

RPCL-NORINCO INTL POWER LIMITED

(A Joint Venture of Rural Power Company Limited (RPCL), Bangladesh and NORINCO International Cooperation Limited, China))

(International Competitive Bidding)

BIDDING DOCUMENT

FOR

**PROCUREMENT AND DELIVERY OF LIMESTONE AT
PLANT JETTY**

FOR

**PATUAKHALI 1320 (2×660) MW COAL FIRED THERMAL
POWER PLANT PROJECT**

AT

Kalapara, District-Patuakhali, Bangladesh



BIDDING DOCUMENT NO.: PUR-005(LPD/PATUAKHALI/OTM)/2023-24

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RPCL-NORINCO INTL POWER LIMITED (RNPL)
(A Joint Venture of Rural Power Company Limited (RPCL), Bangladesh and NORINCO
International Cooperation Limited, China)
(International Competitive Bidding)



Invitation for Bid (IFB)
(Section-I)
For
Procurement and Delivery of Limestone at
Plant Jetty
For
Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant Project
At
Kalapara, Patuakhali, Bangladesh
Bidding Document No.: PUR-005(LPD/PATUAKHALI/OTM)/2023-24

Invitation for Bid

Section 1

IFB No.: RNPL/1320/2024/0733

Date:10.06.2024

1.0 RPCL-NORINCO INTL POWER LIMTIED ("RNPL"), acting as the Employer, invites sealed bid from eligible bidders for Procurement and Delivery of Limestone at Plant Jetty for the Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project (the "Project") at Kalapara, 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 Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project Jetty (i.e. the Limestone Delivery Point [LDP]) on a single point responsibility basis (i.e. delivered at 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 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 Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project 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.	PUR-005(LPD/PATUAKHALI/OTM)/2023-2024
Bidding Document Sale Date and Time	11.06.2024 to 22.07.2024 (05:00 PM. (BST))
Last Date for submission of queries on bidding document	09.07.2024 (05:00 PM(BST))
Pre-Bid Meeting	Not Applicable

Bid (Envelope-1 & Envelope-2) Receipt Date & Time	Up to 12 :00 PM. (BST) on 23.07.2024
Envelope-1 (Technical) Proposal Opening Date & Time	23.07.2024 at 12 :30 PM. (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 RNPL subsequently.

- 4.0** All bids must be accompanied by Bid Security for an amount of **USD 100,000.00 (US Dollar One Hundred Thousand Only)**

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY RNPL 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 requirements stipulated at Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) and 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) 5.2 (iii) and at least 51% of financial criteria mentioned at Clause 5.3 (i).

5.2 Technical Criteria:

- (i)** Bidder should have imported/exported and supplied a minimum of 40,000.00 (Forty Thousand Only) 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 40,000.00 (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) Deleted.

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 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 2023, 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 Asset Value per share (NAVPS) as on the last date of the financial year immediately preceding 01 July 2023, should not be less than 1.
- iii. In case of a bid submitted by a consortium, the turnover shall be considered in a combined manner for all the consortium partners. The net asset value per share (NAVPS) of all consortium partners in a combined manner should not be less than 1 (one). However, the net asset value per share (NAVPS) of each consortium partner individually should not be less than 0.75

Net asset value per share (NAVPS) in combined manner shall be calculated as follows:

$$\text{Net asset value per share (NAVPS) (combined)} = \frac{X1+X2+X3}{Y1+Y2+Y3}$$

where X1, X2, X3 are individual Net asset value (NAV) which should not be less than 0.75 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 2023 means FY ending between the period 1st July 2022 and 30th June 2023. (Like FY ending on 30th June 2023/31st March 2023/31st December 2022 / 30th September 2022 /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 2022 to 30th June 2023, 1st July 2021 to 30th June 2022 & 1st July 2020 to 30th June 2021 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 asset value per share (NAVPS) 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 1 (one) 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 50% 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 2023 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 2022 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 Asset value (NAV) 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;

For turnover amounts stated in a currency other than USD in the Financial Statements, these amounts shall be converted to USD using the exchange rate provided by Bangladesh Bank on the last date for tender submission.

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/RNPL 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 50% 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/RNPL 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 RNPL, 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 RNPL 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. RNPL 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, RNPL 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 RNPL.

6 Notwithstanding any other provision of the Bidding Document, RNPL 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 interested bidder must collect the hard copy of the signed Bidding Document issued in their name for submission of Bid Proposal from the corporate office of RPCL-NORINCO INTL Power Limited (RNPL); Address: RPCL-NORINCO INTL POWER LIMITED (RNPL) ,Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229, Bangladesh, with a non-refundable fee of USD 500(US Dollar Five Hundred only) or BDT 60,000 (Sixty Thousand Bangladesh Taka) in the form of an international bank draft/Pay Order or bank transfer encashable at any scheduled bank in Bangladesh or in the form of local bank draft/pay order, made payable to "RPCL-NORINCO INTL POWER LIMITED".

In case any bidder chose to pay the amount through online bank transfer, the account details of RNPL are as under:

Applicable for	Any bidder paying Bidding document purchase fee to RNPL in USD
Transfer Method	SWIFT

Account Title	RPCL-NORINCO INTL POWER LIMITED
Account Number	0200016276015
Bank Name	Agrani Bank Limited
Branch Name	Gulshan Corporate Branch, Gulshan-01, Dhaka.
SWIFT Code	AGBKBDDH042
Remarks	Please mention the purpose of the remittance during transfer through the bank and inform RNPL's Company Secretary after remitting.
The Bidding Document purchaser must have an cover letter issued by authorized personnel of the bidder mentioning bid document name & number as per the IFB which the bidder applies to purchase & also mention the name of authorized personnel who will collect the bid document on his behalf. The Bank Draft/Pay Order Or Swift Copy of the purchase fee will be attached with the cover letter.	

- 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:

Company Secretary

RPCL-NORINCO INTL POWER LIMITED (RNPL)

Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229

Phone: +88 02 55098012-14, 302 (Ext)

E-mail: cs@rnpl.com.bd

Website: www.rnpl.com.bd

Instructions to Bidders (ITB) (Section-II)

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Disclaimer

1. The Bidding Document does not purport to contain all the information each Bidder may require to submit the Bid. Each Bidder should conduct its own diligence, investigation and analysis and should check the accuracy, reliability and completeness of the information in the Bidding Document and obtain independent advice from appropriate sources.
2. Nothing stated herein shall be construed as a representation or warranty on the part of RNPL. In particular, no representation is made that any letter of award shall be issued or that the Contract Agreement will be executed pursuant to the Bidding Document. RNPL, at its sole discretion may stop, re-invite, terminate, suspend or amend the process of selection of the selected Bidder at any stage without assigning any reasons thereof. Further, neither RNPL nor its employees, agents, advisors or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information contained or deemed to be contained in the Bidding Document.
3. Neither RNPL nor its employees, agents, advisors or consultants shall be liable to any Bidder or any other person, under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered, in connection with or as arising as a result of the Bidding Document, or any matter that may be deemed to form part of the Bidding Document, or the award of the contract thereunder, or any other information supplied by or on behalf of RNPL or its employees, agents, advisors or consultants or otherwise arising in any way from the selection process for the award of the contract.
4. The Bidder should ensure that the Bidding Document is complete in all respects. In the event that the Bidding Document or any part thereof is mutilated or missing, the Bidder must notify the contact person(s) of RNPL immediately.
5. RNPL reserves the right, in its sole and unfettered discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the bidding process undertaken/to be undertaken under the Bidding Document, without assigning any reasons thereof.
6. The Bidding Document (and all information contained herein) is confidential and is for the exclusive use of the Bidders who desire to participate in this Tender. The Bidding Document shall not be copied or distributed to third parties, other than only to the extent necessary on a need-to-know basis for the purpose of preparation of submissions for the Bid by the Bidder and such sharing/distribution being subject to the same degree of confidentiality as applicable to the Bidder under this Bidding Document.
7. RNPL reserves the right to change, modify, add to or alter the bidding process, including inclusion of additional evaluation criteria for evaluation of the Bidders during the bidding process, based on detailed evaluation of capabilities or on account of any change in government policy, law or regulations. Any change in the bidding process shall be intimated to all the Bidders by hosting such changes on the relevant website(s). For the

avoidance of doubt, it is clarified that if at any time after the date of issuance of the Bidding Document and prior to the execution of the Contract Agreement, there is any change in policy of the Government of Bangladesh, law or regulations affecting the selection process, or any part of the Bidding Document or RNPL's rights or obligations, RNPL shall, in its sole discretion be entitled to change, modify, review, supplement, add to, alter or otherwise deal with the bidding process in such manner and to such extent as RNPL may decide, in its sole discretion, so as to protect its interest. The Bidders shall be required to submit the Bid in relation to the Bidding Document/ bidding process as so amended, altered, modified or supplemented.

The Instructions to Bidder ("ITB") is intended to act as a guideline in respect of aspects that the Bidders should consider while preparing the Proposal and related documents for submission to RNPL, in relation to the Procurement and Delivery of Limestone at Plant Jetty for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant Project at Kalapara, Patuakhali, Bangladesh.

Abbreviations & Definitions

Unless repugnant to the context, capitalized terms utilized herein, shall, where defined by way of inclusion in parenthesis, have the meaning so ascribed in this ITB. Further, the below set terms shall have the meaning ascribed herein below:

- **BDT** shall mean Bangladesh Taka.
- **Bid Security** shall mean the bid security as prescribed in ITB Clause 5.11.
- **Bidder** or **Tenderer** shall mean an individual firm or a Consortium of maximum three (03) firms submitting a Bid pursuant to this ITB.
- **Bidding Document** shall mean the documents set forth in ITB Clause 4.1.
- **RNPL** shall mean the RPCL-NORINCO Intl Power Limited.
- **COC** shall mean the Conditions of Contract, Section-III of the Bidding Document.
- **Contract** shall mean the Contract entered into between RNPL and the successful Bidder pursuant to the bidding process for Procurement and Delivery of Limestone at Plant Jetty for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant Project at Kalapara, Patuakhali, Bangladesh.
- **Contractor** shall mean the successful Bidder with whom the Contract is executed in terms of ITB Clause [8.7](#).
- **Consortium Agreement** shall have the meaning ascribed to it in ITB Clause [2.4](#).
- **Consortium Partner** shall mean a company that is a party to a Consortium.
- **Consortium** shall mean a consortium formed by a maximum of three companies by jointly executing a Consortium Agreement for the purpose of submitting the Bid.
- **DJU** shall mean Deed of Joint Undertaking executed jointly between the Bidder and the Related Party, as applicable.

- **IFB** shall mean the Invitation for Bid, [Section-I](#) of Bidding Document.
- **INCOTERM** mean the international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France;
- **ITB** shall mean this Instructions to Bidders, Section-II of Bidding Document.
- **Governmental Authority** shall mean and include the Government of Bangladesh, the government of the country of the Bidder and any other governmental department, commission, board, bureau, agency, statutory/regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local, having jurisdiction with respect to matters concerning the Project, the Contract and other matters in respect of the Bidding Documents.
- **MT** shall mean metric ton.
- **MMT** mean million metric ton.
- **PPA** shall mean the Payra Port Authority of the People's Republic of Bangladesh.
- **Project Site** means Patuakhali 1320 (2×660) MW Coal Fired Thermal Power Plant Project at Kalapara, Patuakhali, Bangladesh including its Jetty,
- **Contractor** shall mean the Bidder who is found to be successful in the bidding process and who is awarded the Contract by placing Letter of Intent or Notification of Award by RNPL.
- **USD** shall mean United States Dollar.

Capitalized terms utilized herein, but not defined shall (unless repugnant to the context) have the meaning so ascribed in the other provisions of the Bidding Documents.



1. Assignment

- 1.1. Title of the Project** Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project.
- 1.2. Title of Work** Procurement and Delivery of Limestone at Plant Jetty for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project at Kalapara, Patuakhali, Bangladesh.
- 1.3. Scope of Services** RNPL invites Proposal in sealed envelopes following Single-Stage Two Envelope bidding procedure from prospective Bidders for Procurement and Delivery of Limestone at Plant Jetty for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project at Kalapara, Patuakhali, Bangladesh. Detailed Scope of Services is stipulated in the Technical Specifications (Section-IV) of the Bidding Document.

2. General

2.1. Introduction

1. RNPL intends to select a Supplier for Procurement and Delivery of Limestone at Plant Jetty for Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project at Kalapara, Patuakhali, Bangladesh. Such supplier shall be the bidder considered the lowest evaluated, technically qualified and responsive during the bidding process for Procurement and Delivery of Limestone at Plant Jetty in accordance with the procedures specified in this Bidding Document.
2. Throughout this Bidding Document, the term "Bidder" is used to refer to individual company or Consortium of companies, who intend to participate in the bidding process by either purchasing the Bidding Document or downloading the Bidding Document as per the provisions of IFB Clause 7.
3. The Bidder should note that:
 - a. The Bidder shall bear all costs associated with the preparation and submission of its bid, and RNPL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process;
 - b. RNPL is not bound to accept any or all the Proposals submitted.

2.2. Communications

All communication with RNPL regarding this bidding process should be addressed to:
 Company Secretary,
 RPCL-NORINCO INTL POWER LIMITED (RNPL)
 Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229
 Phone: +88 02 55098012-14, 302 (Ext)
 E-mail: cs@rnpl.com.bd
 Website: www.rnpl.com.bd

2.3. Source of Fund and Eligibility

Payment for the work performed under the Contract shall be made to the Contractor as per the Payment Terms stipulated in the Bidding Document, by RNPL from its own resources.

2.4. Consortium

1. Bidders qualifying on the basis of Consortium Agreement shall be required to maintain the arrangement agreed upon by and between the Consortium Partners during the complete term of the Contract, if considered for award. Further, no change in the role of the Consortium Partners shall be allowed with respect to the roles specified/assigned to each such partner during the bidding stage. Any change either in the arrangement of the Consortium or in the role of the Consortium Partners, upon submission of the bid by the Bidder, shall make their Proposal liable for rejection.
2. The Bidder shall furnish along with its bid, the Consortium Agreement, as may be applicable, executed on a non-judicial stamp of requisite value and authenticated by a Notary Public, as per the format prescribed in **Section-V(B)** of the Bidding Document.
3. Each Consortium Partner shall be jointly and severally liable for the execution of the Contract, including discharge of all liabilities in respect thereof, and performance of all ethical, legal and contractual obligations, in accordance with the terms and conditions of the Contract.
4. One of the Consortium Partners shall be designated as Lead Partner, who shall be authorized to receive and send communications for and on behalf of any and all of the Consortium Partners during the bidding process.
5. RNPL may release payments required under the Contract to the Lead Partner and/or to any other Consortium Partner, duly authorized by the Lead Partner, in case contract is awarded to the Consortium. However, the above shall be without any additional liability of whatsoever nature to RNPL (including to any Consortium Partner

2.5. Prohibition of Corruption, Collusion, Nepotism and Fraud

1. RNPL requires that the Bidder and the Contractor, as applicable in the context, including their personnel, agents, partners, consultants, and sub-contractors, observe the highest standard of ethics during the bidding process and execution of the Contract. In pursuance of this policy, RNPL: shall be entitled to: (a) reject a Bid, if it determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices, while competing in the Bidding process in question and/or (b) reject any recommendation for award that had been proposed for such a Bidder and/or;

- (c) declare a Bidder or the Consortium Partner, ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time, it determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Bidding process.
- a) For the purposes of this provision, the terms set forth below shall have meaning ascribed to them, as follows:
- i. **"corrupt practice"** means improperly offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of RNPL or other public/government or private authority or individual, a benefit in any form, employment or any other thing or service of value, as an inducement with respect to an act or decision or method followed by the Employer in connection with the bidding process or execution of the Contract;
 - ii. **"fraudulent practice"** means the misrepresentation or omission of facts with an intent to deceive, in order to influence a decision to be taken in the bidding process or during the execution of the Contract;
 - iii. **"collusive practice"** means a scheme or arrangement between two (2) or more persons/ Bidders, that is designed to arbitrarily tamper with the bidding process, with an intent to reduce the number of Bids submitted or fix Bid prices at artificial, non-competitive levels or having such similar effects, thereby denying RNPL the benefits of competitive price arising from genuine and open competition;
 - iv. **"coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property, to improperly influence a decision to be taken in the bidding proceeding or during the execution of the Contract, and such practices will include creating obstructions in the normal submission process as applicable in respect of the Bids.

2.6. Prohibition of Conflict of Interest

This prohibition is to ensure there are no parties that act in conflicting capacities, or otherwise seek to obtain any undue advantage, during the bid process or term of Contract. If it is demonstrated that a conflict of interest affects a Bidder or any Consortium Partner, the Proposal by such a Bidder/ Consortium shall be liable to be rejected.

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2.7. Eligible Bidders

1. The IFB and this ITB pursuant thereto is open to potential Bidders from all countries, except Israel. A Bidder will be eligible if it is a citizen, or is constituted, registered and operates as a legal entity in conformity with the provisions of the laws of its country.
2. Bidders shall be required to have the legal capacity to enter into the Contract. A Bidder that is under a declaration of ineligibility by the Government of Bangladesh, in accordance with applicable laws as on the date of opening of Technical Proposal or thereafter, shall be disqualified.
3. These requirements for eligibility will extend, as applicable, to sub-contractor that may be proposed by the Bidder.

2.8. Eligible Goods and Related Services

1. All goods and related services ("Goods and Services") to be supplied under the Contract are eligible, unless their origin is from Israel.
2. For purposes of this Clause, the term "**Goods**" includes, but is not limited to, Limestone, commodities, raw material, machinery, equipment, and industrial plants and "**Services**" includes, but not limited to, services such as logistics, stevedoring, quality sampling and analysis, draft survey, insurance, transportation including transshipment, installation, and commissioning, training and maintenance.
3. For purposes of this clause, "**origin**" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed, or through manufacture, processing, or assembly, from which process, another commercially recognized article results that differs substantially in its basic characteristics from its components.
4. The origin of Goods and Services is distinct from the nationality of the Bidder. The nationality of the firm that produces, assembles, distributes, or sells the Goods, or renders the Services, shall not determine their origin.

2.9. Site Visit

1. The Bidder is advised to visit and examine the Project site, before submitting its proposal, to acquaint itself with, and determine the existing conditions and limitations in respect of the Project site. The Bidder shall thoroughly inform itself of all conditions and factors which would affect the execution of the Work, including, but not be limited to, the condition/workings of the plant Jetty, the port facilities, the Rabnabad Channel, river water quality, seasonal changes, river draft availability, metocean conditions, climatic conditions, air quality, the availability and cost of labour, applicable laws and regulations, facilities for transportation, facilities for dry docking, availability of spares, availability of fuel, availability of tools & plants, handling and storage of materials and equipment, and limitation of working days due to monsoon

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and all such other factors considered relevant and required to be assessed in order for the Contractor to successfully perform under the Contract. The Bidder shall also necessarily inform itself of the Environmental Impact Assessment ("EIA") report of Coal Transportation in respect of the Project. *(The same report shall also be considered during execution of contract)*

2. It must be understood and agreed that such factors have been properly investigated and considered by the Bidder in the preparation of the Bid submitted. No claims for financial and time adjustment to the Contract awarded for the Services under these specifications and Bidding Document will be permitted by RNPL, which are based on the lack of such prior information or diligence on the part of the Bidder, or its effect on the cost of the Work/Services and its completion time. The costs of such visits and examination shall be borne fully by the Bidder.
3. The Bidder or its authorized representative(s) shall be granted permission by RNPL to enter upon latter's premises and lands for the purpose of conducting such visits and undertaking its diligence, but only upon the express condition that the Bidder, its personnel and agents, will release and indemnify RNPL and its personnel and agents from and against all liability in respect thereof and that the Bidder will solely be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the Site inspection.

2.10. Bidder to exercise due diligence

The details provided by RNPL in this Bidding Document are for reference purposes only and to facilitate the Bidder in preparing the proposal. Bidders are advised to exercise due diligence and verify the data and other details while preparing their Proposal. RNPL shall not be responsible for incorrectness of any data.

2.11. Confidentiality

Information contained in this Bidding Document and Annexures thereto shall be treated confidential by the Bidder, including its personnel, agents, advisors and consultants.

2.12. Clarification on Bidding Document

1. A prospective Bidder who has obtained the Bidding Document from the source stated by RNPL in the IFB, requiring any clarification on provision(s) of the Bidding Document shall contact RNPL in writing through email to

RNPL's address (cs@rnpl.com.bd) indicated above no later than the date specified in the IFB.

2. RNPL is not obliged to answer any request for clarification that it receives after the date mentioned in ITB clause 2.12.1 above.
3. RNPL shall respond in writing to any such request for clarification, received within the time period mentioned above. The response shall include description of the query, but without identifying its source. The response shall be forwarded to all the prospective Bidders.
4. Should RNPL deem it necessary to amend the Bidding Document as a result of any such clarification, it shall do so following the procedure under ITB Clause 2.14.

2.13. Pre-Bid Meeting

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2.14. Amendment of Bidding Document

1. At any time prior to the deadline for submission of Bids, RNPL, on its own initiative or in response to a clarification requested in writing from a Bidder, may revise the Bidding Document by issuing an amendment thereto.
2. The amendment issued under ITB Sub-Clause [2.14.1](#) shall become an integral part of the Bidding Document and shall have a date and an issue number and shall be circulated by e-mail, to all the prospective Bidders. The prospective Bidder shall acknowledge receipt of the amendment by sending each and every page of the amendment issued, duly signed and stamped via a return e-mail. RNPL shall not be held responsible for non-delivery of any amendment so issued to any Bidder, including in the event any e-mail carrying such amendment bounces back or any attachment is filtered by the Bidder's e-mail server or on account of any such technical reason.
3. The amendment(s) shall also be posted on the website of RNPL, and it shall be the responsibility of the prospective Bidder to visit the RNPL website from time to time after downloading of Bidding Document to see if any amendment to the Bidding Document has been uploaded. The Bidder shall furnish its acceptance to such amendment(s) by submitting the amendment(s), with each and every page thereof duly signed by the authorized signatory.
4. In addition to the above, RNPL may extend the deadline for the submission of Proposals through an amendment.

2.15. General Qualification

1. The Bidder shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability,

specific experience, reputation, and the personnel, to perform the Contract.

2. In addition to meeting the eligibility criteria, as stated in ITB Clause 2.7, the Bidder must satisfy the other criteria stated in ITB Clause 2.16.

2.16. Specific Qualification

In addition to the qualification mentioned at ITB Clause 2.15 above, the Bidder shall have to fulfil the Qualifying Requirements mentioned at Clause 5 of Section-I, Invitation for Bid (IFB) of the Bidding Document.

2.17. Sub-Contractor

1. The Bidder may sub-contract a portion of the Work, subject to the approval of RNPL.
2. The Bidder may specify in its bid the portion of the Goods and Services that will be sub-contracted, if any, including the entity(ies) to whom each portion will be sub-contracted.
3. All subcontracting arrangement and sub-contractors' details should also be identified in the bid submitted by Bidder.
4. Sub-contractors must comply with the provision of ITB Clause 2.7. For this purpose, Bidder shall complete the Sub-contractor's information in their Technical Proposal.
5. If RNPL determines that a sub-contractor is ineligible, the sub- contracting of such portion of the Goods and Services assigned to the ineligible sub-contractor shall be disallowed.

2.18. Only One Bid

A Bidder can participate in only one form - either as an individual firm or as a Consortium Partner; bids submitted by a Bidder in more than one form (or multiple bids by the same Bidder) shall be rejected. A Bidder participating in the bidding process as an individual company or as a Consortium 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, failing which such bids shall be liable to be rejected

3. TIMETABLE

3.1. Preparation and Submission of Proposal

The dates for submission of Pre-bid query, and submission of Proposal shall be as per the dates given in the Invitation for Bid (IFB) or any subsequent communication made by RNPL in this regard, in writing.

4. The Bidding Document

4.1. Bidding Document The Bidding Document includes the following:

1. Section-I: Invitation for Bid (IFB)
2. Section-II: Instructions to Bidder (ITB)
3. Section-III: Conditions of Contract (COC)
4. Section-IV: Technical Specifications (includes Scope of Work and Technical Requirements)
5. Section V: Bid and Contract Forms
 - 5.1. Sub-Section A: Bid Forms:
 - a) Part A1: Technical Proposal Submission Letter and its Attachments
 - b) Part A2: Price Proposal Submission Letter and its Attachments
 - 5.2. Sub-Section B: Bid and Contract Forms and Bank Guarantee Proforma.

5. Preparation of Proposals**5.1. General**

In preparing the Proposal, the Bidder is expected to examine, in detail, the documents constituting the Bidding Document. The following clauses are dedicated to the general aspects, which are to be considered to develop the Proposal, remembering that material deficiencies and non-compliances in respect of these guidelines may result in rejection of the Proposal.

