	Coal Insurance Price (I)	0.5% of Coal FOB price							

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		minimum percentage level and the balance amount shall be deducted from other price component to match the minimum percentage levels.	
5.	Sub Clause 10. of The Clause 5.5 of Section-II	A Bidder wishing to offer any unconditional discount shall specify in its designated place, i.e. para 1.1 of Attachment-1P to their Financial Proposal Submission Letter , the offered discount(s) and the manner in which the price discounts will apply. Discount mentioned anywhere else in the Proposal shall not be considered for evaluation of Financial Proposal by BIFPCL.	Deleted.
6.	Sub Clause 2 (a) (vii) of Clause 7.7 of Section-II	Only the discount, if any, quoted in its designated place, i.e. para 1.1 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.	The existing Clause mentioned at Sub Clause 2(a) (vii) of Clause 7.7 of Section-II will be replaced with the clause mentioned hereunder: <i>No proposals shall be rejected at the time of opening of the Financial Proposal.</i>
7.	Sub Clause 2 of Clause 8.8 of Section-II	The Bidder will be deemed to have a satisfactory understanding of, including but not limited to, The Bangladesh Merchant Shipping Ordinance, 1983, The Bangladesh Flag Vessels (Protection) Act, 1982, and the laws, rules and regulations of the People's Republic of Bangladesh on the Goods, Materials, and	The existing Clause mentioned at Sub Clause 2 of Clause 8.8 of Section-II will be replaced with the clause mentioned hereunder: <i>The Bidder will be deemed to have a satisfactory understanding of, including but not limited to, The Bangladesh Merchant Shipping Ordinance, 1983, The Bangladesh Flag Vessels (Protection) Act, 2019, and</i>

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		Services, as applicable under this Contract.	<p><i>the laws, rules and regulations of the People's Republic of Bangladesh on the Goods, Materials, and Services, as applicable under this Contract.</i></p> <p><i>Further, Mercantile Marine Office, Chattogram under the Ministry of Shipping, People's Republic of Government of Bangladesh vide Ref. No. 402.102.044.00.00.044/2014/3427 dated 15.07.2021 has issued General Certificate of waiver for use of Foreign Flagged Vessels for transportation and transshipment of Coal for the Project with certain conditions. A copy of same is enclosed at Annexure-I to this section along with its English translation. In case of any difference in interpretation between the Bangla language and the English translation, the General Certificate of Waiver issued originally in Bangla language shall prevail.</i></p> <p><i>Bidder has to comply all the provisions of the notification of General Certificate of Waiver for the term of the contract period.</i></p>

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Sl. No.	Ref. Clause No. & Section	Existing Provision	Provisions as amended
1.	Clause 16.4, Section-III	<p>Letter of Credit (L/C) will be opened in any Scheduled Bank of Bangladesh within thirty (30) Business days after receipt and acceptance of the Bank Guarantee stipulated in Clause 17.2.1 (a) (iii) and 17.2.1 (a) (iv) and Bank Details of the Contractor.</p> <p>The L/C opening charges of BIFPCL's Bank will be to the account of BIFPCL and amendment charges and all other charges including Contractor's Bank charges will be to the Contractor's account.</p> <p>In case of any Amendment in the L/C is necessitated by BIFPCL, charges shall be borne by BIFPCL.</p>	<p><i>Letter of Credit (L/C) will be opened in any Scheduled Bank of Bangladesh within thirty (30) Business days after receipt and acceptance of the Bank Guarantee stipulated in Clause 17.1 (a) (iii) and 17.1 (a) (iv) and Bank Details of the Contractor.</i></p> <p><i>The L/C opening charges of BIFPCL's Bank will be to the account of BIFPCL and amendment charges and all other charges including Contractor's Bank charges will be to the Contractor's account.</i></p> <p><i>In case of any Amendment in the L/C is necessitated by BIFPCL, charges shall be borne by BIFPCL.</i></p>
2.	Clause 17 (Payment Terms) Section-III	<p>17.1 <i>The payment shall be released to the account of Contractor in two (2) stages i.e. Interim Payment and Balance Payment.</i></p> <p>17.2 <i>Interim Payment</i></p> <p>(a) <i>Ninety percent (90%) of Contract Price of the shipment shall be released on receipt of the Shipment by BIFPCL at CDP and on fulfilment of the following conditions:</i></p> <p>(i) <i>Submission of Invoice in quadruplicate based on the actual quantity of Coal as measured at the CDP, after making adjustments for payment already made by BIFPCL under Clause 17.2.1, if any. The</i></p>	<p><i>The payment shall be released to the account of Contractor in three (3) stages i.e. Initial Payment, Interim Payment and Balance Payment.</i></p> <p>17.1 Initial Payment</p> <p>(a) <i>Seventy percent (70%) of the Contract Price of the Shipment shall be released upon sailing of the Vessel containing the Coal Shipment from CLP, 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 CLP, on fulfillment of the following conditions:</i></p>

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Sl. No.	Ref. Clause No. & Section	Existing Provision	Provisions as amended
		<p><i>Shipment at the CDP, for payment purpose, shall imply sum total of quantity received from all the Barges or Lighter Vessels for the shipment.</i></p> <p>(ii) <i>Submission of documentary evidence and original certificate for payment of Customs duty and Port Fees, if any, paid and Copy of the 'Bill of Entry' shall be submitted along with above documents.</i></p> <p>(iii) <i>Submission of unconditional Bank Guarantee towards Performance Security (as per specified format). Subsequent to submission of the same initially, the copies of the said Bank Guarantee shall be submitted along-with subsequent Invoices.</i></p> <p>(iv) <i>Submission of original documents/certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin (3) Insurance certificate for the cargo (4) Coal Load Port Coal Quality Analysis certificates of ITA (5) Certificate of weight; (6) Submission of certificate indicating the Mine(s) from which the coal has been sourced [the name of mine(s) shall be from the list of BIFPCL approved mines], (7) Certificate of Hold Cleaning, (8) Submission of original Coal Delivery Point Quality Analysis Certificates.</i></p>	<p>(i) <i>Submission of Invoice in quadruplicate along with related coal price indices</i></p> <p>(ii) <i>Fax/photocopy of shipping documents which shall include (1) Bill of Lading; (2) Certificate of Country of Origin; (3) Insurance certificate for the cargo; (4) Coal Load Port Analysis certificate of ITA (5) Certificate of Weight (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine(s) shall be from the list of BIFPCL approved mines] (7) Certificate of Hold Cleaning.</i></p> <p>(iii) <i>Submission of unconditional and irrevocable Bank Guarantee towards Performance Security (as per specified format). Subsequent to submission of the same initially, the copies of the said Bank Guarantee shall be submitted along-with subsequent Invoices.</i></p> <p>(iv) <i>Submission of unconditional and irrevocable Bank Guarantee of an amount equivalent to the initial payment in US Dollar (as per the specified proforma) and its successful verification with the issuing Bank. The Bank Guarantee shall be kept valid for at least ninety (90) days from the date of Bill of Lading. The Bank Guarantee shall be released by BIFPCL upon reconciliation and adjustment of the initial</i></p>

