

INVITATION FOR BID (SECTION-I)

IFB No.: BIFPCL/MSTPP/LIMESTONE/2021/778

Date: 07.06.2021

1.0 Bangladesh-India Friendship Power Company (Pvt.) Limited (“**BIFPCL**”), acting as the Employer, invites sealed bid from eligible bidders for **Procurement and Delivery of Limestone at Plant Jetty** for the 2x660 MW Maitree Super Thermal Power Project (“**2x660 MW Maitree STPP**” or “**MSTPP**”) (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 Work mentioned in brief hereinafter.

2.0 **Brief Scope of Work**

The Contractor shall supply Limestone considering the parameters/ conditions stipulated in the Bidding Documents, to **MSTPP Plant Jetty (i.e. the Limestone Delivery Point [LDP])** on a single point responsibility basis (i.e. delivered at MSTPP Plant Jetty), including but not limited to arranging vessels, stevedoring, handling the scheduled shipments, storage, cargo insurance, port clearances, arranging and ensuring transshipment (if required) and barges, loading, transportation, draft survey, quality sampling and analysis, bunkering and pilotage services, arranging and deploying tug boats, berthing/ mooring at the transshipment site (if transshipment required) and delivery at the 2x660 MW MSTPP Plant Jetty. All other related activities, including clearing and forwarding of the consignments, customs clearance, coordination with Ports and any statutory authorities, shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination at the load ports/ Limestone Loading Points (LLPs) and any other intervening ports, managing and operating the transshipment site (if transshipment required), handling agents, etc., shall also be part of Scope of Work of the Successful Bidder. Bidder is requested to go through the complete specification for the detailed scope of work, which is described in this Section of the Bidding Document, towards ensuring smooth and trouble-free operation of all activities in supply chain required for ensuring limestone delivery at the MSTPP Plant Jetty.

The detailed Scope of Work is provided in the Technical Specification (Section-IV) of the Bidding Document. Bidder shall consider the Bidding Document in its entirety for complete understanding and interpretation of the Scope of Work and 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/LIMESTONE
Bidding Document Sale Date and Time	07.06.2021(10:00 Hrs. (BST)) to 05.07.2021 (17:00 Hrs. (BST))
Last Date for submission of pre-bid Query	06.07.2021 (17:00 Hrs. (BST))
Pre-Bid Meeting	06.07.2021 (11:00 Hrs.(BST))
Bid (Envelope-1& Envelope-2) Receipt Date & Time	Upto 11:00 Hrs. (BST) on 02.08.2021
Envelope-1 (Technical) Proposal Opening Date & Time	02.08.2021 at 11:30 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 30,000 (US Dollar Thirty 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 Qualification Route:

- 5.1.1 A bidder can be a firm 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, as may be applicable.

or

- 5.1.2 A bidder can be a consortium of a maximum of three (03) 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.

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 at least 25% of the Financial Criteria mentioned at Clause 5.3(i).

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) and at least 20% of Financial Criteria mentioned at Clause 5.3(i).

5.2 Technical Criteria:

- (i) Bidder should have imported/exported and supplied a minimum of 40000 (Forty Thousand) Metric Tonnes (MT) of dry bulk solid commodity(ies) like Coal, Limestone, Iron Ore, Fertilizers, Chemicals, Cement etc to any firm in any continuous twelve (12) months

in one or multiple contracts during the past six (6) years reckoned from the date of opening of Technical Proposal.

OR

- (ii) Bidder can be a Limestone mine Owner or Holding Company of a Limestone mine Owner and should have exported a minimum of 40000 (Forty Thousand) Metric Tonnes (MT) of limestone, in any continuous twelve (12) months period in one or multiple contracts, during the past six (6) years reckoned from the date of Technical Proposal.

OR

- (iii) Bidder should have performed transportation through sea route of a minimum of 40000 (Forty Thousand) Metric Tonnes (MT) of dry bulk solid commodity(ies) like Coal, Limestone, Iron Ore, Fertilizers, Chemicals, Cement etc. in any continuous twelve (12) months period in one or multiple contracts during the past six (6) years reckoned from the date of opening of Technical Proposal.

