



Bangladesh-India Friendship Power Company (Pvt.) Limited

**(A Joint Venture of Bangladesh Power Development Board (BPDB),
Bangladesh and NTPC Ltd., India)**

(International Competitive Bidding)

**INVITATION FOR BIDS (IFB)
(SECTION-I)**

FOR

COAL TRANSPORTATION INCLUDING TRANSHIPMENT

FOR

2x660 MW MAITREE SUPER THERMAL POWER PROJECT

AT

Rampal, District- Bagerhat, Bangladesh

BIDDING DOCUMENT No.: BIFPCL/MSTPP/COAL TRANSPORTATION

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INVITATION FOR BIDS (SECTION-I)

IFB No.: BIFPCL/MSTPP/COAL TRANSPORTATION/2019/660

Date: 13.05.2019

1.0 Bangladesh-India Friendship Power Company (Pvt.) Limited (“**BIFPCL**”) acting as the Employer, invites sealed bids from eligible bidders for Coal Transportation including Transshipment, from designated Load Ports to the Power Plant Jetty (Coal Delivery Point) for the 2x660 MW Maitree Super Thermal Power Project (“**2x660 MW Maitree STPP**”) (the “**Project**”) at Rampal, following **Single Stage Two Envelope** bidding procedure (Envelope-1: Technical Proposal and Envelope-2: Financial Proposal), as per the Scope of Services mentioned in brief hereinafter.

2.0 Brief Scope of Services

The Services, in brief, shall include the transportation including transshipment of coal on a long term basis, in the following manner:

- (a) Shipping: Transportation of Coal through seas from designated Load ports to Off-shore Transshipment Site(s) by means of standard bulk carriers ranging from Handymax to Capesize at the option of BIFPCL, consistent with the requirements of the voyage, monthly quantities, yearly quantities, physical and meteorological restrictions and cost effectiveness;
- (b) Transshipment Services: OGV unloading at Off-shore coal Transshipment Site, coal transshipment by means of suitable Transshipment Facilities and transportation to the Power Plant Jetty (Coal Delivery Point) by means of self-propelled barges. At the Plant Jetty, barges will be unloaded by BIFPCL.

The details Scope of Services is provided in the Technical Specifications (Section-IV) of the Bidding Document. Bidder shall consider the Bidding Document in its entirety for complete understanding and interpretation of the Services and shall submit a Proposal that meets the complete requirement of the Bidding Document.

- 3.0** The Services are to be provided by means of dedicated Transshipment Facilities, which include Transshipment Vessel and Self Propelled Barges. The Transshipment Facilities are to be designed, manufactured, and put in service on Build-Own-Operate (BOO) model by the Service Provider.
- 4.0** Detailed Specification and Scope of Services are given in the Bidding Document, which is available for purchase from the address mentioned below. The bidding process schedule is indicated below:



Bidding Document No.	BIFPCL/MSTPP/COAL TRANSPORTATION
Bidding Document Sale Date & Time	From 13.05.2019 (0930 Hrs, BST) to 29.05.2019 (1300 Hrs, BST)
Last Date for submission of Query	29.05.2019
Pre-Bid Meeting Date	29.05.2019 , commencing from 1500 Hrs (BST) at Dhaka
Bid (Envelope-1 & Envelope-2) Receipt Date & Time	Upto 1100 Hrs (BST) on 19.06.2019
Envelope-1 (Technical) Proposal Opening Date & Time	19.06.2019 at 1130 Hrs (BST)
Date of Opening of Envelope-2 (Financial) Proposal shall be intimated separately after Evaluation of Envelope-1 (Technical) Proposals.	

Prospective Bidders may please note that this is an indicative bidding process schedule and may be amended or modified by BIFPCL subsequently.

- 5.0** All bids must be accompanied by Bid Security for an amount of **USD 848,000.00 (US Dollar Eight Hundred Forty-Eight Thousand only)**.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY BIFPCL AS BEING NON-RESPONSIVE AND SHALL BE RETURNED TO THE BIDDER WITHOUT BEING OPENED.

6.0 BENEFITS/EXEMPTIONS TO SUPPLIES/SERVICES FOR THIS PROJECT

Government of Bangladesh has agreed to provide certain exemption from Taxes and Duties related to coal procurement for 2x660MW Maitree STPP. Please refer to the Bidding Document for further details on the exemptions.