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		<p>17.2.1 Initial Payment</p> <p>(a) <i>At the option of the Contractor, a maximum of seventy percent (70%) of the Contract Price of the Shipment may be released (as interest free advance to be adjusted subsequently at the time of Interim Payment, if required) upon sailing of the Vessel containing the Coal Shipment from CLP, 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 CLP, on fulfilment of the following conditions:</i></p> <p>(i) <i>Submission of Proforma Invoice in quadruplicate along with related coal price indices</i></p> <p>(ii) <i>Fax/photocopy of shipping documents which shall include (1) Bill of Lading; (2) Certificate of Country of Origin; (3) Insurance certificate for the cargo; (4) Coal Load Port Analysis certificate of ITA (5) Certificate of Weight (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine(s) shall be from the list of BIFPCL approved mines] (7) Certificate of Hold Cleaning.</i></p> <p>(iii) <i>Submission of unconditional Bank Guarantee towards Performance Security (as per specified format). Subsequent to submission of the same initially, the copies of the said Bank Guarantee shall</i></p>	<p><i>payment released to the Contractor for the shipment. In case the Contractor is a Consortium, the Bank Guarantee shall be on the account of all the Consortium Partners as named in the Consortium Agreement.</i></p> <p>(b) <i>Initial Payment corresponding to the undelivered quantity of Coal at the CDP shall be deducted from the subsequent payments to be made to the Contractor upon supply of the last consignment of the corresponding Shipment.</i></p> <p>(c) <i>If the amount payable under any Interim Payment is not sufficient to cover the due deduction, the deductions for the balance outstanding shall be recovered from the next payment immediately becoming due.</i></p> <p>(d) <i>In case the Contractor does not provide Bank Guarantee as per 17.1(a)(iv) above, Initial Payment shall be released upon receipt of coal at the power Plant end for the quantity of coal received, along with Interim Payment hereinafter</i></p> <p>17.2 Interim Payment</p> <p><i>Twenty percent (20%) of Contract Price of the shipment shall be released after adjusting any outstanding Dues on receipt of the Shipment by BIFPCL at CDP and on fulfillment of the following conditions:</i></p> <p>(i) <i>Submission of Invoice in quadruplicate based on the actual quantity of Coal as measured at</i></p>
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		<p>be submitted along-with subsequent Invoices.</p> <p>(iv) Submission of unconditional Bank Guarantee of an amount equivalent to the initial payment in US Dollar (as per the specified proforma) and its successful verification with the issuing Bank. The Bank Guarantee shall be kept valid for at least ninety (90) days from the date of Bill of Lading. The Bank Guarantee shall be released by BIFPCL upon reconciliation and adjustment of the initial payment released to the Contractor for the shipment. In case the Contractor is a Consortium, the Bank Guarantee shall be on the account of all the Consortium Partners as named in the Consortium Agreement.</p> <p>(b) Initial Payment corresponding to the undelivered quantity of Coal at the CDP, upon supply of the last consignment of the corresponding Shipment, shall be deducted from the subsequent payments to be made to the Contractor.</p> <p>(c) If the amount payable under any Interim Payment is not sufficient to cover the due deduction, the deductions for the balance outstanding shall be recovered from the next payment immediately becoming due.</p>	<p>the CDP. The Shipment at the CDP, for payment purpose, shall imply sum total of quantity received from all the Barges or Lighter Vessels for the shipment.</p> <p>(ii) Submission of documentary evidence and original certificate for payment of Customs duty and Port Fees, if any, paid and Copy of the 'Bill of Entry' shall be submitted along with above documents.</p> <p>(iii) Submission of original documents / certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin (3) Insurance certificate for the cargo (4) Coal Load Port Coal Quality Analysis certificates of ITA (5) Certificate of weight; (6) Submission of certificate indicating the Mine(s) from which the coal has been sourced [the name of mine(s) shall be from the list of BIFPCL approved mines], (7) Certificate of Hold Cleaning, (8) Submission of original Coal Delivery Point Quality Analysis Certificates.</p> <p>17.3 Balance Payment</p> <p>(a) Balance payment of Contract Price shall be released after receipt of Coal quality results at MSTPP and carrying out necessary adjustment for variation in applicable indices and adjustment for quality and quantity variations, as may be necessary, on fulfillment of the following conditions:</p>

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Sl. No.	Ref. Clause No. & Section	Existing Provision	Provisions as amended
		<p>17.3 <i>Balance Payment</i></p> <p>(a) <i>Balance payment of Contract Price shall be released after receipt of Coal quality results at MSTPP 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></p> <p>(i) <i>Submission of Final Invoice in quadruplicate for Balance Payment after carrying out the adjustment for quality results.</i></p> <p>(ii) <i>Submission of Coal quality analysis results at CDP, and in case of dispute, quality analysis results of the Umpire Sample for Coal Quality at CDP, as described in Technical Specifications (Section-IV).</i></p> <p>(iii) <i>For adjustment of quantity due to coal quality variations, samples shall be taken from each Barge and analysed for each Barge for payment purpose as described in Technical Specification (Section-IV). The consignment received at Plant end shall imply the Barge quantity.</i></p> <p>(iv) <i>Reconciliation of monthly supplies and payments carried out as described at sub-clause 17.6 herein below.</i></p>	<p>(i) <i>Submission of Final Invoice in quadruplicate for Balance Payment after carrying out the adjustment for quality results.</i></p> <p>(ii) <i>Submission of Coal quality analysis results at CDP, and in case of dispute, quality analysis results of the Umpire Sample for Coal Quality at CDP, as described in Technical Specifications (Section-IV).</i></p> <p>(iii) <i>For adjustment of quantity due to coal quality variations, samples shall be taken from each Barge and analyzed for the shipment for payment purpose as described in Technical Specification (Section-IV). The consignment received at Plant end shall imply the Barge quantity.</i></p> <p>(iv) <i>Reconciliation of monthly supplies and payments carried out as described at sub-clause 17.6 (Payment Reconciliation) herein below.</i></p> <p>(b) <i>All elements of the Contract Price shall be based on received and adjusted net quantity at CDP. The payments made shall be reconciled and settled during the joint monthly reconciliation.</i></p>

