



**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/R**

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## INVITATION FOR BIDS (SECTION-I)

**IFB No.: BIFPCL/MSTPP/COAL TRANSPORTATION/R/2019/705    Date: 16.09.2019**

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 from Load port (Coal Loading point) to Power Plant Jetty (Coal Delivery Point) with the requirements of the voyage, monthly, quarterly and yearly quantities, physical and meteorological restrictions in cost effective manner. The Coal at Coal Delivery Point from barges/ships 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 Bidding Document is available for purchase from the address mentioned below. The bidding process schedule is indicated below:

|  |   |
|--|---|
| Bidding Document No.   | BIFPCL/MSTPP/COAL TRANSPORTATION/R                              |
| Bidding Document Sale Date and Time  | From 16.09.2019(1000 Hrs.(BST)) to 06.10.2019 (1800 Hrs. (BST)) |
| Last Date for submission of pre-bid Query  | 31.10.2019 (2359 Hrs., BST)                                     |
| Bid (Envelope-1& Envelope-2) Receipt Date & Time   | Upto 1100 Hrs. (BST) on 30.11.2019                              |
| Envelope-1 (Technical) Proposal Opening Date & Time  | 30.11.2019 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.



- 4.0 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.**

5.0 **Qualifying Requirements for Bidder**

- 5.1 The Bidder can be either:

- 5.1.1 An individual company meeting the technical and financial qualifying requirements stipulated hereunder in Clauses 5.2 and 5.3 respectively. To meet the technical qualifying requirement stipulated at Clause 5.2 or the financial qualifying requirement stipulated at Clause 5.3.1, the bidder can take strength from its Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding Company (directly or indirectly), 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.

In case the Bidder is taking strength from its Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding Company, as applicable, to meet Clause 5.2, 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 Joint Venture Company or Subsidiary of its Holding 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 Joint Venture Company or Subsidiary of its Holding Company to meet Clause 5.3.1, it shall furnish a Letter of Undertaking from such Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding Company, supported by a Board Resolution of that Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding 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 Joint Venture Company or Subsidiary of its Holding Company for technical and/or financial qualifying requirement as mentioned above, in that case, their relationship status should be maintained for a lock-in period of entire duration of the contract.

OR



5.1.2 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, any of the JV Partners individually or both the JV Partners collectively shall meet the technical qualifying requirement stipulated at clause 5.2. In such case:

- (i) The Bidder shall furnish a Joint Venture agreement executed jointly between both the JV Partners, as per the proforma prescribed in Section V(B) of the Bidding Document.
- (ii) In case the Bidder is not meeting the technical qualifying requirement on its own, the JV Partner(s) can draw strength from its Holding company or Subsidiary company or Joint Venture company or Subsidiary of its Holding Company (directly or indirectly) to meet the technical qualifying requirement stipulated at clause 5.2. In the event a JV Partner seeks to draw strength from its Joint Venture company, the JV Partner should necessarily be holding a minimum of 26% of voting equity in such Joint Venture company; and/or
- (iii) In case the Bidder is already an incorporated company, it shall furnish a Deed of Joint Undertaking (DJU), jointly executed by the bidder and both the JV Partners and such Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding 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 Joint Venture Company or Subsidiary of its Holding Company, as applicable, to meet Clause 5.2, the JV Partners are required to furnish a Deed of Joint Undertaking (DJU), jointly executed by them and such Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding 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 be incorporated before the signing of contract.

- (v) Each JV Partner shall individually meet on its own the financial qualifying requirement stipulated at clause 5.3.2 and at least 20% of the financial qualifying requirement stipulated at clause 5.3.1; however, both the JV Partners shall collectively meet the financial qualifying requirement stipulated at clause 5.3.1.



**Note for clause 5.1.2:**

- (a) In case either of the JV Partners is taking strength from its Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding 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 5.1.2(iv) above, the existing DJU shall be replaced with a new DJU incorporating the Joint Venture company at the time of signing of Contract.