5.2. Language of Bid

1. Bids shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English language, in which case, for the purposes of interpretation of the Bid, such translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by a Public Notary and/ or consularized by the Bangladesh Embassy or the High Commission in the Bidder's country.
2. Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.







5.3. The Bid

1. The Bid prepared by the Bidders shall comprise TINO Envelopes submitted simultaneously, one called the **Technical Proposal (Envelope-1)** containing the documents listed in sub-clause 2 of this clause 5.3 and other called the **Financial Proposal (Envelope-2)** containing the documents listed in sub-clause 3 of this clause 5.3. both envelopes endorsed together in an outer Single envelope.
2. The Bidder will submit its Technical Proposal (Envelope-1) comprising the following Attachments along with the Technical Proposal Submission Letter:
 - a) **Attachment-1:** Bid Security as stated under ITB clauses 5.10, 5.11 and 5.12, in a separate sealed envelope, along with the Bid. Any bid not accompanied by the requisite Bid security shall be rejected by RNPL;
 - b) **Attachment-2:** Power of Attorney
A power of attorney, duly notarized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign the bid {both Technical Proposal and Financial Proposal) and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 5.9 and 5.10. The supporting authority of the person issuing the Power of Attorney shall also be undertaken.

Bids submitted by a Consortium, as per the stipulations of the Qualifying Requirement, shall comply with the following requirements:

- i. The Power of Attorney by each Consortium Partner in favour of its respective signatory shall be submitted.
- ii. The bid shall be signed so as to be legally binding on all the Consortium Partners.
- iii. One of the Consortium Partners shall be designated as Lead Partner of the Consortium, the authorization for which shall be evidenced by submitting the bid along with a Power of Attorney signed by legally authorized signatories of all the Consortium Partners.
- iv. The authority of the Consortium Partners/ persons issuing the Power of Attorney(s) shall also be submitted by the Bidder

c) Attachment-3: Bidder's Qualification Data

Documentary evidence establishing that the Bidder is qualified to perform the Contract, if its bid is accepted, shall be furnished in Attachment-3.

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The documentary evidence of the Bidder's qualifications to perform the Contract, if its bid is accepted, shall be required to establish to RNPL's satisfaction that the Bidder has the technical, financial, and other capacities and capabilities necessary to perform the Contract and in particular, meets the qualification experience and other criteria outlined in the IFB.

d) Attachment-4: Technical Solution Data

All proposed Technical Solution and Data, Guarantee Figures, Details of sub-contractors, and other technical data, information and supporting documents, etc. in the format enclosed with Section V(A) shall be furnished by the Bidder.

e) Attachment-5: Certificate for Compliance to All Provisions of Bidding Document

No deviation, whatsoever, is permitted by RNPL, to the terms, conditions and specifications of the Bidding Document. The Bidder is advised that while making their bid proposals and quoting prices therein, all conditions may appropriately be taken into consideration. Bidder is required to furnish a certificate indicating their compliance with all the provisions of the Bidding Document (read in conjunction with amendments(s)/clarifications(s)/addenda/errata issued thereto) ("Certificate of Compliance to All Provisions of Bidding Document"), in Attachment-5. Attachment-5, strictly as per the format prescribed, duly signed and stamped by the Bidder is to be furnished in original, in a separate sealed envelope, along with the Bid.

Any bid not accompanied by the 'Certificate of Compliance to All Provisions of Bidding Document' shall be rejected by RNPL.

f) Attachment-6: Not Used

g) Bidders may further note that any deviation, variation or additional conditions etc., or any mention contrary to the stipulations contained in the Bidding Document read with any amendment(s)/clarification(s)/addenda/errata issued with respect thereto, if any, implicit or explicit, found anywhere in the Technical Proposal and/or Financial Proposal shall be required to be unconditionally withdrawn by the Bidder, without any cost implication to RNPL, failing which its Bid shall be rejected.

h) Attachment-7: Other details like details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards, Details of Present Assignment and other relevant information, etc. in the

format enclosed with Section V(A) shall be furnished by the Bidder. The Bidder will submit its

3. Financial Proposal (Envelope-2) comprising the following Attachments along with the Financial Proposal Submission Letter.

a) Attachment-1 P: Price Schedule

Bidder shall fill all the rates and charges in the Price Schedule in line with the relevant stipulations of this ITB and the Technical Specifications (Section-IV).

b) Attachment 1P-A: Electronic Fund Transfer (EFT) Form

5.4. Not Used

5.5. Bid/Contract Price, and Price Adjustment

1. Unless otherwise specified in the Technical Specification, the Bidder shall quote for the complete Scope of Work on a 'single point responsibility' basis such that the total bid price covers all the Contractor's Obligations as mentioned in or as may be reasonably inferred from the Bidding Document in respect of the Scope of Work, including ancillary services thereto. This includes all requirements under the Contractor's responsibilities for arranging the complete Scope of Work as specified in the Bidding Document, all of which shall be in accordance with the requirements of the Conditions of Contract And Technical Specification.

2. Limestone Quality for quoting Bid Price

Bidder shall indicate the price of the limestone and corresponding limestone purity (% of CaCO₃ by weight) in the Price Schedule (Section V-A) of the bidding document. Other important points for the Bidder to note before filling up the price in the Price Schedule:

- a) Bidder shall indicate limestone purity (% of CaCO₃ by weight) up to two decimal figure
- b) Bidder has to compulsorily indicate the limestone purity in the price schedule otherwise his bid shall be rejected.
- c) The offered Limestone purity (% of CaCO₃ by weight) shall be > 90%. Bids indicating limestone purity less than or equal to 90% shall be rejected.

3. Price Adjustment:

3.1. The Bid / Contract Price shall be subject to no adjustment for variation in the indices identified and during the execution of

the Contract. The Financial Proposal will be in USD per metric ton as identified hereunder.

The Bid/Contract Price shall include not limited to the price of Limestone, logistics in the source country, port charges, stevedoring, and loading the Vessel at the Limestone Loading Point, taxes, duties, levies in the Limestone source country, cost of transportation of Limestone from the Limestone Loading Point up to the Limestone Delivery Point comprising of freight, bunker, port fees, berthing charges, transshipping (if required) operation & maintenance cost, agent commission, Port Disbursement, P&I Club charges, hull & machinery insurance, and waste disposal charges, insurance of Limestone as per the requirements of Clause 19 of Conditions of Contract (Section-III).

3.2. Deleted

4. The Bid/ Contract Price shall also be subject to adjustment for variation in quality parameters of the Limestone as shown in the Sampling & Analysis report, upon sampling and analysis at the LDP, with respect to base value of the respective parameter in the quality of Limestone as determined at the LDP. The price adjustment shall be done in the manner stipulated in Clause 15 (ADJUSTMENT ON QUALITY VARIATIONS) of Technical Specification of Bidding Document during the execution of the Contract.
5. The Bidder shall enclose with its Financial proposal copy of all the relevant indices as mentioned above.
6. Deleted
7. Deleted
8. Notwithstanding the content of sub-clause 5 above, the Bid/ Contract Price quoted by the Bidder shall include the complete scope of Work (in respect of the Services), and terms and conditions specified in the Bidding Documents, including, without any limitation, Port charges, port fees, river dues outside Bangladesh, necessary licenses, permits, inspection charges in respect of the Scope of Work, Applicable Taxes and Duties as mentioned at Clause 5.7 of ITB. The Bid/ Contract Price shall, without limitation, include all the prices for commercial, contractual, technical, and other related obligations outlined in the Bidding Documents.

9. For the purpose of payment during actual delivery, the prices quoted by the Bidder shall be subject to adjustments and correction, including weight correction and adjustments on account of quality during performance of the contract, as per the stipulations of the Technical Specification (Section-IV) and other sections of the Bidding Document.

10. Deleted

5.6. Bid Currency

Bidders are allowed to quote their Bid/Contract Price in USD only. Domestic Bidders while quoting in foreign currency (USD) must comply with the requirement as laid down by Govt. of Bangladesh from time to time.

The payments to successful Bidder of Domestic entity must be made in equivalent BDT, as further detailed in the Clause 16 & 17 of Section III of bidding documents.

The payments to successful Bidder of Foreign Entity, shall be made in US Dollars.

5.7. Taxes & Duties

1. Except as otherwise specifically provided in the Bidding Document, the Bidder shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of Limestone to RNPL.

2. The Bid/Contract Price quoted in the Financial Proposal shall be exclusive of taxes, duties, levies, port and anchorage charges, navigation

Charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/ Work under the Contract (excluding tug hire or purchase expenses, or mooring charges or any other port services related costs and expenses, C&F commissioning and Global Tax) in each case, as applicable in Bangladesh.

During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, RNPL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance payment. Such reimbursement shall be done in Bangladesh Taka (BDT).

3. In respect of the Taxes and Duties as set out in this clause 5.7, or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification,

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

4. Notwithstanding the abovementioned, the successful Bidder shall be entirely liable to pay all income tax and all other Taxes of similar nature, which are assessable on the successful Bidder.
5. RNPL shall not deduct any Advance Income Tax (AIT) or Value Added Tax (VAT) from the payment due to the successful Bidder. Both AIT and VAT shall be borne by RNPL and shall be paid directly to the concerned authorities in Bangladesh.
6. The successful Bidder shall pay for all licenses, permits and inspections required for performance of the Scope of Work, including the cost of securing permits for materials, equipment, supplies and personnel deployed from that country to Bangladesh, and such costs shall be to the account of the successful Bidder only.

5.8. Exemption in Taxes & Duties in Bangladesh

Whenever exemption in taxes, duties, and levies are available, the successful Bidder shall ensure to avail the benefit of exemption of any such taxes, duties, and levies. Wherever needed, RNPL will provide necessary assistance to the successful Bidder in this regard.

5.9. Validity of the Bid

1. The Bidder shall keep its Bid firm and valid for acceptance by RNPL for a period of one hundred and eighty (180) days from the date of opening of the Technical Proposal
2. A Bid valid for a period shorter than that specified above shall be rejected by RNPL as being non-responsive.

5.10. Extension of Bid validity and Bid Security

1. Prior to the expiration of the Bid validity period, RNPL may request the Bidder in writing for extension of period of validity of their Bid.
2. A Bidder consenting in writing to the request made by RNPL shall also correspondingly extend the period of validity of its Bid Security for a period of forty-five (45) days beyond the new date for the expiry of Bid validity.

[Handwritten signatures and marks]

3. A Bidder consenting in writing for Bid validity extension shall not be required nor permitted to modify its Bid under any circumstance.
4. In case a Bidder is not consenting in writing to the request made by RNPL for the Bid validity extension, its Bid will not be considered for subsequent evaluation.

5.11. Bid Security

1. The Bidder shall furnish as part of its Bid, in favour of RNPL, on account of the Bidder, a Bid security in original, in the form as stipulated in the Bidding Document, of an amount equal to **USD 100,000.00 (US Dollar One Hundred Thousand only)**.
2. If the Bidder is a Consortium, the Bidder shall furnish as part of its bid, in favour of RNPL, on account of the title of any of the Consortium Partners or all the Consortium Partners, as named in the Consortium Agreement, a Bid Security, in original, in the form and the amount as stated under ITB Clause 5.12.1 and 5.11.1 respectively.
3. Bidder, as a Consortium may furnish Bid Security in form of 1 (One) Bank Guarantee as part of its bid, in favour of RNPL, on account of the title of any of the Consortium Partners or all the Consortium Partners, as named in the Consortium Agreement, Bid Security, in original, in the form and the amount as stated under ITB Clause 5.12.1 and 5.11.1 respectively.

5.12. Form of Bid Security

1. The Bid Security shall be in the form of an irrevocable bank guarantee issued by Scheduled Bank in Bangladesh or a foreign bank of international repute, having correspondent bank located in Bangladesh, and shall be required to be endorsed by the correspondent bank, to make it enforceable, in the format prescribed in Section-V(B): Bid and Contract Forms;
2. The Bid Security shall be payable promptly without any protest or demur upon written demand by RNPL in case any of the conditions listed in ITB Clause 5.15 is invoked by RNPL; and
3. The Bid security shall remain valid for at least forty-five (45) days beyond the expiry date of the Bid Validity period in order to provide for a claim period that may be availed by RNPL

against a Bidder, in the event any of the circumstances detailed under ITB Clause 5.15 are invoked by it.

5.13. Authenticity of Bid Security

1. The authenticity of the Bid security submitted by a Bidder shall be examined and verified by RNPL in writing from the Bank issuing the security, prior to finalization of the bid evaluation report.
2. If a Bid Security is found to be inauthentic, the Bid which it covers shall not be considered for evaluation and in such case, RNPL shall reject the Bid as being non-responsive.

Bid not accompanied by a valid Bid Security as stated under ITB clauses 5.11, 5.12, 5.13.1 and 5.13.2, shall be considered as non-responsive and liable to be rejected.

5.14. Return of Bid Security

1. No Bid security shall be returned to the Bidders before contract signing, except to the Bidders in respect of whom the Bids are found to be non-responsive.
2. Bid security of the non-responsive Bidders shall be returned immediately after the Evaluation Report has been approved by the competent authority of RNPL.
3. Bid security of the responsive Bidders shall be returned only after the lowest evaluated responsive Bidder has submitted the Performance Security and signed the Contract, that being before the expiration of the validity period specified in ITB Clause 5.9 and/or ITB sub-clause 5.10.1.

Bid Security of the Bidders not consenting within the specified date in writing to the request made by RNPL under ITB clause 5.10 with regard to extension of its Bid validity shall be discharged or returned forthwith.

5.15. Forfeiture of Bid Security

The Bid security may be forfeited by RNPL, if a Bidder:

- a) withdraws its Bid after opening of Bids but within the validity period of the Bid as stated under ITB clause 5.9, or under ITB clause 5.10, if such Bidder had consented for extension of the Bid validity period; or
- b) submits documents in support of its purported qualification and the said documents are found to be forged, misrepresentations or otherwise incorrect by RNPL; or
- c) refuses to accept a Notification of Award, as stated under ITB Clause 8.2; or
- d) fails to furnish Performance Security including the Bank Guarantee(s) required to be submitted in



respect of DJU(s) (if applicable), as stated under ITB clauses 8.3, 8.4, 8.5, and 8.6; or

- e) refuses to sign the Contract, as stated under ITB clause 8.7; or
- f) does not accept the correction of the Bid price following the correction of arithmetic errors as stated under ITB clause 7.9; or
- g) is found to be engaged in corrupt, fraudulent, collusive or coercive practices while competing in the Bidding process.

6. SIGNING AND SUBMISSION OF PROPOSALS

6.1. Format and Signing of Bid

1. The Bidder shall prepare one (1) original of the documents comprising the **Technical Proposal** as described in ITB Clause 5.3 and clearly mark it as "**ORIGINAL OF TECHNICAL PROPOSAL**" (OTP). In addition, the Bidders shall prepare three (3) copies of the Technical Proposal and clearly mark each of them "**COPY NO. [...] OF THE TECHNICAL PROPOSAL**" and a USB Pen drive containing scanned copy(searchable) of the complete original Technical Proposal only. In the event of any discrepancy between the original and the copies, the **ORIGINAL** shall prevail.
2. The Bidders shall prepare one (1) original of the documents comprising the Financial Proposal as described in ITB Clause 5.3 and clearly mark it as "**ORIGINAL OF FINANCIAL PROPOSAL**" (**OF**) In addition, the Bidders shall prepare three (3) copies of the Financial Proposal and clearly mark each of them "**COPY NO.[...] OF THE FINANCIAL PROPOSAL**" In the event of any discrepancy between the original and the copies, the **ORIGINAL** shall prevail.
3. Not used.
4. The original and each copy of the Proposal(s) shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Bidder. This Bid-specific authorization shall be attached to the Technical Proposal Submission Letter and Financial Proposal Submission Letter. The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Bid, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Bid.

Any interlineations, erasures, or overwriting will be valid only if they are signed or initialed by the Person(s) signing the Bid.

[Handwritten signatures and initials]

6.2. Sealing, Marking and Submission of Bid

1. Bidders shall endorse the original of **Technical Proposal** in one (1) envelope and all the copies of the **Technical Proposal** in another envelope, duly marking the envelopes as "**ORIGINAL OF TECHNICAL PROPOSAL**" and "**COPY OF TECHNICAL PROPOSAL**" respectively. These Sealed envelopes for the original and copies of the Technical Proposal shall then be enclosed and sealed in one single envelope and clearly mark it "Envelope-1: TECHNICAL PROPOSAL"
2. The inner and outer envelopes of Technical Proposal shall:
 - a) be addressed to RNPL at the address as stated in IFB clause 8;
 - b) bear the name of the subject Work as stated under ITB clause 1.2 and the IFB Number;
 - c) bear the name and address of the Bidder;
 - d) bear a statement "DO NOT OPEN BEFORE ---" which shall be the time and date for Bid opening as stated under IFB clause 3.0;
3. Bidders shall enclose the original of **Financial Proposal** in one (1) envelope and all the copies of the **Financial Proposal** in another envelope, duly marking the envelopes as "**ORIGINAL OF FINANCIAL PROPOSAL**" and "**COPY OF FINANCIAL PROPOSAL**" respectively. These sealed envelopes for the original and copies of the Financial Proposal, shall then be enclosed and sealed in one single envelope and clearly marked as "**ENVELOPE-2: FINANCIAL PROPOSAL**".
4. Not used.
5. The inner and outer envelopes of Financial Proposal shall:
 - a) be addressed to RNPL at the address as stated under IFB clauses;
 - b) bear the name of the subject Work and Project as stated under ITB clause 1.2 and the IFS Number;
 - c) bear the name and address of the Bidder;
 - d) bear a statement "**DO NOT OPEN BEFORE THE TECHNICAL PROPOSAL EVALUATION AND APPROVAL**".
6. The **Envelope-1** as stated in ITB clause 5.3.2 and **Envelope-2** as in ITB clause 5.3.3 along with **Bid Security** as stated under ITB clause 5.11 and the "**Certificate of Compliance**" as stated under ITB sub clauses 5.3.2 (e) shall then be enclosed and sealed in one single outer envelope which shall contain the information as stated under ITB clause 5.3.2 (a) to (h) and ITB clause 5.3.3 (a) & (b).

7. Bidders are solely and entirely responsible for pre-disclosure of Bid information, if the envelope(s) are not properly sealed and marked.
8. Bids shall be delivered by hand or by post or by courier services at the address(s) as stated under IFB clause 8.

6.3. Deadline for Submission of Bids

1. Bids shall be delivered to RNPL at the address and no later than the date and time specified in the IFB, or as communicated subsequently by RNPL in writing.
2. RNPL may, at its discretion on justifiable/acceptable grounds duly recorded, extend the deadline for submission of Bids as stated under IFB clause 3.0, in which case, all rights and obligations of RNPL and the Bidders as previously subject to the deadline, will thereafter be subject to the new deadline as extended.

6.4. Modification, Submission and Withdrawal of Bids

1. A Bidder may modify, substitute or withdraw its Bid after its submission by sending a written notice duly signed by the authorised signatory, properly sealed, and shall include a copy of the authorisation (the Power of Attorney), confirmed by an affidavit duly authenticated as stated under ITB Clause 5.3.2(b), provided that such written notice including the affidavit is received by RNPL prior to the deadline for submission of Bids as stated under IFB clause 3.0.
2. The Bidder shall not be allowed to retrieve its original Bid, but shall be allowed to submit a corresponding modification either to its original Technical Proposal or Financial Proposal or both, marked as **"MODIFICATION FOR TECHNICAL PROPOSAL" (MTP)** and/ or **"MODIFICATION FOR FINANCIAL PROPOSAL" (MFP)** respectively, within two separate envelopes. The envelope/envelopes marked as MTP and/or MFP shall then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITB sub-clause 6.4.1. The outer envelope shall contain the information as stated under ITB sub-clause 6.2.2(a) to (d) and 6.2.5(a) to (d) respectively, clearly marked as **"MODIFICATION" (M)**.
3. The Bidder shall not be allowed to retrieve its original Bid, but shall be allowed to submit another Technical Proposal or Financial Proposal or both, marked as **"SUBSTITUTION FOR TECHNICAL PROPOSAL" (STP)** and/ or **"SUBSTITUTION FOR FINANCIAL PROPOSAL" (SFP)** respectively, within two separate envelopes. The envelope/envelopes marked as STP and/or SFP shall then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITB clause 6.4.1. The outer envelope shall contain the information as stated under ITB sub-clause 6.2.2(a) to (d) and 6.2.5(a) to (d) respectively, clearly marked as **"SUBSTITUTION" (S)**.

4. The Bidder shall be allowed to withdraw its Bid by a Letter of Withdrawal marked as **"WITHDRAWAL"** prior to the deadline for submission of Bids as stated under ITB Clause 6.3.
5. Nevertheless, it should be noted that:
 - a) No Bid may be modified or substituted subsequent to the deadline for submission of Bids;
 - b) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder. Withdrawal of a Bid during this interval shall result in the forfeiture of the Bidder's Bid Security, pursuant to ITB clause 5.15(a).

6.5. Late Bids

Any Bid received by RNPL after the deadline for submission of Bids as stated in the IFB or any subsequent communication by RNPL, as stated in ITB clause 6.3, shall be declared LATE, rejected and returned unopened to the Bidder.

7. OPENING AND EVALUATION OF PROPOSALS

7.1. Opening of the Proposals

1. Only the **Technical Proposal (Envelope-1)** shall be opened immediately upon the deadline for submission of Bids lapses at the place and time as stipulated in the IFB, or as per any subsequent communication made by RNPL in writing in this regard. The Financial Proposal (**Envelope-2**) shall not be opened with the Technical Proposal (**Envelope-1**) and shall be kept unopened, in the custody of RNPL or its Authorized Officer.
2. Bidders' representatives (**not more than two** of each Bidder), who choose to attend the Technical Proposal opening meeting, shall be duly authorised by the Bidder. Bidders or their authorised representatives will be allowed to attend and witness the opening of **Technical Proposal**, and will sign a register evidencing their attendance.
3. The authenticity of withdrawal or substitution of, or modifications to the original Bid, if any, made by a Bidder in the manner specified, shall be examined and verified by the **Tender Opening Committee ("TOC")**, based on documents submitted, as stated under ITB clause 6.2. Any envelope relating to a modification or substitution of a Financial Proposal shall be recorded, but not be opened with Technical Proposal.

The TOC shall verify any withdrawal, substitution, modification in the following manner, step by step:

- a. **Step 1:** envelopes marked **"Withdrawal" (W)** shall be opened and the "Withdrawal" notice shall be read aloud and recorded in the opening sheet. After verifying that the withdrawal letter is genuine, the corresponding bid shall not be opened, but returned unopened to the Bidder by RNPL, at a later time. No Bid withdrawal shall be permitted unless the

- corresponding withdrawal notice shall be in the manner, as stated in ITB clause 6.4 and 6.5, and in such a case of non-conformity, the Bid shall be opened and recorded.
- b. **Step 2:** the remaining Bids will be sorted out and those marked "**SUBSTITUTION**" (**S**) or "**MODIFICATION**" (**M**) of Bid will be linked to their corresponding Original Bid.
 - c. **Step 3:** outer envelopes marked "**SUBSTITUTION**" (**S**) shall be opened. The inner envelopes containing the "Substitution of Technical Proposal" (**STP**) and/or "Substitution of Financial Proposal" (**SFP**) shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened by RNPL, at a later time, immediately after opening of Technical Proposal. Only the Substitution of Technical Proposal, if any, shall be opened, read out, and recorded. The Substitution of Financial Proposal will remain unopened in accordance with ITB sub-clause 6.2.4. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Technical Proposal opening.
 - d. **Step 4:** outer envelopes marked "**MODIFICATION**" (**M**) shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding modification notice contains a valid authorization to request such modification and is read out and recorded at the opening of Technical Proposal. Only the Technical Proposal, both Original as well as the Modification, are to be opened, read out, and recorded at the opening. The Financial Proposal, both Original as well as the Modification, will remain unopened in accordance with ITB sub-clause 6.2.4.
4. Having ensured that only the correct **STP, MTP, OTP-Original Technical Proposal** envelopes are opened, details of each Technical Proposal will be dealt with as follows:
- a. The Chairperson of the **TOC** will read aloud each Technical Proposal and record the same in the Technical Proposal Opening Sheet (**TPOS**) which shall contain:
 - i. record the name and address of the Bidder;
 - ii. record the state of the Bid, if it is a withdrawn, substituted, modified or the Original Technical Proposal;
 - iii. record the rejection of the Bid of the Bidder which submitted the Technical Proposal and Financial Proposal together in one envelope.
 - iv. record the presence or absence of any requisite Bid Security;

- v. record the presence or absence of the Certificate of Compliance (Attachment-5) in respect of the Bids received; and
 - vi. such other details as RNPL, at its discretion, may consider appropriate.
- b. Only Technical Proposals which are read aloud at the Technical Proposal Opening will be considered for evaluation.
 - c. all pages of the original (i.e. as opened) version of the Technical Proposal, except for the un-amended printed literature, will be initialed by members of the TOC. **No Financial Proposal shall be opened with Technical Proposal.**
5. Upon completion of Technical Proposal opening, all members of the TOC and the Bidders or the Bidders' duly authorised representatives attending the Technical Proposal opening shall sign by name, address, designation, the TPOS, copies of which shall be issued to the Head of RNPL or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants and to the Bidders immediately.
 6. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record under ITB Sub Clause 5.3.
 7. No Bid, i.e. Technical or Financial Proposal, shall be rejected at the Bid opening stage, except the LATE bids as stated in the ITB Clause 6.5.

