

1st Amendment for Tender Document
for
Supply of Coal
for
Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant
(Tender Package No.: PUR-011(CS/PATUAKHALI/OTM)/2024-25)

Reference No.: RNPL/1320/2025/0420

Date: 04 March, 2025



RPCL-NORINCO INTL POWER LIMITED

S/N	Tender Document Reference	Existing Provision	Amendment
Section 2: Tender Data Sheet			
1	Page 40 ITT 36.1	For <u>Tender submission purposes</u> , the Purchaser's address is: Attention: Company Secretary Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh The deadline for submission of Tenders is 12:00 PM (BST) on 06.03.2025	For <u>Tender submission purposes</u> , the Purchaser's address is: Attention: Company Secretary Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh The deadline for submission of Tenders is 12:00 PM (BST) on 20.03.2025
2	Page 40 ITT 42.1	The Tender opening shall take place at (<i>always the primary place</i>): Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh 12:30 PM (BST) on 20.03.2025	The Tender opening shall take place at (<i>always the primary place</i>): Address: RPCL-NORINCO INTL POWER LIMITED Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh 12:30 PM (BST) on 20.03.2025
Section 4: Particular Conditions of Contract			
3	Page 81 GCC 25.1	25.1.1. Calculation of Invoice Value The delivered value ("Invoice Value") of each Shipment of Coal shall be determined in accordance with the following formula: $IV_n = Q_n \times DP_n$ Where: n=The Shipment of Coal, as identified by its Bill of Lading, IV _n =The Invoice Value for the Shipment,	25.1.1 Calculation of Invoice Value The delivered value ("Invoice Value") of each Shipment of Coal shall be determined in accordance with the following formula: $IV_n = Q_n \times DP_n$ Where: n=The Shipment of Coal, as identified by its Bill of Lading, IV _n =The Invoice Value for the Shipment,

Q_n =The quantity of Coal in the Shipment, in Tonnes as recorded in the Certificate of Weight from the Loading Port, and

DP_n =The Delivered Price per Tonne of Coal after adjustment to Base Price for the Shipment, determined as follows:

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

Where:

PGCV	=	
PTS	=	
PTA	=	
PTM	=	
P_n	=	The Base Price per Tonne for the Shipment n

$$= ICI-3 + F$$

Where,

ICI-3	:	Monthly Average of the Reference Index (i.e., The Reference Index used for quoting Tender Price) calculated Based on the weekly indices. For this purpose, the Gregorian calendar month preceding the date of Bill of lading shall be considered as the month.
F	:	Final Price Factor

Q_n =The quantity of Coal in the Shipment, in Tonnes as recorded in the Certificate of Weight from the Loading Port, and

DP_n =The Delivered Price per Tonne of Coal after adjustment to Base Price for the Shipment, determined as follows:

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

Where:

PGCV	=	
PTS	=	
PTA	=	
PTM	=	
P_n	=	The Base Price per Tonne for the Shipment n

$$= (HBA2 \times \frac{5000}{4100}) + F$$

Where,

HBA2	:	The last Harga Batubara Acuan (HBA) II Index i.e. Reference Coal Price (in equivalent calorific value of 4,100 kcal/kg GAR [US\$/ton] published by MINISTER OF ENERGY AND MINERAL RESOURCES of REPUBLIC OF INDONESIA in the previous month of issuance of bill of lading.
F	:	Final Price Factor

Section 5: Tender and Contract Forms

4	Page 129-Page 131 Price Schedule for Goods (Form PG4-3B)	Price Schedule for Goods (Form PG4-3B)	See Annex-1
5	Page 141 Notification of Award (Form PG4-7)	Notification of Award (PG4-7)	See Annex-2
6	Page 142 Contract Agreement	Contract Agreement (PG4-8)	See Annex-3

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Price Schedule for Goods (Form PG4-3B)
[Group B Tenders: Goods Manufactured/produced outside Bangladesh, to be imported]

Invitation for Tender No:
Tender Package No:

Date:

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

Dear Sir,

With reference to our Financial Offer No.[Reference No. of Financial Offer Submission Letter] Dated.....[Date of Financial Offer Submission Letter]... submitted against Tender Document for Supply of Coal for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant (Tender Document No.: PUR-007(CS/PATUAKHALI/OTM)/2024-25 Date: 06.11.2024), we hereby declare according to the ITT 23 that, for our proposed coal,

1. We hereby quote the following as our Tender Price, considering the complete scope of work, specifications and terms and conditions of the Tender Document for the Coal, having base parameters specified at sl. no. 4 below and in other sections of the Tender Document, for supply of coal thereof on FOBT basis, delivered at Coal Loading Port (CLP) for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant. We declare that the Tender Price (P) in USD/MT shall include not limited to the FOBT price of Coal, logistics in the source country, port charges, stevedoring, and loading the Vessel at the Coal Loading Port, taxes, duties, levies in the Coal source country.
2. Tenderer is requested to submit the Tender Price (P) linked to Harga Batubara Acuan (HBA) II Index i.e. Reference Coal Price (in equivalent calorific value of 4,100 kcal/kg GAR [US\$/ton] published by MINISTER OF ENERGY AND MINERAL RESOURCES OF REPUBLIC OF INDONESIA

Tenderer will express the Tender Price in United States Dollar (USD).