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		<p>(b) All elements of the Contract Price shall be based on received and adjusted net quantity at CDP. The payments made shall be reconciled and settled during the joint monthly reconciliation.</p> <p>(c) The Demurrage/ Despatch for lighter vessel(s) / Barges at CDP as per Clause 14.2, Section-III of the Bidding Document, shall be settled separately within 15 days of its Invoicing.</p> <p>(d) During Execution of the contract, all the applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, BIFPCL will reimburse to the contractor, the taxes, duties and other charges which are applicable in Bangladesh as mentioned at Clause 5.7.2 of Section-II. Reimbursement of such taxes, duties and other charges shall be done in Bangladesh Taka at actuals on submission of original challan / documentary proof.</p> <p>17.4 Any balance adjustment as may be necessary on account of quality and quantity parameters, shall be settled through debit/credit notes and payment/ reversal thereof shall be made within fifteen (15) Business Days (excluding the day of receipt) from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, BIFPCL reserves the right to adjust the same in the next available payment.</p>	<p>17.4 Any balance adjustment as may be necessary on account of quality and quantity parameters, shall be settled through debit/credit notes and payment/ reversal thereof shall be made within fifteen (15) Business Days (excluding the day of receipt) from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, BIFPCL reserves the right to adjust the same in the next available payment.</p> <p>17.5 MUTUAL SET-OFF</p> <p>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 were owed to the other Party.</p> <p>17.6 PAYMENT RECONCILIATION</p> <p>BIFPCL and the Contractor shall jointly reconcile all payments made for the monthly Coal supplies Shipment, (vessel) -wise during each month, within fifteen(15) business days after end of each month. The Parties shall forthwith give credit/ debit notes for the amounts falling due, if any, assessed during such reconciliation and payments/ reversals shall be made within fifteen (15) Business</p>

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Sl. No.	Ref. Clause No. & Section	Existing Provision	Provisions as amended
		<p>17.5 MUTUAL SET-OFF</p> <p><i>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 were owed to the other Party.</i></p> <p>17.6 PAYMENT RECONCILIATION</p> <p><i>BIFPCL and the Contractor shall jointly reconcile all payments made for the monthly Coal supplies Shipment, (vessel) -wise during each month, within fifteen (15) business days after end of each month. The Parties shall forthwith give credit/ debit notes for the amounts falling due, if any, assessed during such reconciliation and payments/ reversals shall be made within fifteen (15) Business Days thereafter. The monthly reconciliation statement shall be jointly signed by the authorized representative of BIFPCL and the Contractor, which shall be binding on both the Parties. Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment."</i></p>	<p><i>Days thereafter. The monthly reconciliation statement shall be jointly signed by the authorized representative of BIFPCL and the Contractor, which shall be binding on both the Parties. Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment."</i></p>

Amendment No.2 to Conditions of Contract (COC)	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	(Section-III)	Page 7 of 7
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IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as
1.	9 of Section-IV	<p>PRICING METHODOLOGY AND REFERENCE INDICES:</p> <p>Bidder needs to quote the price in the price schedule as enclosed with the Bidding Document. The Coal Contract Price (Delivered at Plant Jetty) basis after adjustment for variation in applicable indices shall be determined as follows:</p> <p style="text-align: center;">Index Adjusted Price = Adjusted Coal FOB price (A₁) + Adjusted Ocean Transportation price (T₁) + Adjusted Transshipment including Barging price (B₁) + <i>Insurances charges (I)</i></p> <p>The Coal FOB price, Ocean Transportation price and Transshipment including Barging price shall be subject to adjustment for variation in indices during actual payment as described hereinafter. Bidders shall consider the above while quoting the Contract Price.</p>	<p><i>PRICING METHODOLOGY AND REFERENCE INDICES:</i></p> <p><i>Bidder needs to quote the price in the price schedule as enclosed with the Bidding Document. The Coal Contract Price (Delivered at Plant Jetty) basis after adjustment for variation in applicable indices shall be determined as follows during the actual supply:</i></p> <p style="text-align: center;"><i>Index Adjusted Price = Adjusted Coal FOB price (A₁) + Adjusted Ocean Transportation price (T₁) + Adjusted Transshipment including Barging price (B₁) + Coal Insurances (I) + Other charges(O)</i></p> <p><i>The Coal FOB price, Ocean Transportation price and Transshipment including Barging price shall be subject to adjustment for variation in indices during actual payment as described hereinafter. Bidders shall consider the above while quoting the Contract Price.</i></p>

Amendment No.2 to Technical Specification	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	(Section-IV)	Page 1 of 5
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IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as
2.	Clause No. 9.2 B (c) of Section-IV	<p>Adjustment of ocean transportation component of Contract price during Supply with respect to indices</p> <p>The ocean transportation component of Contract price shall be adjusted for variation in the value of the applicable index with respect to the Base Value of the applicable reference index during supply for payment purpose in the following manner:</p> <p>Adjusted Ocean Transportation Price</p> $T_1 = T_0 \times \left\{ 0.08 + 0.465 \times \frac{BSI_1}{BSI_0} + 0.455 \times \frac{MF_1}{MF_0} \right\}$ <p>T₀= Ocean transportation price component</p> <p>BSI₀ = Base Value of Baltic Exchange Supramax Index all 10 route weighted time charter index as on the last Friday 28 days prior to the date of opening of Technical Proposal.</p> <p>BSI₁= Monthly Average of the Baltic Exchange Supramax Index all 10 route weighted time charter index calculated based on the daily indices. For this purpose,</p>	<p>Adjustment of ocean transportation component of Contract price during Supply with respect to indices</p> <p>The ocean transportation component of Contract price shall be adjusted for variation in the value of the applicable index with respect to the Base Value of the applicable reference index during supply for payment purpose in the following manner:</p> <p>Adjusted Ocean Transportation Price</p> $T_1 = T_F + T_0 \times \frac{BSI_1}{BSI_0} + T_B \times \frac{MF_1}{MF_0}$ <p>T_F= Ocean Transportation Fixed Price</p> <p>T₀= Ocean Transportation Freight Price</p> <p>T_B= Ocean Transportation Bunker Price</p> <p><i>BSI₀ = Base Value of Baltic Exchange Supramax Index all 10 route weighted time charter index as on the last Friday 28 days prior to the date of opening of Technical Proposal.</i></p> <p><i>BSI₁= Monthly Average of the Baltic Exchange Supramax Index all 10 route weighted time charter index calculated based on</i></p>

Amendment No.2 to Technical Specification	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	(Section-IV)	Page 2 of 5
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IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as
		<p>Gregorian calendar month preceding the date of bill of lading shall be considered as the month.</p> <p>MF_0 = Base Value of Marine Fuel (0.5%) Bunker delivered at Singapore index as on the last Friday 28 days prior to the date of opening of Technical Proposal.</p> <p>MF_1= Monthly Average of Marine Fuel (0.5%) Bunker delivered at Singapore index calculated based on the daily indices. For this purpose, Gregorian calendar month preceding the date of bill of lading shall be considered as the month.</p>	<p><i>the daily indices. For this purpose, Gregorian calendar month preceding the date of bill of lading shall be considered as the month.</i></p> <p><i>MF_0 = Base Value of Marine Fuel (0.5%) Bunker delivered at Singapore index as on the last Friday 28 days prior to the date of opening of Technical Proposal.</i></p> <p><i>MF_1= Monthly Average of Marine Fuel (0.5%) Bunker delivered at Singapore index calculated based on the daily indices. For this purpose, Gregorian calendar month preceding the date of bill of lading shall be considered as the month.</i></p>
3.	9.2 C (b) of Section-IV	<p>Adjustment of Transhipment and Barging component of Contract price during Supply with respect to indices</p> <p>The transhipment and barging component of Contract price shall be linked to the above mentioned reference Index and shall be adjusted for variation in the value of applicable</p>	<p><i>Adjustment of Transhipment and Barging component of Contract price during Supply with respect to indices</i></p> <p><i>The transhipment and barging component of Contract price shall be linked to the above mentioned reference Index and shall be adjusted for variation in the value of applicable reference</i></p>

