

Sl. No	Section Ref.	Clause Ref.	Page No.	Existing Provisions of the Bidding Documents	To be read as
1	Section-I (Invitation for Bid)	5.1.2 (Qualifying Requirements)	2 of 8	<p>5.1.2 A bidder can be a consortium of a maximum of four (04) firms, collectively meeting any one of the technical criteria stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) hereunder and financial criteria mentioned at Clause 5.3.</p> <p>Each partner of the consortium shall meet at least 25% of any one of the technical criteria requirement stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2 (iv), or at least 25% of the Financial Criteria mentioned at Clause 5.3(i).</p> <p>The consortium shall necessarily identify one of the partners as lead partner who shall meet on its own at least 51% of the Technical Criteria mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2 (iv), or at least 51% of Financial Criteria mentioned at Clause 5.3(i).</p>	<p>5.1.2 A bidder can be a consortium of a maximum of four (04) firms, collectively meeting any one of the technical criteria stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) hereunder and financial criteria mentioned at Clause 5.3.</p> <p>Each partner of the consortium shall meet at least 25% of any one of the technical criteria requirement stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2 (iv), or at least 25% of the Financial Criteria mentioned at Clause 5.3(i).</p> <p>The consortium shall necessarily identify one of the partners as lead partner who shall meet on its own at least 51% of the Technical Criteria mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2 (iv), and at least 20% of Financial Criteria mentioned at Clause 5.3(i).</p>
2	Section-V-PART-A (Bid Forms and Attachments)	Attachment-3, Note 4	3 of 3	<p>4. The partners .....Further, the Lead Consortium Partner should fulfill either at least 51% of any one of the Technical criteria mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2(iv) of the IFB or at least 51% of the Financial criteria mentioned at the Clause 5.3(i) of the IFB.</p>	<p>4. The partners Further, the Lead Consortium Partner should fulfill either at least 51% of any one of the Technical criteria mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2(iv) of the IFB and at least 20% of the Financial criteria mentioned at the Clause 5.3(i) of the IFB.</p> <p><i>{Replace Attachment 3 with Revised format (Attachment 3-Rev01) attached with this Errata No 01 and consider the same for Tender submission}</i></p>
3	Section-V-PART-A (Bid Forms)	Attachment-3A2, Para 2	1	<p>We also confirm..... Further, as the Lead Partner of the Consortium, we confirm that we meet on our own, at least 51% of the one of the Technical criteria</p>	<p>We also confirm Further, as the Lead Partner of the Consortium, we confirm that we meet on our own, at least 51% of the one of the Technical criteria requirement stipulated at Clause 5.2(i)* or 5.2(ii)* or</p>

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Sl. No	Section Ref.	Clause Ref.	Page No.	Existing Provisions of the Bidding Documents	To be read as
	and Attachments)			requirement stipulated at Clause 5.2(i)* or 5.2(ii)* or 5.2(iii)* or 5.2(iv)* of IFB (Section-I) or *at least 51% of the Financial criteria mentioned at Clause 5.3(i) of IFB (Section-I).	5.2(iii)* or 5.2(iv)* of IFB (Section-I) and at least 20% of the Financial criteria mentioned at Clause 5.3(i) of IFB (Section-I). {Replace Attachment 3A2 with Revised format (Attachment 3A2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}
4	Section-V-PART-A (Bid Forms and Attachments)	Attachment-3A2, Table 1, S No 2, Row 2	2	Lead Partner (At least 51% of qualifying requirement of Technical criteria or at least 51% Financial criteria)	Lead Partner (At least 51% of qualifying requirement of Technical criteria and at least 20% Financial criteria) {Replace Attachment 3A2 with Revised format (Attachment 3A2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}
5	Section-V-PART-A (Bid Forms and Attachments)	Attachment-3A2, Table 2, Para 1, last 3 lines	2	*We, in one or multiple contracts or at least 51% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). Details of which are as under:	*We, in one or multiple contracts and at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). Details of which are as under: {Replace Attachment 3A2 with Revised format (Attachment 3A2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}
6	Section-V-PART-A (Bid Forms and Attachments)	Attachment-3A2, Table-3, Para 1, last 3 lines	4	*We, in one or multiple contracts or at least 51% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:	*We, in one or multiple contracts and at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under: {Replace Attachment 3A2 with Revised format (Attachment 3A2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}
7	Section-V-PART-A (Bid Forms and	Attachment-3A2, Table-4, Para 1, last 2 lines	5	We....., in one or multiple contracts or at least 51% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:	We....., in one or multiple contracts and at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:

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Sl. No	Section Ref.	Clause Ref.	Page No.	Existing Provisions of the Bidding Documents	To be read as
	Attachments)				<i>{Replace Attachment 3A2 with Revised format (Attachment 3A2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}</i>
8	Section-V-PART-A (Bid Forms and Attachments)	Attachment-3A2, Table-5, Para 1, last 3 lines	6/7	We....., in one or multiple contracts or at least 51% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:	We....., in one or multiple contracts and at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under: <i>{Replace Attachment 3A2 with Revised format (Attachment 3A2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}</i>
9	Section-V-PART-A (Bid Forms and Attachments)	Attachment-3B2, first table	1	We, M/s [Name of the lead partner/ of the consortium] undertake that we independently on our own meet at least 51% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I)	We, M/s [Name of the lead partner/ of the consortium] undertake that we independently on our own meet at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I). <i>{Replace Attachment 3B2 with Revised format (Attachment 3B2-Rev01) attached with this Errata No 01 and consider the same for Tender submission}</i>
10	Section-V-PART-B (Contract Forms and Proforma)	Form-7, Para3 Page 3 of 7 FORM OF CONSORTIUM AGREEMENT	3 of 7	AND WHEREAS M/S..... (Partner-1/ Lead Partner of Consortium) and M/S..... (Partner-2 of Consortium) and M/S..... (Partner-3 of Consortium) and M/S..... (Partner-4 of Consortium), each on its own independently meets the criteria mentioned at Clause 5.1.2 of Section-I (IFB), and collectively meet the Technical Criteria mentioned at 5.2(i) or 5.2(ii) or 5.2(iii) or at least *25% of the Financial criteria mentioned at Clause 5.3(i), and the Financial Criteria mentioned at clause 5.3 of Section-I (IFB).	AND WHEREAS M/S..... (Partner-1/ Lead Partner of Consortium) and M/S..... (Partner-2 of Consortium) and M/S..... (Partner-3 of Consortium) and M/S..... (Partner-4 of Consortium), collectively meeting any one of the technical criteria stipulated at Clause *5.2 (i) or *5.2 (ii) or *5.2 (iii) and financial criteria mentioned at Clause 5.3. Each partner of the consortium meets at least 25% of any one of the technical criteria requirement stipulated at Clause *5.2 (i) or *5.2 (ii) or *5.2 (iii) or *5.2 (iv), or at least 25% of the Financial Criteria mentioned at Clause 5.3(i). The lead partner meets on its own at least 51% of the Technical Criteria mentioned at Clause *5.2 (i) or *5.2 (ii) or *5.2 (iii) or *5.2 (iv), and at least 20% of Financial Criteria mentioned at Clause 5.3(i).

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Sl. No	Section Ref.	Clause Ref.	Page No.	Existing Provisions of the Bidding Documents	To be read as
					<i>{Replace Form 7 with Revised format (Form7-Rev01) attached with this Errata No 01 and consider the same for Tender submission}</i>

Note: Replace Attachment 3, 3A2, 3B2, Form-7 with Revised format (Attachment 3/3A2/3B2/Form 7-Rev01) attached with this Errata No 01 and consider the same for Tender submission.

Bidding Document No.: **BIFPCL/MSTPP/COAL/2022/01**

Name of Contract: **Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty(CDP) for 2x660MW for Maitree Super Thermal Power Project at Rampal, District- Bagerhat, Bangladesh.**

(Bidder's Qualification Data)

Bidder's Name & Address:

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

Dear Sirs,

We seek to establish our Qualification in terms of Clause No. 5.0 of the IFB as stipulated in Invitation for Bid (Section-I) of the Bidding Document and in support of our Qualification data, the following Attachments are enclosed:

****Strike off whichever is not applicable***

*1	Individual Firm on its own or Individual Firm taking strength of its Related Party meeting Qualifying Requirements as per Route mentioned at Cl. 5.1.1 of IFB (Section-I)				
Sl. No.	Applicable Technical Criteria mentioned at Cl.5.2(i) / Cl. 5.2(ii)/ 5.2(iii) of the IFB (Section-I)	Applicable Financial Criteria 5.3(i) & 5.3(ii) of the IFB (Section-I)	Attachment for Technical Criteria for fulfilment of Qualification	Attachment for Financial Criteria for fulfilment of Qualification	Applicable DJU (In case taking strength for Technical or Financial criteria from Related Party)
*1.1	As per Cl. 5.2(i)	As per Cl. 5.3(i) & 5.3(ii)	Attachment-3A1 Table-1	Attachment-3B1	Attachment-3E (In case Bidder is taking strength from its Related Party)
*1.2	As per Cl. 5.2(ii)	As per Cl. 5.3(i) & 5.3(ii)	Attachment-3A1 Table-2	Attachment-3B1	Attachment-3E (In case Bidder is taking strength from its Related Party)
*1.3	As per Cl. 5.2(iii)	As per Cl. 5.3(i) & 5.3(ii)	Attachment-3A1 Table-3	Attachment-3B1	Attachment-3E (In case Bidder is taking strength from its Related Party)

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*2. Bidder as a Consortium of Firms meeting Qualifying Requirements as per Route mentioned at Cl. 5.1.2 of IFB (Section-I)					
Sl. No.	Applicable Technical Criteria mentioned at Cl.5.2(i) / Cl. 5.2(ii)/ 5.2(iii) of the IFB (Section-I) for consortium	Applicable Financial Criteria Cl. 5.3(iii) of the IFB (Section-I)	Attachment for Technical Criteria for fulfilment of Qualification	Attachment for Financial Criteria for fulfilment of Qualification	Consortium Agreement
*2.1	As per Cl. 5.2(i)	As per Cl. 5.3(iii)	Attachment-3A2 (Table-1 and Table-2 and/ or applicable Table-2 to 6)	Attachment-3B2	Attachment-3F
*2.2	As per Cl. 5.2(ii)	As per Cl. 5.3(iii)	Attachment-3A2 (Table-1 and Table-3 and/ or applicable Table-2 to 6)	Attachment-3B2	Attachment-3F
*2.3	As per Cl. 5.2(iii)	As per Cl. 5.3(iii)	Attachment-3A2 (Table-1 and Table-4 and/ or applicable Table-2 to 6)	Attachment-3B2	Attachment-3F

Note:

1. *The Bidder must furnish the applicable Attachments as mentioned above in respect of fulfillment of the Route, the Technical and the Financial Criteria of the qualifications as mentioned at Qualification Requirement of the Clause 5 of IFB (Section-I).*
2. *In case Bidder is participating as an Individual Firm and taking strength from its Related Party to fulfill the Technical/ Financial qualification requirement, such a Bidder shall necessarily furnish the Deed of Joint Undertaking (“DJU”) at Attachment-3E as per the proforma provided at Section-V(B) of the Bidding Document.*
3. *In case Bidder is participating as a Consortium, as per clause 5.1.2 of the IFB (Section-I), the maximum permitted number of firms which may jointly constitute the Consortium shall*

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be four. The Consortium shall necessarily furnish the Consortium Agreement at Attachment-3F as per the proforma provided at Section-V(B).