7.2. Evaluation of Bids and Evaluation Process

1. Firstly, Technical Proposal of all the bids received shall be examined and evaluated on the basis of the criteria specified in the Bidding Document.
2. RNPL shall examine, evaluate and compare Bids that are responsive to the requirements stated in the Bidding Document, in order to identify the successful Bidder.
3. RNPL may consider a Bid as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Bidding Document. The evaluation process should begin immediately after the Technical Proposal opening, following the two steps:
 - a. Preliminary Examination; and
 - b. Technical Examination and Responsiveness

For the purpose of evaluation, a "Responsive" Bid shall mean a bid qualified for consideration on the basis of evaluation criteria so declared and specified in the Bidding Document.



7.3. Preliminary Examination

1. RNPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the reasons/ grounds for RNPL's action.
2. The accepted Bids will be preliminarily examined to determine if they are complete, if required sureties have been furnished, if the documents have been properly signed, and if the bids are generally in order.
3. Each of the opened Technical Proposals shall be first examined to determine whether it is of acceptable quality and generally complete, and to confirm that all the documentation requested in terms of ITB clause 5.3.2 have been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order given below:
 - i. verification of the written authorization confirming the signatory of the Bidder to commit the Bid has been attached with Attachment-2 to Technical Proposal Submission Letter as stated under ITB clause 5.3.2(b) in order to check the authenticity of Bid and Bidder itself;
 - ii. verification of the Bid Security as stated under ITB clause 5.13; and

Certificate of Compliance to all Provisions of the Bidding Documents as per the proforma prescribed at Attachment-5 to Technical Proposal Submission Letter

7.4. Technical Evaluation and Responsiveness

1. Only those Bids surviving Preliminary Examination shall be examined in this phase to determine whether the Bid is substantially responsive to the requirements under the Bidding Documents.
2. For purposes of this determination, a substantially responsive Bid shall be considered as one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations.
3. The determination of Bid's responsiveness by RNPL is to be based on the documentary evidence as requested in terms of the Bidding Documents/ relevant Bid Forms and attachments therein.
4. If a Bid is not substantially responsive, it will be rejected by RNPL and shall not be permitted by RNPL to be made subsequently responsive by the Bidder, by way of correction of the material deviation/ reservation.
5. A material deviation or reservation is one-
 - a. which affects, in any substantial way, the scope, quality, and/or performance of the Goods and Services by the Bidder and the Bidder's qualifications as mentioned in the Bidding Document;



- b. which is, in any substantial way, inconsistent with the Bidding Document, or limits RNPL's rights or the Bidder's obligations under the Contract; or
 - c. whose rectification would, in anyway affect unfairly, the competitive position of other Bidders presenting responsive Bids.
6. During the evaluation of Bid, the following definitions apply:
- a. **"Deviation"** is a departure from the mandatory requirements specified in the Bidding Document; and
 - b. **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of, the requirements specified in the Bidding Document.
7. RNPL may, in its sole discretion, regard a Bid as responsive, even if it contains minor or insignificant deviations, which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and conditions or other requirements as set out in the Bidding Document; errors or oversights, which if corrected, would not alter the key aspects of the Bid.
8. This phase shall begin with verification and examination of the documentary evidence that, if true and complete, would establish the Bidder's qualifications to be in conformity with the Qualifying Requirements stipulated in IFB clause 5.0.
9. In this phase, RNPL will determine to its satisfaction, whether the participating Bidders are, first eligible and thereafter qualified, to satisfactorily perform the Contract, in terms of the Qualifying Requirements stipulated in the IFB. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of documentary evidence of Bidder's qualification submitted by the Bidder in Attachment-3 to Technical Proposal Submission Letter of their bid as well as such other information as RNPL deems necessary and appropriate in order to make such a determination. Notwithstanding anything stated anywhere else in the Bidding Documents, RNPL reserves the right to seek in writing, information relating to Qualifying Requirements in addition to details contained in the bid submitted by the Bidder. The Bidder shall furnish required information promptly to RNPL. Upon receiving a request for additional information/ clarifications from RNPL in this regard, if a Bidder does not provide the said information/ clarifications in respect of its Technical Proposal within the date and time stipulated by RNPL in this regard, its Bid shall be evaluated based on the available documents as on the original deadline set by RNPL. RNPL will shortlist the Bidders meeting the stipulated Qualifying

Requirements set forth in the IFB and the other sections of the Bidding Document.

10. It is clarified that an affirmative determination of meeting the Qualifying Requirements will be a pre-requisite for further evaluation of Technical Proposal and holding post-bid discussions, if any, with the Bidder. A negative determination will result in rejection of the Bidder's Technical Proposal, in which event RNPL will return the sealed Financial Proposal envelope to the concerned Bidder.
11. RNPL will then carry out a detailed evaluation of the Technical Proposal (of the qualified Bidders shortlisted as above), previously determined to be substantially responsive, in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Document. In order to reach such a determination, RNPL will examine and compare the technical aspects of the proposals on the basis of the information supplied by the Bidders, as required to be furnished in **Attachment- 4** and **Attachment-7** to the Technical Proposal Submission Letter, taking into account the following:
 - a. overall completeness and compliance with the Technical Specifications and Drawings;-
 - b. Demonstrate rendering of Procurement of Limestone delivered at Limestone Delivery Point following the Contractor's Obligations mentioned in the Conditions of Contract, Section-III of the Bidding Document, and the Scope of Work mentioned in the Technical Specification, Section-IV of the Bidding Document, to meet the monthly, quarterly and yearly delivery schedule, including as applicable in the event of contingencies.
 - c. suitability of the Methodology, Contingency Plan, Organization Structure, Key Personnel, Timeline and other crucial aspects offered in the Bid;
 - d. Adequacy of Health, Safety, and Environment (HSE) Quality Management System;
 - e. Plan to ensure compliance with the requirements set out under the EIA study report for Coal Transportation for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project, all the guidelines issued and restrictions imposed by the Department of Environment, Government of People's Republic of Bangladesh and by any other Governmental Authority/ body of any other country, as may be applicable.
 - f. Any other relevant factors listed in the Technical Specification, ITB, and Conditions of Contract or any other section of the Bidding Document, or as RNPL deems necessary or prudent to take into consideration.

7.5. Clarification

1. In furtherance of sub-clause 9 of Clause 7.4 herein above, RNPL may ask Bidders for clarification of their Technical Proposal in order to facilitate the examination and evaluation of Technical Proposal. The request for clarification by RNPL and the response from the Bidder shall be in writing. It is to be noted that such clarifications issued by the Bidder, which may lead to a change in the substance of the Technical Proposal or in any of the key elements of the Technical Proposal as stated under ITB Clause 7.4.5, consideration towards such clarifications shall not be permitted by RNPL.
2. Any request for clarifications by RNPL shall not be directed towards making an apparently non-responsive Bid responsive and reciprocally, the response from the concerned Bidder shall not be articulated towards any addition, alteration or modification to its existing Technical Proposal.
3. If a Bidder does not provide clarifications of its Technical Proposal within the date and time prescribed by RNPL in this regard, its Bid shall be evaluated based on the available documents as on deadline set by RNPL.
4. Even where the same is not specifically mentioned in any clarification/ information requests, Bidders would need to ensure strict confidentiality with regard to their proposal, clarifications or information requests, and any breach of confidentiality on the part of the Bidder may result in their disqualification. This would need to be specifically recognized and acknowledged by Bidders in any such communications

5. Post-Bid Discussion:

RNPL, if required, may hold separate discussions or clarification meetings with only those Bidders whose Technical Proposal have been found to be responsive.

7.6. Restrictions on Disclosure of Information

1. Following the opening of Technical Proposals and until the issuance of the Notification of Award, **no Bidder shall, unless requested to provide clarification to its Bid by RNPL or unless necessary for submission of a complaint, communicate with RNPL or any of its officers.**
2. Bidders shall not seek to influence in any manner, the examination and evaluation of the Bids.
3. Any effort by a Bidder to influence RNPL in its decision concerning the evaluation of Bids or the award of the contract, may result in the disqualification of the Bidder.







7.7. Financial Proposal Opening

1. After completing the Technical Proposal Evaluation, Financial Proposal (Envelope-2) of only those Bidders, whose Technical Proposal have been found responsive to the requirements of the Technical Proposal, shall be opened in the presence of the Bidders' representatives, who choose to attend. The date, time, and place of Financial Proposal Opening shall be communicated to the Responsive Bidders in writing by issuing a Financial Proposal Opening Notice, not less than **FIVE CALENDAR DAYS** before such opening.
2. Ensuring that only the correct MFP, SFP, OFP envelopes of the Responsive Tenderers shall be opened, in the presence of the Responsive Tenderer's representatives who choose to attend, on the date, time and at the place as notified by RNPL in accordance with ITB Clause 7.7.1. Details of each Financial Proposal will be dealt with as follows:
 - a. the Chairperson of the Tender Evaluation Committee will read aloud each Financial Proposal and record in the Financial Proposal Opening Sheet (FPOS), the following:
 - i. the name and address of the Tenderer
 - ii. state if it is a modified, substituted or original Financial Proposal
 - iii. the Contract Price;
 - iv. the number of initialed corrections;
 - v. deleted
 - vi. any other details as RNPL, in its discretion, may consider appropriate
 - vii. only the quoted price quoted in its designated place, i.e. para 1 of Attachment-1 P to the Financial Proposal Submission Letter shall be read aloud and recorded at the Financial Proposal Opening and will be considered in the Financial Proposal Evaluation. No proposals shall be rejected at the all pages of the original version of the Financial Proposal, except for un-amended printed literature, will be initialed by members of the Tender Evaluation Committee.
 - b. all pages of the original version of the Financial Proposal, except for un-amended printed literature, will be initialed by members of the Tender Evaluation Committee.
 - c. RNPL in accordance with ITB Clause 7.1, shall, in writing, notify to the Bidders, whose Technical Proposals are found to be not responsive to the requirements of the Technical Proposal of the same and shall return their Financial Proposal (Envelope-2)

unopened, after signing of the Contract pursuant to ITB clause 8.7.time of opening of the Financial Proposal.

7.8. Clarification on Financial Proposal

1. RNPL may ask Bidders for clarification in respect of their Financial Proposals, for instance, with regard to the breakdown of unit rates, in order to facilitate the examination and evaluation of Financial Proposals. The request for clarification by RNPL and the response from the Bidder shall be in writing.
2. Changes to the Bid price shall not be sought or permitted, except to the extent required to confirm to the correction of arithmetical errors, as discovered by RNPL, during the evaluation of the Bids, as stated under ITB clause 7.9.
3. If a Bidder does not provide clarifications of its Financial Proposal by the date and time prescribed by RNPL in this regard, its Bid shall not be further considered for evaluation.

7.9. Correction of Arithmetical Errors

1. Arithmetic errors, found during the examination of Bids by RNPL, and required correction thereof, shall be promptly notified to the concerned Bidder(s).
2. Arithmetical errors shall be corrected on the following basis:
 - a. If there is a discrepancy between words and figures, the amount in words will prevail.
 - b. If there is a discrepancy between the unit price and the line item total, that is obtained by multiplying the unit price with the quantity, the unit price shall prevail and the line item total shall be corrected;
 - c. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total corresponding shall be corrected.

Any Bidder that does not accept the correction of the Bid price following the correction of arithmetic errors as determined by the application of the process prescribed under ITB sub-clause 7.9.2 (a) and (b), the Bid submitted by such a Bidder shall be considered as non-responsive and its Bid Security will be forfeited as per ITB clause 5.15(f).

7.10. Not Used

Not Used

7.11. Financial Evaluation

1. To evaluate a Bid in this stage, RNPL shall consider the following:
 - a. Adjustment for correction of arithmetical errors as stated under ITB clause 7.9; and
 - b. Deleted
2. The Financial Proposal shall be evaluated taking into account the lowest evaluated Bid Price. The following methodology shall be used to calculate the lowest Evaluated Bid price:

Illustration of Bid Price Evaluation:

The CIF Price, as quoted by the Bidders in Attachment-1 P, shall be adjusted with respect to the declared purity of limestone in Attachment- 1P of the bidding document, in the following manner to arrive at the evaluated price:

- i. Highest limestone purity declared among the bidders shall be considered as the base value for the purity.
- ii. 1% price loading per 1% decrease in purity from the base value shall be considered for respective price quoted by the bidder for their limestone purity to bring at par with the price quoted by the bidder who quoted the highest value for the purity of limestone in the price schedule.
- iii. Evaluated Price arrived so shall be compared among the bidders and the lowest price arrived thereafter shall be considered as lowest evaluated bid price.

			Form ula	Bidder- 1	Bidder- 2	Bidd er-3	Bidder- 4
Quoted Data	Declared Limestone purity (% of CaCO ₃) as quoted by Bidders	A		91.5	92.7	92.75	91
	CIF Price in USD/MT	B		50.2	50.5	51	49.8
Evaluat ion Method ology	Max Purity of limestone (Base Value)	C	Max of A value s	92.75			
	Correction factor per 1% decrease in limestone purity in %	D		1%			

			Formula	Bidder- 1	Bidder- 2	Bidder- 3	Bidder -4
	Difference b/w base purity considered and respective declared figures	E	C-A	92.75-91.5 =1.25	92.75-92.7 =0.05	92.75-92.75 =0	92.75-91 =1.75







	quoted by bidder in %						
	Total factor for change in limestone purity with respect to base purity in %	F		1.25	0.05	0	1.75
	Evaluated CIF price with respect to base value of the limestone purity in USD/M T	G	B(1+ F/100)	50.828	50.525	51	50.672
	Lowest Adjusted CIF Price in USD/M T	H	Min of G values	50.525 (Bidder-2)			

7.12. Price Comparison

1. All responsive Financial Proposals shall be compared, in order to determine the lowest-evaluated proposal, as per ITB sub-clause 7.11.2.
2. In the extremely unlikely event that there is a tie for the lowest evaluated price, the Bidder with highest Limestone purity among them will be considered as the most preferred Bidder.

7.13. Post- Qualification and Proposal Verification

1. After determining the lowest evaluated or the most preferred responsive bid in the manner stated in ITB clause 7.12, RNPL may contact the references given and/or verify data of the Technical Proposal submitted by the Bidder, whose bid has been found to be the lowest evaluated or the most preferred responsive bid, to verify the Bidder's previous experiences and, if necessary, statements made by them in their Bid, and to obtain

updated information concerning the Bidder, including its past performance.

2. In the event that the Bidder with lowest evaluated price or the most preferred bid as determined as per clause 7.12 fails the post-qualification and proposal verification test as stipulated in sub-clause 7.13.1, RNPL shall make a similar determination for the Bidder offering the next lowest evaluated Contract Price and so on, amongst the remaining responsive Bids, provided that,
 - a) such action shall only be taken if the evaluated price of the Bids under consideration are acceptable to RNPL;
 - b) when the point is reached whereby the evaluated prices of the remaining responsive Bids are significantly higher than that of the official estimate, or the market price, RNPL may proceed for re-tendering, using a revised Bidding Documents, designed to achieve a more successful result.

7.14. Not Used

7.15. Rejection of All Bids

1. RNPL may, in the circumstances as stated hereunder, reject all Bids, if-
 - a. price of the lowest evaluated Bid exceeds the official estimate beyond justifiable limits; or
 - b. there is evidence of lack of effective competition, such as non- participation by a number of potential Bidders; or
 - c. all Bids are found to be non-responsive; or
 - d. there is evidence of professional misconduct, affecting seriously the bidding process.
2. Notwithstanding anything contained in the ITB sub-clause 7.15.1(a), Bids may not be rejected if the lowest evaluated price is in conformity with the market price.
3. RNPL may, on justifiable grounds, annul the bidding process, prior to the deadline for the submission of Bids.

All Bids received by RNPL shall be returned unopened to the Bidders in the event the bidding process is annulled under ITB clause 7.15.3.

7.16. Information of Rejection

Notice of the rejection will be given promptly within seven (7) days of such a decision being taken by RNPL to all Bidders whose bids are so rejected.

8. Contract Award

[Handwritten signatures and marks]

- 8.1. Award Criteria** RNPL shall award the Contract to the Bidder whose Proposal is responsive to the requirements of the Bidding Document and that has been determined to be the most preferred Bid, provided further that the Bidder is determined to be Post-Qualified, in terms of ITB clause 7.13.
- 8.2. Notification of Award**
1. Prior to the expiry of the Bid validity period, RNPL shall issue the Notification of Award ("**NOA**") to the successful Bidder, as determined according to the provisions under ITB clause 8.1.
 2. The Notification of Award shall be accepted unconditionally in writing by the successful Bidder within seven (7) working days from the date of issuance of the NOA.
 3. Until a formal contract is signed, the Notification of Award shall constitute a Contract, which shall become binding upon the furnishing of the Performance Security by the successful Bidder, and shall remain so until the signing of the Contract between RNPL and the successful Bidder.
- 8.3. Performance Security**
1. The Performance Security shall be determined sufficient to protect the performance of the Contract by the successful Bidder.
 2. Performance Security in the form of Bank Guarantee of an amount of the Contract Price for **10,000 MT** of Limestone as per the contract price shall be furnished by the successful Bidder as per the pro forma prescribed in the Bidding Document and shall be issued in the currency of USD.
 3. In case of the successful Bidder being a Consortium, Performance Security in the form of Bank Guarantee for an amount, in the currency and as per the proforma as stated in ITB Clause 8.3.2, shall be furnished on the account of all the Consortium Partners.
- Bidder as a Consortium may submit one Bank Guarantee, in original, on the account of all the Consortium Partners.
- The proceeds of the Performance Security submitted by the successful Bidder and the Bank Guarantee submitted in respect of DJU(s) (if applicable) shall be payable to RNPL unconditionally and without any demur, upon first written demand, as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 8.4. Form and Time Limit of Furnishing Performance Security**
1. The Performance Security and the Bank Guarantee(s) submitted in respect of DJU(s) (if applicable) shall be in the form of an unconditional and irrevocable Bank Guarantee in the format enclosed in Section-V(B) of the Bidding Document, as stated under ITB clause 8.3.2, issued by an internationally reputable bank having a correspondent bank located in Bangladesh, to make it enforceable.

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2. Within **thirty days (30)** days from issuance of the Notification of Award, the successful Bidder shall furnish the Performance Security for the due performance of the Contract equivalent of the amount specified under ITB clause 8.3.

8.5. Validity of Performance Security

1. The Performance Security shall initially be required to be valid for a period of two years from the date of issuance thereof. The validity of the Performance Security shall be extended at least 90 days prior to the expiry of the validity thereof, for the period until the date which shall be ninety (90) days beyond the date of completion of the Work under the Contract.
2. If under any circumstance, the date of completion of the Contractor's performance obligations under the Contract is to be extended, the validity of the Performance Security shall correspondingly be extended for such extended period of the contract, in terms of sub-clause (1) above.

8.6. Authenticity of Performance Security

1. RNPL shall verify the authenticity of the Performance Security submitted by the successful Bidder by sending a written request to the branch of the bank issuing the irrevocable Bank Guarantee in the specified format.
2. If the Performance Security submitted under ITB clause 8.3 is not found to be authentic, RNPL shall proceed to take measures against the Bidder in accordance with ITB Clause 2.5 and forfeit the Bid Security as per ITB Clause 5.15 of the Bidding Document.

8.7. Contract Signing

1. The successful Bidder and RNPL shall sign the Contract as per the format endorsed at Section-V(B) of the Bidding Document within **thirty (30) days** of the issuance of Notification of Award, provided that the Performance Security submitted by the successful Bidder is found to be genuine. The successful bidder should be responsible for arranging a visit by delegation of RNPL to their mine before Contract Signing and The successful bidder will bear all the relevant costs outside Bangladesh including but not limited to International roundabout air-tickets, lodging, transportation etc.
2. If the successful Bidder fails to provide the required Performance Security, as stated under ITB Clause 8.3, or fails to sign the Contract, as stated under this ITB clause 8.7.1, even within the extended time that RNPL may give to the successful Bidder on the request of the successful Bidder in this regard on reasonable grounds, RNPL may proceed to award the Contract to the next preferred or the next lowest evaluated Bidder, as the case be, and so on, provided that such action shall only be taken if the evaluated cost of the Bid is acceptable to RNPL.

8.8. Bangladesh Regulations

1. The Bidding Document contains references to certain decrees by the Government of the People's Republic of

Bangladesh. Bidders must acquaint themselves with the applicable laws and regulations of the People's Republic of Bangladesh and shall observe and comply with the same.

2. The Bidder will be deemed to have a satisfactory understanding of, including but not limited to, The Bangladesh Merchant Shipping Ordinance, 1983, The Bangladesh Flag Vessels (Protection) Act, 1982, and the laws, rules and regulations of the People's Republic of Bangladesh on the Goods, Materials, and Services, as applicable under this Contract.
3. Any information relating to the laws, rules and regulations of the People's Republic of Bangladesh provided in this Bidding Document is only for reference and the for the convenience of the Bidder, and there is no expressed or implied warranty of its validity.



CONDITIONS OF CONTRACT (COC) (Section-III)

R. Khan

[Signature]

[Signature]

[Signature]

[Signature]

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1.0 Definition

Unless the context otherwise requires, the following terms whenever used in the Contract, shall have the following meaning:

Access Channel means channel in the Rabnabad Channel connecting the sea and the Plant Jetty, for navigation.

Allowed Laytime means the number of days or part thereof, rounded to the nearest minute, based upon the total Limestone tonnage recorded in the certificate of weight of each Barge or Vessel at the LDP, divided by the LDP Minimum Average Unloading Rate, determined upon the arrival of the Barge/ Vessel at the LDP.

Annual Base Quantity means the tonnage set out for that Contract Year in Clause 5.1 of Technical Specification (Section-IV), and as may be varied in accordance with Clause 5.1 of Technical Specification (Section-IV).

Annual Planned Quantity means the firm planned quantity (arrived at basis the annual scheduled quantity) required by the Project for the following Contract Year and to be nominated by RNPL under the Contract, in accordance with Clause 10.

Applicable Laws shall refer to all relevant laws, rules, regulations, notifications, codes, orders, ordinances, circulars, treaties, international Conventions, and any judgement, decree, injunction, permit or decision of any central, state or local Government Authority, agency, court, or any other body that exercises jurisdiction over any matter in connection with or arising out of this Contract, and any change thereof, which shall include any addition, deletion, substitution, modification or amendment, which shall accordingly be construed as a change in Applicable Laws.

ATDN means Any Time Day and Night, FSSHINC.

Barges means the suitable lighter vessels (barges), capable of receiving the Limestone from the Transshipment Vessel or other alternative transshipping arrangement, and thereafter transporting the Limestone to the LDP, as required under the Contract. The Barges shall be as per the requirements of the approved Environmental Impact Assessment ("EIA").

Base Price means the per metric ton Contract Price as mentioned in the Contract.

BDT means Bangladesh Taka.

Bidder means the party to whom the Invitation for Bid is issued and who submits its Bid.



Bidding Document(s) refer to the IFB, ITB, this Conditions of Contract, the Technical Specifications and the Bid and Contract Forms, together with attachments, collectively.

RNPL Event of Default has the meaning given to such term at Clause 20.3.

Bill of Lading means the form of bill of lading issued in the name of RNPL.

BIWTA means the Bangladesh Inland Waterways Transport Authority.

Business Day or Business Hours means, in relation to the performance of an act or deed or the discharge of an obligation, a day or hours on which such business is normally transacted at the place where the act or deed is required to be performed or the obligation is required to be discharged.

RNPL or Buyer means RPCL-NORINCO Intl. Power Limited and includes the legal successors or permitted assigns of RNPL.

LDP Minimum Average Unloading Rate means (refer ATTACHMENT 4-3- Limestone Delivery Point (LDP), Section-IV (Technical Specification) tonnes per hour, which is the unloading rate when Barges or Vessels are available at the LDP and ready to be unloaded.

Certificate of sampling and Analysis has the meaning given to that term it in Clause 10 of Technical Specification (Section-IV).

Certificate of Weight has the meaning given to that term in Clause 9 of Technical Specification (Section-IV).

Limestone Loading Point or LLP is the load port in the source country where the OGV is loaded with Limestone.

Classification Society means, in relation to each of the TFs, any IACS classification society responsible from time to time for issuing class certificates in respect of that TF.

Limestone wherever used in the Bidding Document shall mean Limestone of origin as stipulated in the Technical Specifications (Section-IV) of the Bidding Documents.