Amendment No.2 to Technical Specification	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	(Section-IV)	Page 3 of 5
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IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as
		<p>reference index with respect to the Base Value during supply, for payment purpose in the following manner:</p> <p>Adjusted Transhipment and Barging Price</p> $B_1 = B_0 \times \left\{ 0.90 + 0.10 \times \frac{HSD_1}{HSD_0} \right\}$ <p>B_0= Transhipment and barging price component</p> <p>HSD_0 = Price of HSD notified by Bangladesh Petroleum Corporation as on the last Friday 28 days prior to the date of opening of Technical Proposal.</p> <p>HSD_1= Price of HSD as notified by Bangladesh Petroleum Corporation as on the date of arrival of the Barge at the CDP and shall apply Barge-wise.</p>	<p><i>index with respect to the Base Value during supply, for payment purpose in the following manner:</i></p> <p>Adjusted Transhipment and Barging Price</p> $B_1 = B_0 + B_B \times \frac{HSD_1}{HSD_0}$ <p><i>B_0= Transhipment and barging fixed Price</i></p> <p><i>B_B= Transhipment and barging bunker Price</i></p> <p><i>HSD_0 = Price of HSD notified by Bangladesh Petroleum Corporation as on the last Friday 28 days prior to the date of opening of Technical Proposal.</i></p> <p><i>HSD_1= Price of HSD as notified by Bangladesh Petroleum Corporation as on the date of arrival of the Barge at the CDP and shall apply Barge-wise.</i></p>
4.	Clause 9.2 (D) of Section-IV	<p>Insurances charges (I):</p> <p>Insurance charge for Coal shall be firm</p>	<p>COAL INSURANCES (I)</p> <p><i>This component shall be firm and shall not be</i></p>

Amendment No.2 to Technical Specification	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	(Section-IV)	Page 4 of 5
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Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause and its Section	Existing provisions	Amended as
		and shall not be subject to variation throughout the contract period.	<i>subject to variation throughout the contract period.</i>
5.	New Clause 9.2 (E), Section-IV	-	At the end of Clause 9.2 (D) a new clause 9.2 (E) has been added with the following stipulation: “OTHER CHARGES (O): <i>This component shall be firm and shall not be subject to variation throughout the contract period.”</i>
6.	Attachment 4-4 of Section-IV	Annexures to Attachment 4-4 - Jetty Layout, - Ship Unloader GA - Typical mooring layout (indicative only).	Annexures to Attachment 4-4 - Jetty Layout, - Ship Unloader GA - GA of Grab - Typical mooring layout (indicative only).
7.	Attachment 4-9 of Section-IV	Sample Calculation for arriving Cost of Coal During Supply	Attachment replaced, Refer attachment 4-9 placed at Annexure-II

Amendment No.2 to Technical Specification	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	(Section-IV)	Page 5 of 5
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IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Section	Existing provisions	Amended as
1.	Submission Letter for Financial Proposal' of Section-V(A)	'Financial Proposal Submission Letter' – complete letter	'Financial Proposal Submission Letter (Revision-01)'. Revised format attached at Annexure-III to this Amendment
2.	Attachment-1P of 'Financial Proposal Submission Letter'	Attachment-1P of the 'Financial Proposal Submission Letter' –complete attachment	Attachment-1P of the 'Financial Proposal Submission Letter (Revision-1)'. Revised format Attached at Annexure-IV of this Amendment.
3.	Complete Bid Document	<i>Wherever in the bidding document 'Financial Proposal Submission Letter' is mentioned</i>	<i>Shall be read and replaced with as 'Financial Proposal Submission Letter (Revision-1)'</i>
4	Complete Bid Document	<i>Wherever in the bidding document 'Attachment-1P' is mentioned for Price Proposal</i>	<i>Shall be read and replaced 'Attachment-1P(Revision-1)'</i>

Amendment No.1 to Bid and Contract Forms (Part-A) (Bid Forms and Attachments)	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	Section-V(A)	Page 1 of 1
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IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021	Amendment No.: BIFPCL/MSTPP/COAL/AMDT.02
Bidding Document No.: BIFPCL/MSTPP/COAL	Date: 20.07.2021

Sl. No.	Ref. Clause & Section	Existing provisions	Amended as
1.	Form-3 of Section-V (B)	<p>The following para mentioned in the Form-3 (Bank Guarantee for Initial Payment):</p> <p><i>Furthermore, we understand that, according to your Conditions of Contract Clause <u>17.2.1(a)(iv)</u>, Initial Payment under the Contract must be supported by a bank guarantee to be furnished by the Contractor.</i></p>	<p>The existing para of the Form-3 (Bank Guarantee for Initial Payment) shall be amended and replaced as under:</p> <p><i>Furthermore, we understand that, according to your Conditions of Contract Clause <u>17.1(a)(iv)</u>, Initial Payment under the Contract must be supported by a bank guarantee to be furnished by the Contractor.</i></p>

Amendment No.1 to Bid and Contract Forms (Part-B) (Contract Form and Proforma)	Procurement and Delivery of Imported Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP	Section-V(B)	Page 1 of 1
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গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

নৌ বাণিজ্য দপ্তর

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Annexure-I to Amendment No.2

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নং-৪০২.০১২.০৪৪.০০.০৪৪/২০১৪/৩৪২৭

তারিখঃ ১৫/০৭/২০২১খ্রিঃ

বিষয়ঃ বাংলাদেশ-ইন্ডিয়া ফ্রেন্ডশীপ পাওয়ার কোম্পানী লিঃ (বিআইএফপিসিএল) এর অনুকূলে **General Certificate of Waiver** প্রদান প্রসঙ্গে।

সূত্র-১: নৌপরিবহন মন্ত্রণালয়ের পত্র নং-১৮.০০.০০০০.০২৩.২৬.০২৮.১৭-৫৬, তারিখঃ ২৩ জুন, ২০২১খ্রিঃ

সূত্র-২: নৌপরিবহন মন্ত্রণালয়ের পত্র নং-১৮.০০.০০০০.০২৩.২৬.০২৮.১৭-৫৭, তারিখঃ ২৩ জুন, ২০২১খ্রিঃ

সূত্র-৩: নৌপরিবহন অধিদপ্তরের পত্র নং-১৮.১৭.০০০০.০১২.০১.০৬১.২১.৮, তারিখঃ ৩০ জুন, ২০২১খ্রিঃ