4. The partners of Consortium should meet at least 25 % of any one of the Technical criteria at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2(iv) of the IFB (Section-I) or at least 25% of the Financial Criteria Requirement mentioned at Clause 5.3(i) of the IFB (Section-I), and collectively 100% of any one of the Technical criterion mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) and 100% of the Financial criteria. Further, the Lead Consortium Partner should fulfill either at least 51% of any one of the Technical criteria mentioned at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) or 5.2(iv) of the IFB **and at least 20%** of the Financial criteria mentioned at the Clause 5.3(i) of the IFB.

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid. We also understand that in the event any document(s) in support of our Qualification are found to be forged, misrepresentations or otherwise incorrect by BIFPCL, the bid security furnished by us shall be forfeited by BIFPCL.

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

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

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Bidding Document No.: **BIFPCL/MSTPP/COAL/2022/01**

Name of Contract: **Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP) for 2x660MW Maitree Super Thermal Power Project at Rampal, District- Bagerhat, Bangladesh.**

[Bidders as Consortium of firms as per Clause 5.1.2 of IFB (Section-I)]

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

[strike out () whichever is not applicable]*

We, M/s.....(as a Lead Partner of the consortium) along with M/s, M/s and M/s (jointly acting as a “**Consortium**”) have participated in the bidding for the subject package and we collectively in line with the requirement at Cl. 5.1.2 of IFB(Section-I) of the Bidding Document, meet the Technical Criteria mentioned at Clause 5.2 (i) or 5.2(ii) or 5.2(iii) of IFB (Section-I) and Financial Criteria mentioned at Clause 5.3 (iii) of IFB(Section-I). We have furnished a Consortium Agreement as per the format provided in the Bidding Document at Section-V(B), duly signed by the authorized signatory of each Consortium partner/ firm and the same is enclosed at Attachment-3E of the Technical Proposal Submission Letter.

We also confirm that each Consortium partner meets at least 25% of one of the *Technical criteria requirement stipulated at Clause 5.2 (i)* or 5.2(ii)* or 5.2(iii)* or 5.2(iv)* of IFB (Section-I) or at least *25% of the Financial criteria mentioned at Clause 5.3(i) of IFB (Section-I). Further, as the Lead Partner of the Consortium, we confirm that we meet on our own, at least 51% of the one of the Technical criteria requirement stipulated at Clause 5.2(i)* or 5.2(ii)* or 5.2(iii)* or 5.2(iv)* of IFB (Section-I) **and at least 20%** of the Financial criteria mentioned at Clause 5.3(i) of IFB (Section-I).

We have furnished details for fulfillment of Technical criteria by the Consortium as well as for each of the Consortium Partners in the following Table-1, Table-2, Table-3, Table-4, Table-5 and Table-6, and the details of meeting Financial criteria is separately mentioned at Attachment-3B2:

(i) **Table -1:**

Sl. No.	Particulars	Bidder's Declaration
1.	Details of the Consortium Partners	
	Name of the Lead Partner	
	Name of the Partner -1	

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	*Name of the Partner -2	
	* Name of the Partner -3	
2.	Applicable Qualification Criteria of consortium Partners	
	Lead Partner (At least 51% of qualifying requirement of Technical criteria and at least 20% Financial criteria)	*Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii)/ *5.2(iv)] and Financial [as per clause 5.3 (i)]
	Partner -1 (At least 25% of qualifying requirement of Technical / Financial criteria)	Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii)/ *5.2(iv)] /Financial [as per clause 5.3 (i)]
	Partner -2 (At least 25% of qualifying requirement of Technical / Financial criteria)	Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii)/ *5.2(iv)] /Financial [as per clause 5.3 (i)]
	Partner -3 (At least 25% of qualifying requirement of Technical / Financial criteria)	Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii)/ *5.2(iv)] /Financial [as per clause 5.3 (i)]
3.	Collectively Qualified Technical Requirement	[*5.2(i)/ *5.2(ii)/ *5.2(iii)/
4.	Cumulative value of Qualified Technical Requirement	.....MMT
5.	We have enclosed Consortium Agreement duly signed & stamped by the authorized signatory of each Consortium firm as per the format provided in the bidding document at section-V(B)	*Yes /*No

* Strike-off whichever not applicable

(ii) Table-2:

<p>*We, M/s [Name of the *lead partner/ *partner of the consortium] undertake that we meet on our own independently at least *51%/ *25% of Technical criteria stipulated at Cl.5.2(i) of the IFB (Section-I) and have Imported or Exported and Supplied .....MMT of dry (bulk) solid [commodity(ies) like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. or Grain in bulk] to any firm, in any continuous period of twelve (12) months, i.e. from .....to (the said period having been reckoned no later than during the past six (6) years from the date of opening of Technical Proposal), in one or multiple contracts and at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). Details of which are as under:</p>		
Sl. No.	Particulars	Bidder's Declaration
1.	*Lead Partner's / *Partner's Detail::	
	Name	
	Address	
	Tel No.	
	Fax No.	
	Email id.	