Note to Clause 5.2 (Technical Criteria):

- 1) In support of and in order to establish the aforesaid experience, the bidder shall furnish experience certificate from seller/ purchaser/ its client, along with certificate(s) in original from the statutory auditor(s) of the bidder, or any other relevant authentic document.
- 2) Dry (bulk) solid commodity mentioned at Clause 5.2 above means dry solid bulk cargo Appendix-4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3.

5.3 Financial Criteria:

- i. The average annual turnover of the bidder, in the immediately preceding three financial years, as on 1st July 2020, should not be less than USD 3 Million (US Dollar three Million) or its equivalent in any other currency, as evidenced by the audited financial statements of the bidder.
- ii. Net Worth of the bidder, as on the last date of the financial year immediately preceding 1st July 2020, should not be less than 100% of its paid-up share capital.
- iii. In case of a bid submitted by a consortium, the turnover shall be considered on a combined manner for all the consortium partners. Total Net worth of all consortium partners in combined manner should not be less than 100% of their paid up share capital. However, the Net worth of each consortium partner individually should not be less than 75% of their own paid up share capital.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capital and Y1, Y2, Y3 are individual respective paid up share capitals of each consortium partner.

Note to Clause 5.3 (Financial Criteria):

1. Financial year immediately preceding 1st July 2020 means FY ending between the period 1st July 2019 and 30th June 2020. (Like FY ending on 30th June 2020 / 31st March 2020 / 31st December 2019 / 30th September 2019 /any other date as per country-specific requirement in respect of the financial statement)

For the purpose of Clause 5.3(i) above, turnover of the bidder or consortium partner for the Financial Years ending during the period 1st July 2019 to 30th June 2020, 1st July 2018 to 30th June 2019 & 1st July 2017 to 30th June 2018 shall be considered.

2. In case the bidder is an individual firm as per clause 5.1.1 and does not satisfy the financial criteria stipulated at Clause 5.3(i) above on its own and takes the strength from its Holding Company or Subsidiary Company or a Joint Venture Company or Subsidiary Company of its Holding Company, as stipulated at Clause 5.4(ii) below, the Net worth of both the bidder and its Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of its Holding Company, as the case may be, should not be less than 100% of their paid up share capital as on the last date of the preceding financial year. The bidder has to maintain the relationship status with its such Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of its Holding Company for a lock-in period of the entire duration of the contract. Further, 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 for such duration;
3. In cases where audited financial results for the immediately preceding financial year as on 1st July 2020 are not available, certification of the financial statements from a practicing Chartered Accountant shall also be considered acceptable. In case, the bidder or consortium partner is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited financial results of three consecutive financial years immediately preceding 1st July 2019 may be submitted and the same shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company for immediately preceding Financial Year are under audit and the Certificate would be required from the practicing Chartered Accountant certifying the financial parameters is not available.

4. In case the bidder or consortium partner is not able to furnish its audited financial statements on a standalone-entity basis, the un-audited unconsolidated financial statements of the bidder or the consortium partner may be considered acceptable, provided that the bidder or the consortium partner further furnishes the following documents for substantiation of its qualification:
 - i. Copies of the un-audited unconsolidated financial statements of the bidder or consortium partner along with the copies of audited consolidated financial statements of its Holding Company,
 - ii. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents stating that the un-audited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.
5. 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;
6. Other income shall not be considered for arriving at the annual turnover;
7. For turnover indicated in a currency other than USD in the Financial Statements, the exchange rate of The Federal Reserve, the Central Bank of US, as on the last date of relevant Financial Year of the bidder Company shall be used for conversion to USD. In case the Federal Reserve exchange rate is not available for the currency indicated in the Financial Statements, USD selling rate of the Central Bank of the home country of the currency of the Financial Statement, as on the last date of relevant Financial Year of the bidder Company shall be used for conversion to USD.

