

Sl. No.	Ref. Clause No. & Section	Existing Provision	Provisions as amended
1.	Clause 16.4	<p>Letter of Credit (L/C) will be opened in any Scheduled Bank of Bangladesh within twenty (20) 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>Letter of Credit (L/C) will be opened in any Scheduled Bank of Bangladesh within twenty (20) 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.</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>
2.	Clause 17 (Payment Terms) Section-III	<p>17.1 The payment shall be released to the account of Contractor in two (2) stages i.e. Interim Payment and Balance Payment.</p> <p>17.2 Interim Payment</p> <p>(a) Ninety percent (90%) of Contract Price of the shipment shall be released on receipt of the Shipment by BIFPCL at CDP and on fulfillment of the following conditions:</p> <p>(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</p>	<p>The payment shall be released to the account of Contractor in three (3) stages i.e. Initial Payment, Interim Payment and Balance Payment.</p> <p>17.1 Initial Payment</p> <p>(a) 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:</p>

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		<p>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 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.</p> <p>(iv) 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>(i) Submission of Invoice in quadruplicate along with related coal price indices</p> <p>(ii) 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.</p> <p>(iii) 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.</p> <p>(iv) 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 payment released to</p>

<p>17.2.1 Initial Payment</p> <p>(a) 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 fulfillment of the following conditions:</p> <p>(i) Submission of Proforma Invoice in quadruplicate along with related coal price indices</p> <p>(ii) 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.</p> <p>(iii) Submission of unconditional Bank Guarantee towards Performance Security (as per specified format). Subsequent to submission of the same initially, the copies</p>	<p>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 shall be deducted from the subsequent payments to be made to the Contractor upon supply of the last consignment of the corresponding Shipment.</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>(d) 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</p>
<p>17.2 Interim Payment</p> <p>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:</p> <p>(i) Submission of Invoice in quadruplicate based on the actual quantity of Coal as measured at the CDP. The Shipment at the CDP, for payment</p>	<p>17.2 Interim Payment</p> <p>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:</p> <p>(i) Submission of Invoice in quadruplicate based on the actual quantity of Coal as measured at the CDP. The Shipment at the CDP, for payment</p>

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		<p>of the said Bank Guarantee shall 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>17.3 Balance Payment</p>	<p>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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		<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 fulfilment of the following conditions:</p> <p>(i) Submission of Final Invoice in quadruplicate for Balance Payment after carrying out the adjustment for quality results.</p> <p>(ii) 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).</p> <p>(iii) 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.</p> <p>(iv) Reconciliation of monthly supplies and payments carried out as described at sub-clause 17.6 (Payment Reconciliation) herein below.</p>	<p>(i) Submission of Final Invoice in quadruplicate for Balance Payment after carrying out the adjustment for quality results.</p> <p>(ii) 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).</p> <p>(iii) 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.</p> <p>(iv) Reconciliation of monthly supplies and payments carried out as described at sub-clause 17.6 (Payment Reconciliation) herein below.</p> <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>

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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>17.5 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 Days thereafter. The monthly</p>

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	<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 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 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</p>	<p>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.”</p>	

IFB No.: BIFPCL/MSTPP/COAL/0.3MMT/791 dated 05.07.2021	Amendment No.: BIFPCL/MSTPP/COAL/0.3MMT/AMDT.01
Bidding Document No.: BIFPCL/MSTPP/COAL/0.3MMT	Date: 18.07.2021

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		<p>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.”</p>	

IFB No.: BIFPCL/MSTPP/COAL dated 16.03.2021

Amendment No.: BIFPCL/MSTPP/COAL/0.3MMT/AMDT.01

Bidding Document No.: BIFPCL/MSTPP/COAL/0.3MMT

Date: 18.07.2021

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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 17.2.1(a)(iv), 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 17.1(a)(iv), 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 Form
(Bid Forms and Attachment)

Procurement and Delivery of 0.3MMT of Imported
Coal at Plant Jetty (CDP) of 2x660MW Maitree STPP

Section-V (A)

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