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	Consortium Agreement in line with Annexure-....				
2.0	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.1	Client's detail				
	Name				
	Address				
	Tel No. Fax No. Email id.	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
2.2	The Period of individual reference work of Import/Export and supply for the referred bulk material (all the references period should fall within the selected period of continuous 12 months)	..... To (From DD/MM/YYYY to DD/MM/YYYY)	..... To ..... (From DD/MM/YYYY to DD/MM/YYYY)	..... To ..... (From DD/MM/YYYY to DD/MM/YYYY)	..... To ..... (From DD/MM/YYYY to DD/MM/YYYY)
2.3	POA/ LOA/ Contract Reference No.				
2.4	Quantity Of dry bulk (Imported or Exported and Supplied) (MMT)				
2.5	Type of Dry Bulk				
2.6	Whether the Dry (bulk) solid commodity mentioned above are as per dry solid bulk cargo Appendix-4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3	*Yes/ *No	*Yes/ *No	*Yes/ *No	*Yes/ *No
2.7	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/ *Client/ or any other relevant document.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
<p>Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required) and technical criteria (if required for meeting the technical criteria for Lead partner and consortium partner to collectively meet technical criteria mentioned at Cl. 5.2 (i)). Bidders to fill these details in the table as required in the table.</p>					

(iii) **Table-3:**

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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* We, M/s [Name of the *lead partner/ *partner of the consortium] as a *Coal Mine Owner/ *Holding Company of the Coal Mine Owner undertake that we meet independently on our own at least 51%/ *25%of technical qualification criteria stipulated at Cl.5.2(ii) of the IFB(Section-I) and have Exported Coal ofMMT to any firm, in any continuous period of twelve (12) months, i.e. fromto (the said period having been reckoned no later than during the past six (6) years from the date of opening of Technical Proposal), in one or multiple contracts **and at least 20%** of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:

Sl. No.	Particulars	Bidder's Declaration			
1.	*Lead Partner's / *Partner's Detail as a *Coal Mine Owner/ *Holding Company of the Coal Mine Owner:				
	In case the Lead Partner's / Partner's is a *Coal Mine Owner:				
	Name of the Coal Mine Owner				
	Address				
	Tel No. Fax No. Email id.				
	In case the Lead Partner's / Partner's is *Holding Company of the Coal Mine Owner:				
	Name of the Holding Company				
	Address				
	Tel No. Fax No. Email id.				
	Name of the Coal Mine Owner				
	Address				
	Tel No. Fax No. Email id.				
	Applicable Company Act establishing holding Company of relationship with the Coal Mine Owner				
	The Organogram of the Coal Mine Owner and Holding Company and the relevant document for the relationship				
2.	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.2	Client's detail				
	Name				

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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	Address				
	Tel No. Fax No. Email id.
2.3	The Period of individual reference work of coal export(all the references period should fall within the selected period of continuous 12 months) To (From DD/MM/YYYY to DD/MM/YYYY)			
2.4	POA/ LOA/ Contract Reference No.				
2.5	Exported Coal Quantity (MMT)				
2.6	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/ *Client/ or any other relevant document.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required) and technical criteria (if required for meeting the technical criteria for Lead partner and consortium partner to collectively meet technical criteria mentioned at Cl. 5.2 (i)). Bidders to fill these details in the table as required in the table.					

(iv) **Table-4 :**

We, M/s [Name of the *lead partner/ *partner of the consortium] undertake that we meet independently on our own at least 51%*/25%* of the technical qualification criteria stipulated at Cl.5.2(iii) of the IFB (Section-I) and have performed transportation through sea route using Ocean Going Vessels of..... MMT of dry (bulk) solid [commodity(ies) like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. or Grain in bulk], in any continuous period of twelve (12) months, i.e. from to (the said period having been reckoned no later than during the past six (6) years from the date of opening of Technical Proposal), in one or multiple contracts **and at least 20%** of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:

Sl. No.	Particulars	Bidder's Declaration
1.	*Lead Partner's/ *Partner's Detail	
	Name	
	Address	
	Tel No.	

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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	Fax No. Email id.				
2.0	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.1	Client's detail				
	Name				
	Address				
	Tel No. Fax No. Email id.	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
2.2	The Period of individual reference work of transportation dry (bulk) solid commodity(ies) through sea route through OGV (all the references period should fall within the selected period)	..... To <small>(From DD/MM/YYYY to DD/MM/YYYY)</small>	..... To ..... (From DD/MM/YYYY to DD/MM/YYYY)	..... To ..... (From DD/MM/YYYY to DD/MM/YYYY)	..... To ..... (From DD/MM/YYYY to DD/MM/YYYY)
2.3	POA/ LOA/ Contract Reference No.				
2.4	Quantity of dry (bulk) solid commodity(ies) transported through sea route through OGV (MMT)				
2.4.1	Name of the Dry (bulk) solid commodity				
2.5	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/ *Client/ or any other relevant document.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required) and technical criteria (if required for meeting the technical criteria for Lead partner and consortium partner to collectively meet technical criteria mentioned at Cl. 5.2 (i)). Bidders to fill these details in the table as required in the table.					