7.0 Qualifying Requirements for Bidder

7.1 The Bidder can be either:

7.1.1 A company, meeting the technical and financial qualifying requirements stipulated hereunder in Clauses 7.2 and 7.3 respectively, either on its own or

- (i) meeting the technical qualifying requirement stipulated at Clause 7.2.1 and financial qualifying requirements stipulated at Clause 7.3 on the strength of its Holding Company or Subsidiary Company or Subsidiary of its Holding Company (directly or indirectly) or Joint Venture Company, provided that in the event the Bidder seeks to draw strength from its Joint Venture Company, the Bidder should necessarily be holding a minimum of 26% of voting equity in such Joint Venture company, and

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- (ii) meeting the technical qualifying requirement stipulated at Clause 7.2.2 on the strength of its Holding Company or Subsidiary Company.

In case the Bidder is taking strength from its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, as applicable, to meet Clause 7.2, the Bidder is required to furnish a Deed of Joint Undertaking(s) (DJU), jointly executed by the Bidder and its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, as Attachment-3E to Technical Proposal Submission Letter, as per the proforma prescribed in Section-V(B) of the Bidding Document along with the Technical Proposal, failing which the bidder shall be disqualified and its bid shall be rejected. All the executants of the DJU shall be jointly and severally liable to the Employer to perform successfully, all activities included in the scope including contractual obligation.

Further, in case the Bidder is taking strength from its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company to meet Clause 7.3.1, it shall furnish a Letter of Undertaking from such Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, supported by a Board Resolution of that Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company as the case may be, in its bid, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder, in case of award.

In case the bidder is taking strength from its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company for technical or/and financial qualifying requirements as mentioned above, in that case, their relationship status should be maintained for a lock-in period of entire duration of the contract.

OR

- 7.1.2 A Joint Venture Company comprising a maximum of two Companies (“**JV Partners**”) already incorporated or a maximum of two JV Partners, who intend to incorporate a Special Purpose Vehicle (“**SPV**”) specifically for the purpose of execution of this contract. In both the cases, each JV Partner shall meet either of the technical qualifying requirement stipulated at clause 7.2.1 and 7.2.2, so that both JV Partners collectively meet the technical qualifying requirement stipulated in clause 7.2. In such case:
- (i) The Bidder shall furnish a Joint Venture agreement executed jointly between both the JV Partners.
 - (ii) In case any JV Partner is not meeting its part of the technical qualifying requirement on its own, it can draw strength from its
 - (a) Holding company or Subsidiary company or Subsidiary of its Holding Company (directly or indirectly) or Joint Venture company to meet the technical qualifying requirement stipulated at clause 7.2.1. In the event a JV Partner seeks to draw strength from its Joint Venture company, the JV Partner shall necessarily hold a minimum of 26% of voting equity in such Joint Venture company; and/or

- (b) Holding company or Subsidiary company to meet the technical qualifying requirement stipulated at clause 7.2.2.
- (iii) In case the Bidder is an already incorporated company, it shall furnish a Deed of Joint Undertaking (DJU), jointly executed by both the JV Partners and such Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, as the case may be, from which the JV Partner is taking strength to meet the technical qualifying requirement. The DJU shall be furnished as Attachment-3E to Technical Proposal Submission Letter, as per the proforma prescribed in Section-V(B) of the Bidding Document along with the Technical Proposal, failing which the bidder shall be disqualified and its bid shall be rejected. All the executants of the DJU shall be jointly and severally liable to the Employer to perform successfully, all activities included in the scope including contractual obligation.
- (iv) In case the Joint Venture is not yet incorporated, and any JV Partner is taking strength from its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, as applicable, to meet Clause 7.2, the JV Partners are required to furnish a Deed of Joint Undertaking(s) (DJU), jointly executed by them and such Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, as the case may be, as Attachment-3E to Technical Proposal Submission Letter, as per the proforma prescribed in Section-V(B) of the Bidding Document along with the Technical Proposal, failing which the Bidder shall be disqualified and its bid shall be rejected. All the executants of the DJU shall be jointly and severally liable to the Employer to perform successfully, all activities included in the scope including contractual obligation.
- In case of consideration of award, the Joint Venture company should have been incorporated before the signing of contract.
- (v) Each JV Partner shall meet on its own the financial qualifying requirement stipulated at clause 7.3.2 and at least 50% of the financial qualifying requirement stipulated at clause 7.3.1.

Note for clause 7.1.2:

- (a) In case either of the JV Partners is taking strength from its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, in that case, their relationship status should be maintained for a lock-in period of entire duration of the contract.
- (b) Subsequent to the incorporation of the Joint Venture company as per 7.1.2(iv) above, the existing DJU shall be replaced with new DJU incorporating the Joint Venture company at the time of signing of contract.