OR

5.1.3 A Consortium of two Companies ("**Consortium Partners**"), who meets the technical and financial qualifying requirements stipulated at clause 5.2 and 5.3 respectively. Any of the Consortium Partners individually or both the Consortium Partners collectively shall meet the technical qualifying requirement stipulated at clause 5.2. 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 obligation.
- (ii) In case any Consortium Partner is not meeting the technical qualifying requirement on its own, it can draw strength from its Holding company or Subsidiary company or Joint Venture company or Subsidiary of its Holding Company (directly or indirectly) to meet the technical qualifying requirement stipulated at clause 5.2. In the event a Consortium Partner seeks to draw strength from its Joint Venture company, the Consortium Partner should necessarily be holding a minimum of 26% of voting equity in such Joint Venture company.

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 Joint Venture Company or Subsidiary of its Holding 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 individually meet on its own the financial qualifying requirement stipulated at clause 5.3.2 and at least 20% of the financial qualifying requirement stipulated at clause 5.3.1; however, both the Consortium Partners shall collectively meet the financial qualifying requirement stipulated at clause 5.3.1.



**Note for clause 5.1.3:**

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

**5.2 Technical Qualification – Transshipment Experience**

During any three (3) financial years out of the preceding ten (10) financial years as on the date of opening of Technical Proposal, the bidder should have performed Off-shore and/or On-shore transshipment operation of a minimum average annual quantity of 2.0 Million Metric Tonne (“MMT”) of any dry bulk commodity, in one or multiple contracts.

**5.3 Financial Qualification**

**5.3.1 Turnover**

The average annual turnover of the Bidder in the preceding three financial years as on the date of opening of Technical Proposal shall not be less than **USD 42 Million (US Dollar Forty Two Million only)** or in equivalent foreign currency, as evidenced by the audited financial statements.

**5.3.2 Net worth to Paid-up Share Capital**

The Net worth to paid up share capital ratio of the Bidder as on the last date of the preceding financial year as on the date of opening of Technical Proposal, should not be less than **0.25**.

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 5.3:**

1. In case the Bidder does not satisfy the financial criteria stipulated at clause 5.3.1 above on its own and takes strength of its Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding Company (directly or indirectly), as stipulated at clause 5.1.1 above, the Net worth to paid up share capital ratio of both the Bidder and its Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary of its Holding Company, should not be less than 0.25 as on last date of the preceding financial year;
2. In cases where audited results for the preceding financial year as on the date of opening of Technical Proposal 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

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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 date of opening of Technical Proposal and that 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 the 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 date of relevant Financial Year of the Company shall be used.

**Note to clause 5.0:**

1. All relevant Certificates / authenticated documents in support of the Qualifying Requirements 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 partner 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.

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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 Requirements is found to be false or fake.
- 5.4 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.
- 6 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 reason whatsoever and in such case, no bidder/ intending bidder shall have any claim arising out of such action.
- 7 Bidding Document may be purchased by the prospective bidders from the address mentioned here below after making payment of BDT 5,000 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. Alternatively, prospective bidders may also download the Bidding Document from [www.bifpcl.com](http://www.bifpcl.com), the website of BIFPCL; however, such bidders, at the time of bid submission, shall be required to pay BDT 5,000 in the aforementioned manner towards the cost of Bidding Document, failing which their bid shall not be accepted and shall be returned. 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.
- 7.1 Issuance of Bidding Document to any bidder shall not construe that such bidder is considered to be qualified.
- 7.2 The transfer or sharing of the Bidding Document purchased or downloaded by one intending Bidder to another is not permissible.
- 7.3 A firm can participate in only one form – either as an individual company or as a Consortium Partner or as 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 / Joint Venture company/ Subsidiary of Holding, from which it is taking support to meet the Qualifying Requirements, 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.
- 7.4 Bids shall be submitted and opened at the address given below in the presence of bidders' representatives, who choose to attend.



8 **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,  
Mob. No.: +8801678582805  
Tel. No.: +880258314264;  
E-mail: [coalsourcing@bifpcl.com](mailto:coalsourcing@bifpcl.com)  
Website: [www.bifpcl.com](http://www.bifpcl.com)

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