(v) Table-5

We, M/s [Name of the *lead partner/ *partner of the consortium] undertake that we independently on our own meet at least *51% / *25% of technical qualification criteria stipulated at Cl.5.2(iv) of the IFB(Section-I) and have performed offshore and /or onshore transshipment of MMT of dry (bulk) solid [commodity(ies) like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. or Grain in bulk], for a continuous period of twelve (12) months, i.e. fromto (the said period having been reckoned no later than during the past six (6) years from the date of opening of Technical Proposal), in one or multiple contracts **and at least 20%** of the financial criteria

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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PAGE 7

mentioned at Clause 5.3 (i) of the IFB (Section-I) (applicable in case of lead partner). The details of which are as under:					
Sl. No.	Particulars	Bidder's Declaration			
1.	*Lead Partner's / *Partner's Detail::				
	Name				
	Address				
	Tel No. Fax No. Email id.				
2.0	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.1	Client's detail				
	Name				
	Address				
	Tel No. Fax No. Email id.	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
2.2	The Period of performed Offshore and / or Onshore Transshipment operation of dry (bulk) solid commodity(ies) (all the references period should fall within the selected period of continuous 12 months) To (From DD/MM/YYYY to DD/MM/YYYY)			
2.3	Offshore and / or Onshore Transhiped Quantity of dry (bulk) solid commodity(ies) (MMT)				
2.4	POA/ LOA/ Contract Reference No.				
2.4.1	Name of the Dry (bulk) solid commodity				
2.5	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/ *Client/ or any other relevant document.	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)	*Yes/ *No (Enclosed at Annexure..... To this Attachment)
Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required) and technical criteria (if required for meeting the technical criteria for Lead partner and consortium partner to collectively meet technical criteria mentioned at Cl. 5.2 (i)). Bidders to fill these details in the table as required in the table.					

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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(vi) Table-6

We, M/s [Name of the partner of the consortium] undertake that we independently on our own meet at least 25% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I), We are furnishing the details at Attachment-3B2

**Strike off whichever is not applicable.*

NOTE:

Following documents shall be enclosed by the Bidder:

1. Bidder must enclose Consortium Agreement duly signed and stamped by the authorized signatory of each Consortium firm as per the format provided in the bidding document at Section-V(B), (enclose power of attorney in favour of each authorized signatory). Consortium Agreement is to be enclosed at Attachment-3E of the Technical Proposal Letter as per the format provided in Section-V(B).
2. Client's Certificate of each reference mentioning name and contact details of the responsible person at Client's organization, so as to facilitate verification of information.
3. Bidders must furnish all relevant document pertaining to each reference and the same shall be appropriately referred to and placed in such a manner that there shall be correlation of each data required for fulfillment of the respective QR and this shall corroborate the Bidder's experience.
4. Any additional information deemed useful for evaluation purpose.

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

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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Bidding Document No.: BIFPCL/MSTPP/COAL/2022/01

Name of Contract: Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP) for 2x660MW Maitree Super Thermal Power Project at Rampal, District- Bagerhat, Bangladesh.

[Qualification Data- Financial as per Clause 5.3(iii) of IFB (Section-I)]
[Bidders as Consortium of firms as per Clause 5.1.2 of IFB (Section-I)]

[Please strikeout (*) whichever is not applicable and fill the table appropriately with the data from the **Audited Financial Statements** of preceding five (5) Financial Years and submit the Audited Financial Statements of preceding five (5) Financial Years of each partners along with the to meet the requirement mentioned at the Cl. 5.3.(iii) of the IFB(Section-I) of the Bidding Document]:

We as the Lead Partner of the 'Consortium' are furnishing declarations of financial data on behalf of all the partners of the Consortium along with Audited Financial Statement as per following:

Lead Partner of the Consortium:

We, M/s [Name of the lead partner/ of the consortium] undertake that we independently on our own meet at least 20% of the financial criteria mentioned at Clause 5.3 (i) of the IFB (Section-I)		
Sl. No.	Particulars	Declaration by the Bidder
1.	Name of the Consortium Partner	
2.	Business Description	
3.	Turnover of the preceding five Financial years	Turnover (in USD Million)
	Financial Year	
	Average Annual Turnover any of the three (3) Financial Years within preceding five Financial Year as on 1 st July 2022	
4.	Net worth/Paid-up Share Capital as on the last day of the preceding financial year (as per QR Clause 5.3 (iii) of the IFB)	Net worth USD.....Million
		Paid up share capital USD.....Million
		Ratio of Net worth/Paid-up Share Capital
5.	(In case Lead Partner is not able to furnish its audited Financial statements on a standalone entity basis following confirmation and document is applicable)	

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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	<p>*Since, we are not able to furnish our audited financial statements on standalone entity basis, we are submitting the certificate as per proforma at Appendix-I to Attachment-3B-1 for substantiation of our Qualification along with copies of our unaudited unconsolidated financial statements along with copies of the audited consolidated financial statements of our Holding Company for the last 5 years enclosed at Annexure _____ to this Attachment-3B-1.</p>
6.	<p><i>(In cases where audited financial results of the Lead Partner for immediately preceding financial year as on 1st July 2022 are not available, in such case following confirmation and document is applicable)</i></p> <p>*Since, the financial results of the Company for the Financial Year immediately preceding financial year as on 1st July 2022 are under audit as on the date of submission of Bid, and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available, we are submitting the audited financial years results of any three financial years within the preceding five financial years as on 1st July 2022 and certificates as per the Note-3 of the Clause 5.3 of IFB, Section-I in this regard as per Format at Appendix-IV to Attachment-3B-1 are enclosed with this attachment.</p>