Limestone Delivery Point or the **LDP** is the Jetty of Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, Patuakhali district of Barishal division, Bangladesh with the characteristics as set out in the Attachment 4-3 of Technical Specification (Section-IV).



Limestone Mine means the Limestone mine from which bidder proposes to supply limestone in Clause 5 of Technical Specification (Section-IV).

Limestone Transshipment Site or **LTS** means the site proposed by the Bidder (if required) for performing the Off-shore/ On-shore transshipment activities, in accordance with Clause 5.2 of Technical Specification (Section-IV).

Commencement Date shall mean the actual date in the 1st Contract Year on which the first Barge or Vessel containing the Shipment of Limestone arrives at the LDP.

Confidential Information has the meaning given in Clause 24 hereof.

Confirmed Shipping Month has the meaning given to the term in Clause 10.2.

Contamination-Free means free from synthetic fuels (synfuels) and substantially free from all extraneous materials atypical of Limestone (including but not limited to mining debris, bone, slate, iron, steel, petroleum coke (pet coke), earth, rock, pyrite, wood or blasting wire), radioactive matter, etc.

Contract means the Contract entered into between RPCL-NORINCO Intl Power Limited (RNPL) and the Contractor, together with the Contract Documents referred to therein and the term "the Contract" shall in all such documents be construed accordingly.

Contract Documents means the documents listed in Article 1.1 (Contract Document) of the Form of Contract Agreement (including any amendments thereto).

Contractor means the Bidder whose bid to perform the Contract has been accepted by the RNPL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

Contract Date refers to such date on which the Contractor and RNPL enter into, and sign the Contract.

Contractor Event of Default has the meaning given to such term at Clause 20.1.

Contract Price means the price to be paid for the performance of the Services detailed under the Scope of Work (in respect of the Services, as set out in Section IV (Technical Specifications) of the Bidding Document), subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.



Contract Year means each period of 12 months during the Term starting from the Commencement Date.

Consents or **Approvals** shall refer to (i) the overall EIA consent/approval, as required in terms of the EIA Report, that is to be maintained/ renewed by RNPL under the Contract, and (ii) the various other licenses, permits, approvals, permissions, and/or certifications, including their timely updation/renewal, that would be required by the Contractor for ensuring the provision of Services under this Contract.

Day means calendar day of the Gregorian Calendar.

Deemed Commencement Date means the date, as communicated by RNPL to the Contractor in accordance with the provisions of clause 5.2(b) herein, on which first Barge or Vessel containing the Shipment of Limestone is expected to arrive at the LDP in the first Contract Year.

Delivered Limestone Quality means the quality of the Limestone at the LDP;

Demurrage means the financial compensation payable for delays after the Allowed Laytime has expired in accordance with Clause 14.2.

Dispatch means the financial reward payable in accordance with Clause 14.2, if the unloading of a vessel is completed before or within the expiry of the Allowed Laytime.

Draft Survey means a marine draft survey carried out by the Independent Draft Surveyor, to determine the weight of Limestone on board the OGV or the Lighter Vessel or the Barge) (as may be applicable).

DOE shall refer to the Department of Environment, Government of the People's Republic of Bangladesh.

Dollar(s) or **US\$(s)** or **USD** means the United States Dollar(s).

Due Date means the day falling 15 Business Days after the date upon which an Invoice, including a copy of the Bill of Lading and any other documents (including towards any import related compliances) which RNPL may require in accordance with shipping industry practices, is received by RNPL from the Contractor, in accordance with the requirements of Clause 16 of this Conditions of Contract.

EIA means the Environmental Impact Assessment report for Coal Unloading & Transportation for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, as approved by the DOE (*The same report shall also be considered during execution of contract*).



EPC Main Plant Contract means the contract entered into between RPCL-NORINCO Intl. Power Limited and Consortium of Tianjin Electric Power Construction., Ltd and China Huadian Engineering Co., Ltd and China Wanbao Engineering Corporation (TEPC-CHEC-CWEC) for construction of Main Power Plant for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla .

ETA means Estimated Time of Arrival of the Lighter Vessel /Barge at the Limestone Delivery Point.

Facility means the Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla.

FOB means Free on Board, as defined by latest incoterms published by the International Chamber of Commerce, France.

Force Majeure Notice has the meaning given to such term in Clause 22.

FSSHINC means 7 days a week, Friday, Saturday, Sunday and Holidays Included.

Government means the Government of People's Republic of Bangladesh.

Good Industry Practices shall refer to such standards, practices, methods and procedures which are generally observed by a Reasonable and Prudent Contractor.

Good Maritime Practice means, at a particular time, the consideration of those factors which a prudent OGV's and TFs' Master would reasonably take into account in the normal course of safe operation (including loading, anchoring, berthing, unberthing and transshipping) and navigation of the vessel, seeking in good faith to perform its obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight, which would be expected from a first class, skilled and experienced Contractor.

Government Approval shall mean the various licenses, permits and consents that the Contractor may require for fulfilment of the Services under the Contract.

Government Authority means any government and any ministry, department, political sub-division, instrumentality, agency, corporation or commission, under the direct or indirect control of any government (including the Government of Bangladesh), having jurisdiction over any matter in connection with or arising out of this Contract.

IFB refers to the Invitation for Bid, Section-I of the Bidding Document.

IFRS means the International Financial Reporting Standards.

IMO refers to the International Maritime Organisation.

Independent Draft Surveyor (IDS) means any independent inspecting authority for the purpose of weighing Limestone on an OGV and/ or Lighter Vessel (or Barge), as the case may be.

Independent Testing Agency (ITA) means any independent inspecting authority for the purpose of testing the Limestone quality.

Insurance Policies has the meaning given to such term in Clause 19 herein.

ITB refers to the Instructions to Bidders, Section-II of the Bidding Document.

ITF means International Transport Workers' Federation.

ISPS Code means the International Code for the Security of Ships and Port Facilities and the relevant amendments to Chapter XI of SOLAS.

Local Currency means the currency of the Government of Bangladesh i.e. Bangladesh Taka.

Laytime has the meaning given to such term in Clause 14.1.

LIBOR Rate shall refer to the London Inter-bank Offered Rate as administered by Intercontinental Exchange Benchmark Administration Ltd (or any successor entity) for deposits in US\$.

Lighter Vessels shall have the same meaning as Barges.

Load Port Quantity means the quantity of Limestone loaded at the Limestone Loading Point and as further defined in Clause 15.

Local Laws means:

- (i) the laws, statutes, orders, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or Governmental Authority, applicable to the Contract; and
- (ii) the rules, regulations, orders and interpretations of any Governmental Authority or other body in Bangladesh having jurisdiction over the Contract, the Services, the Project, the transshipment Area and the Parties, whether at a national, regional, provincial, state or local level.

Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project shall mean the Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla.

PPA means Payra Port Authority under the People's Republic of Government of Bangladesh.

Month means calendar month of the Gregorian Calendar.

MT or T shall mean Metric Ton or Tonne and shall mean 1,000 kilograms.

Notification of Award shall mean the form issued by RNPL to the Contractor, substantially in the form provided at Form No. 8 of Section V(B) of the Bidding Documents, confirming the acceptance of the Bid of the successful Bidder, which notification of award shall constitute binding obligations on the successful Bidder in the period to formal signing of the Contract between the Parties, and which shall, for all purposes, act as the Contract, during the intervening time period until execution and signing of the Contract Agreement by the Parties, in terms of which the Contractor shall be required to render Services, as may be necessary, during such time period.

OGV Delivered Limestone Quantity means the summation of the quantities stated in the Lighter Vessel (Barge) Final Draft Surveys in relation to one shipment as delivered at the LDP, as per this Contract.

OGVs means Ocean Going Vessels as described in Attachment 4-4 to Section-IV (Technical · Specification) of the Bidding Document.

Power Purchase Agreement means the Power Purchase Agreement entered into between RPCL-NORINCO Intl. Power Limited and Bangladesh Power Development Board.

Performance Quantity means the maximum Limestone quantity as stipulated in the Technical Specifications, which the Contractor shall be capable to transport, transship and deliver to the LDP, in accordance with this Contract, in any Contract Year.

Party means RPCL-NORINCO Intl. Power Limited (RNPL) or the Contractor, as the case may be, and the term "**Parties**" means both RNPL and the Contractor.

Personnel mean persons hired/ deployed by the Contractor as employees, contractors, representatives, personnel or otherwise and assigned to the performance of the Services or any part thereof.

Project refers to the Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project ().

Project Lender(s) refers to financial institution that may be financing the Project.

Quarter means a continuous period of 90 days reckoned from the Commencement Date under this Contract and accordingly, a



subsequent period of 90 days after completion of previous quarter shall be treated as the following quarter.

Reasonable and Prudent Contractor means a firm seeking, in good faith, to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would be expected from a first class, skilled and experienced international firm, complying with all Applicable Laws and engaged in the business of supplying, transporting and delivering Limestone, in the same or similar circumstances and conditions.

Safety Requirements has the meaning accorded to such term at Clause 7.17

Services, wherever appearing, shall mean the works and services to be performed by the Contractor, including shipping, transshipping supply, Limestone delivery works and services, and other ancillary services as may be necessary to ensure supply/ delivery of Limestone, pursuant to the Contract, as detailed in the Bidding Documents and the Contract.

Shipping Company means the Company or owner of the OGVs and/ or the TFs units, as the case may be, from whom the Contractor may choose to charter the vessels/barges required for performance of its obligations under the Contract.

Shipping Documents has the meaning given to that term in Clause 17.

Shipment means each shipment of Limestone transported or to be transported by the Contractor, pursuant to the Contract, and shall refer to the total quantity of Limestone that is received, or scheduled to be received, at the Limestone Loading Point by the nominated OGV and delivered to the L TS.

Site or Station shall mean the Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project ().

SOLAS refers the International Convention for the Safety of Life at Sea, 1974.

Sponsor shall refer to the Norinco International, China and Rural Power Company Limited, Bangladesh.

Tax means any tax whatsoever (including but not limited to VAT, corporate income tax and all other applicable taxes), import duty, levy or charge of a similar nature, payable by or imposed on the Contractor by any supra-national, governmental, state, provincial, local governmental or municipal taxing authority, body or official whatsoever,



excluding any related penalties, fines, surcharges and interest, in relation to the performance of Services under this Contract.

Term has the meaning given to such term in Clause 5.

Transshipment Facilities or TF means the Transshipment Equipment and Lighter Vessels (Barges) and any other vessel (each considered as TFs' unit), intended to be used by the Contractor to perform the Transshipment Service/ delivery at the LDP.

Transshipment Note means the form of transshipment note, setting out details in respect of the Limestone being transported by Barge from the LTS to the LDP.

Transshipment Service shall refer to the Services required to be performed by the Contractor with respect to transportation of the Shipment of Limestone from the L TS to the LDP, using the Transshipment Facilities and the Transshipment Equipment.

Transshipment Vessel or TV means the suitable transshipment vessel, part of the TFs, capable of performing, together with the Barges, the Transshipment Service.

Transshipment Equipment means all the equipment required for unloading the OGV and loading the Lighter Vessels (Barges) at the Limestone Transshipment Site.

Umpire Sample has the meaning given to that term in Clause 10 of Technical Specification (Section-IV).

Vessels, unless the context otherwise provides, shall refer to the OGVs, or the Lighter Vessels or Barges, or both collectively.

WCCON means Whether Customs Cleared or Not

Weight Certificate means the certificate of weight of Limestone in an OGV issued by the IDS.

WIBON means whether in Berth or Not.

WIFPON means Whether in Free Pratique or Not.

WIPON means Whether in Port Or Not.

WWD means weather working days of 24 consecutive hours except for any time when weather prevents the unloading of the vessel or would have prevented it, had work been in progress.

Year, unless stated otherwise, means operating year and shall be the period of continuous twelve (12) months, starting at 00:00 hours on the



Commencement Date and ending at 24:00, after completing 12 months.

Capitalized terms used in the Contract but not defined shall have the meaning ascribed to the said term as used in the applicable Bidding Document(s).

2.0 Interpretation In the Contract, unless the context otherwise requires:

- 2.1 **"Transshipment"** and any variants of that word shall refer to the discharge of Limestone from an OGV, loading thereof onto the Barges or to a land port using a Transshipment Vessel, or other alternative solutions made available by the Contractor, to ensure the delivery of the Limestone at the LDP;
- 2.2 **"Off-shore transshipment"** shall refer to the Transshipment of Limestone from Ocean Going Vessel to Barges/ Lighter Vessels or vice-versa, within water.
- 2.3 **"On-shore transshipment"** shall refer to the Transshipment of Limestone from Ocean Going Vessel / Barges / Lighter Vessels in water to a land port, or vice-versa, outside water.
- 2.4 **"Barge"** shall mean a Lighter Vessel, suitable for the purposes and the requirements of this Contract, including (i) for Transshipment (ii) and delivery of Limestone to the facility available at the LDP (and the Station), (iii) be of a size considering the draft availability of Rabnabad Channel , LPD berthing point and turning point, and (iv) be compliant with the approved EIA Report and the guidelines of the DOE and the Payra Port Authority (**PPA**).
- 2.5 reference to any statute or statutory provision or to any document or agreement shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, re-enacted or replaced;
- 2.6 the caption, recitals or a particular Clause or Schedule, will be a reference to the relevant caption, Recital, Clause or Schedule in or to the Contract, unless the context otherwise requires, and a reference to this Contract shall be construed as a reference to the Contract as amended, novated, modified or supplemented in effect, from time to time, and shall include a reference to any document which amends, novates, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;
- 2.7 wherever in the Contract, provision is made for the giving or issuance of any notice, endorsement, consent, approval, certificate, instruction, request, authorization or determination by any person, unless otherwise specified, such notice,



endorsement, consent, approval, certificate, instruction, request, authorization or determination shall be in writing and the words "notify", "endorsed", "certify", "instruct", "request", "authorize" or "determine" shall be construed accordingly;

2.8 references to Clauses and Schedules in the Contract are to the Clauses and schedules of Contract signed to formalize the Contract;

2.9 words of the masculine gender include the feminine and neuter genders;

2.10 "agree", "agreed", or "agreement" require the agreement to be recorded in writing;

2.11 references to "includes" or "including" are to be construed without limitation;

2.12 reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state and any other legally constituted public authority (in each case, whether or not having separate legal personality);

2.13 words importing the singular meaning where the context so admits include the plural meaning and vice versa;

2.14 words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it be done, and words placing a Party under a restriction include an obligation not to permit or allow infringement of the restriction.

2.15 Language

- i) All Contract Documents, all correspondences and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with the English language.
- ii) If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under COC Sub Clause 2.15.1 above, the English translation of such Contract Documents, correspondence or communications shall prevail in matters of interpretation.
- iii) The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete



and accurate. Further, the translation so prepared shall be authenticated by the Bangladesh Consulate located in the Country where the documents have been issued or the Embassy of that Country in Bangladesh.

2.16 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

2.17 Headings

The headings and marginal notes in the Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

2.18 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

2.19 Construction of the Contract

The Contract to be entered into between RNPL and the Contractor shall be for procurement and delivery of Limestone at the LDP, subject to the specific terms of the Contract including specifically Clause 12 and 13 hereof.

2.20 Independent Contractor

The Contractor shall be an independent contractor performing the Contract, acting on a principal-to-principal basis. The Contract does not create any agency, partnership, employment, consortium-like or other joint relationship between the Parties thereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All sub-contractors, Personnel, representatives, etc., engaged by the Contractor in connection with the performance of the Contract shall be under the complete control and supervision of the Contractor, and shall not be deemed to be employees of RNPL, and nothing contained in the Contract shall be construed to create any contractual relationship between any such Personnel, representatives or sub-contractors and RNPL.

2.21 Consortium

If the Contractor is a consortium of maximum three (03) firms, the constituent firms of the Consortium shall be jointly and severally bound to RNPL for the fulfilment of the provisions of the Contract, and the Consortium shall designate one of such constituent firm to act as the Consortium's Lead Partner, with authority to act on behalf of and bind the Consortium. The composition or the constitution of the Consortium during the Term of the Contract shall not be altered without the prior written approval of RNPL.

2.22 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.23 Country of Origin

"Origin" means the place amongst the countries where the Limestone for the supplies under the Contract are mined, or produced, and from which the Supplies are provided. The origin of goods is distinct from the nationality.

2.24 Not Used.

2.25 Where the Contract envisages any adjustment/ discount to the Contract Price by RNPL, including in accordance with Clauses 5.2, 9 or 27.10, then:

- i. where the Contract Price for the corresponding quantities of Limestone has not been paid, the said amounts would be reduced by RNPL prior to payment by RNPL to the Contractor;
- ii. where such amounts have been paid, the such adjustment/ discount shall be reflected and made in the succeeding invoice (and if not fully adjusted thereunder, then in the subsequent invoice, and so on); Provided that where no subsequent invoices are contemplated under the Contract, such amounts shall be forthwith and no later than 15 days of a demand by RNPL, be refunded to RNPL.

3.0 Warranties and Representation

3.1 Warranties and representations by the Contractor

Throughout the Term of the Contract, the Contractor represents and warrants to RNPL that:

- a) The execution, delivery and performance of the obligations contemplated in the Contract have been duly authorized by all requisite corporate action and all third-party approvals required by it in this regard, have been duly obtained;
- b) The Contract constitutes valid and binding obligations of the Contractor, enforceable in accordance with the terms hereof;
- c) It is financially solvent, able to pay its debts as they fall due, and possessed of sufficient committed financing and working capital and technical capacity to perform and complete its obligations under the Contract;
- d) There is no legal action, suit or proceeding, at law, nor, to the best of its knowledge, any official investigation before or by any Governmental Authority, arbitral tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under the Contract, or on the validity or enforceability of the Contract;
- e) Information provided by the Contractor to RNPL in connection with the Contract and in terms of the Bidding Document are true, complete and accurate in all material respects;
- f) It has obtained, and shall maintain throughout the Term, necessary export licenses and all Consents/Approvals for which it is responsible for obtaining, to undertake the performance of its obligations as set out in the Contract;
- g) It has all the necessary experience and all necessary contractual and legal rights in order to perform its obligations under the Contract in accordance with Good Industry Practices and in line with what latest international regulations and laws provide, and upon a request from RNPL in this regard, from time to time, tender necessary evidence to confirm such facts/experience/ rights;
- h) It has done everything that would be expected by a Reasonable and Prudent Contractor to ensure that the Contract Price of the Goods and Service (as quoted by it) contain allowances to protect it against any of these risks eventuating, including:
 - i. assessing the risks which it is assuming under the Contract, and



- ii. informing itself completely of the nature of the work and materials/Services necessary for the commencement and carrying out its obligations (including the Services) during the Term, and
- iii. visiting and examining the existing conditions (including at the LTS, LDP and the Site), availability of Limestone mines, availability of arrangement for transportation of Limestone to LLP, availability of stockpile space for port storage at the load ports and its surroundings and doing everything possible to inform itself fully as to the physical conditions or obstructions at such ports, including, weather and current conditions at, near or relevant to the load ports, the LTS, the LDP and their surroundings, and doing everything possible to inform itself fully as to the physical conditions or obstructions at the LTS, and the LDP, including, weather and current conditions at, near or relevant to the LTS and LDP, or any other condition or characteristic thereof, capable of affecting the Contractor's ability to perform its obligations under the Contract and obtaining all necessary information as to the risks, contingencies and other circumstances which could have an effect on the performance and cost of carrying out the Services in terms of the Contract.
- iv. informing itself of all requirements of Governmental Authorities in relation to the Services and in relation to measures necessary to be adopted and observed while performing its obligations under the Contract, including with respect to the EIA Report, and to protect the environment from any adverse effect or damage arising from the carrying out of the Services,
- v. informing itself of all Taxes, Duties, Levies, Port charges, Navigation charges, statutory charges, etc., applicable to the carrying out of the Services, within and outside Bangladesh, and
- vi. informing itself of all social security contributions (including contributions to the Worker Profit Participation Fund and Worker Welfare Fund), union contributions and all other Taxes and charges which are payable by the Contractor while acting as an employer to the Personnel, and compliance with all other Applicable Laws, as may be applicable, in accordance with Local Laws in Bangladesh as well as that of any other country whose laws shall apply in respect of the Personnel.

3.2 Warranties and representations by RNPL

RNPL represents and warrants to the Contractor that:

1. The execution, delivery and performance of the obligations contemplated in the Contract have been duly authorized by all requisite corporate action;
2. The Contract constitutes valid and binding obligations of RNPL, enforceable in accordance with the terms hereof;
3. It is financially solvent, able to pay its debts as they fall due, and possessed of sufficient committed financing and working capital to perform and complete its obligations under the Contract;

There is no legal action, suit or proceeding, at law or in equity, nor, to the best of its knowledge, any official investigation before or by any Governmental Authority, arbitral tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under the Contract, or on the validity or enforceability of the Contract;

4. It has obtained, and shall maintain throughout the Term, the Consent/ Approval which it is responsible for maintaining in respect of the Contract.

4.0 Bonds and Guarantees

As a condition of the Contract and as security for the Contractor's obligations under this Contract, the Contractor shall procure that the Performance Guarantor provides RNPL with the Performance Security in the form of Bank Guarantee, the validity of which shall be the period applicable as per clause 8.5 of the ITB and the value of which shall be the amount applicable as per clause 8.3 of the 1TB, Section-II of the Bidding Document, issued by an internationally reputable bank having correspondent bank located in Bangladesh, to make it enforceable. The proforma for Bank Guarantee is provided in Section-V(B) of the Bidding Document.

5.0 Commencement Duration 5.1 Effectiveness of Contract

The Contract shall come into force with effect from the date of issuance of Notification of Award. It is clarified that any Services performed by the Contractor pending the execution of the Contract Agreement, pursuant to any such Notification of Award, shall be subject to the terms of the Contract.



5.2 Commencement of Services

- a) The date arrival of first Barge at the LDP from the first Shipment in the first Contract Year shall be considered as the Commencement Date.
- b) Not later than sixty (60) days prior to the anticipated Commencement Date, RNPL shall communicate the Contractor in writing the Deemed Commencement Date.
- c) The Contractor's failure to commence the Services for a continuous period of thirty (30) days from the Deemed Commencement Date (i.e. where the Commencement Date does not occur within such period) shall constitute a Contractor Event of Default and shall be dealt with in accordance with the provisions of Clause 20 of the Conditions of Contract.
- d) In case of Contractor's failure to commence the Services as specified at sub-clause (c) above, RNPL shall be free to make alternate arrangements for supply of Limestone at the LDP from another supplier, at the sole risk and cost of the Contractor.
- e) Further, RNPL shall have a right to effect an adjustment in or discount to the Contract Price payable for the Limestone supplied by the Contractor in lieu of the period of delay, i.e. from the Deemed Commencement Date until the occurrence of the Commencement Date. Such discount shall be calculated at the rate of USD **0.30 per MT** of Limestone for the delayed quantity for each week's delay or part thereof, subject to a maximum discount of 5% (five percent) of the Contract Price otherwise payable for the delayed/shortfall quantity.
- f) Further, in the event of the Contractor's failure to commence the Services for a continuous period of thirty(30) days from the Deemed Commencement Date and the same being treated as a Contractor Event of Default, as per clause 20.2(a)(iii), RNPL shall be entitled to continue effecting the adjustment in/ discount to the Contract Price at the rate prescribed at sub-clause (e) above, for the period of delay until the cure period allowed thereunder expires, in addition to amounts payable by it in terms of sub-clause (e) above.

5.3 Term

- a) Unless the Contract is terminated earlier or extended as per mutual agreement by the Parties, the Contract shall continue to remain in effect for a period of two (2) years from the Commencement Date (the "Term");



- b) The Term of the Contract may be further extended by another period of one (1) year upon written agreement between the Parties, subject to the Contractor's performance of the Services to the satisfaction of RNPL. The Annual Quantity for the extended period of the Contract may change subject to mutual agreement between the Parties.

6.0 The Services

The Contractor shall be responsible for and shall perform all elements of the supply of the Limestone to the Limestone Delivery Point, in a seamless and composite manner, as specified in this Section-III and Section-IV (Technical Specification) of the Bidding Documents.

7.0 Contractor's Obligation

7.1. The Contractor shall supply the Limestone at the LDP with due care and diligence, in accordance with the terms of the Contract.

7.2. The Contractor shall acquire all permits, approvals and/or licenses hereof that are required to be obtained/ maintained by it in terms of this Contract, and that are necessary for the performance of the Contract.

7.3. The Contractor shall comply with all Applicable Laws in force at any time during the Term, and the same shall be binding on the Contractor. The Contractor shall indemnify and hold harmless RNPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature, arising or resulting from the violation of such laws by the Contractor or its Personnel or sub-contractors.

7.4. The Contractor shall procure, supply and make available such consignment of Limestone, which adheres to the specifications contained in the Technical Specifications (Section-IV) of the Bidding Document and the Contract and other stipulations as may be applicable in regard thereof.