উপর্যুক্ত বিষয়ে নৌ-পরিবহন মন্ত্রণালয়ে অনুষ্ঠিত বাংলাদেশ-ইন্ডিয়া ফ্রেন্ডশীপ পাওয়ার কোম্পানী লিঃ (বিআইএফপিসিএল) এর অনুকূলে **General Certificate of Waiver** প্রদান সংক্রান্ত সভার কার্যবিবরণীর সিদ্ধান্ত (সূত্র-১-২) মোতাবেক এবং সূত্র-৩-এ উল্লিখিত নৌপরিবহন অধিদপ্তরের নির্দেশনা অনুযায়ী নিম্নলিখিত শর্তসমূহ প্রতিপালন সাপেক্ষে বাংলাদেশ-ইন্ডিয়া ফ্রেন্ডশীপ পাওয়ার কোম্পানী লিঃ (বিআইএফপিসিএল) এর অনুকূলে কয়লা সরবরাহ আরম্ভের তারিখ হতে ০৩(তিন) বছর মেয়াদী **General Certificate of Waiver** প্রদান করা হলো;

- ক) বিআইএফপিসিএল এবং নির্বাচিত ঠিকাদারের মধ্যে সম্পাদিত চুক্তিপত্রে আবশ্যিকভাবে কয়লার এফওবি মূল্য, সামুদ্রিক পরিবহন ভাড়া, ট্রান্সশিপমেন্ট ও লাইটারেজ খরচ, কয়লার ডাম্পিং খরচ ইত্যাদি পৃথক পৃথক ভাবে চুক্তিতে অর্ন্তভুক্ত করতে হবে। এছাড়া স্বাক্ষরিত চুক্তির কপি নৌ-পরিবহন মন্ত্রণালয় এবং বিএসসি বরাবর প্রেরণ করতে হবে, যাহাতে ভবিষ্যতে বাংলাদেশী পতাকাবাহী জাহাজ কয়লা পরিবহনের সুযোগ পায়।
খ) বিআইএফপিসিএল এবং নির্বাচিত ঠিকাদারের মধ্যে সম্পাদিত চুক্তিপত্রে উল্লিখিত/উদ্ধৃত মূল্যের একই দরে বিএসসি এবং/অথবা বাংলাদেশী পতাকাবাহী জাহাজ কয়লা পরিবহনের আগ্রহ প্রকাশ করলে সেক্ষেত্রে বিআইএফপিসিএল এবং নির্বাচিত ঠিকাদার আবশ্যিকভাবে বিএসসি এবং/অথবা বাংলাদেশী পতাকাবাহী জাহাজের মাধ্যমে কয়লা পরিবহনের ব্যবস্থা গ্রহণ করবে। অন্যথায় নির্ধারিত কর্তৃপক্ষ কর্তৃক ইস্যুকৃত ০৩(তিন) বছর মেয়াদী **General Certificate of Waiver** তৎক্ষণিকভাবে বাতিল বলে গণ্য হবে।
২. কয়লা সরবরাহ আরম্ভের সুনির্দিষ্ট তারিখ চূড়ান্ত হওয়ার পর তা নৌ-বাণিজ্য দপ্তরকে অবহিত করতে হবে;
৩. ক) কয়লা সরবরাহ আরম্ভের তারিখ হতে প্রতি ০৩(তিন) মাস অন্তর বিদেশি পতাকাবাহী **Ocean Going Vessel** দ্বারা **Cargo/Coal** পরিবহনের জন্য নির্ধারিত সরকারি রাজস্ব প্রতিবার জাহাজ প্রতি ২৩০০/- (ফি ২০০০/- + ভ্যাট ৩০০/-) (দুই হাজার তিনশত) টাকা মাত্র হিসেবে চালানের মাধ্যমে সরকারি তহবিলে (হিসাব নামঃ প্রিন্সিপাল অফিসার, নৌ বাণিজ্য অধিদপ্তর, চট্টগ্রাম, চলতি হিসাব নং-০৮০১১৩৩০০৪৮৯২) জমা করে তা নৌ-বাণিজ্য দপ্তরকে অবহিত করতে হবে;
খ) কয়লা সরবরাহ আরম্ভের তারিখ হতে প্রতি ০৩(তিন) মাস অন্তর বিদেশি পতাকাবাহী **Lighterage Vessel** দ্বারা বাংলাদেশের উপকূলে **Cargo/Coal** পরিবহনের জন্য নির্ধারিত সরকারি রাজস্ব প্রতিবার জাহাজ প্রতি ২৩০০/- (ফি ২০০০/- + ভ্যাট ৩০০/-) (দুই হাজার তিনশত) টাকা মাত্র হিসেবে চালানের মাধ্যমে সরকারি তহবিলে (হিসাব নামঃ প্রিন্সিপাল অফিসার, নৌ বাণিজ্য অধিদপ্তর, চট্টগ্রাম, চলতি হিসাব নং-০৮০১১৩৩০০৪৮৯২) জমা করে তা নৌ-বাণিজ্য দপ্তরকে অবহিত করতে হবে;

পৃষ্ঠা ১/২



গ) বিদেশি পতাকাবাহী Lighterage Vessel দ্বারা বাংলাদেশের উপকূলে Cargo/Coal পরিবহনের ক্ষেত্রে বাংলাদেশ মার্চেন্ট শিপিং অধ্যাদেশ ১৯৮৩ এর ধারা ৬৫ (১) অনুযায়ী নৌ পরিবহন অধিদপ্তর হতে NOC গ্রহণ করতে হবে এবং সংশ্লিষ্ট শর্তাবলী প্রতিপালন করতে হবে।

৪. বাংলাদেশের পতাকাবাহী জাহাজ (স্বার্থরক্ষা) আইন' ২০১৯ এর সাথে সাংঘর্ষিক যে কোন কার্যকলাপের জন্য ইস্যুকৃত এই ০৩(তিন) বছর মেয়াদী General Certificate of Waiver তাৎক্ষণিকভাবে বাতিল বলে গণ্য হবে।



(ক্যাপ্টেন মোঃ গিয়াসউদ্দিন আহমেদ)

প্রিন্সিপাল অফিসার

এবং

প্রেসক্রাইবড অথোরিটি

✓ ব্যবস্থাপনা পরিচালক

বাংলাদেশ-ইন্ডিয়া ফ্রেন্ডশীপ পাওয়ার কোম্পানী লিঃ (বিআইএফপিসিএল)

Unique Heights (Borak), Level-17, 117 Kazzi

Nazrul Islam Avenue Eskaton Garden,

Dhaka-1000.