***Partner-2 of the Consortium**

Sl. No.	Particulars	Declaration by the Bidder	
1.	Name of the Consortium Partner		
2.	Business Description		
3.	Turnover of the preceding five Financial years	Turnover (in USD Million)	
	Financial Year		
	Average Annual Turnover any of the three (3) Financial Years within preceding five Financial Year as on 1 st July 2022		
4.	Net worth/Paid-up Share Capital as on the last day of the preceding financial year (as per QR Clause 5.3(iii) of the IFB)	Net worth	USD.....Million
		Paid up share capital	USD.....Million
		Ratio of Net worth/Paid-up Share Capital	
5.	<p><i>(In case Partner-2 is not able to furnish its audited Financial statements on a standalone entity basis following confirmation and document is applicable)</i></p> <p>*Since, we are not able to furnish our audited financial statements on standalone entity basis, we are submitting the certificate as per proforma at Appendix-I to Attachment-3B-</p>		

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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Sl. No.	Particulars	Declaration by the Bidder
	1 for substantiation of our Qualification along with copies of our unaudited unconsolidated financial statements along with copies of the audited consolidated financial statements of our Holding Company for the last 5 years enclosed at Annexure _____ to this Attachment-3B-1 .	
6.	<i>(In cases where audited results of the Partner-2 for immediately preceding financial year as on 1st July 2022 are not available, in such case following confirmation and document is applicable)</i> *Since, the financial results of the Company for the Financial Year immediately preceding financial year as on 1 st July 2022 are under audit as on the date of submission of Bid, and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available, we are submitting the audited financial years results of any three financial years within the preceding five financial years as on 1 st July 2022 and certificates as per the Note-3 of the Clause 5.3 of IFB, Section-I in this regard as per Format at Appendix-IV to Attachment-3B-1 are enclosed with this attachment.	

***Partner-3 of the Consortium:**

Sl. No.	Particulars	Declaration by the Bidder	
1.	Name of the Consortium Partner		
2.	Business Description		
3.	Turnover of the preceding five Financial years	Turnover (in USD Million)	
	Financial Year		
	Average Annual Turnover any of the three (3) Financial Years within preceding five Financial Year as on 1 st July 2022		
4.	Net worth/Paid-up Share Capital as on the last day of the preceding financial year (as per QR Clause 5.3(iii) of the IFB)	Net worth	USD.....Million
		Paid up share capital	USD.....Million
		Ratio of Net worth/Paid-up Share Capital	
5.	<i>(In case Partner-3 is not able to furnish its audited Financial statements on a standalone entity basis following confirmation and document is applicable)</i> *Since, we are not able to furnish our audited financial statements on standalone entity basis, we are submitting the certificate as per proforma at Appendix-I to Attachment-3B-1 for substantiation of our Qualification along with copies of our unaudited unconsolidated		

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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Sl. No.	Particulars	Declaration by the Bidder
	financial statements along with copies of the audited consolidated financial statements of our Holding Company for the last 5 years enclosed at Annexure _____ to this Attachment-3B-1 .	
6.	<p><i>(In cases where audited results of the Partner-3 for immediately preceding financial year as on 1st July 2022 are not available, in such case following confirmation and document is applicable)</i></p> <p>*Since, the financial results of the Company for the Financial Year immediately preceding financial year as on 1st July 2022 are under audit as on the date of submission of Bid, and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available, we are submitting the audited financial years results of any three financial years within the preceding five financial years as on 1st July 2022 and certificates as per the Note-3 of the Clause 5.3 of IFB, Section-I in this regard as per Format at Appendix-IV to Attachment-3B-1 are enclosed with this attachment.</p>	

***Partner-4 of the Consortium:**

Sl. No.	Particulars	Declaration by the Bidder	
1.	Name of the Consortium Partner		
2.	Business Description		
3.	Turnover of the preceding five Financial years	Turnover (in USD Million)	
	Financial Year		
	Average Annual Turnover any of the three (3) Financial Years within preceding five Financial Year as on 1 st July 2022		
4.	Net worth/Paid-up Share Capital (NWTPUSC) as on the last day of the preceding financial year (as per QR Clause 5.3(iii) of the IFB)	Net worth	USD.....Million
		Paid up share capital	USD.....Million
		Ratio of Net worth/Paid-up Share Capital	
5.	<p><i>(In case Partner-4 is not able to furnish its audited Financial statements on a standalone entity basis following confirmation and document is applicable)</i></p> <p>*Since, we are not able to furnish our audited financial statements on standalone entity basis, we are submitting the certificate as per proforma at Appendix-I to Attachment-3B-</p>		

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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Sl. No.	Particulars	Declaration by the Bidder
	1 for substantiation of our Qualification along with copies of our unaudited unconsolidated financial statements along with copies of the audited consolidated financial statements of our Holding Company for the last 5 years enclosed at Annexure _____ to this Attachment-3B-1 .	
6.	<i>(In cases where audited results of the Partner-4 for immediately preceding financial year as on 1st July 2022 are not available, in such case following confirmation and document is applicable)</i> *Since, the financial results of the Company for the Financial Year immediately preceding financial year as on 1 st July 2022 are under audit as on the date of submission of Bid, and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available, we are submitting the audited financial years results of any three financial years within the preceding five financial years as on 1st July 2022 and certificates as per the Note-3 of the Clause 5.3 of IFB, Section-I in this regard as per Format at Appendix-IV to Attachment-3B-1 are enclosed with this attachment.	

*Strikeout whichever is not applicable.

Note:

1. Bidders must furnish Audited Financial Statements of the preceding five (5) Financial Years as mentioned above.
2. Bidder must enclose Consortium Agreement duly signed & stamped by the authorized signatory of each Consortium firm as per the format provided in the bidding document at Section-V(B), (enclose PoA of each authorized Signatory). Consortium Agreement is to be enclosed at Attachment-3E of the Technical Proposal Letter as per the format provided in Section-V(B).
3. Any additional information deemed useful for evaluation purpose.