7.5. The Contractor shall meet all guarantees, warranties etc., as stipulated in the Contract.

7.6. The Contractor shall be responsible for and shall perform the Services, as mentioned at Clause 6.0 above and elsewhere in the Bidding Document, and agrees to:

- a) Maintain the healthiness, legality, availability and completeness of the Limestone supply chain, including ensuring the availability of Limestone, transportation to LLP, loading onto the OGV at the LLP, smooth ocean transportation, Transshipment at the LTS and barging, delivery at the LDP, etc., with sufficient redundancy, so as to successfully perform and meet the monthly, quarterly and yearly Limestone transportation quantity, as specified in the

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Specification or as agreed between the Parties under the Contract.

- b) maintain in force and promptly obtain or renew, and promptly send copies to RNPL of all applicable Consents/ Approvals required for the Contractor to perform its obligations under the Contract and the Contractor will comply with the terms of all such Consents and Approvals.
- c) perform its obligation under the Contract in:
 - i. a safe and efficient manner and applying Good Industry Practice and the standards of a Reasonable and Prudent Contractor,
 - ii. accordance with all Applicable Laws, regulations and requirements, and
 - iii. accordance with the requirements of the Insurance Policies and in consonance with agreed recommendations of the P&I Club and/ or any applicable Classification Society.
- d) immediately notify RNPL, as soon as the Contractor becomes aware of:

7.7. Shipping Services

In relation to the shipping Services, the Contractor shall, amongst other things:

- a) use suitable OGVs/ships/vessels/barges in accordance with Attachment 4-4 to Technical Specification (Section-IV) of the Bidding Document, to meet the requirement as outlined in the quantity schedule as described in Clause 10;
- b) appoint a shipping agency as ship agents, if required, during the Transshipment and delivery of the Limestone at the LTS and the LDP respectively;
- c) procure and maintain relevant insurances related to the OGVs/ships/vessels/barges, including but not limited to the Insurance Policies;
- d) tender the required notices/ intimations to RNPL and other parties, as may be necessary, in respect of performance of the Shipping Services;



- e) Appoint an Independent Draft Surveyor and Independent Testing Agency for measurement of weight of Limestone and testing of Limestone quality; and
- f) Perform the weighment and quality testing of Limestone.

7.8. Transshipment Services *(if required)*

In relation to the transshipment Service, the Contractor shall, including but not limited to:

- a) employ and operate, man, insure and maintain the TFs, fully classed, in good working order and in accordance with the requirements defined under the Contract;
- b) ensure that the TFs are approved and classed by the Classification Society and insured in accordance with such Insurance Policies as may be required by Applicable Law, with first class and reputable insurers and P&I Clubs;
- c) provide all Barges required in accordance with the EIA Report and such other Codes, standards and Regulations as applicable in this regard and/ or as mentioned in the Bidding Documents, to perform the Services in accordance with the Contract;
- d) Perform the Transshipment Services in a legally-sound and an environment-friendly manner, complying with all Applicable Laws in the territory of performance of the Transshipment Services. In case the LTS falls under the jurisdiction of PPA (or any other Authority under the Bangladesh Government), the Contractor shall be required to comply with all applicable DOE Regulations and the EIA Report. The Contractor shall further ensure that the TFs shall be sailed/operated in compliance with the guidelines/requirements contained in the EIA Report and as directed by the PPA, and shall follow all the requirements and guidelines as may be specified elsewhere in the Bidding Document, as applicable.
- e) Ensure that each Barge is loaded at the LTS with Limestone from only one single Shipment, and keep track of the information and record thereof in respect of the corresponding Shipment and Barge and OGV voyage in the TFs Transshipment Note.
- f) be responsible for obtaining all the permissions, licences and clearances from any authority concerned for the purposes of the carrying out its Services, at the LTS and at the LDP;
- g) be responsible for safe OGV unloading and Transshipment to the LDP of Limestone, and shall be responsible for taking all



necessary precaution to carry out the Services in a safe and environmentally sustainable manner, as per the guidelines issued by PPA and DOE and the approved EIA.

- h) arrange and pay for bunkering, fuel, freshwater, provisions, transport to and from the LTS, for its Personnel, and undertake any auxiliary services as may be required to perform the Services;
 - i) run and maintain the TFs and their equipment in strict accordance with the Contract to:
 - i. the satisfaction of RNPL and complying with RNPL's instructions and directions on any matter, relating to and concerning the Services to be performed, and
 - ii. exercise due diligence and ensure that the TFs shall be maintained as per latest rules and regulations of the Classification Society, operated, equipped, manned, provisioned and kept in sound mechanical order, as necessary to perform the Services in accordance with the Contract, and in line with international maritime regulations, and applicable environmental regulations of Bangladesh, at the Contractor's own expense. The maintenance and repairs, including any vessel inspections, hull cleaning, dry-docking of the TFs, will be the responsibility of the Contractor and shall be carried out by the Contractor without interference to or hindrance in the Services/ scheduled Limestone delivery requirements of RNPL. Dry dock periods will be scheduled in accordance with the requirements of the applicable Classification Society and in consultation with RNPL.
 - j) guarantee that the TFs are and shall remain suitable for the Transshipment Service in all respects for the purpose of the Contract and for the duration of the Term of the Contract;
 - k) shovel clean the holds, and provide and operate the equipment for the purpose of running the TFs;
 - l) ensure that the TFs maintain all requisite communication equipment and trained Personnel to operate them in conformity all Applicable Laws, and Good Industry Practices;
- 7.9. In case of the Contractor's failure to perform the supply of the monthly, quarterly, and yearly quantity of Limestone, specified under the Contract, RNPL shall have the absolute discretion to make alternate arrangements for supply of Limestone, including transportation and transshipment thereof from another supplier, at the sole risk and cost of the Contractor in a manner deemed fit by RNPL. Without prejudice to the generality of the fore going, the Contractor's failure to perform the Services for a continuous

period of thirty (30) days, shall constitute a Contractor Event of Default and shall be dealt with in accordance with the provisions of Clause 20 of the Contract.

7.10. Contractor's personnel

- a) All Personnel employed or otherwise engaged by the Contractor, whether at the Mine(s), LLP, OGVs TFs, or onshore etc. or in Port handling activities, Customs clearance and other activities, etc. shall:
 - i. be duly trained, qualified and experienced to perform the Services,
 - ii. be bound by and shall follow the Rules and Regulations of the State of Bangladesh and/or the other states under any jurisdiction the Vessels sail through, and ensure to not cause any actions or violations which may be treated as an offense under any Applicable Law. RNPL shall in no way be responsible for any such actions/violations by Contractors/ its Personnel and the Contractor alone shall be solely responsible for any consequence thereof; and
 - iii. be employed in accordance with and shall themselves comply with all applicable labour regulations, social security and tax obligations and any labour recommendations, rules and requirements of Local Laws and the ITF.
- b) The Contractor shall pay punctually the remuneration, together with all Taxes, social security contributions (including contributions to the Worker Profit Participation Fund and Worker Welfare Fund) and union contributions which are payable by the Contractor as employer in accordance with Local Laws and keep valid at all times any personal authorizations and visas required for the Personnel of the Contractor.

7.11. Assignment & Novation

The Contractor shall not, assign to any third party the Contract, or any part thereof, or any right, benefit, obligation or interest therein or thereunder, provided that the Contractor shall be entitled to assign either absolutely or by way of creation of a charge on any monies/payments due and payable to it or that may become due and payable to it under the Contract.



No such restriction shall however be applicable to RNPL, which shall be free to assign its rights and/ or obligations under this Contract to any third party, including with respect to transferring/ assigning by way of security its rights, under the Contract. Any assignment of rights and/ or obligations by either Party pursuant to the foregoing provisions shall not take effect, for the benefit and protection or release of either Party, until the execution of a tripartite novation agreement, executed by and amongst the Contractor, RNPL and the approved assignee party, in full compliance with the existing obligations of the assigning/assignor Party under the Contract and guaranteeing of due fulfillment of the Contract by the assignee ("Novation Agreement").

7.12. In the interim period, till the assignment is fully completed, the assigning/assignor Party shall continue to perform its obligations under this Contract. Upon completion of the assignment in terms of Clause 7.11 above and the Novation Agreement being brought into effect, the assigning/assignor Party shall continue to remain liable and responsible for actions undertaken by it and consequences thereof until full release/ discharge therefrom by the other Party.

7.13. With respect to sub-contracting of obligations under the Contract,

- a) The Contractor shall not sub-contract all or any of its obligations under the Contract without the prior written approval of RNPL.
- b) The Contractor agrees that it shall, notwithstanding any sub-contract (or any approval thereof by RNPL) be:
 - i. Continue to remain fully responsible for its obligations under the Contract despite sub-contracting any of them, and
 - ii. liable to RNPL for all acts, omissions and defaults of its sub-contractors related to, or in any way connected with the Services.

7.14. Co-operation and communication

The Contractor shall:

- a) promptly disclose such information in relation to itself, its sub-contractors, if any, its Personnel, and in relation to the Limestone Mine(s), OGVs and/ or the TFs, as RNPL may from time to time request in connection with the Contract;
- b) ensure that it has adequate communication equipment for communicating with RNPL, by voice and electronic means, twenty-four (24) hours a day, and without prejudice to its



obligations, promptly notify RNPL of any a serious, unexpected, and dangerous situation requiring immediate attention or action, that it becomes aware of;

- c) promptly notify, and give full details to, RNPL of any casualties or accidents occurring during the carrying out of the Services or damage to any unit of the TFs and which have, or may have, an adverse effect on RNPL or the performance of the Contract; and
- d) promptly, upon occurrence thereof, notify RNPL of a Contractor Event of Default or an event which, with the giving of notice, lapse of time or fulfilment of any condition or lack thereof would be likely to become a Contractor Event of Default, in each case, with particulars in detail of such event and the steps taken to remedy it.

7.15. Environmental compliance

At all times during the Term, the Contractor shall:

- a) Comply with the approved EIA Report and guidelines issued by the DOE and as prescribed by any other regulatory authority of any country, as may be applicable.
- b) satisfy themselves about suitability of LTS to carry out the Transshipment Service, in a safe, environmentally sustainable and efficient state-of-the-art-manner, in compliance with the approved EIA Report and other Applicable Laws;
- c) comply with good environmental practice and all applicable environmental laws and recommendations in accordance with Good Industry Practices;
- d) not spill, dump or release Limestone, fuel, oil, garbage or any other contaminant or hazardous material, which might damage the environment and ensure safe disposal thereof;
- e) if any untoward event with reference to sub-clause (c) and/ or (d) occurs, immediately clean up the spillage, dumping or release caused, immediately undertake measures to mitigate the damage that may be caused and restore and/or remediate the area affected by the spillage, dumping or release caused to the condition it was in prior to the spillage, dumping or release, as required by law or otherwise, and as required by RNPL;
- f) ensure strict compliance with the DOE and/or PPA guidelines, or any other statutory requirement (as applicable), and ensure that the operations of the OGVs and the



Transshipment Facilities do not cause significant dust dispersion;

- g) notify RNPL immediately, upon the occurrence of any event, action or omission by the Contractor, which damages or may cause damage to the environment, or which may prejudice the rights of RNPL under applicable laws;
- h) establish and maintain appropriate P&I Club entries (and insurances) in relation to any financial security or responsibility in respect of Limestone, Limestone dust, oil or other pollution damage as required from time to time by any Government Body in relation to the carrying out of the Services and require its P&I Club to establish and maintain any such financial security or responsibility as required from time to time by any Government Body;
- i) Not used

7.16. Foreign Materials

The Limestone delivered by the Contractor at the LDP will necessarily be Contamination-free. It shall be the responsibility of the Contractor to ensure that Limestone is free of foreign /extraneous material etc., failing which RNPL shall ask Contractor to remove such Contamination as well as recover an amount equivalent to quoted Contract Price per metric tonne multiplied by ten times the weight of the extraneous material or 0.5% of value of Limestone of particular shipment, whichever is higher.

7.17. Safety & Indemnification for failure to comply

7.17.1. The Contractor shall be responsible for the safety of the Shipping and Transshipment operations and shall comply with, and shall ensure compliance by each of its sub-contractors, if any, with the provisions of SOLAS and all Applicable Laws, relating to safety applicable to the Services or any part thereof being executed in respect of the Contract.

7.17.2. The Contractor hereby warrants and undertakes that it shall comply with all of its duties and obligations hereunder and that it has the competence to comply with the provisions of this clause and the Safety Requirements prescribed pursuant thereto, and shall allocate and deploy adequate resources to facilitate such compliance, including the appointment of safety managers and supervisors. The Contractor shall also ensure that each of its sub-contractors, if any, appoints a safety manager to facilitate compliance with the Safety Requirements and to ensure that



overall, the Contractor remains compliant with the prescribed Safety Requirements.

7.17.3. The Contractor shall also observe all Applicable Laws regarding safety at the LTS and at the LDP, and the Applicable Laws in the country of the LLP(s). Unless otherwise agreed, the Contractor shall, throughout the performance of Services:

- i. provide proper fencing, lighting, guarding and watching of the activities being undertaken in pursuance of execution of the Services;
- ii. keep indemnified RNPL against any and all third parties' (including public authorities') claims, resulting from any non-compliance with Safety Requirements; and
- iii. allow RNPL to disclose any information relating to the relevant circumstances that may arise pursuant to this clause 7.17 of the Conditions of Contract, to any third party, which shall include public authorities and press/media personnel, and take control over any press communication in relation to such non-compliance, etc.

7.17.4. In the event of any mishap, incident or accident occurring due to the lack of adequate safety measures being observed, non-installation of safety equipment or non-compliance with clauses 7.17.1, 7.17.2 and sub-clause (i) of clause 7.17.3, the Contractor shall compensate RNPL for the pecuniary losses suffered by it and defend, indemnify and hold harmless RNPL from any third-party claims that may arise in this regard. Without prejudice to the generality of the foregoing, the Contractor shall remain liable for (and shall indemnify and hold harmless RNPL in relation to) the care and custody, and for any loss, damage or injury to its Personnel, plant and equipment.

7.17.5. Every such mishap, incident or accident shall be investigated by a certified Independent Investigating Agency as per internationally accepted norms and regulations of the applicable territory, where the incident/ accident takes place. A copy of Investigation Report shall be submitted to RNPL within 3 months of the occurrence of such accident. The Investigating Agency shall be appointed by the Contractor with RNPL's concurrence. The Contractor shall bear all risks and costs related to such an investigation.

7.18. Inspection, Audit and Reporting obligations

The Contractor shall:

- a) maintain proper operating logs, records and reports documenting the operation and maintenance of the Mines and complete logistics up to the point of delivery at the LDP.



- b) immediately, following a request by RNPL, permit RNPL and each person appointed by RNPL, full and free access, from time to time, to inspect:
 - i. the Mine(s), LLPs, facilities at the LLPs, OGVs, Transshipment Facility, Barges, etc.
 - ii. the site or sites used by the Contractor in connection with the performance of its obligations under the Contract, and
 - iii. the logbooks and records required to be maintained by the Contractor.

7.19. Not used

- 7.20. The Contractor shall defend, indemnify and hold RNPL harmless from and against any claim or liability for any such applicable taxes, duties, fees, governmental impositions, assessments, premiums or penalties. Any penalties imposed by any authority on account of delay or non-payment of taxes, and duties, etc. shall be borne by the Contractor.

8.0 RNPL's Obligation

- 8.1. RNPL shall declare and confirm the delivery schedule and the quantity of Limestone within the stipulated time with respect to each Shipment of Limestone as required by it.
- 8.2. RNPL shall:
- a) pay the Contractor the sum due in accordance with the terms of the Contract, subject to applicable deductions, discounts and adjustments;
 - b) keep the Contractor posted on a monthly, quarterly and yearly basis (whichever applicable) of the schedule of the Limestone Shipments required to be delivered, and as per such scheduling, commit to off-take of the Limestone as delivered (which if not available on account of a shortfall, shall be carried forward for utilisation in the subsequent months/quarters, or cancelled, at the sole option of RNPL), subject to compliance by the Contractor of other specifications/standards/ delivery stipulations as contained in the Bidding Documents;
 - c) ensure that it has adequate communication equipment for communicating with the Contractor by voice and electronic means, twenty-four (24) hours a day.

9.0 Liabilities

- 9.1 In case of a Supply Failure, RNPL shall be entitled to arrange the shortfall quantity from another supplier at the sole risk and cost of







the Contractor in a manner deemed fit by RNPL. In such cases, the Contractor shall be liable to pay the (positive difference between):

- a) the aggregate of (i) price paid by RNPL to a third party for the purchase (and delivery of the same to the LDP) of alternative Limestone of similar quality as corresponding to the Supply Purchase Quantity, and (ii) RNPL's administrative and other incremental costs and expenses (including applicable taxes and duties) as incurred in conducting and procuring such alternative purchase; and

The Contract Price as payable under this Contract for the Supply Failure Quantity.

- 9.2 Provided that the foregoing shall be without prejudice to (i) the right of RNPL to make applicable adjustments in/ discounts to the Contract Price payable to the Contractor for delayed supply and Supply Failure Quantity of Limestone in accordance with the terms of the Contract (including Clause 27.10) and other applicable provisions of the Contract (including Clause 5.2); and (ii) the right of RNPL to terminate the Contract, in the event of a Contractor Event of Default (which remains uncured), if so deemed fit.

10 Limestone Quantity

- 10.1 The quantity of Limestone shall be as specified in Clause 5.1 of Technical Specification (Section-IV) of the Bidding Document and the early scheduled quantity as therein mentioned may vary within the range of -20% or +20% in respect of each year. Subject to the requirements of the foregoing provisions of this Clause 10, the quantity nominated by RNPL for the relevant Contract Year be deemed to be the "Annual Planned Quantity".
- 10.2 The Annual Planned Quantity of Limestone shall be distributed on quarterly basis and further on monthly basis, considering the demand with respect to the Project. The Limestone quantity for a quarter except for first quarter of the first year shall be confirmed by RNPL no later than 50 days prior to the start of the quarter.
- 10.3 It is expected that the quarterly quantity shall generally be distributed uniformly over the three months. However, any change in the monthly quantity demanded will be intimated 50 days prior to the start of the month.
- 10.4 At least three (3) months before the commencement of each quarter, RNPL shall submit to the Contractor, the required quantity for the following four (4) delivery quarters. The quantity schedule will include RNPL's option as noted in Clause 5.1 of Technical Specification (Section IV). RNPL's option for the first delivery quarter shall be firm.

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- 10.5 At least fifty (50) calendar days before the commencement of each month, RNPL shall submit to the Contractor a supply schedule, which covers firm quantity for the first month and tentative quantity for remaining two months of that quarter.
- 10.6 In case RNPL is not able to utilize the quarterly scheduled quantity, the shortfall shall be carried forward to the next quarter.
- 10.7 The treatment of shortfall in supply and shortfall in off-take of the Annual Planned Quantity or quarterly quantity or monthly quantity shall be dealt with in accordance with the provisions of Clause 10.8 to 10.11 below. Any such shortfall shall be determined and reconciled by the parties on an annual basis at the end of each year.

Provided that in the event that any adjustment to the Annual Planned Quantity is intimated by RNPL and the same is resolved mutually by the parties no later than sixty (60) days before the start of that year, then in such case no damages shall be levied on the either party.

- 10.8 In case the supplied and off-taken yearly quantity is below the Annual Planned Quantity during a Contract Year for reasons attributable to RNPL (which for avoidance of doubt shall exclude instances of shortfall in supply by Contractor, and Events of Force Majeure) and no resolution is reached between the Parties, RNPL shall take delivery of the shortfall quantity in the first six (6) months of the next Contract Year in a staggered manner. Further, in case RNPL fails (for avoidance of doubt, the failure shall exclude instances of shortfall in supply by Contractor, and Events of Force Majeure) to take in those six (6) months of the next Contract Year any portion of the shortfall quantity, which the Contractor is ready to supply, RNPL shall be liable to pay the Contractor, as compensation, an amount equivalent to USD 2(Two) per MT for portion of the quantity so defaulted by RNPL after the completion of the first six (6) months period in the next Contract Year. In such case, the quantity shall be deemed cancelled by RNPL without any further liability.
- 10.9 If the Contractor fails to supply and perform the Annual Planned Quantity or quarterly quantity or monthly quantity (which shall exclude any shortfall attributable to RNPL Event of Default or Events of Force Majeure), RNPL shall have the right to either carry forward to the next year or cancel the shortfall quantity. In such cases, the following shall apply:

- i. In the event that:

a) the Contractor does not agree to supply such shortfall quantity in the next year/quarter/month (or otherwise refuses to supply such quantity), or

b) RNPL cancels the shortfall quantity;

then such shortfall quantity shall constitute a "Supply Failure Quantity" (and such event a "Supply Failure"), whereupon the provisions of Clause 9 shall apply.

ii. Where the Parties agree to carry forward such quantities to the next year/quarter/month ("**Carry Forward Quantities**") then, the yearly/monthly quantity for the next year/quarter/month (as set out in Technical Specification (Section-IV)) shall be deemed to be correspondingly increased to account for such carry forward quantity, and RNPL's entitlement to nominate the Annual Planned Quantity/quarterly quantity/monthly quantity shall be correspondingly modified for such year/quarter/month. In such case, RNPL shall have the right to make adjustment on the Carry Forward Quantities as per clause 27.10.2.

10.10 RNPL shall be entitled to deduct any compensation payable under this Clause 10 (and/or Clause 9 and 27.10) from amounts payable to the Contractor under this Contract and/or draw against the Performance Security.

10.11 In case the yearly quantity exceeds the Annual Planned Quantity, this shall be discussed and agreed mutually to by and between the Parties.

10.12 RNPL may on-sell any Limestone which is sold and delivered to RNPL by the Contractor.

11.0 Contract Price 11.1. The Contract Price shall be as specified in the Contract.

11.2. The Contract Price shall be subject to adjustments and variations for payment purposes in accordance with Clauses 8,9,10,14,15,16 & 17 of Technical Specification (Section-IV of the Bidding Document) and in accordance with other provisions of the Contract.

12.0 Taxes and Duties 12.1. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of Limestone to RNPL at LDP.

12.2. The Contractor will be solely responsible in all manner for customs clearance of the Limestone entering Bangladesh, including completion of formalities such as making applications, preparing/submitting necessary documentation, etc. to all concerned authorities in order to obtain concession in Customs Duty. Customs duty to be paid of the Limestone delivered at Plant Jetty shall be borne by RNPL.

12.3. The Contract Price are exclusive of taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/ Work under the Contract (excluding tug hire or purchase expenses, or mooring charges or any other port services related costs and expenses, C&F commissioning and Global Tax) in each case, as applicable in Bangladesh.

During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, RNPL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance. payment. Such reimbursement shall be done in Bangladesh Taka.

12.4. The Contractor shall be entirely liable to pay all income tax and all other Taxes of similar nature, which are assessable on the Contractor.

12.5. Advance Income Tax (AIT) and Value Added Tax (VAT)

RNPL shall not deduct any Advance Income Tax (AIT) or Value Added Tax (VAT), as may be applicable in Bangladesh, from the payment due to the Contractor. Both AIT and VAT shall be borne by RNPL and shall be paid directly to the concerned authorities in Bangladesh.

12.6. The Contractor shall be required to submit the Taxpayer Identification Number (TIN) or such other identification details to RNPL before the submission of the first invoice.

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



13.0 Title and Risk

13.1. The title of the Limestone shall pass from the Contractor to RNPL upon the completion of the loading and trimming of such Limestone on board the Vessel at the Limestone Loading Point and the Bill of Lading given by the Master of the Vessel, which shall record RNPL as the legal owner of the Limestone contained in the Shipment.

Risk of loss or damage with respect to the Limestone shall continue to lie with the Contractor until the Limestone is delivered on Barges/ Lighter Vessels at the LDP and made available by the Contractor, ready for unloading by RNPL.

13.2. If RNPL rejects a Shipment as noted in Clause 13 of Technical Specification (Section IV), the title of that Limestone and risk of loss or damages thereto shall pass back to the Contractor, immediately upon RNPL's notice in this regard. Provided that RNPL shall not have any liability in this regard, including for any loss or damage thereto, for the period the said Limestone remains in the custody of RNPL.

13.3. Notwithstanding the transfer of title in accordance with Clause 13.1, RNPL shall only be liable to pay the Contract Price for the quantity of Limestone as actually received at the LDP (as determined and adjusted in accordance with Technical Specification (Section IV)).

