Amendment- 01 of the Bidding Document

Bid Package Name: Procurement and Delivery of Imported Coal at Plant Jetty (CDP) for Matarbari 2x600 MW Ultra Super Critical Coal Fired Power Plant

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

Memo No: 27.32.0000.000.005.07.0003.25.0931; Date: 08 November 2026

Section – II

Instruction To Bidders (ITB)

1. Clause 5.3(3)(a)(ii) (Page 23 of 216)

Existing:

(ii) For evaluation purpose, Ocean Freight price will be calculated based on average of B1 and B2 as mentioned in the Price Schedule Section-V, Part-B Attachment-1P. Calculation process is mentioned in the Price Schedule Section-V, Part-B Attachment-1P.

Replaced by:

(ii) For evaluation purpose, Ocean Freight price will be calculated based on average of B1 and B2 as mentioned in the Price Schedule Section-V, Part-B Attachment-1P. Calculation process is mentioned in the Price Schedule Section-V, Part-B Attachment-1P. **Bidders are required to duly complete Clause 3 of Attachment-1P (Price Schedule). In the event that a bidder completes only one item (either B1 or B2), the submitted value shall be deemed applicable to the missing item. Failure to complete both B1 and B2 shall result in the rejection of the bid.**

2. Clause 5.7(3) (Page 26 of 216)

Existing:

In respect of the Taxes and Duties as set out in this clause 5.7, or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of this Clause 5.7 or otherwise under the Contract (as applicable).

Replaced by:

ITB 5.7(3) In respect of the Taxes and Duties as set out in this clause 5.7, or otherwise under the Contract, any implication or consequence of an increase or decrease **in anywhere in the world (except Bangladesh)** in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in

interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of this Clause 5.7 or otherwise under the Contract (as applicable).

Section – III

Conditions Of Contract (COC)

3. Clause 12 (Page 63 of 216)

Existing:

Along with the clauses of ITB 5.7 the following has to be complied:

It is hereby expressly agreed by and between the Parties that in respect of the Taxes and Duties as set out in this Clause 12, or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of this Clause 12 or otherwise under the Contract (as applicable).

Replaced by:

Along with the clauses of ITB 5.7 the following has to be complied:

It is hereby expressly agreed by and between the Parties that in respect of the Taxes and Duties as set out in this Clause 12, or otherwise under the Contract, any implication or consequence of an increase or decrease **in anywhere in the world (except Bangladesh)** in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall accrue to and be borne by the said Party who is responsible for bearing such Taxes and Duties in terms of this Clause 12 or otherwise under the Contract (as applicable).

4. Clause 14.1(a) (Page 63 of 216)

Existing:

Laytime at the CDP shall commence after the completion of Turn-time or commencement of unloading whichever is earlier. The NOR shall become effective if: (i) the departure of the previous OGV (if any) from the coal jetty, or (ii) the arrival of the OGV in accordance with the schedule provided by CPGCBL pursuant to Clause 10.5 of the COC, or (iii) the actual arrival time of the OGV, whichever is later.

Replaced by:

Laytime at the CDP shall commence after the completion of Turn-time or commencement of unloading whichever is earlier. The NOR shall become effective if: (i) the departure of the

previous OGV **of same contractor** (if any) from the coal jetty, or (ii) the arrival of the OGV in accordance with the schedule provided by CPGCBL pursuant to Clause 10.5 of the COC, or (iii) the actual arrival time of the OGV, whichever is later.

5. Clause 17.1(b)(iv) (Page 66 of 216)

Existing:

Submission of total shipment value calculation sheet duly signed and agreed by CPGCBL.

Replaced by:

Submission of total shipment value calculation sheet duly signed and agreed by CPGCBL, **provide that the calculation sheet is deemed agreed if CPGCBL does not raise a written objection within 15 Business Days of submission**.

6. Clause 17.1(c)(iv) (Page 67 of 216)

Existing:

Submission of total shipment value calculation sheet duly signed and agreed by CPGCBL.

Replaced by:

Submission of total shipment value calculation sheet duly signed and agreed by CPGCBL, **provide that the calculation sheet is deemed agreed if CPGCBL does not raise a written objection within 15 Business Days of submission**.

7. Clause 33.0 (Page 82 of 216)

Existing:

Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable.

Replaced by:

Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in

Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract **(except AIT/TDS on contractor's income/payment)**. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable.

Section – IV

Technical Specification

8. Clause 8.1 (Page 91-92 of 216)

New sub-clause to be included:

D) Change in reference index:

If any reference index is discontinued, then, upon written notice from either Party, the Parties may select a suitable alternative reference index through negotiation in good faith. An amendment to relevant formula specified in Contract Document may be required.