Date: (Name of the
Place: Authorized Signatory
& Designation)

(Name of the Partner-
1(Lead) of the
Consortium).
(Seal of the
Company)

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-A)	Bangladesh-India Friendship Power Company (Pvt.) Ltd.
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(Form-7-Rev01)

(On Non-Judicial Stamp Paper of Appropriate Value)

FORM OF CONSORTIUM AGREEMENT

BETWEEN

M/S.....

AND

M/S.....

AND

M/S.....

AND

M/S.....

**FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR
PROCUREMENT AND DELIVERY OF 8.0MMT OF IMPORTED COAL AT PLANT
JETTY (CDP) FOR
2x660MW MAITREE SUPER THERMAL POWER PROJECT AT RAMPAL**

BIDDING DOCUMENT NO.: BIFPCL/MSTPP/COAL/2022/01

THIS Consortium Agreement executed on this..... day of Two thousand between

M/s..... a firm/ company registered/incorporated under the laws of and having its registered office at (hereinafter called the "Partner-1," which expression shall include its successors, executors and permitted assigns);

*Signature
(Partner-1)*

*Signature
(Partner-2)*

*Signature
(Partner-3)*

*Signature
(Partner-4)*

Common Seal

Common Seal

Common Seal

Common Seal

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-B)	PROFORMA FOR CONSORTIUM AGREEMENT	Page 1 of 7
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and

M/s a firm/ company registered/incorporated under the laws ofand having its registered office at (hereinafter called the "Partner-2", which expression shall include its successors, administrators, executors and permitted assigns);and

M/s a firm/ company registered/incorporated under the laws ofand having its registered office at (hereinafter called the "Partner-3", which expression shall include its successors, administrators, executors and permitted assigns);

and

M/s a firm/ company registered/incorporated under the laws ofand having its registered office at (hereinafter called the "Partner-4", which expression shall include its successors, administrators, executors and permitted assigns),

for the purpose of submission of a bid and entering into the Contract (in case of award) against Bidding Document No. **BIFPCL/MSTPP/COAL/2022/01** for 'PROCUREMENT AND DELIVERY OF 8.0MMT OF IMPORTED COAL AT PLANT JETTY (CDP) FOR 2x660MW MAITREE SUPER THERMAL POWER PROJECT AT RAMPAL' of Bangladesh-India Friendship Power Company (Pvt.) Limited, a Company incorporated under the Companies Act (Bangladesh), 1994, and having its Registered Office at Borak Unique Heights (Level-17), 117 Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1000 (hereinafter called "BIFPCL").

WHEREAS, BIFPCL invited Bids for 'PROCUREMENT AND DELIVERY OF 8.0MMT OF IMPORTED COAL AT PLANT JETTY (CDP) FOR 2x660MW MAITREE SUPER THERMAL POWER PROJECT AT RAMPAL' vide its Bidding Document No. **BIFPCL/MSTPP/COAL/2022/01**.

AND WHEREAS Clause No 5.1.2 of Section-I (IFB), Qualifying Requirements (QR) stipulated in Invitation for Bid (IFB) (forming part of Bidding Documents) stipulate that the Bidder can be a Consortium of maximum four (04) firms, meeting the qualifying

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Signature
(Partner-4)

Common Seal

Common Seal

Common Seal

Common Seal

requirements stipulated in Clause no. 5.0 of Section-I (IFB) of Bidding Document, collectively. The Consortium is also required to necessarily identify one of the partners as the Lead Partner.

WHEREAS sub-clause (v) of clause 5.4 of Qualifying Requirements Section-I (IFB) further stipulates that in case the Bidder is acting through a Consortium, the Bidder shall provide along with the bid, a Consortium Agreement as per the format applicable, *inter alia* providing that each Consortium partner is jointly and severally liable to BIFPCL for due performance of all contractual obligations towards the Services. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

AND WHEREAS M/S.....(Partner-1/ Lead Partner of Consortium) and M/S..... (Partner-2 of Consortium) and M/S..... (Partner-3 of Consortium) and M/S..... (Partner-4 of Consortium), collectively meeting any one of the technical criteria stipulated at Clause *5.2 (i) or *5.2 (ii) or *5.2 (iii) and financial criteria mentioned at Clause 5.3. Each partner of the consortium meets at least 25% of any one of the technical criteria requirement stipulated at Clause *5.2 (i) or *5.2 (ii) or *5.2 (iii) or *5.2 (iv), or at least 25% of the Financial Criteria mentioned at Clause 5.3(i).The lead partner meets on its own at least 51% of the Technical Criteria mentioned at Clause *5.2 (i) or *5.2 (ii) or *5.2 (iii) or *5.2 (iv), and at least 20% of Financial Criteria mentioned at Clause 5.3(i).

AND WHEREAS the bid has been submitted to BIFPCL vide proposal No.dated, including on the basis of the Consortium Agreement being these presents in accordance with the requirement of the Qualifying Requirements under the IFB, and have have been signed by each partner of the Consortium and and thereon submitted to BIFPCL.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. That in consideration of the Award of the Contract by BIFPCL to the Consortium, we the partners of the Consortium and as signatories to the Consortium Agreement, do hereby agree that Partner-1 (M/s.....), shall act as the Lead Partner for the

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Signature
(Partner-4)

Common Seal

Common Seal

Common Seal

Common Seal

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-B)	PROFORMA FOR CONSORTIUM AGREEMENT	Page 3 of 7
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Consortium, and further declare, confirm and undertake that that we, being each Consortium Partner, shall, jointly and severally be bound to BIFPCL for the execution of the Contract and performance of the Services, in accordance with the terms of the Contract and such co-extensive liability shall extend to the performance of all technical, legal and contractual obligations set out under the Contract and the Bidding Documents. Further, the Lead Partner shall be responsible for (and be authorized towards) incurring liabilities, binding the Consortium, and receiving payments from BIFPCL on behalf of the Consortium, and receiving instructions for and on behalf of the Consortium and communications regarding the implementation of the Contract, shall be undertaken exclusively / by the Lead Partner, who shall be required to make necessary communications regarding the same to other partners of the Consortium.