14.0 Demurrage and Dispatch**14.1. Laytime:**

- a) Laytime at the LDP shall commence upon completion of draft survey performed on the Barge or the Vessel carrying Limestone and readiness for unloading of Limestone at the LDP considering fair weather, unless otherwise stated by RNPL. Any delay whether attributable to time taken in placing the Barge or the Vessel in proper position with respect to the Unloader at the LDP, time taken in opening of hatch covers of the Barge or the Vessel, waiting of the Barge or the Vessel when the berth is already occupied by the previous Barge or Vessel, stoppage of unloading operation at the LDP due to warning / instruction issued by Payra Port Authority, bad weather etc., shall be to the account of the Contractor and shall not count as Laytime and time on demurrage.
- b) Laytime shall cease upon completion of discharge of the Barge or the Vessel at the LDP.
- c) The time attributable to any of the following shall not count within Laytime:

- I. stoppages due to adverse weather conditions (heavy rains, floods, strong winds, swell and fog);
- II. delay or suspension of unloading caused by the occurrence of an Event of Force Majeure; and
- III. any delay or suspension of unloading caused on account of lack of the Contractor, including on account of lack of coordination and/ or non-cooperation of the Contractor/ its Personnel with RNPL and/ or the Ship Unloader.

14.2. Demurrage and Despatch at the LDP

- a) If the Limestone Delivery Point is unable to provide the LDP Minimum Average Unloading Rate ("**Minimum Average Unloading Rate at LDP = 100 t/h**") for reasons attributable to RNPL, Demurrage for the Barges or the Vessel shall be applicable for the used Laytime in excess of the Allowed Laytime and shall be payable by RNPL. In case of LDP Average Unloading Rate is higher than the LDP Minimum Average Unloading Rate, Despatch at half the rate of Barge or the Vessel Demurrage rate shall be payable by the Contractor for the difference between the Allowed Laytime and the used Laytime.
- b) The rate of Demurrage for the Barge or the Lighter Vessel shall be as follows:

SLNo.	Barge or the Lighter Vessel size containing following load	Rate of Demurrage
1	Less than 1500MT	No Demurrage
2	Between 1500MT to 2000 MT	USD 500 per day of delay or part thereof

- 14.3. No Demurrage shall be payable by RNPL if the Barges or the Vessel are not fully in accordance with the Technical Specification and the EIA guidelines.

15.0 Bill of Lading

- 15.1. Within twenty-four (24) hours of completion of loading each Shipment of Limestone onto each OGV or completion of the Draft Survey at the relevant Limestone Loading Point, whichever occurs later, the Contractor shall issue, or cause to be issued, a negotiable Bill of Lading and three non-negotiable copies thereof to RNPL, for every Shipment. The Bill of Lading shall contain the quantity as calculated by Draft Survey performed at the Limestone Loading Point by an Independent Draft Surveyor in accordance with

international standards and showing the LTS/LDP (if applicable) as the point of Limestone discharge.

15.2. As soon as practical on completion of loading of Limestone on a Barge at the LTS (if applicable), the Contractor shall at its cost issue, or cause to be issued, one original and three duplicates of the Transshipment Note to RNPL for the loading of Limestone transported by that Barge from the LTS to the Limestone Delivery Point.

16.0 Payment

16.1. All payments from RNPL to the Contractor shall be made in the bid currency (ies), and for each Shipment, the amount payable shall be calculated as follows, subject to adjustments and variations being made, if any:

- I. The price of Limestone as determined by Clauses 8,9,10,14,15,16 & 17 of Technical Specification (Section IV)
- II. The quantity of Limestone as determined in Clause 9 of Technical Specification.
- III. Any other applicable adjustment/ discount available to RNPL including pursuant to Clause 5.2, 9 or 27.10.

16.2. In case of payments to a Consortium-Contractor, RNPL may release payment to the Consortium Lead Partner and/or to any of the Consortium Partner(s), duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to RNPL, in case of award of contract to a Consortium-Contractor.

16.3. The Payment shall be made to the Contractor through Letter of Credit (L/C); The payment shall be credited to the account of the Contractor within fifteen (15) Business Days (excluding the day of receipt) after receipt of all the payment documents. If the payment due date of RNPL falls on a bank holiday of any bank involved in the payment by RNPL to the Contractor, then RNPL shall make payment by the next banking day.

16.4. The payments to the successful Bidder of Domestic entity (if desired by bidder) may be made in equivalent BDT (Exchange rate, if applicable, for Limestone Price shall be based on the Reference Exchange Rate as on the date of payment).

Reference Exchange Rate: for a day (as on the date of payment) means the selling Rate in BDT for US Dollars, as published by Bangladesh Bank or if such rate is not published on such day, the Reference Exchange Rate shall be applicable on the last day before such Day for which such published rate is available.

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16.5. Letter of Credit (LC) will be opened in any Scheduled Bank of Bangladesh within thirty (30) Business days after receipt and verification of the Bank Guarantee stipulated in Clause 17.2.1 (a) (iii) and 17.2.1 (a) (iv) and Bank Details of the Contractor.

The L/C opening charges of RNPL's Bank will be to the account of RNPL and amendment charges and all other charges including Contractor's Bank charges will be to the Contractor's account.

In case of any Amendment in the L/C is necessitated by RNPL, charges shall be borne by RNPL.

16.6. Interim Payment shall be released on submission of invoice in quadruplicate along with supporting documents to RNPL. The documents shall also include those for indices based on formulae for fixation of price for supply of Limestone to RNPL's Plant, linking with the details of indices & publication.

16.7. In the event that RNPL fails to make undisputed payments under the invoices to the Contractor by the due date, RNPL shall be liable to pay interest for delayed payments at the rate of 1 % + 6-month SOFR Rate per annum.

If SOFR is suspended (for a period longer than three (3) months), ceases to exist, or if there is a fundamental change in the manner in which SOFR is calculated, then, upon written notice from either Party, an alternative reference shall be selected by the Parties for the calculation of the Interest Rate, the effects of which (in its use in determining the Interest Rate) will (so far as can be assessed at the time at which such alternative reference is selected) be as close as practicable to those which would have been expected had the original SOFR continued to be published and used. Upon the occurrence of such event, the Parties shall endeavor to promptly agree upon such alternative reference and no Party shall unreasonably withhold its consent with respect to an alternative reference proposed by the other Party.

16.8. Any number of days or part thereof from the date of issuance of any notice following any payment related dispute till the date of resolution of the dispute, if any, shall not be included in determination of delay in making payments to the Contractor by RNPL.

17.0 Payment Terms 17.1. The payment shall be released to the account of Contractor in two (2) stages i.e. Interim Payment and Balance Payment.

17.2. Interim Payment

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- a) Ninety percent (90%) of Contract Price of the shipment shall be released on receipt of the Shipment by RNPL at LDP and on fulfilment of the following conditions:
- I. Submission of Invoice in quadruplicate based on the actual quantity of Limestone measured at the LDP, after making adjustments for payment already made by RNPL under Clause 17.2.1, if any. The Shipment at the LDP, for payment purpose, shall imply sum total of quantity received from all the Barges or Lighter Vessels for the shipment.
 - II. Submission of documentary evidence and original certificate for payment of Customs duty and Port Fees, if any, paid and a Copy of the 'Bill of Entry' shall be submitted along with the above documents.
 - III. Submission of unconditional Bank Guarantee towards Contract Performance Security (as per specified format). Subsequent to submission of the same initially, the copies of the said Bank Guarantee shall be submitted along-with subsequent Invoices.
 - IV. Submission of original documents/ certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin (3) Insurance certificate for the cargo (4) Limestone Load Port Limestone Quality Analysis certificates of ITA (5) Certificate of weight; (6) Submission of certificate indicating the Mine(s) /Other sources from which the Limestone has been sourced, (7) Certificate of Hold Cleaning, (8) Submission of original Limestone Delivery Point Quality Analysis Certificates, (9) Bill of Exchange, (10) Packing list, (11) Insurance certificate for the cargo;

17.2.1. Deleted

17.3. Balance Payment

- a) Balance payment (10%) of Contract Price shall be released after receipt of Limestone quality results at and carrying out necessary adjustment for variation in applicable indices and adjustment for quality and quantity variations, as may be necessary, on fulfilment of the following conditions:
- I. Submission of Final Invoice in quadruplicate for Balance Payment after carrying out the adjustment for quality results.







II.Submission of Limestone quality analysis results at LDP, and in case of dispute, quality analysis results of the Umpire Sample for Limestone Quality at LDP, as described in Technical Specifications (Section-IV).

III.For adjustment of quantity due to Limestone quality variations, samples shall be taken from each Barge and analysed for each Barge for payment purpose as described in Technical Specification (Section-IV). The consignment received at Plant end shall imply the Barge quantity.

IV.Reconciliation of monthly supplies and payments carried out as described at sub-clause 17.6 herein below.

b) All elements of the Contract Price shall be based on received and adjusted net quantity at LDP. The payments made shall be reconciled and settled during the joint monthly reconciliation.

c) The Demurrage/ Despatch for lighter vessel(s) / Barges at LDP as per Clause 14.2, Section-III of the Bidding Document, shall be settled separately within 15 days of its Invoicing.

17.4. Any balance adjustment as may be necessary on account of quality and quantity parameters, shall be settled through debit/credit notes and payment/reversal thereof shall be made within fifteen (15) Business Days (excluding the day of receipt) from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, RNPL reserves the right to adjust the same in the next available payment.

17.5. MUTUAL SET-OFF

It is hereby expressly agreed between the Parties to the Contract that mutual undisputed dues owed by and between the Parties, arising out of or in relation to this Contract, shall at all times remain subject to mutual equitable set-off. The residual dues remaining, upon effecting such a set-off, shall be paid by the Party by whom the greater sum of dues were owed to the other Party.

17.6. PAYMENT RECONCILIATION

RNPL and the Contractor shall jointly reconcile all payments made for the monthly Limestone supplies Shipment, (vessel) -wise during each month, within fifteen (15) working days after end of each month. The Parties shall forthwith give credit/ debit notes for the amounts falling due, if any, assessed during such reconciliation and payments/reversals shall be made within fifteen (15) Business Days thereafter. The monthly reconciliation statement shall be jointly signed by the authorized representative of RNPL and the Contractor, which shall be binding on both the Parties.



Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment.

18.0 Indemnity

18.1. General Indemnities

The Contractor shall, on demand, defend, indemnify and hold harmless RNPL, the Sponsor(s) and the Project Lender(s) in respect of:

- a) any claim, demand, cause of action, loss, expense or liability on account of:
 - I. injury (including, without limitation, disease) to or death of persons in the course of performance of Work, or
 - II. damage to or loss of property, arising out of or caused by the Contractor in connection with the Services or otherwise in the course of performance of the Contractor's obligations, including, without limitation, any expenses and attorney's fees incurred by RNPL;
- b) any claim, demand, cause of action, loss, expense or liability arising by reason of claims by any other person claiming by, through, under, or against RNPL, for the actual or asserted failure by the Contractor to make payment for any labour, services, materials, tools, supplies or taxes out of funds provided to the Contractor by or on behalf of RNPL for such payment;
- c) any claim, demand, cause of action, loss, expense or liability arising by reason of the control, disposal, or removal of liquid or non-liquid pollutant or waste material of whatsoever nature that has been discharged, seeped, spilled, blown out or leaked from any OGV and/or unit of the TFs and/or Barges;
- d) any claim, demand, cause of action, loss, expense or liability incurred by or made against them or under any relevant Law regarding the pollution of the environment including (Limestone Loading Points, Limestone Delivery Point, LTS and navigable waters) arising out of or in any way in connection with the Services or any part thereof, any OGV and/or unit of the TFs or any contravention of such Laws by any OGV and/or unit of the TFs, any master of the vessel or any servant or agent of the Contractor; and
- e) any claim, demand, cause of action, loss or expense arising out of or in any way in connection with any OGV and/or unit of the TFs and/or Barges becoming a wreck or obstruction to navigation.

- f) any other claim, demand, cause of action, loss or expense arising out of or in connection with the Services being provided by the Contractor under the Contract, for which RNPL may be held liable.

18.2. Claims Procedure

18.2.1. In the event of any claim being made against RNPL arising out of the matters referred to in Clause 18.1 and in respect of which it appears that the Contractor will be liable to indemnify RNPL under Clause 18.1:

- a) the Contractor shall be promptly notified thereof and may, at its own expense, conduct all negotiations for the settlement of the same and any litigation that may arise in relation thereto, subject to compliance with the terms of the claims procedures under any applicable Insurance Policy;
- b) notify RNPL of the appointment of a law firm as counsel by the Contractor;
- c) RNPL shall at the request of the Contractor, afford all available assistance for any such purpose and shall be repaid all costs and expenses incurred in so doing; and
- d) where the claim is settled, RNPL shall assign to the Contractor, any surviving rights relevant to the claim it may have against any relevant party, as reasonably requested by the Contractor.

18.2.2. Notwithstanding the liability of the Contractor as prescribed herein above at clause 18.2.1, the responsibility/onus of the Contractor in respect of settlement of claims/ defence of proceedings shall not apply in matters that may concern criminal prosecution against RNPL or its personnel, any admission of liability on behalf of RNPL, or any other matter that may adversely impact the reputation of RNPL. In all such cases, the Contractor shall be bound to extend necessary cooperation and support to RNPL, and RNPL shall (at its own cost) be entitled to participate in any proceedings relating to such claims or liabilities. No settlement of claims or representation in proceedings shall be undertaken without the consent of RNPL.

18.3. Invocation of Performance Security

This Clause 18.3 underlines the general and specific circumstances under which RNPL shall have the right to invoke and encash the Performance Security furnished to it by the Contractor.

18.3.1. General Events for Invocation

The following general events shall cause an invocation of the Performance Bank Guarantee and/or the Performance Security by RNPL:

- a) Failure of the Contractor to meet any of its obligations under this Contract;
- b) Failure of the Contractor to procure, renew and maintain necessary Approvals/ Consents and insurances; and
- c) Breach of the representations and warranties provided by the Contractor.

18.3.2. Specific Events for Invocation

The following specific events shall cause an invocation of the Performance Bank Guarantee and/or the Performance Security by RNPL:

- a) Any action initiated against RNPL by any Government Authority, on account of the failure of the Contractor to comply with the various Applicable Laws.
- b) Failure of the Contractor to extend the validity of the Performance Security as per the provisions stipulated at clause 8.5.1 of the Instructions to Bidder (Section-II).
- c) Failure or refusal of the Contractor to pay dues that may be owed to RNPL and/ or accept adjustments in/discounts to the Contract Price payable, in terms of clauses 9, 10, 11 and/ or 27.10 herein.

19.0 Insurance

19.1. The Contractor shall, during the currency of the Contract, obtain and maintain (or cause to be obtained or maintained), at its own cost and expense, all requisite insurance for the Limestone and its supply, including with respect to the OGVs, TFs, and other equipment (by the Contractor and its Subcontractors), in accordance with Applicable Laws and Good Industry Practices, which for avoidance of doubt, include specifically the insurances set forth in Schedule to the Contract:

a) Marine Cargo Insurance during Transport

For 110% of the total Contract Price covering loss or damage occurring while in transit from the LLP until the Limestone Delivery Point. The Marine Cargo Insurance shall be taken minimum to the requirement of Institute Cargo Clause 'A' and Institute Coal Clause and shall also cover the risks of war,

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strike, riots and civil commotion from the Loading Port (the LLP) up to the LDP till completion of discharge of cargo from the vessel.

b) Public Liability Insurance

Covering any legal liability to third parties for bodily injury or permanent disability or death of any person (including RNPL's personnel) and loss of or damage to property occurring in connection with the execution of the Services.

c) Workers' Compensation

Covering workers' compensation, temporary disability and other similar insurance in accordance with the statutory requirements under Applicable Laws.

d) RNPL's Liability

In accordance with the Applicable Laws.

19.2. The Contractor shall keep RNPL protected from any losses from collision, accidents, capsizing, or any other eventuality in respect of which the insurance has been procured, and shall keep RNPL indemnified and held harmless from all liabilities arising therefrom. The cost of obtaining and maintaining of all such insurances shall be included in the Contract Price.

19.3. Providing for itself as the insured, the Contractor shall ensure that RNPL and the Sponsor are designated as the co-insureds in respect of all such insurance policies obtained (or caused to be obtained) by the Contractor, and RNPL shall be designated as loss-payee in respect of all such insurance policies; provided that the amounts recovered from any insurances obtained in respect of any loss or damage to the Limestone, OGV, Transshipment Facilities or loss of life or property, environment, etc. shall in the first instance be applied for the rectification of the damages or compensation for such losses.

19.4. Further, if and to the extent that the Government of Bangladesh can be named as an additional insured on any fire, perils, casualty, and liability insurance policies, the Government of Bangladesh shall be so named by the Contractor.

19.5. The Contractor shall cause its insurers or agents to provide RNPL with certificates of insurance evidencing the policies and endorsements contemplated in this COC Clause 19. The Contractor shall provide RNPL with copies of any underwriters' reports or other reports received by the Contractor from any insurer (if the disclosure is acceptable to such insurer); provided, that RNPL shall not disclose such reports to any other person except as necessary in connection with administration and



enforcement of the Contract or as may be required by any Government Authority and shall use and internally distribute such reports only as necessary in connection with the administration and enforcement of the Contract.

- 19.6. All the insurer's rights of subrogation against such co- insureds/ additional insureds (and their respective agents, representatives, affiliates, officials, employees, and directors), as contemplated in COC Clause 19.2 above, for losses or claims arising out of the performance of the Contract, shall be waived under such policies, and further each such insurance shall also contain appropriate cross liability clauses.
- 19.7. Further the insurances maintained by the Contractor shall be in excess of and not contributory with any insurances otherwise obtained by the said such co-insureds/ additional insureds.
- 19.8. The Contractor shall provide to RNPL copies of all policy or policies of insurance, so obtained by the Contractor for detailed scrutiny and approval. RNPL may accept or reject any insurance policy which in their opinion does not meet the intent of this Clause.
- 19.9. In the event that the Contractor fails to procure and/ or maintain in full force and effect the insurances required to be obtained by it in accordance with this Contract, RNPL may, take out and maintain in effect any such insurances, and may from time to time deduct from any amount due to the Contractor under the Contract any premium that RNPL shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. It is expressly provided that no action on the part of RNPL will in any way change or reduce the Contractor's responsibilities and liabilities under this Contract.
- 19.10. All insurance policies shall provide that the insurance shall not (without approval of RNPL), be cancelled, reduced, restricted, or changed in any material way, without at least thirty (30) days' written notice being given to RNPL (except in the case of non-payment, in which case it will be at least 10 (ten) days prior notice). In the event of any such cancellation, reduction, restriction or change in any insurance, the Contractor shall immediately replace such insurance, with a suitable alternate insurance policy.
- 19.11. The Contractor shall obtain and maintain the aforesaid insurances from financially sound and internationally reputable insurance companies that are first class marine underwriter or P&I Clubs, including in respect of the Transshipment Facilities and the OGVs, in accordance with Applicable Laws and Good Industry Practices.



19.12. The Contractor shall be responsible for all claims related to material loaded but not delivered at the Limestone Delivery Point and shall file all claims with insurance agency. However, in case of any claim settlement, necessary NOC / discharge voucher shall be issued by RNPL in Contractor's favor.

20.0 Default, Suspension and Termination

20.1. Contractor Event of Default

Each of the following events, acts, occurrences or conditions shall constitute a **"Contractor Event of Default"**:

- a) failure to pay any undisputed amounts provided under the Contract by the Contractor;
- b) administration, insolvency, winding up, liquidation of, or other similar proceedings, under the law of any competent jurisdiction in respect of, against the Contractor,
- c) the Contractor breaches or fails to perform any of its obligations under the Contract,
- d) the Contractor fails to perform at least in respect of 80% of the quantity scheduled in two consecutive quarters;
- e) the Contractor fails to perform at least 80% in respect of the yearly quantity for any Contract Year;
- f) Government Authority takes enforceable action in relation to a failure to meet any requirements of Applicable Laws (pay any tax, duty fee, charge, fine or other amount) by the Contractor;
- g) non-receipt, non-renewal or termination of any of the Approvals or Consents, required under the Contract due to the fault of the Contractor;
- h) the Contractor fails to purchase or maintain its Insurance Policies as provided for in Clause 19 of the Conditions of Contract;
- i) the non-receipt or non-renewal of export licenses required by the Contractor;
- j) any material representation or warranty made by the contractor is breached or is found to have been false or misleading
- k) the Contractor fails to comply with any award of an arbitral tribunal or a judgment on appeal therefrom, within ten (10) days of such award or judgment becoming final and unappealable, relating to a dispute with RNPL under this contract;

- l) the Contractor fails to commence the Services within thirty (30) days after the Deemed Commencement Date in terms of Clause 5.2(c), for reasons not attributable to RNPL or reasons other than an Event of Force Majeure;
- m) Not used;
- n) the Contractor stops to deliver Limestone at the LDP for a continuous period of thirty (30) days, for reasons not attributable to RNPL or those other than Force Majeure;
- o) Limestone corresponding to the Shipment is not received at the LDP within forty-five (45) days from the date of Bill of Lading of that Shipment for any reason other than an Event of Force Majeure;
- p) Limestone quality at LDP is outside the specified permissible range of deviation with respect to any of the parameters (when tested from samples collected at LDP) as described in Clause 15.0 of Technical Specification (Section-IV).

20.2. Remedies following a Contractor Event of Default

- a) Upon the occurrence of a Contractor Event of Default which is continuing for more than three (3) business days or such other period as maybe specified under the Contract, RNPL may, in addition to exercising any other rights or remedies available to it under the Contract, promptly notify the Contractor, which notice shall identify the relevant Contractor Event of Default, and thereafter, RNPL shall exercise any of the following remedies, so long as such Contractor Event of Default is continuing:
 - I. RNPL may terminate the Contract provided that such termination may be made with immediate effect in the case of a Contractor Event of Default under Clause 20.1 (b) or under Clause 20.1 (j); and/or
 - II. RNPL may, by written notice to the Contractor, order suspension of the Services or any part thereof.
 - III. RNPL may terminate the Contract, in case of a default as mentioned at clause 20.1 after giving twenty-one (21) days' notice, unless otherwise specified at 20.2(a)(i) or 20.2(a) (ii), in view of the Contractor's failure to rectify the said default.

20.3. RNPL Event of Default

Each of the following events, acts, occurrences or conditions shall constitute a "RNPL Event of Default":

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- a) administration, insolvency, winding up, liquidation of, or other similar proceedings, under the law of any competent jurisdiction in respect of RNPL,
- b) RNPL fails to make necessary payments to the Contractor as due and payable under the Contract;
- c) RNPL fails to comply with any award of an arbitral tribunal or a judgment on appeal therefrom in relation to the Contract within ten (10) days of such award or judgment becoming final and unappealable.

20.4. Remedies following a RNPL Event of Default

Upon the occurrence of a RNPL Event of Default which is continuing for more than three (3) business days, the Contractor may, in addition to exercising any other rights or remedies available to it under the Contract, promptly notify RNPL, which notice shall identify the relevant RNPL Event of Default and thereafter, shall exercise any of the following remedies, so long as such RNPL Event of Default is continuing:

- a) the Contractor may terminate upon thirty (30) days prior written notice to RNPL; and/or
- b) the Contractor may by written notice to RNPL suspend the performance of the Services or any part thereof pending such RNPL Event of Default being cured.

20.5. Other Grounds for Termination

The Parties agree that the Contract may also be terminated:

- a) by written agreement amongst the Parties at any time; or
- b) upon written notice from RNPL to the Contractor, if either the Power Purchase Agreement and/or the EPC Main Plant Contract of RNPL have been suspended/cancelled/rescinded/terminated.

20.6. Final Invoice

- a) Each Party shall within ten (10) days of the date of termination of the Contract, prepare and submit to the other Party, a statement outlining any outstanding amounts, pertaining to or arising out of the provision of the Services by the Contractor under the Contract, which that Party believes are due to it by the other Party. Any disputed amounts may be determined in accordance with Clause 20.

- b) Each Party shall pay any undisputed amount due to the other Party under the preceding paragraph, no later than 15 days from the date of termination of the Contract.

20.7. Termination of this Contract shall be without prejudice to the accrued rights and obligations of the Parties, including with respect to clause 3 (Warranties and Representations), 11 (Contract Price), 18 (Indemnity), 20 (Default, Suspension and Termination), 23 (Limitation on Liability), 25 (Law and Jurisdiction) and 27 (Other Provisions), which shall survive the termination of the Contract.

The Parties agree that the expiry or termination of the Contract shall not in any manner affect any other provision of this Contract which is expressed or intended to survive termination or which is required to give effect to such termination or the consequences of such termination.

21.0 Change of Control

Notwithstanding anything contained in the Contract, if there is a change of control, either direct or indirect, of the Contractor, and RNPL, acting reasonably, is not satisfied as to the likely ability of the Contractor's ability to continue to perform the Contract and fulfill its obligations, RNPL will have the right to terminate the Agreement by giving written notice to the Contractor.

For the purposes of the foregoing, a change in control, shall include (i) a change in the controlling shareholding (or like interest) and/ or (ii) the change in the person(s) that previously held the power to direct the management and policies of the Contractor (whether by contract, directorship or otherwise). A change that results in a modification from joint control to sole control and vice versa shall also be deemed to be a change in control.