OR



7.1.3 A Consortium of two Companies (“**Consortium Partners**”), who meets the technical and financial qualifying requirements stipulated at clause 7.2 and 7.3 respectively. Each Consortium Partner shall meet either of the technical qualifying requirement stipulated at clause 7.2.1 and 7.2.2, so that both Consortium Partners collectively meet the technical qualifying requirement stipulated in clause 7.2. In such a case:

- (i) The Bidder is required to furnish a consortium agreement, in original, as Attachment-3F to its Technical Proposal Submission Letter, as per the proforma prescribed in Section V(B) of the Bidding Document, failing which the bidder shall be disqualified and its bid shall be rejected. All the executants of the consortium agreement shall be jointly and severally liable to the Employer to perform successfully, all the activities included in the scope including contractual obligations.
- (ii) In case any Consortium Partner is not meeting its part of the technical qualifying requirement on its own, it can draw strength from its
 - (a) Holding company or Subsidiary company or Subsidiary of its Holding Company (directly or indirectly) or Joint Venture company to meet the technical qualifying requirement stipulated at clause 7.2.1. In the event a Consortium Partner seeks to draw strength from its Joint Venture company, the Consortium Partner shall necessarily hold a minimum of 26% of voting equity in such Joint Venture company; and/or
 - (b) Holding company or Subsidiary company to meet the technical qualifying requirement stipulated at clause 7.2.2.

In such a case, the Consortium Partners are required to furnish a Deed of Joint Undertaking(s) (DJU), jointly executed by them and such Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, as Attachment-3E to Technical Proposal Submission Letter, as per the proforma prescribed in Section-V(B) of the Bidding Document along with the Technical Proposal, failing which the Bidder shall be disqualified and its bid shall be rejected. All the executants of the DJU shall be jointly and severally liable to the Employer to perform successfully, all activities included in the scope including contractual obligation.

- (iii) Each Consortium Partner shall meet on its own the financial qualifying requirement stipulated at clause 7.3.2 and at least 50% of the financial qualifying requirement stipulated at clause 7.3.1.

Note for clause 7.1.3:

- (a) In case either Consortium Partner is taking strength from its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, in that case, their relationship status should be maintained for a lock-in period of entire duration of the contract.

7.2 Technical Qualification

7.2.1 Transshipment Experience

During each of the preceding three (3) Gregorian calendar years, i.e. 2016, 2017, and 2018, the qualified transshipment company, as owner and operator of the off-shore transshipment unit(s), should have performed off-shore transshipment operations for a minimum of 2.4 Million Metric Tonne (“MMT”) per year of any dry bulk commodity, in one or multiple contracts. In case of multiple contracts, in each of the three years, at least one contract should have a minimum executed quantity of 1.0 MMT per year and other contracts should have a minimum executed quantity of 0.5 MMT per year so that the cumulative total of all the quantities executed under such contracts is not less than 2.4 MMT per year.

7.2.2 Shipping Experience

During each of the preceding five (5) Gregorian calendar years, i.e. 2014, 2015, 2016, 2017, and 2018, the qualified shipping company should have operated, as the owner or a long-term charterer, a minimum of ten (10) bulk carriers, not smaller than Handymax, in which at least four (4) carriers should be Panamax or larger vessels.

Note for 7.2.2:

1. Long-term chartering means chartering of ships for a period of one year or more.
2. In case of Chartering, shipping experience shall be considered in a particular Gregorian calendar year, when the valid chartering in that year is for six (6) months or more. Further, the number of years of shipping experience shall be considered in the following manner:

Chartering period (in months) of the Vessel as per the Charter Agreement	No. of years considered for the purpose of qualification
Equal to or more than 12 months but less than 18 months	1 year
Equal to or more than 18 months but less than 30 months	2 years
Equal to or more than 30 months but less than 42 months	3 years
Equal to or more than 42 months but less than 54 months	4 years
Equal to or more than 54 months	5 years

7.3 Financial Qualification

7.3.1 Turnover

The average annual turnover of the Bidder, in the preceding three financial years, as on the Technical Proposal Opening Date, shall not be less than **USD 75 Million (US Dollar Seventy-Five Million)** or in equivalent foreign currency, as evidenced by the audited financial statements.

7.3.2 Net worth to Paid-up Share Capital

The Net worth to paid up share capital ratio of the Bidder as on the last day of the preceding financial year as on the Technical Proposal Opening Date, should not be less than **1.0**.

In support of Financial Qualification, audited Financial Reports (Balance sheet, Profit & Loss account, Cash flow statement, etc.) shall have to be submitted.