Tender Price (in USD/MT): $P = (HBA2 \times \frac{5000}{4100}) + F$

Where,

HBA2: Value of HBA2, The last Harga Batubara Acuan (HBA) II Index i.e. Reference Coal Price (in equivalent calorific value of 4,100 kcal/kg GAR [USD/MT] published by MINISTER OF ENERGY AND MINERAL RESOURCES of REPUBLIC OF INDONESIA on preceding month prior to the date of opening of technical offer.

Price Factor (F): Tenderer to provide plus or minus figure as Price Factor (F) which shall be applicable to derive Tender Price before unconditional discount. For example, if "F" is premium of \$1 then please mention it as "plus \$1.00" and if it is discount of \$1 then please mention it as "minus \$1.00".

SI No.	Description	Tender Price (P) (USD/MT)	HBA2 Price (USD/MT)	Price Factor (F) (USD/MT)	Country of Origin of Coal
1.	Tender Price (P) for Supply of Coal for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant before unconditional discount	[In Figures].....			
		[In Words].....			

3. We hereby offer an unconditional discount on the Tender Price quoted under sl no.2 above:

SI No.	Description	Price (USD/MT)
1.	unconditional discount on the Tender Price quoted under sl no.2 above:	[In Figures]..... [In words].....

4. We hereby confirm that for quoting the Tender Price (P) in the Financial Offer, we have considered the following Coal Quality Base Specifications and values thereof as per ITT 23, besides other Coal quality parameters specified in the Tender Document:

No.	Parameter	Units	Base Specifications
1	Gross Calorific Value As Received Basis	Kcal/kg	5000
2	Total Moisture As Received Basis	%	28
3	Total Ash As Received Basis	%	9
4	Volatile Constituent Air Dried Basis	%	38.58
5	Total Sulfur As Received Basis	%	0.80
6	HGI		54
7	Ash Fusion Temperature (Reducing Initial Deformation)	°C	1320
8	Ash Fusion Temperature (Reducing Spherical)	°C	1380
9	Coal particles below 2mm	%	25.00

5. We hereby confirm that for quoting the Tender Price (P) in this Financial Offer, we have considered the reference index ...[name of the reference index]... of date[d/m/y].... which is the latest index published on preceding month prior to the date of opening of **Technical Offer**. Relevant supporting document of reference index is attached.
6. We hereby confirm that for the purpose of adjustment, reference indices shall be in line

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with the stipulations of the Tender Document.

- 7. We hereby confirm that the Tender Price (P) shall be inclusive of, and not subject to any increase as a result of, all costs and expenses arising in the production, transport to the Loading Port, sale, delivery to and loading on board the relevant Vessel, and Trimming of the relevant Vessel, as well as all Taxes that any Government Instrumentality of the Country of Origin may impose on the sale or purchase of any Shipment to or by the Purchaser or on the Supplier in relation to any of the foregoing.
- 8. We agree to abide by this Financial Offer for a period 150 days from the date of opening of Technical Offer as stipulated in the Tender Document, 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.
- 9. Until a formal Contract is prepared and executed between us, this offer, together with your written acceptance thereof in the form of your Notification of Award, shall constitute a binding contract between us.
- 10. We understand that you are not bound to accept the lowest or any other offer you may receive.

Attachment:

- 1. Attachment PG4-3B_1: Supporting Document of Latest Reference Index published on preceding month prior to the date of opening of **Technical Offer**.

Date: (Signature)
 (Printed Name)
 (Designation)
 (Company Seal)

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Notification of Award (Form PG4 - 7)

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for supply of coal for the Contract Price of unit price of $(HBA2 \times \frac{5000}{4100}) + F$ per Metric Tonne as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Purchaser]*.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 62.3
- ii. furnish a Performance Security in the specified format and in the amount of *[state amount in figures and words]*, within Twenty-eight (28) days from issue of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 64.2
- iii. sign the Contract within twenty eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 67.2

You may proceed with the execution of the supply of Goods and related Services only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract, which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal and signature.

Signed

Duly authorised to sign for and on
behalf of *[name of Purchaser]*

Date:

Contract Agreement (Form PG4 - 8)

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Purchaser] (hereinafter called "the Purchaser") of the one part and [name and address of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for supply of coal and has accepted a Tender by the Supplier for the supply of coal at unit price of $(HBA2 \times \frac{5000}{4100}) + F$ per Metric Tonne (hereinafter called "the Contract Price") for a period of five (5) years under certain Terms and Conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely :
 - (a) the signed Form of Contract Agreement;
 - (b) the Notification of Award
 - (c) The Tender and the appendices to the Tender
 - (d) Particular Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Technical Specifications;
 - (g) Drawings;
 - (h) Price Schedules and Schedule of Requirements and;
 - (i) other document including correspondences listed in the PCC forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence

of Name

Address