22.0 Event of Force Majeure

22.1. For an event or circumstance to constitute an Event of Force Majeure, it shall be an event or circumstance;

- a) which is not reasonably foreseeable and beyond the control, directly or indirectly, of either Party of the Agreement as the case may be; and
- b) which when foreseen could not have prevented and is not avoidable with due diligence having been observed (including, in case of the Contractor, by acting as a Reasonable and Prudent Contractor); and
- c) which is not caused by the gross error or neglect, or the willful default of or the misconduct by or breach of this Contract by the

affected Party or its employees, Personnel, agents or sub-contractors; and

- d) which materially and adversely affected the performance obligations of the affected Party under the Contract;

22.2. Subject to complying with determinant factors set out at clause 22.1 above, an Event of Force Majeure shall only refer to:

- a) an Act of God, being a natural phenomenon, including but not limited to floods, fire, droughts, earthquakes, epidemics or plague, lightening and cyclone; Provided that the foregoing shall exclude minor fluctuations in typical weather or environmental conditions, or ordinary climatic or other conditions applicable to the relevant area;
- b) major breakdowns of the Station or discharging facilities at the LDP;
- c) acts of any Government (domestic or foreign), including but not limited to war, declared or undeclared, hostilities, quarantines, embargoes;
- d) the Access Channel becoming unfit for navigation or Transshipment;
- e) civil disturbances, including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection; and
- f) strikes and lock-outs (in this context, not including strikes and lock-outs by the Contractor/ its Personnel, or other localized strikes and lock-outs) at the ports, navigational channels/paths, the Station or other such restrictions affecting movement within and between the Limestone Loading Point and the Limestone Delivery Point.

22.3. For good order sake, the following events shall not be considered as an Event of Force Majeure:

- a) non-performance resulting from normal wear and tear of the OGVs and/or the TFs (including but not limited to breakdown of equipment and/or machinery) at the LDP or the Limestone Loading Point, or in the course of carriage of the Shipment;
- b) non-performance by a Party of its obligations under the Contract for any reason as a result (A) negligent acts, errors or omissions, (B) willful default, (C) failure to comply with relevant Applicable Laws or (D) breach of obligations under the Contract, caused other than by acts or omissions arising from the occurrence of an Event of Force Majeure;

- c) delay in making machinery and equipment, including the failure to make available the TFs and the barges at the L TS within the prescribed timelines; and
- d) late performance by the Contractor, caused by its acts or omissions or on the part of its sub-contractor or nominees (other than acts or omissions caused by an Event of Force Majeure), or due to the Contractor's failure to hire an adequate number of Personnel or labour, or due to operational inefficiencies on the part of the Contractor.

22.4. On the occurrence of any event identified under Clause 22.2 of this Contract being an 'Event of Force Majeure':

- a) subject to satisfaction of the requirement to give a Force Majeure Notice, an affected Party, affected by such Event of Force Majeure shall be excused from the performance of its obligations hereunder and shall not be construed to be in default (or delayed) in respect of such obligations to the extent that such Event of Force Majeure prevents such affected Party's performance of its obligations and so long as failure to perform such obligations is as directly a result of the Event of Force Majeure and not any other default;

Further, subject to sub-clause (f) of clause 24 herein below, RNPL may at its discretion opt to extend the timelines prescribed for performance of the Contractor's obligations, on satisfaction of the condition that the delay/failure caused in performance is only attributable to the occurrence of notified Event of Force Majeure and no other cause or reason, which may otherwise attributable to the Contractor.

- b) a party which gives a Force Majeure Notice shall be obliged to pursue diligently, all steps reasonably available to it to avoid, minimize, and mitigate the effects of the Event of Force Majeure;
- c) a Party wishing to be excused from the performance of its obligations under the Contract on account of an Event of Force Majeure shall give the other Party notice of such Event of Force Majeure within two (2) days of such Event of Force Majeure occurring ("Force Majeure Notice") and in the absence of such Force Majeure Notice, the affected Party shall not be excused from the performance of its obligations under the Contract for reasons of such Event of Force Majeure;
- d) a Party which has given a Force Majeure Notice shall give notice to the other Party of the end of the Event of Force Majeure, failing which such event shall be deemed to be continuing, with corresponding accumulation of rights in

favour of the other Party to invoke termination rights in accordance with sub-clause (f) below;

- e) In the event that an Event of Force Majeure affects only the Contractor, interrupts the Services under the Contract and the Contractor is unable to provide itself any suitable, temporary satisfactory replacements without delay, RNPL shall have the right to appoint a third party for delivery of any Shipments/performance of the Services during the period when such Event of Force Majeure is reasonably expected to continue;
- f) If as a result of an Event of Force Majeure, a Party is unable to satisfy its obligations under the Contract and/ or the delivery of the Limestone pursuant to the Contract is not possible for a continuous period of six (6} months from the date of notification of Event of Force Majeure pursuant to Clause 22.4(c), or a period of 180 days in any 365 day period, then the Party who has received the above-mentioned notice shall have the right to terminate the Contract by giving a notice in writing (the "Notice of Termination") to the other Party, two (2} months prior to the termination taking effect.

22.5. The liability of a Party in respect of any claim arising out of or relating to the failure by the other Party to fulfil any of its obligations hereunder shall be limited in any event to liability for loss or damage suffered by the Party aggrieved, provided that an indirect loss of profit, or anticipated profit, and/ or any other indirect or consequential loss or damage (other than payment of the Contract Price) shall be excluded from such liability.

23.0 Limitation of Liability

23.1. The liability of a Party in respect of any claim arising out of or relating to the failure by the other Party to fulfil any of its obligations hereunder shall be limited in any event to liability for loss or damage suffered by the Party aggrieved, provided that an indirect loss of profit, or anticipated profit, and/ or any other indirect or consequential loss or damage (other than payment of the Contract Price) shall be excluded from such liability.

23.2. With respect to any liability that may be incurred in terms of clause 23.1 above, the Parties agree that there shall be no cap or ceiling on the extent of the claim of the monetary liability that may accrue to the Party that is responsible for the failure.

23.3. The Contractor agrees that the terms of this clause shall not apply in respect of events, including in respect of which this Conditions of Contract stipulate pre-agreed adjustments/ discounts being effected in payable Contract Price (by RNPL), or claiming other dues, including towards indemnification, and/ or damages (as a remedy available under law or in equity), and with respect to liabilities of the defaulting Party arising in the event of breach of

RPCL *Signature* *Signature* *Signature* *Signature* *Signature*

confidentiality claims, breach of statutory duty, breach of intellectual property obligations, etc.

24.0 Confidentiality

- a) Neither Party shall, at any time, whether before or after the expiry or prior termination of the Contract, without the approval of the other Party, use for purposes outside the Contract or otherwise divulge or suffer or permit its officers, employees, agents or sub-contractors and / or its Personnel to divulge to any person (other than to any of its respective contractors, officers or employees who require any information with respect to or relating to this Contract, to enable them properly to carry out their duties strictly with respect to performance under the Contract), or any information relating to the negotiations concerning the same, any information which may come to a Party's knowledge in the course of such negotiations or otherwise concerning the Services, the operations, contracts, commercial or financial arrangements or affairs of the Parties or any information concerning the performance by the other Party of its obligations under the Contract (including, without limitation, any information relating to the Project, costs, methods of construction, supervisory staff or labour) or any information relating to the performance of the Contract, such as minutes of meetings, and so on.
- b) The restrictions imposed by paragraph (a) shall not apply to the disclosure of any information:
- I. which is now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality,
 - II. which is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same,
 - III. which is required to be disclosed as per the directions/requirement of any Government Authority, or statutory or regulatory authority, having the force of law,
 - IV. to a court, an arbitrator or an officer of any such body or administrative tribunal in the course of proceedings before it to which the disclosing party is a party,
 - V. that RNPL requires to be disclosed in connection with the PPA, or
 - VI. to the financial institutions including the Project Lender(s) or any actual or prospective assignees of the financial institutions, including RNPL and/ or the Independent Engineer, any consultants, accountants, attorneys, engineers or other advisers of the disclosing party, which parties shall also be under an

obligation to maintain confidentiality who require such information in connection with all or any part of the Services or the Project.

- c) The provisions of this Clause shall survive the termination of the Contract.

25.0 Law and Jurisdiction

25.1. This Contract shall be governed by and construed in accordance with the laws of England and Wales.

25.2. Compliance with Laws

The Contractor shall comply with the following, to the extent relevant to the performance of its obligations under the Contract (including, but not limited to, the provision of the Services):

- a) applicable Local Laws and other Applicable Laws;
- b) applicable laws and regulations of the Flag State and Classification Society of the OGVs and TFs;
- c) in relation to the TFs, applicable regulations promulgated by RNPL in respect of the LDP and by the port authority, in a timely manner;
- d) applicable safety and environmental regulations of the Department of Environment, Government of Bangladesh; and
- e) applicable IMO codes and regulations.

26.0 Dispute and Arbitration

26.1. General

Any dispute or difference of any kind whatsoever between RNPL and the Contractor, arising under, out of or in connection with the Contract (including without limitation any question regarding its existence, validity or termination and whether based in breach of Agreement, tort or any other legal doctrine), or the execution of the Services, including without limitation any dispute as to any decision, opinion, instruction, determination, certification or valuation of either Party, whether during the execution of the Services or upon completion thereof and whether before or after the termination, abandonment or breach of the Contract, shall be settled in accordance with the provisions of this Clause 26. The Parties agree to make a diligent, good faith attempt to resolve all disputes in connection with or resulting out of the Contract. This attempt shall first involve amicable discussions between RNPL's representative and the Contractor's representative.

26.2. Notification of Dispute

Each Party shall notify the other in writing when it considers a dispute or difference has arisen and which it wishes to refer to the other Party for amicable settlement. Such notice shall contain sufficient information as to the dispute or difference to enable the other Party to be fully informed as to the nature of the dispute, the amount of any monetary claim and the length of any extension of time claimed to complete the Contract.

26.3. Amicable Settlement

Where notice of dispute or difference has been given under Clause 26.2, the Parties shall attempt to settle such dispute amicably through discussions, before commencement of arbitration, provided that unless the Parties agree otherwise and subject to Clause 26.4, such dispute may be referred to arbitration by either Party, in accordance with Clause 26.4.

26.4. Arbitration

- a) Any dispute in which amicable settlement has not been reached between the Parties, such dispute shall be referred to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce.
- b) The seat and venue of Arbitration shall be Singapore. The language of Arbitration shall be English.
- c) (c) The board of Arbitration shall be composed of three arbitrators, one of whom shall be chosen by the Contractor, one by the RNPL and the third by the two arbitrators so selected by the Parties. If both or either of the Parties fail to choose an arbitrator within fourteen (14) days after receiving notice of commencement of arbitration proceedings, or if the two arbitrators chosen cannot agree upon a third arbitrator within fourteen (14) days after they have been chosen, the International Court of Arbitration of the International Chamber of Commerce shall, upon request of either Party, appoint the arbitrator or arbitrators required to complete the board. The decision of the majority of the arbitrators shall be final and binding on the Parties, including the decision as to the allocation of the costs of such arbitration, and may be entered in any court having jurisdiction.
- d) The written arbitral award shall:
 - I. set forth, in reasonable detail, the facts of the dispute and the reasons for the arbitrators' decision, and



II. be final and binding upon the Parties and enforceable by any court having jurisdiction for this purpose.

- e) The Parties shall continue to comply with their respective obligations under the Contract, notwithstanding any dispute between the Parties, including, without limitation, any dispute that has been referred to arbitration.

26.5. Notwithstanding the seat of the Arbitration being Singapore, the Parties hereby agree that the Courts of Dhaka, Bangladesh, shall have exclusive jurisdiction with respect to any matter arising out of or in connection with the Contract, including in respect of seeking any interim relief in respect thereof.

27.0 Other Provisions

27.1. Amendments

All additions, modifications, amendments or variations to the Contract shall be binding only if made in writing and signed by duly authorised representatives of each of the Parties.

27.2. Costs

Unless otherwise stated herein, each Party shall bear its own costs and expenses incurred in the preparation, negotiation and production of the Contract, including legal, fiscal, financial and engineering consultancy costs, and with respect to stamping and registration requirements.

27.3. Notices

- a) All notices given by either Party to the other under the Contract shall be in writing and shall, unless specifically provided for in the Contract to the contrary, be sent to the address of the other Party as set out below:

To RNPL:

RPCL-NORINCO Intl. Power Limited

(A Joint Venture of RPCL and NORINCO Intl.)
Asian Tower (Level#10), House # 52, Road # 21, Nikunja
2, Khilkhet, Dhaka-1229
Phone: +88 02 55098012-14, 302 (Ext)
Cell: +8801552379158
Email: cs@RNPL.com
Web: www.rnpl.com.bd
Attention:

To the Contractor:

[•]
 Attention
 E-mail: [•];

- b) A notice may be sent by post, facsimile, e-mail or delivered by hand;
- c) Any notice given shall be deemed to have been received by the other Party:
 - I. if posted by OHL, UPS, FEDEX, TNT or any other similar international courier service, on the seventh day after posting,
 - II. if sent by facsimile or e-mail, at the time and day of transmission, and
 - III. if delivered by hand, on the day of delivery, and in each case posting, transmission or delivery shall be proof of service.

provided, however, where notice, advice and/or request are expressly required to be rendered in terms of the clause (s) of this Contract, they shall be deemed to have been properly given when received.

- d) The address, facsimile number and e-mail of the Parties may be changed from time to time, and such changes shall be notified in writing by the Party concerned.

27.4. Project Lender{s}' Requirements

The Contractor hereby agrees and acknowledges, without prejudice to any other provision of the Contract:

- a) that if and so required by RNPL from time to time, the Contractor shall cooperate with RNPL in the delivery of any documents which may be reasonably required in connection with the financing or re-financing of the Project, each in a form reasonably acceptable to RNPL and the Project Lender(s);
- b) it will enter into a direct agreement in a form reasonably required by the Project Lender(s) and agreed between the Project Lender(s) and the Contractor;
- c) to afford to the Project Lender(s) and any person authorised by them, access to the Limestone Mine(s), Limestone Loading Points, Limestone Transshipment Site(s) and any other place in between the Limestone Mine(s) and the Limestone Delivery Point, as may be requested by the Project Lender(s);



- d) that the Project Lender(s) and any person authorised by them shall have the right to view any of the documents comprising the Contract;
- e) that if required by RNPL, all invoices submitted by the Contractor pursuant to the Contract shall be accompanied by such evidence as may be requested by RNPL or the Project Lender(s), in order to satisfy the requirements of any export credit agency or other multilateral body providing financial support in connection with the Project, including but not limited to: details regarding the place of origin and value of goods, materials or services (including places of origin and values related to specific subcontractors); copies of contracts with and invoices from sub-contractors; evidence of payment; certification as to no corrupt payments or practices; and certification as to shipping arrangements.

27.5. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights, other than that expressly stipulated in this Contract.

27.6. Third Party Rights

The Parties to this Contract do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act, 1999, by any person not party to it.

27.7. Entire Agreement

27.7.1. This Contract and the Schedules thereto, along with the Bidding Documents, constitute the entire Contract between the Contractor and RNPL, and shall supersede and extinguish all prior agreements and practices that may be existing between the Parties prior thereto, whether in oral or in written form.

27.7.2. Notwithstanding anything stated above in clause 27.7.1 above, the Parties hereby agree that any pre-contractual statements, warranties, representations and undertakings provided by the Contractor during the bidding process or thereafter during



negotiations with RNPL, shall not be extinguished by virtue of the above clause 27.7.1.

27.8. **Waiver and Remedies**

Any failure of either Party to assert or insist upon the strict performance of any of the provisions of this Contract or to exercise its rights, titles and privileges in the whole or part shall not be considered as a waiver of any such provisions or such rights, titles, and privileges .. Any remedy available hereunder shall be cumulative and shall be in addition to every other remedy available hereunder, at law or in equity.

27.9. **Good Faith Actions**

The Parties hereto agree that in the course of the performance of their obligations in terms of the Contract, including any act or omission in terms thereof, and in the exercise of any discretion that may have been expressly vested in either Party pursuant to the terms herein contained, the Party undertaking an act, or an omission, or while exercising such discretion, shall always act with rationality, prudence and in good faith, and not in a capricious, arbitrary or irrational manner.

The Parties agree that the exercise and enforcement of their rights under this Contract shall at all times remain subject to the foregoing.

27.10. **Price Adjustments due to delay/ shortfall in Supply**

27.10.1. The Contractor shall ensure the delivery of the Limestone at the LDP as per the yearly/quarterly/monthly quantity schedule given by RNPL in terms of the provisions of Clause 10 herein.

27.10.2. In case of any delay and/ or failure to meet the stipulation contained in clause 27.10.1 above, other than those caused on account of an Event of Force Majeure and/or due to reasons attributable to RNPL, the Contract Price payable for the Limestone supplied shall be subject to adjustment/ discount at the rate of **USD 0.30 (thirty cents) per MT** of Limestone for the delayed quantity for each week's delay or part thereof, subject to such discount not exceeding 5% (five percent) of the Contract Price otherwise payable for the delayed/shortfall quantity. Without prejudice to the generality of the foregoing, upon such failure/ delay on the part of the Contractor, RNPL shall, at its sole discretion, be shall be free to make alternate arrangements for supply of Limestone at the LDP from another supplier.

27.10.3. For the purposes of reconciling the quantity of shortfall/ failure of the Contractor to supply Limestone to RNPL in terms of clause 27.10.2 above and carry forward of the same to the scheduled



quantities for the upcoming months, subject to the payment of the adjustment/ discount amounts as provided herein above by the Contractor, the quantity of Limestone supplied by the Contractor for the subsequent month shall first be adjusted towards the shortfall quantity for the previous month and thereafter the quantity shall be considered for the scheduled month.

27.10.4. For the purposes of the adjustment/ reconciliation envisaged in terms of clause 27.10.3 above, inter-se the carry forward quantities, the adjustment towards the quantities for Limestone supplied for a said month shall be applied first towards the shortfall quantity of Limestone for the oldest month in which such a shortfall was carried forward, and then serially for each subsequent month.

27.10.5. For the purposes of undertaking the adjustment/ reconciliation as envisaged in terms of clause 27.10.4 above, for any one month in which the Contractor has short supplied Limestone and has been paid the adjusted/ discounted Contract Price in terms of clause 27.10.2 above, it is hereby agreed that once the ceiling of 5% (five percent) of the Contract Price as adjustable for the delayed/shortfall quantity is breached by the Contractor and the quantity of shortfall remains unadjusted in terms of clauses 27.10.3 and 27.10.4 above, such shortfall quantity shall be deemed to have not been supplied by the Contractor for the purposes of this Contract (i.e. it shall constitute a Supply Failure Quantity).

28.0 Trade and Economic Compliance

28.1. Each Party warrants, represents and undertakes that:

- a) neither that Party nor any person or entity or body on whose behalf or under whose direction that Party acts or assists, or who directly or indirectly owns or controls that Party; nor any person or entity or body who that Party may nominate to facilitate any aspect of this transaction, are or will be a person or entity designated pursuant to any national, international or supranational law or regulation imposing trade and economic sanctions, prohibitions or restrictions (a "**Sanctioned Entity**"); and
- b) entry into and performance of this Contract is not and will not be prohibited or restricted by, and will not expose the other Party, its managed Vessel(s), assets, business, or its employees/personnel/ agents to sanctions, prohibitions or restrictions under any national, international or supranational law or regulation imposing trade or economic sanctions, prohibitions or restrictions (a "**Sanctioned Transaction**").

28.2. Each Party shall comply with all applicable national, international and supranational laws and regulations in the performance of the Contract and shall not use the sums/ goods received under the Contract for any Sanctioned Transaction. The relevant Party shall

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notify the other Party immediately if it, or any person, entity or body on whose behalf or under whose direction it acts, or who it assists, or who owns or controls that Party, becomes a Sanctioned Entity or if the purchase of goods or services under the Contract becomes a Sanctioned Transaction, and will provide on demand any information the other Party may request.

28.3. In the event of any actual breach of the provisions of this Clause 28, the Party not in breach may terminate the Contract by written notice to the Party in breach, and shall have no further liability to the Party in breach.

28.4. The Party in breach of the provisions of this Clause 28 shall indemnify the other Party, its manager and employees on demand against any and all claims, losses, liabilities, damage, costs and fines whatsoever and howsoever arising, directly or indirectly, as a result of any breach of warranty or undertaking or any misrepresentation by the Party in breach under this clause, whether or not the other Party terminates the Contract.

28.5. No act or omission of a Party shall at any time constitute a waiver of this provision.

29.0 Anti-bribery and Corruption

29.1. The Parties agree that in connection with the performance of the Contract, they shall each:

- a) Comply at all times with all applicable anti-corruption legislations and have procedures in place that are designed to prevent the commission of any offence under such legislations, by it or its employees/ personnel/ contractors; and
- b) keep and maintain books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions relating to the Contract.

29.2. Each Party represents and warrants that in connection with the negotiation of the Contract, it has not committed any breach of applicable anti-corruption legislations.

29.3. If either Party fails to comply with any applicable anti-corruption legislations, it shall defend and indemnify the other Party against any fine, penalty, liability, loss or damage and for any related costs suffered by such Party (including court costs and legal fees), arising from such breach/ non-compliance with applicable anti-corruption legislations.

30.0 Government Approvals and Taxes & Duties

30.1. To fulfil the respective obligations under the Contract, the Parties shall obtain all necessary approvals from relevant Government Authorities and other authorities, as may be necessary.

- 30.2. The Contractor shall be responsible for any **export tax, fee** and **other charges** of any nature in the country of origin which currently exists or may be imposed during the Term of the Contract.



Technical Specification (Section-IV)

Rider

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TECHNICAL SPECIFICATION

This section provides all the requirements and technical information needed for the Bidders to fill out their Proposal.

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Attachments:	
Attachments to be considered for information only:	
Attachment 4-1	Deleted
Attachment 4-2.	EIA study report for coal transportation for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project
Attachment 4-3.	Limestone Delivery Point
Attachment 4-4.	Guide for Performing OGVs/Ships/Vessels/Barges
Attachment 4-5.	Proforma of Certificate of Sampling and Analysis
Attachment 4-6.	Sample calculation for arriving cost of Limestone during supply





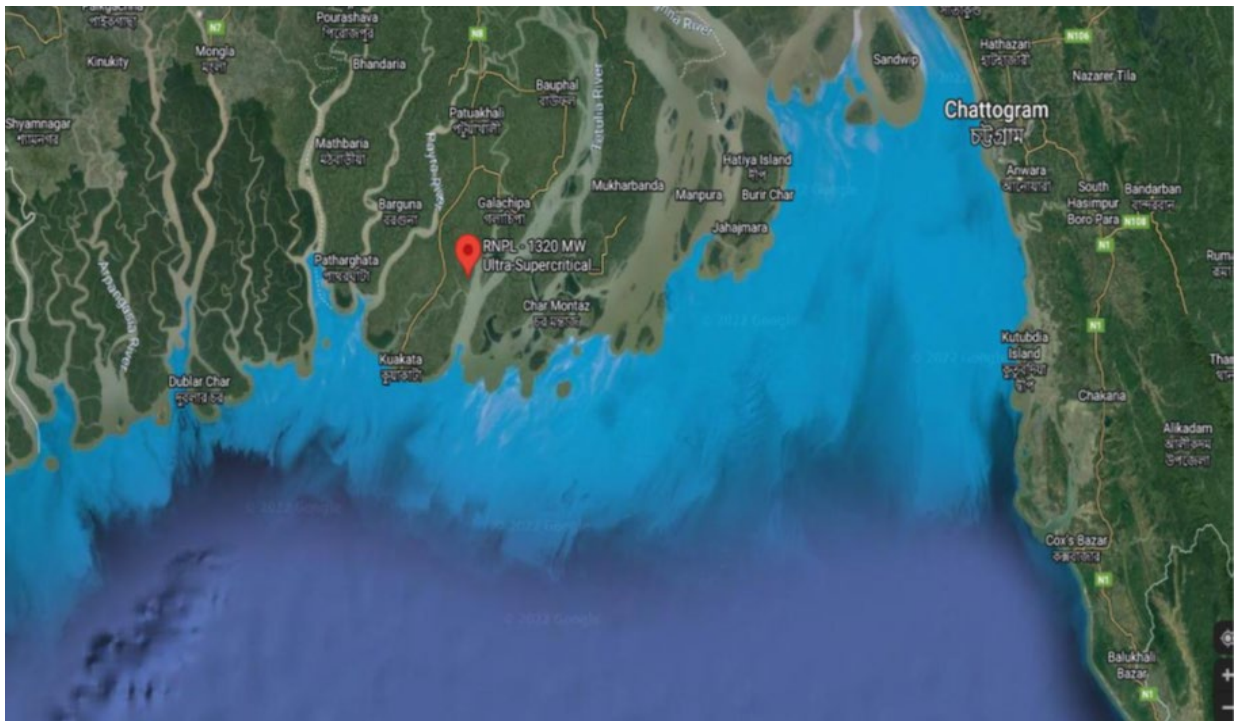


TECHNICAL SPECIFICATION

1. PROJECT SYNOPSIS

Bangladeshi state-owned company Rural Power Company Limited (RPCL) and China's state owned NORINCO International Cooperation Ltd. JV company formed on 50:50 partnership basis with RPCL-NORINCO Intl. Power Limited (RNPL) is implementing Patuakhali 1320 (2x660) MW Coal Based Thermal Power Plant Project.