Note to clause 7.3:

1. In case the Bidder does not satisfy the financial criteria stipulated at clause 7.3.1 above on its own and takes strength of its Holding Company or Subsidiary Company or Subsidiary of its Holding Company (directly or indirectly) or Joint Venture Company, as stipulated at clause 7.1.1 above, the Net worth to paid up share capital ratio of both the Bidder and its Holding Company or Subsidiary Company or Subsidiary of its Holding Company or Joint Venture Company, should not be less than 1.0 as on last day of the preceding financial year;
2. In cases where Audited results for the preceding financial year as on the Technical Proposal Opening Date are not available, certification of the financial statements from a practicing Chartered Accountant shall also be considered acceptable. In case, the Bidder or any JV Partner or Consortium Partner is not able to submit the certificate from Practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO stating that the financial results of the Company are under audit as on the Technical Proposal Opening Date, and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available;
3. In case the Bidder or any JV Partner or Consortium Partner is not able to furnish its audited financial statements on a standalone entity basis, the unaudited unconsolidated financial statements of the Bidder or the JV Partner or the Consortium Partner can be considered acceptable provided that the Bidder or the JV Partner or the Consortium Partner further furnishes the following documents for substantiation of its qualification:



- i. Copies of the unaudited unconsolidated financial statements of the Bidder or the JV Partner or the Consortium Partner along with copies of the audited consolidated financial statements of its Holding Company,
 - ii. A Certificate from the CEO/CFO of the Holding Company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.
4. Net Worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus;
5. Other income shall not be considered for arriving at annual turnover;
6. For turnover indicated in a currency other than USD, the exchange rate of The Federal Reserve, the Central Bank of US, as on the last day of relevant Financial Year of the Company shall be used.

Note to clause 7.0:

1. All relevant Certificates / authenticated documents in support of the qualifying requirement shall have to be submitted by the Bidder along with its bid. All the certificates must be authenticated by the authorized signatory of the Bidder or the respective partner of the Joint Venture or Consortium. Without such Certificate / authenticated document or where the Certificate / authenticated document are found to be unsatisfactory by BIFPCL, the Bid shall be considered non-responsive.
 2. In case the end user(s) does not issue certificate to the Bidder (or to a member of Consortium or Joint Venture in case the bidder is a Consortium or Joint Venture), but issues the certificate directly only to BIFPCL, based on a request by the Bidder (or such Joint Venture or Consortium Partner), such certificate shall also be considered as Bidder's submission, provided the Bidder submits copy of such request letter (duly authenticated as above) along with its Technical Proposal.
 3. BIFPCL reserves the right to reject the Bid of the Bidder(s) and forfeit the Bid Security, where any certificate or document submitted in support of the Qualifying Requirement is found to be false or fake.
- 7.4 Notwithstanding anything stated above, BIFPCL reserves the right to assess the capabilities and capacity of the Bidder and/or Joint Venture Partner(s) and/or Consortium Partner(s) and/or Holding company and/or Subsidiary company and/or Joint Venture company and/or Subsidiary of Holding company and/or Sub-vendors and/or Suppliers and/or Sub-contractors to perform the contract, should the circumstances warrant such assessment in the overall interest of BIFPCL.
- 8 Notwithstanding any other provision of the Bidding Document, BIFPCL reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids without assigning any

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reason whatsoever and in such case, no bidder/ intending bidder shall have any claim arising out of such action.

- 9 Bidding Document may be purchased by the prospective bidders from the address mentioned here below after making payment of USD 1200.00 or BDT 1,00,000.00 in the form of Demand Draft or Pay Order in favour of Bangladesh-India Friendship Power Company (Pvt.) Limited towards the cost of Bidding Document. Prospective bidders are advised to keep visiting the below mentioned website for any amendment(s)/clarification(s)/errata to the Bidding Document or any other information related to this Invitation for Bids, which shall be posted on the website.
- 9.1 Issuance of Bidding Document to any bidder shall not construe that such bidder is considered to be qualified.
- 9.2 The transfer or sharing of the Bidding Document purchased by one intending Bidder to another is not permissible.
- 9.3 A firm can participate in only one form – either as an individual company or as a Consortium Partner or a Joint Venture Partner; bids submitted by a firm in more than one form shall be rejected. A firm participating in the bidding process as an individual company or as a Consortium Partner or as a Joint Venture Partner shall ascertain that the Holding / Subsidiary / Subsidiary of Holding / Joint Venture company, from which it is taking support to meet the Qualifying Requirement, does not lend support to any other participating individual company or Consortium Partner or Joint Venture Partner, failing which such bids shall be liable to be rejected.
- 9.4 Bids shall be submitted and opened at the address given below in the presence of bidders' representatives, who choose to attend.

10 **Address for communication:**

Chief Procurement Officer,
Bangladesh-India Friendship Power Company (Pvt.) Limited,
Level-17, Borak Unique Heights,
117, Kazi Nazrul Islam Avenue,
Eskaton Garden, Dhaka-1000,
Tel. No.: +8801678582805
E-mail: coalsourcing@bifpcl.com
Website: www.bifpcl.com

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