অনুলিপিঃ সদয় অবগতির জন্য

১. সচিব, নৌ-পরিবহন মন্ত্রণালয়, বাংলাদেশ সচিবালয়, ঢাকা।
২. মহাপরিচালক, নৌ-পরিবহন অধিদপ্তর, ১৪১-১৪৩, মতিঝিল বাণিজ্যিক এলাকা, ঢাকা-১০০০।
৩. ব্যবস্থাপনা পরিচালক, বাংলাদেশ শিপিং কর্পোরেশন, চট্টগ্রাম।
৪. Chairman, Bangladesh Ocean Going Ship Owners' Association (BOGSOA), Office 11/B, Block CWS(A), Road 30, Gulshan 1, Dhaka 1212.
৫. কো-অর্ডিনেটর, ফিল্ড ইউনিট অফিস, নৌ-পরিবহন অধিদপ্তর, চট্টগ্রাম।



ঢাকা অনুবাদ

DHAKA TRANSLATION

Govt. Approved
সরকার অনুমোদিত
Regn. No. 28020
স্থাপিত - ১৯৮৫ইং

1/B, D.I.T Avenue, Motijheel C/A, Dhaka-1000, Bangladesh. Phone : 0565093
E-mail: dhaka.translation@live.com www.dhakatranslation.com

অনুবাদ ও বিশেষ
সংক্রান্ত সকল কাজে
অভিমানের/খাজির
সরকারী লাইসেন্স,
যোগাযোগ, সততা এবং
বিশ্বস্ততার বিষয়ে
সতর্ক থাকুন

Translated Copy



<GoB Logo>

Peoples Republic of Bangladesh
Mercantile Marine Office

<Bangladesh 50
years Logo>

Government Office Building -1, Agrabad, Chattogram
Web: www.mmd.gov.bd, Email: po@mmd.gov.bd

Mujib 100
years Logo>

Memo. No.-402.102.044.00.00.044/2014/3427

Date: 15.07.2021

Subject: Regarding Issuance of General Certificate of Waiver in favor of Bangladesh-India Friendship Power Company Ltd. (BIFPCL)

- Ref.-1 : Ministry of Shipping Letter No. 18.00.0000.023.26.028.17-56; dated: 23 Jun 2021
- Ref.-2 : Ministry of Shipping Letter No. 18.00.0000.023.26.028.17-57; dated: 23 Jun 2021
- Ref.-2 : Ministry of Shipping Letter No. 18.17.0000.012.061.21.8; dated: 30 Jun 2021

In view of the aforementioned subject, as per the decision (Ref. 1-2) stipulated in the Minutes Meeting held at Ministry of Shipping in connection with the issuance of General Certificate of Waiver in favor of Bangladesh-India Friendship Power Company Ltd. (BIFPCL) and abide by the instructions from Department of Shipping vide Ref.-3; a General Certificate of Waiver in favor of Bangladesh-India Friendship Power Company Ltd. (BIFPCL) is hereby issued for 03 (three) years term from the Commencement date of the Coal Supply in compliance with the following conditions -

1. ka) The Contract agreement to be executed between BIFPCL and the selected contractor must include itemized cost of coal FOB price, ocean transportation fare, transshipment and lighterage cost, coal dumping cost etc. separately in the Contract. Further, a copy of the signed agreement shall have to be sent to the Ministry of Shipping and Bangladesh Shipping Corporation (BSC), so that Bangladeshi flagged vessel may get transportation facilitation in future.
kha) If BSC and / or Bangladeshi flagged vessel express interest in transporting coal at the same rate mentioned / quoted in the contract to be executed between BIFPCL and selected contractor, then BIFPCL and selected Contractor must have to arrange for transportation of coal via BSC and / or Bangladeshi flagged vessel. Otherwise, the 03 (three) years term General Certificate of Waiver issued by the Competent authority shall be deemed to be rescinded immediately.
2. Mercantile Marine Office (MMO) shall have to be informed after the Specific Commencement date of coal supply has been finalized;
3. ka) For shipment cargo/ coal via **foreign flagged Ocean Going Vessel** in every 03 (three) months interval from commencement date of coal supply, depositing Government Revenue fee amounting BDT 2300 (Fee 2000/- + VAT 300/-) (Two thousand three hundred) taka every time per ship applicable for each shipment in favor of Government Fund (Account Name: Principal Officer, Marine Mercantile Office, Chattogram, Current Account No. 0801133004892) via Government Invoice, that shall have to inform to MMO;

Seal & Signature of the signatory here by
AUTHENTICATED

18 JUL 2021
Adv. Abul Kalam Azad
Advocate & Notary Public
(Whole of Bangladesh)
Dhaka Translation
1/B, D.I.T. Avenue Motijheel C/A, Dhaka
Mobile: 01814-264612



TRANSLATED BY

(M.M. FAROOQUE)
Manager-Cum-Translator
For Dhaka Translation



Govt. Approved
সরকার অনুমোদিত
Regn. No. 28020
স্থাপিত - ১৯৮৫ইং

ঢাকা অনুবাদ

DHAKA TRANSLATION

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E-mail: dhaka.translation@live.com, www.dhakatranslation.com

অনুবাদ ও বিশেষ
সংক্রান্ত সকল কাজে
প্রতিষ্ঠানের/ব্যক্তির
সরকারী লাইসেন্স,
যোগ্যতা, সহতা এবং
বিশ্বস্ততার বিষয়ে
সর্বত্র থাকুন

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Kha) For shipment cargo/ coal in coast of Bangladesh via **foreign flagged Ligh terage Vessel** in every 03 (three) months interval from commencement date of coal supply, depositing Government Revenue fee amounting BDT 2300 (Fee 2000/- + VAT 300/-) (Two thousand three hundred) taka every time per ship applicable for each shipment in favor of Government Fund (Account Name: Principal Officer, Marine Mercantile Office, Chattogram, Current Account No. 0801133004892) via Government Invoice, that shall have to inform to MMO;

Ga) NOC shall has be issued from Department of Shipping in favor of the Cargo/ Coal transportation to coast of Bangladesh via Foreign flagged Lighterage Vessel as per Clause 65(1) of Bangladesh Merchant Shipping Ordinance 1983 and relevant terms must be complied with.

4. The General Certificate of Waiver valid for 03 (three) years term shall be considered annulled immediately in case of any activities contradictory to the Bangladesh Flagged Vessel (Protection) ACT 2019.

<Official Round Seal of
MercantileMarine Office, Chattogram>

(signed)
Captain Md Giasuddin Ahmed
Principal Officer
and
Prescribed Authority

Managing Director
Bangladesh-India Friendship power Company Ltd. (BIFPCL)
Unique Heights (Borak), Level-17,
117 Kazi Nazrul Islam Avenue,
Eskaton garden, Dhaka-1000



Copy (for information only):

- Secretary, Ministry of Shipping, Bangladesh Secretariate, Dhaka
- Director General, Department of Shipping, 141-143, Motijheel C/A, Dhaka-1000
- Managing Director, Bangladesh Shipping Corporation, Chattogram
- Chairman, Bangladesh ocean going Ship Owners' Association (BOGSOA), Office: 11/B, Block CWS (A), Road 30, Gulshan 1, Dhaka 1212.
- Coordinator, Field Unit Office, Department of Shipping, Chattogram.

Seal & Signature of the signatory here by
AUTHENTICATED

18 JUL 2021

Adv. Abul Kalam Azad
Advocate & Notary Public
(Whole of Bangladesh)
Dhaka Translation
1/B, D.I.T. Avenue Motijheel C/A, Dhaka
Mobile: 01914-264612



TRANSLATED BY
(Signature)
(M.M. FAROOQUE)
Manager-Cum-Translator
For Dhaka Translation

**Annexure-II to Amendment No.2
ATTACHMENT 4-9**

(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 BIFPCL.
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.