5.4 Note to Qualifying Requirements for Bidders:

- i. In case the bidder is an Individual firm as per Clause 5.1.1 and does not meet the Technical and/or Financial Criteria on its own, the bidder may take strength from its Related Party (*as defined herein below*) to meet the Technical criteria stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) and/ or the Financial criteria stipulated at Clause 5.3(i).

In such case, the bidder has to furnish along with its bid, a Deed of Joint Undertaking (“**DJU**”) with the related party as per the format enclosed in the bidding document, failing which, the bidder shall be disqualified and its bid shall be rejected. All the executants of DJU shall be jointly and severally liable to the Employer/BIFPCL for the successful performance of the contract. The bidder has to maintain the relationship status with its Related Party for a lock-in period of the entire duration of the contract.
- ii. In case the bidder is taking strength from its Related Party for meeting the financial requirement at Clause 5.3(i), it shall furnish a Letter of Undertaking from such

related party, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder, in case of award.

- iii. In case the bidder is a consortium of firms, each consortium partner shall meet its portion of Technical and/or Financial criteria of Qualifying Requirement on its own and shall not take strength of its related party for qualification.
- iv. A 'Related Party' shall mean the Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of the bidder's Holding Company. Further, 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.
- v. In case the bidder is a consortium of firms as per Clause 5.1.2, the bidder shall provide, along with their bid, 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 concerned bidder(s) shall be disqualified and the bid shall be rejected. All the executants of the consortium agreement shall be jointly and severally liable to the Employer/BIFPCL to perform the contract successfully, including all the activities included in the scope of work and all contractual obligations set out under the contract.
- vi. 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 lead partner, in the case of a consortium of bidders. Without such certificates / authenticated document or where the certificate / authenticated document are found to be unsatisfactory by BIFPCL, the Bid may be considered as non-responsive.
- vii. In case the end user(s) does not issue certificate to the bidder (or to a partner of the consortium, in case the bidder is a consortium), but issues the certificate directly only to BIFPCL based on a request by the bidder (or the consortium partner), such certificate shall also be considered as part and parcel of the bidder's submission, provided the bidder submits copy of such request letter (duly authenticated as above) along with its Technical Proposal.
- viii. BIFPCL reserves the right to reject the Bid of the bidder(s) and forfeit the Bid Security, where any certificate or document submitted or representation made in support of the Qualifying Requirements is found to be false/untrue or fake.

5.5 Notwithstanding anything stated above, BIFPCL reserves the right to assess the capabilities and capacity of the bidder 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 the 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 / modify the Invitation for Bid without assigning any reason whatsoever and in such case, no bidder/ prospective bidder shall have any claim arising out of such action.

- 7 The Bidding Document may be purchased by the prospective bidders from the address mentioned here below after making payment of BDT 10,000 or USD 120 in the form of Demand Draft or Pay Order in favour of Bangladesh-India Friendship Power Company(Pvt.) Limited towards the cost of the Bidding Document. Alternatively, prospective bidders may also download the Bidding Document from www.bifpcl.com, the website of BIFPCL; however, such bidders, at the time of bid submission, shall be required to pay BDT 10,000 or USD 120 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 Bid, which shall be posted on the website.
- 7.1 Issuance of Bidding Document to any bidder shall not construe to mean that such a 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 bidder or its constituents (i.e. the consortium partners, if any, therein) shall only submit one Bid. A firm can participate in only one form – either as an individual company or as a consortium partner; bids submitted by a firm in more than one form/capacity shall be rejected. A firm participating in the bidding process as an individual company or as a consortium partner shall ascertain that the Holding / Subsidiary / Joint Venture company/ Subsidiary of Holding, from which it may be deriving support to meet the Qualifying Requirements, does not lend support to any other participating individual company or consortium partner, failing which all 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 so 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
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E-mail:cpo@bifpcl.com / jkbhaskar@bifpcl.com
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