- 1.1 We, the partners of the Consortium confirm that in case of award of Contract, we shall execute and perform the Services, for which we have the requisite experience and qualifications, collectively to perform in respect of the Contract.
- 1.2 In case of any breach of the said Contract by any of the Consortium Partners, the other Partners hereby agree and undertake to be fully responsible for the successful performance of the Services in accordance with the terms of the Contract.
2. Notwithstanding anything contained herein, Partner-2 and *Partner-3 and *Partner-4 do hereby undertake, declare and confirm that it shall be fully responsible for the successful performance of the contract and undertakes to carry out all the obligations and responsibilities under this Consortium Agreement in order to discharge the obligations and responsibilities stipulated in the contract. Further, in the event BIFPCL sustains any loss or damage on account of any breach of the Contract at the behest of the Consortium, we, the Consortium Partners, undertake to jointly and severally, and promptly indemnify, and pay such loss/damages, caused to BIFPCL on its written demand, without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of BIFPCL against the Lead Partner under the Contract and / or guarantees issued in its favour. We agree that BIFPCL shall be free to proceed against any or all the Consortium Partners in the event of a breach or failure to perform in respect of the Contract and it shall not be necessary or obligatory for

*Signature
(Partner-1)*

*Signature
(Partner-2)*

*Signature
(Partner-3)*

*Signature
(Partner-4)*

Common Seal

Common Seal

Common Seal

Common Seal

BIFPCL to proceed against the Lead Partner/ Partner-1 to these presents before proceeding against Partner-2 and/or *Partner-3 and/or *Partner-4.

We also confirm that any extension of time or relaxation given by BIFPCL to the Consortium or any Consortium Partner shall not prejudice any rights of BIFPCL under this Consortium Agreement to proceed against us.

3. The financial liability of each of the partners of the Consortium, to BIFPCL with respect to any and all claims arising out of the non-performance of the terms of Contract shall, , not be limited in any way so as to restrict or limit the individual liabilities of each of the partners.
4. In case of an award of Contract, we the partners to the Consortium do hereby agree and undertake to furnish the Contract Performance Security from a qualified Bank in favour of BIFPCL for the value as stipulated under the Contract, in the name of all the Consortium Partners.
5. It is expressly understood and agreed between the partners to this Agreement that the performance-linked responsibilities and obligations of each of the Partners shall be delineated, only for the purposes of understading of specific performance, in **Appendix-1** to this Agreement. It is therfore expressly agreed that the delineation and splitting of responsibilities and obligations, shall not in any way act as a limit to the joint and several responsibilities of the Partners under the Contract.
6. We, the Consortium Partners agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable until the successful completion of Contract, and. or until the Consortium stands discharged by BIFPCL in this regard. We further agree and acknowledge that notwithstanding the expiry or termination of this Agreement, the various obligations and liabilities of each of the Consortium Partners, as envisaged in terms of the Contract and this Agreement, shall survive the expiry/ termination of this Agreement.
7. This Agreement shall be construed and interpreted in accordance with the Laws of England and Wales.

*Signature
(Partner-1)*

*Signature
(Partner-2)*

*Signature
(Partner-3)*

*Signature
(Partner-4)*

Common Seal

Common Seal

Common Seal

Common Seal

Procurement and Delivery of 8.0MMT of Imported Coal at Plant Jetty (CDP)	Bid and Contract Forms (Section-V-B)	PROFORMA FOR CONSORTIUM AGREEMENT	Page 5 of 7
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8. This Agreement shall be effective from the date hereof.

IN WITNESS WHEREOF, each of the Consortium partners through their authorised representatives have executed these presents and affixed common seal company on the day, month and year first mentioned above.

For M/s.....

Witness:(Consortium Partner-1)/ Lead Partner

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated...
Signature.....
Name.....
Designation.....

.....
(Signature of the authorised
representative)
Name.....
Designation.....
Common Seal of the
Company.....

For M/s.....

Witness:

(Consortium Partner-2)

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated.....
Signature.....
Name.....
Designation.....

.....
(Signature of the authorised
representative)
Name.....
Designation.....
Common Seal of the
Company.....

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Signature
(Partner-4)

Common Seal

Common Seal

Common Seal

Common Seal

Witness:

For M/s.....
(Consortium Partner-3)

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated.....
Signature.....
Name.....

Designation.....

.....
(Signature of the authorised
representative)
Name.....
Designation.....
Common Seal of the
Company.....

Witness:

For M/s.....
(Consortium Partner-4)

1. Common Seal of
M/s.....
has been affixed in my / our
Presence pursuant to Board of
Directors' Resolution dated.....
Signature.....
Name.....

Designation.....

.....
(Signature of the authorised
representative)
Name.....
Designation.....
Common Seal of the
Company.....

[Appendix – 1 to be separately provided and annexed by the Bidder]

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Signature
(Partner-4)

Common Seal

Common Seal

Common Seal

Common Seal