	Description	Abbreviation	USD/MT
A.	CONTRACT PRICE COMPONENTS		
1	Coal FOB price component (USD/MT)	P₁	50
2	Ocean Transportation Fixed Price	P₂	2
3	Ocean Transportation Freight Price	P₃	7
4	Ocean Transportation Bunker Price	P₄	6
5	Transshipment and Barging Fixed Price	P₅	6
6	Transshipment and Barging Bunker (HSD) Price	P₆	2
7.	Coal Insurance	P₇	1
8.	Other charges	P₈	1
9.	Total Contract Price	P () = P₁ + P₂ + P₃ + P₄ + P₅ + P₆ + P₇ + P₈	75
B.	Reference Indices and their Reference values are as mentioned below		
1.	For Coal (FOB) (as may be applicable as per the contract)		
	(i) AAXEX00 FOB Richards Bay 5500NAR as published in Coal Trader International by S&P Global Platts for Coal from South Africa.		
	(ii) AAVUW00 for FOB Newcastle as published in Coal Trader International by S&P Global Platts for Coal from Indonesia and Australia.		
	Base value of the applicable Index, as on the last Friday 28 days prior to the date of opening of technical proposal		55 (say)
2.	Ocean Transportation Price: Reference index and Base Values		
i)	Base value of Baltic Exchange Supramax Index weighted timecharter average (all 10 timecharter routes) (BSI-10TC), as on		11,191 (say)

Oban

	the last Friday 28 days prior to the date of opening of technical proposal		
ii)	Base value of Marine Fuel (0.5%) Bunker delivered at Singapore by S&P Global Platts Bunkerwire, as on the last Friday 28 days prior to the date of opening of technical proposal (say)		594 (say)
3.	Transshipment & Barging Price: Reference Index and Base Value		
i)	Base value of HSD diesel price at Mongla as published by Bangladesh Petroleum (USD per tonne) as on the last Friday 28 days prior to the date of opening of technical proposal (say)		890 (say)
4.	Coal Quality Parameters Base Value		
	Coal NAR (NAR _{BASE}) (kcal/kg)		5500
	Ash (ADB) (%)	C	12% (Base value) < Ash (ADB) ≤ 21% and ASH (ARB) ≤ 18%
	Sulphur (ADB) (%)	S₁	0.72% (Base value) < Sulphur (ADB) ≤ 1.0% and Sulphur (ARB) ≤ 0.9 %
	Moisture (ARB) (%)	No adjustment shall be applied in case of decrease in Total Moisture below the Base value	24
5.	Coal parameters of Coal being supplied in a shipment		
i)	Coal source country		Indonesia (say)
ii)	Shipment size (MT)	Q	55,000
iii)	Coal NAR (NAR _{CDP}) (kcal/kg)		5300
iv)	Ash (ADB) (%)	B	15
v)	Sulphur (ADB) (%)	S₂	0.8
vi)	Moisture (ARB) (%)		24
6.	Index values for the Shipment		
i)	FOB Coal -AAVUW00 for FOB Newcastle by S&P Global Platts. Average of calendar month preceding the date of bill of lading	W	56
ii)	Ocean Freight: Baltic Exchange Supramax Index weighted timecharter average (all 10 timecharter routes) (BSI-10TC) Average of calendar month preceding the date of bill of lading (say)	X	11500
iii)	Ocean Bunker: Marine Fuel (0.5%) Bunker delivered at Singapore by S&P Global Platts Bunkerwire Average of	Y	600

Abu

	calendar month preceeding the date of bill of lading (say)		
iv)	HSD diesel price at Mongla as published by Bangladesh Petroleum (USD per tonne) as on the date of arrival of barges at CDP (say)	Z	900
7.	Adjusted Total Contract Price		
i)	Adjusted Coal FOB price (P ₁₁) (USD/MT)	= P ₁ x (W/ 55)	50.91
ii)	Ocean Transportation fixed component (P ₂)	= P ₂	2
iii)	Adjusted Ocean Transportation freight component (P ₃₁) (USD/MT)	= P ₃ x $\frac{X}{11191}$	7.19
iv)	Adjusted Ocean transportation Bunker Component (P ₄₁)	= P ₄ x $\frac{Y}{594}$	8.99
v)	Transshipment and barging fixed component (P ₅)	= P ₅	6
vi)	Adjusted Transshipment including Barging price (P ₆₁) (USD/MT)	= P ₆ x $\frac{Z}{890}$	2.02
vii)	Coal Insurances (P ₇) (USD/MT)	= P ₇	1.00
viii)	Other Charges (P ₈) (USD/MT)	= P ₈	1.00
ix)	Index Adjusted Total Contract Price (A) (USD/MT)	= P ₁₁ + P ₂ + P ₃₁ + P ₄₁ + P ₅ + P ₆₁ + P ₇ + P ₈	79.11
8.	Price Adjustment, for Coal Quality variation		
i)	CV Adjusted price (NAR) (A_{cv}) (USD/MT)	= A _X ($\frac{NAR_{CDP}}{NAR_{BASE}}$)	76.23
ii)	Since moisture ≤ 24%, no adjustment	Q _{(r)_TM}	0
iii)	Ash adjustment: Coal quantity to be reduced (MT) (Since ash (ADB) is greater than 12%)	Q _{(r)_Ash} = $Q \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$	1968.75
iv)	Sulphur adjustment (USD/MT) (The price of Coal shall be reduced at the rate of USD 2.8 per MT as Sulphur adjustment: for every 0.1% point increase in Sulphur, or part thereof)	Sulphur_Adjustment = ((S₁ - S₂)/0.1) x 2.8	2.24
v)	Adjusted total price of Shipment (USD)	= (Q - Q _{(r)_TM} - Q _{(r)_Ash}) x A _{cv} - (Q x Sulphur_Adjustment)	3,923,782.19

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PROPOSAL SUBMISSION LETTER

IFB No.: BIFPCL/MSTP/COAL/751(1)

Date: 16.03.2021

Name of Package: **Procurement and Delivery of Imported Coal at Plant Jetty (CDP) for 2x660MW Maitree Super Thermal Power Project at Rampal, District-Bagerhat, Bangladesh**

To,
Chief Procurement Officer
Bangladesh-India Friendship Power Company (Pvt.) Limited.
Level-17, Borak Unique Heights
117, Kazi Nazrul Islam Avenue,
Eskaton Garden, Dhaka-1000,
Bangladesh

Sir,

Proposal No. **Date:**

1. Having examined the Bidding Document(s) bearing no. **BIFPCL/MSTPP/COAL** 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 Procurement and Delivery of Imported Coal at Plant Jetty (CDP) as per the Specifications of the Coal mentioned in the Bidding Document(s) for 2x660MW Maitree Super Thermal Power Plant at Rampal, District- Bagerhat, Bangladesh on single point responsibility basis, 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 Not used

2.2 We are aware and acknowledge that the Price Schedule does not generally give a full description

FINANCIAL PROPOSAL SUBMISSION LETTER(Revision-1)

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.

- 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(Revision-01)**], 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 BIFPCL 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(Revision-01)** 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 imported coal to BIFPCL.
4. We confirm that the bid price quoted in the Financial Proposal shall be exclusive of taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/ Work under the Contract (excluding tug hire or purchase expenses, or mooring charges or any other port services related costs and expenses) in each case, as applicable in Bangladesh, which shall be to the account of the BIFPCL.

We agreed that during execution of the contract, all the applicable taxes, duties and other charges shall be paid by the us directly to the concerned statutory authority for the quantity of coal delivered at Plant Jetty. On completion of each shipment, BIFPCL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance payment. Such reimbursement for the quantity of coal delivered at Plant Jetty shall be done in Bangladesh Taka.

Annexure-III to Amendment No.2

FINANCIAL PROPOSAL SUBMISSION LETTER(Revision-1)

Further, BIFPCL shall not deduct any Advance Income Tax (AIT) or Value Added Tax (VAT) from the payment due to the Contractor. Both AIT and VAT shall be borne and paid directly by BIFPCL to the concerned authorities.

- 4.1. We confirm that except as otherwise specifically provided, our Financial Proposal includes all taxes, including applicable taxes, duties, levies and charges, as may be assessed on our sub-Contractors, both inside and outside Bangladesh.
- 4.2. 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 hereby confirm to abide by General Certificate of Waiver with conditions issued by Mercantile Marine Office, Chattogram, under the Ministry of Shipping, People's Republic of Government of Bangladesh vide its Memo No. 402.102.044.00.00.044/2014/3427 dated 15.07.2021 for use of Foreign Flagged Vessels for transportation and transshipment of Coal for three years.
6. 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).
- 6.1. 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).
7. 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.
8. 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 a binding contract between us.
9. We understand that you are not bound to accept the lowest or any other bid you may receive.
10. 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,



Annexure-III to Amendment No.2

FINANCIAL PROPOSAL SUBMISSION LETTER(Revision-1)

Yours faithfully,

Date:
Place:

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

Business Address:
Country of Incorporation (Province also to be indicated):

Fax No:
Phone No:
Mobile No:
Email ID:



IFB No.: BIFPCL/MSTP/COAL/751(1)

Date: 16.03.2021

Name of Package: **Procurement and Delivery of Imported Coal at Plant Jetty (CDP) for 2x660MW Maitree Super Thermal Power Project at Rampal, District-Bagerhat, Bangladesh**

(Price Schedule)

Bidder's Name & Address:

To,
Chief Procurement Officer
Bangladesh-India Friendship Power
Company (Pvt.) Ltd.
Level-17, Borak Unique Heights
117, Kazi Nazrul Islam Avenue,
Eskaton Garden, Dhaka-1000,
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 the Coal, having base parameters specified at sl. no. 2.0 below and in other sections of the Bidding Document(s), for supply thereof on single point responsibility basis delivered at MSTPP Plant Jetty for 2x660MW Maitree Super Thermal Power Plant at Rampal, District- Bagerhat, Bangladesh

Sl. No.	Description	Price (USD/MT) (Unit)
1.	Bid Price for Procurement and Delivery of Imported Coal at Plant Jetty (CDP)	...(in figures)....
	(in words).....

- 2.0 We hereby confirm that for quoting the Bid Price in the Price Schedule, we have considered the following Coal Quality Base parameters and values thereof, besides other Coal quality parameters specified in the Bidding Document(s):

Sl. No.	Parameter for Coal quality	Basis	Base Value of Coal Quality Parameter
1.	Net Calorific Value, As Received Basis (NAR)	ARB	5500 Kcal/Kg
2.	Ash	ADB	12%
3.	Sulphur	ADB	0.72%
4.	Size	-	Upto 50 mm (less than 2mm: 30% max)

(ARB- As Received basis, ADB: Air Dry Basis; NAR: Net As Received)

- 3.0 In line with the stipulations of ITB clause 5.5, we hereby furnish break-up of the Bid Price to be quoted in terms of sl. no. 1.0 above, into the following components for price adjustment during actual supply. We understand that this break-up of price components, will only be used for the purpose of price adjustment during actual supply, and shall not be used for the purpose of evaluation of Financial proposal.

Sl. No.	Particulars	Price Component	
		Rate (US\$ per MT) (In figure)	Rate (US\$ per MT) (in word)
A	Coal FOB Price		
B	Ocean Transportation:		
(i)	Ocean Transportation Fixed Price*		
(ii)	Ocean Transportation Freight Price*		
(iii)	Ocean Transportation Bunker Price*		
C	Transshipment and Barging:		
(i)	Transshipment and Barging Fixed Price*		
(ii)	Transshipment and Barging Bunker (HSD) Price*		
D	Coal Insurance		
E	Other charges		

(*)- refer Clause 4.0.

4.0 We hereby confirm to abide by General Certificate of Waiver with conditions issued by Mercantile Marine Office, Chattogram, under the Ministry of Shipping, People's Republic of Government of Bangladesh vide its Memo. No. 402.102.044.00.00.044/2014/3427 dated 15.07.2021 for use of Foreign Flagged Vessels for transportation and transshipment of Coal for three years and further comply the following:

- i. We confirm that, we have provided separate prices under the contract for coal FOB price, ocean Transportation (Fixed, Freight and Bunker) price, Transshipment & Barging (Fixed and Bunker) price, Coal Insurance & other charges.
- ii. We confirm that, if BSC and / or Bangladeshi flagged vessel express interest in transporting coal at the same rate quoted at B & C of clause 3.0 above, in such case, we shall be responsible for commercial employment of the Bangladesh Flagged vessels and/or BSC vessels for transportation of coal for the project.
- iii. In case of non-compliance of above, we understand that, the 03 (three) year term General Certificate of Waiver issued by the Competent authority shall be deemed to be immediately revoked.

iv. In case of revocation of General certificate of waiver for flag, we will abide by the flag conditions of Bangladesh.

5.0 We hereby confirm that for the purpose of adjustment, reference indices shall be in line with the stipulations of the Bidding Document.

6.0 We confirm that the Insurance component includes all the charges as per Clause 19 of the Conditions of Contract (Section-III) of the Bidding Document.

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 imported coal to BIFPCL.
- (ii) The Bid/Contract Price quoted in the Financial Proposal shall be exclusive of taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/ Work under the Contract (excluding tug hire or purchase expenses, or mooring charges or any other port services related costs and expenses) in each case, as applicable in Bangladesh, which shall be to the account of the BIFPCL.
- (iii) 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).
- (iv) Further, BIFPCL shall not deduct any Advance Income Tax (AIT) or Value Added Tax(VAT) applicable in Bangladesh, from the payment due to the Contractor. Both AIT and VAT shall be borne by BIFPCL and shall be paid by directly to the concerned authorities.
- (v) The quoted Contract Price is 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 from abroad to Bangladesh, as may be necessary. and the same shall be to the account of the Bidder.

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