It is located in the Patuakhali County of the Barisal District in the southern city of Bangladesh, on the west bank of the Rabnabad Channel. It is about 8km away from Kalapara Upazila Township in the southwest, and about 77km and 38km away from Barisal City and Patuakhali County in the north. The proposed supporting jetty project of the power plant is located approximately 7km east of Kalapara Town in Patuakhali District, Bangladesh, the west side of the Rabnabad Channel. The Geographic coordinates of the jetty are 22°0.107'N, 90°18.957'E. The jetty is 340m long and 31m wide and is connected to the T0 transfer station for belt conveyor in land area behind by a trestle and causeway.



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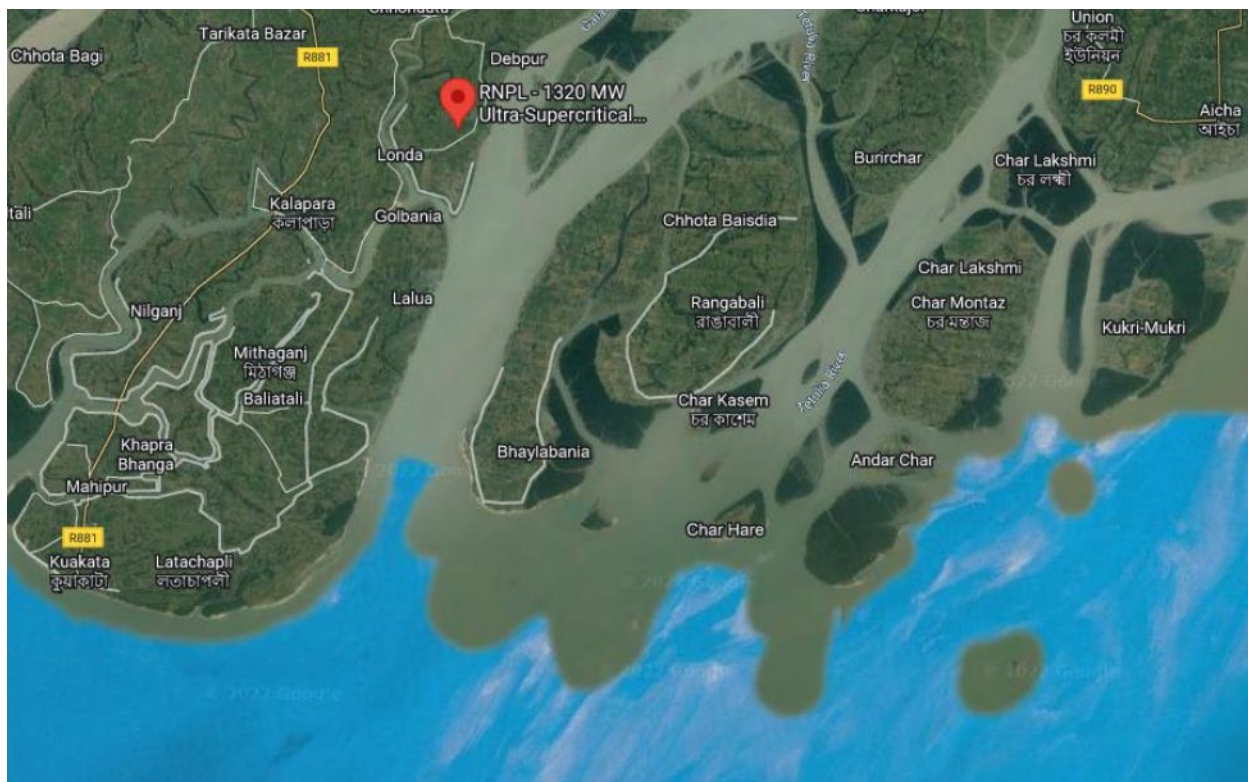


Figure: Location of Patuakhali 1320 (2x660) MW Coal Based Thermal Power Plant Project

2. BRIEF SCOPE OF WORK

The Contractor shall supply Limestone considering the parameters/conditions stipulated in the Bidding Documents, to Plant Jetty (i.e. the Limestone Delivery Point [LDP]) on a single point responsibility basis (i.e. delivered at 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 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/ 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 Plant Jetty.

3. GENERAL INFORMATION

Bidder shall perform all the investigations and due diligence that would include the following as minimum:

- a) Assess the risks which it is assuming under the contract for Limestone Procurement and Supply,
- b) Inform itself completely of the nature of the work, materials, and services necessary for the commencement and carrying out of the Services during the Term as defined in the Conditions of Contract (Section-III),
- c) Inform itself fully as to the physical conditions and restrictions at the Project site, Facility provided at the Plant Jetty, including prevailing weather and current conditions, draft limitations and any other conditions or characteristic at the Site affecting or which may affect its carrying out of the Work;
- d) Inform itself fully about Environmental Impact Assessment ("EIA") report, which the Contractor has to necessarily abide by, while carrying out of the Work for entire duration of the Term of the Contract;
- e) Inform itself of all the applicable Legal Requirements of Government Authorities in relation to the Work as defined in the Conditions of Contract (Section-III);
- f) Inform itself of Applicable Laws relating to shipping and maritime, laws relating to inland waterways, taxes, duties & levies payable and applicable charges, etc. applicable to the carrying out of the Work in accordance with the (a) laws of Bangladesh and (b) laws of other en-route countries outside the territorial limits of Bangladesh which shall be passed through in the course of shipping from the Limestone Loading Point to ensuring delivery at the Limestone Delivery Point.
- g) Inform itself of all the rules and regulations, including export legislations, maritime practices, taxes, duties & levies, applicable charges, etc. in the Limestone-source country.

3.1 WEATHER CONSIDERATIONS

The project is located at southeastern coast zone of Bangladesh. It is subtropics monsoon climate in the project area, wet and warm with rain constantly. There are three seasons in a year: hot season (from March to June), rainy season (from July to October) and cool season (from November to the next February). The mean daily Max. temperature is ordinarily lower than 32°C, the mean daily Min. temperature is about 10°C. Khepupara weather station is located at 7.7 km southwest of project site. The geographic coordinate is 90°14'E, 21°59'N. We use the data of Khepupara climatology station to represent the climate characteristic of local site. Prospective Bidders are advised to verify the data and content of the above-mentioned data, and undertake their own diligence in this regard. ,

3.2 NAVIGATION RESTRICTIONS

Navigation restrictions for movement of OGV and the operation of Transshipment Facilities (TFs), for access to the Transshipment sites located within the PPA's jurisdiction and/ or the jurisdiction of any other port authority whereat the transshipment site is located, and for the Barges that will



navigate to the Limestone Delivery Point (LDP) will be such that is compliant with the requirements issued by the PPA and/ or the jurisdiction of any other port authority whereat the transshipment site is located, as may be applicable, from time to time. The Rabnabad channel comes under the jurisdiction of Payra Port Authority and the following drafts are being maintained by them.

- a) The Channel bar will have a up to 10.4 m available draft;
- b) The berthing area of the LDP will have available draft of 5.1m.

However, Bidder has to update himself regarding the draft availability time to time from Payra Port Authority. Deployment and Navigation of barges/vessel shall be done in consultation with PPA. All the clearances from the PPA shall be in the scope of Bidder.

For the purpose of the bidding, bidders are advised to collect details regarding size and length of permitted OGVs and other restrictions from the Payra Port Authority and/ or the jurisdiction of any other relevant port authority, as may be applicable.

3.3 ENVIRONMENT IMPACT AND ENVIRONMENT COMPLIANCE

The EIA report for Coal Unloading and Transportation for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power plant is submitted and under approving procedure from DoE. The same approved EIA report shall also be applicable for Limestone transportation too. Hence, bidders will have to go through the approved EIA Report and consider the stipulations/ requirements while performing the transportation/ transshipment works under the Contract.

It is the Contractor's responsibility to fully comply with the environment compliances. Prospective bidders are advised to refer Conditions of Contract (COC) Section-III, Clause - 7.15 (Environmental Compliance) in this regard.

4. TERMS OF CONTRACT

A brief summary of main contract conditions/ stipulations in the Conditions is provided hereunder for the Bidders' reference and consideration:

- I. Contract period ("Term"): 2 years from the Commencement of Supply with a provision for extension for another one (1) year on mutual agreement basis. The Term of the Contract may be further extended by another period of one (1) year upon written agreement between the Parties, subject to the Contractor's performance of the Services to the satisfaction of RNPL. The Annual Quantity for the extended period of the Contract may change subject to mutual agreement between the Parties.
- II. Payment method: Based on price per metric tonne of limestone delivered at Limestone Delivery point (LDP) as quoted in the Bid-Financial Proposal.

The detailed terms of Contract on which Bidders shall quote their Proposal(s) are included in the Conditions of the Contract (COC), Section-III and Technical Specifications, Section-IV of the Bidding Documents.

5. DETAILED SCOPE OF WORK

The Contractor shall supply Limestone as per the specifications set out in the Technical Specification to the Plant Jetty, on a single-point responsibility delivery basis (Delivered at Plant Jetty), including but not limited to arranging vessels, stevedoring, handling, storage, cargo insurance, port clearances, arranging and ensuring transshipment (if required) and barge operations, loading, transportation, operation of hatch covers, draft survey, quality sampling and analysis bunkering and pilotage services, arranging and deploying tug boats, berthing/ mooring at the transshipment site (if required) and delivery at Plant Jetty, etc. All other related activities, including clearing and forwarding of the consignments, such as in respect of Customs Clearance, coordination with Ports/ port authorities and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination at load port and any other intervening ports and at the transshipment site (if transshipment required), handling agents, etc. shall also be part of Scope of Work of the Successful Bidder.

Unloading of Limestone from Lighter Vessels/ Barges at the LDP shall be done by a Ship Unloader, which has been provided at the Plant jetty by RNPL. Operation of Ship Unloader shall be in the scope of RNPL.

The Contractor shall further have to arrange for requisite plots at the port other than LDP, for storage of Limestone to be procured by RNPL, if required. The Contractor shall be responsible and liable for all delays arising out of non-availability of adequate plots at port. RNPL in no circumstances shall be responsible for such delay and/or be liable for any claim on such account. Also, the Contractor shall not hold RNPL responsible for such delays under any circumstances.

The Contractor shall alone be responsible for watch and ward of the limestone stock at such plots at port(s). It shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior limestone, extraneous material etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Contractor.

5.1 Following are the Limestone quantities, year-wise defined, for the purpose of bidding. Actual Annual/ yearly limestone quantity will be demanded at RNPL's option within the defined limits.

SI No.	Year	Quantity (Metric Tons)
1	1st	50,000
2	2nd	50,000

The annual quantity as well as total contracted quantity for the Term mentioned above may vary within a range of $\pm 20\%$. Any change in annual quantity beyond the purview of the aforesaid limit will be discussed and mutually agreed to between RNPL and the Contractor and shall be dealt as per the provisions of contract.

RNPL shall provide yearly, quarterly and monthly Limestone quantity, as described in Conditions of Contract (COC) Section-III, Clause - 10 (Limestone Quantity).



5.2

The Bidders shall consider in their proposals to perform limestone supply (delivered at the Plant Jetty) on single point responsibility basis as mentioned above, subject to the terms of the Contract (including provisions as to other obligations and risk and title transfer as contemplated under the Contract). This entails the following activities as minimum for smooth and trouble-free operation of all activities in supply chain, including but not limited to:

- a. Limestone supply from Limestone mines or any other source (to be intimated to RNPL) to Limestone Load Port (LLP) for loading onto OGVs;
- b. Shipping of Limestone by OGV from LLP to Limestone Transshipment Site(s) (LTS); if Bidder envisages transshipment.
- c. Transshipment Services includes discharge of Limestone from OGVs, loading to self-propelled Barges and carriage of Limestone in the Barges from the L TS to the LDP. At LDP, Limestone will be unloaded by RNPL. Transshipment operation can be performed Off-shore or On shore.
- d. Off-shore and onshore transshipment should be performed within Bangladesh. The Contractor should abide by all applicable laws and regulations of Payra Port Authority (PPA), DoE and any other relevant regulatory authorities of Bangladesh.
- e. Obtaining clearances/permission etc. required for transshipment at locations other than those identified in PPA Jurisdiction as mentioned above shall be in the scope of the bidder and shall be sole responsibility of the bidder;
- f. Arranging vessels, stevedoring, handling, storage, port clearances, arranging transshipment and barges, loading & unloading, transportation, draft survey, quality sampling and analysis, bunkering and pilotage services, arranging and deploying tug boats, berthing/ mooring at the transshipment site and as envisaged in terms of clause 7.6 below, etc.;
- g. Plant jetty is the Limestone Delivery Point (LDP). This is built and owned by RNPL as described in Attachment 4-3 to this section. Unloading of the barges/vessels at LDP shall be performed by Ship Unloader. Ship Unloader shall be operated by RNPL;
- h. All the facilities and services required to perform the work and services mentioned above including the ancillary services, i.e. service boat/workboat, trimming and cleaning equipment, fenders, etc., shall also be the in the scope of work of the bidder/ Contractor;
- i. The Contractor shall alone be responsible for watch and ward of the Limestone for the Term;
- j. The Contractor shall also be responsible for arranging insurance for the marine cargo, Customs clearance, all other clearances as may be required for transportation, all liaison and coordination, payment of taxes and duties, payment of port charges, navigation charges etc. and all other requirement as stipulated in







Section-II (Instructions to Bidder) and Section-II I (Conditions of Contract) of this Bidding Document;

- k. The transportation solution should be reliable, efficient and with a suitable degree of redundancy to counter-balance the supply chain's choke points (i.e. slowdowns or stoppages such as OGV or barge delay, waiting for port services, labor stoppage, weather and tide constraints, maintenance or breakdowns, etc.);
- l. Scope of Work shall also include the following aspects:
 - I. Guarantee a smooth and continued feeding of limestone to the Facility round the year;
 - II. Find the best use of facility at Limestone receiving terminal (Plant Jetty) by scheduling vessel accordingly;
- m. Scope of Work shall also include the following aspects:
 - I. Overall cost effectiveness;
 - II. Quality of Services;
 - III. Reliability of Services;
 - IV. Environmental sustainability;
 - V. Flexibility of the Services.
- n. Contingency Plan:
Scope shall also include the contingency plan in the event of any unforeseen situations wherein the supply of limestone to the plant is affected. The Contractor shall keep ready the contingency plan and keep RNPL informed so that uninterrupted services can be ensured. All charges to meet the requirement shall be to the account of Contractor;
- o. Any other work/ services not specifically mentioned but may be required for successful performance of the contract.

6. DELIVERY SCHEDULE

RNPL shall provide schedule for yearly, quarterly and monthly Limestone quantity as described in Conditions of Contract (COC) Section-III, Clause - 10 (Limestone Quantity).

7. MINIMUM TECHNICAL REQUIREMENTS

7.1 SPECIFICATION OF LIMESTONE:

The Limestone to be supplied under the contract shall be as per the specified range for quality parameters as mentioned in the table-1 below. Limestone having specifications beyond the specified range of the technical parameters shall not be loaded in the vessel at the load port.

The Bidder shall provide the details in Attachment -4 of Technical Proposal as per proforma placed in Section V(A) of the bidding document.

Table – 1

Sl No.	Chemical Analysis	Dimension	Value
1	CaCO ₃	Weight-%	>90%
2	CaO	Weight-%	≥50.4
3	MgO	Weight-%	≤2

4	SiO₂	Weight-%	≤2
5	Particle size	mm	≤20

Notes:

- I. Bidder must ensure that the purity of limestone (Percentage of CaCO₃ by weight - mentioned at SI. No 1 in the Table -1 above) must be more than 90%. The shipment with purity of limestone ≤ 90% shall be liable for rejection by RNPL.
- II. Bidder to ensure that limestone chemical parameters mentioned at SI. No 2 to 5 in the Table-1 above shall be within the specified limit. In case, the parameters are found to be outside the limit, then RNPL shall assess the limestone for acceptance provided it shall not hamper the performance of the system/equipment. RNPL decision shall be final for acceptance/rejection.

7.2 SHIPPING

The Contractor shall employ OGVs/Ships/Vessels/Barges for transportation. The OGV /Ship/Vessel/Barge employed for transportation shall be compliant with the requirements as listed in Attachment 4-4 to the section.

7.3 TRANSSHIPMENT

Transshipment operations can be performed off-shore or on-shore. Off-shore and on-shore transshipment can be done only within Bangladesh territory.

Off shore transshipment point could be within jurisdiction of Payra Port Authority (PPA), or any other location inside of Bangladesh. The transshipment point needs to be selected by the contractor through detailed study at its own responsibility

Transshipment operation from the LTS up to the LDP shall be performed using the transshipment equipment maintained in good working condition, to make the limestone delivery uninterrupted. Transshipment Facilities shall be of high quality in compliance to all applicable law of that region. The size of the barges/Lighters/Shuttle vessels/Partially loaded OGV shall be complying EIA requirement and shall be deployed in consultation with PPA, considering the available draft and size of navigation channel at Rabnabad channel.

Barges/Lighters/Shuttle vessels/Partially loaded OGV shall be of higher capacity within the maximum dimension allowed so as to minimize the number of trips in the Rabnabad channel in line with EIA approval. Barges of having capacity more than 2000 DWT shall not be deployed in any case. Barges shall be self-propelled (towed barges are not allowed) and with hatch covers and should follow PPA guidelines. Further, the sizes of the barges and hatch opening shall be compatible with the ship unloader for uninterrupted and safe unloading operation. Bidders are advised to check the data/restriction/facilities etc. with the PPA or the other port authorities, as may be applicable, from time to time.

7.4 MOORING SYSTEMS

The Contractor shall ascertain and arrange necessary mooring systems as may be required for smooth loading / unloading and transshipment operations, at their own cost. It shall be the Contractor's responsibility to obtain relevant approvals in this regard from the concerned authority.

The mooring facilities available at the Plant Jetty will be extended to the Contractor for its use by RNPL. The details in this regard are mentioned in Attachment 4-3 to this section.

7.5 RULES, REGULATIONS AND STANDARDS

The Limestone transportation including transshipment (if envisaged by Bidder) and barging shall be environment-friendly and designed to meet the requirement of applicable laws, national and international standards, rules of international association of classification societies, IMO 2020 for fuel and of the Ballast Water Management System, MARPOL 78 (SOPEP), IOPP, ISPP, IAPP as well as local regulation. In addition to above, it shall be the Contractor's responsibility to adhere to local requirements of Bangladesh, as may be applicable.

8 PRICING METHODOLOGY AND REFERENCE INDICES:

Bidder needs to quote the price in the price schedule as enclosed with the Bidding Document. The Limestone Contract Price (Delivered at Plant Jetty) basis after adjustment for variation in applicable indices shall be determined as follows:

Total Quoted CIF Price(P) shall not be subjected to any adjustments and shall remain fixed for the duration of contract.

8.1 PRICE ADJUSTMENT:

Deleted

9. QUANTITY DETERMINATION:

- I. The Contractor shall be responsible for draft survey at Limestone Loading Point (LLP), Limestone Delivery Point (LDP) and elsewhere in the supply chain, as may be necessary. The weight of each shipment of limestone shall be determined upon loading of the vessel at the LLP and at the LDP, by draft survey by Independent Draft Surveyor, appointed by the Contractor with the approval of RNPL. The cost of draft survey shall be to Contractor's account.



- II. The Independent Draft Surveyor shall inspect all holds of the vessel prior to loading to ensure that all the holds are thoroughly clean and free of foreign material. The Independent Draft Surveyor shall provide a certificate of hold cleaning to the Contractor with a copy to RNPL.
- III. Each Party shall have the right to attend or appoint their representatives to attend, at such party's expense, the draft survey of each vessel.
- IV. The Independent Draft Surveyor shall issue a Certificate of Weight at the LLP to the Contractor, with a copy to the RNPL, and that weight will correspond to the Bills of Lading and weight for the purpose of Interim Payment.
- V. Quantity determination of limestone determined at Plant Jetty (LDP) shall be considered as quantity delivered to RNPL under the contract. However, the quantity determined shall also be subjected to adjustment/variation due to quality variation as elaborated at clause No. 15.
- VI. If it is found that the quantity as received as the LDP is higher than the bill of lading quantity, the payment shall be restricted to Bill of Lading quantity. In case the quantity as received as the LDP is lower than the Bill of Lading quantity, the quantity as received at the LDP shall prevail for the purpose of payment.
- VII. All other charges like Demurrage (except for when the same accrues on account of reasons attributable to RNPL), Dispatch, Wharfage, Overloading/ Under-loading charges, etc., as applicable for Ports, etc., shall be to the account of the Contractor.

10. QUALITY INSPECTION:

- I. The bidder is free to source the limestone from any mines or exporters or traders provided the quality of limestone must be as per the requirement as specified in clause 7. If the bidder decides to source limestone from more than one mine/exporter/trader, the quality of the limestone too must be as per the requirement as specified in clause 7.
- II. Quality determination of limestone shall be done at the LLP and the LDP. However, Quality of limestone will be final based on the inspection results of the samples taken at Plant Jetty (the LDP) and payments thereof will be based on such determination at the LDP.
- III. The Contractor shall be responsible for sampling and testing of limestone samples at the LLP, the LDP and elsewhere in the supply chain, as may be necessary. The sampling and testing of limestone in each vessel shall be determined by an internationally reputed and accredited Inspection Company, to be appointed by the successful bidder/ contractor, with the approval of RNPL.
- IV. The costs towards limestone sampling and analysis and testing at various points i.e. LLP, LDP and elsewhere shall be borne by the Contractor.
- V. RNPL either directly or through its authorized representative or through an Independent Inspection Agency appointed by it at its discretion and cost can carry out random checking of the sampling and analysis process at the LLP and/or the LDP and validate the quantity and quality parameters established by Successful Bidder as above.
- VI. A certificate as per Attachment 4-5 "**CERTIFICATE OF SAMPLING AND ANALYSIS**" to this section shall be issued by the Inspection Company, with a copy to the RNPL, certifying each item specified the specification of limestone for each shipment ("Certificate of Sampling and Analysis"). The determination of quality shall be made from the composite

of samples extracted for each shipment by the Inspection Company in accordance with ASTM standards and requirements which will be representative of the total shipment. Three (3) sets of Samples (each at the LLP and the LDP) will be prepared for each vessel and distributed as follows:

Sample 1: Sample 1 will determine the analysis of the limestone shipment by the Inspection Company for invoicing purposes.

Sample 2: Sample 2 will be sent to the RNPL

Sample 3: Sample 3 will be an Umpire Sample to be kept by the Inspection Company at a place other than the limestone load port country (the LLP), as may mutually be agreed by RNPL and Contractor for a minimum of 90 days after the sailing of the shipment from the Load port (the LLP).

Either Party may within 60 days of receipt of the Inspection Company's Certificate of Sampling and Analysis at the LDP challenge the quality of Limestone of the shipment and call for the Umpire Sample. The Umpire Sample will be tested by another internationally reputed and accredited inspection company outside the limestone source country nominated by RNPL with the consent of the Contractor. The Umpire Sample result shall be final and conclusive. The cost of quality testing of Umpire Sample shall be to the account of the party against which the Umpire Sample result goes. Payment of Limestone shall be adjusted based on the Umpire Sample result if the result goes against the Contractor.

VII. Each Party, at such Party's expense, shall have the right to attend or appoint representatives to attend the taking and preparation of samples as well as the laboratory analysis of such samples.

11. STANDARDS FOR QUANTITY AND QUALITY DETERMINATION

The sampling and analysis of limestone shall be performed in accordance with the relevant latest procedures and standards of the American Society for Testing and Materials ("ASTM"). The weighing of limestone by draft survey shall be performed in accordance with the relevant standard and procedure identified in UN and/or ASTM. All the standards shall be their latest editions, as on the date of opening of Technical Proposal.

Bidders have to indicate all relevant UN and ASTM codes and standards procedure used in the contract. This shall be discussed and finalized after award of contract. One set of hard copy & soft copy of all relevant applicable codes, standards and procedures shall be provided by the successful Bidder within 2 months of award of contract. The successful Bidder has to submit the procedure for Quantity measurement and Quality analysis for RNPL's approval.

Notwithstanding the foregoing, the ASTM standards for Sampling, Preparation and Testing are mentioned below, and shall be applicable to the Contract:

Parameter	At Load Port (LLP)/ Discharge Port (LDP)
Sampling and Preparation	
Standard Practice for Sampling, Sample Preparation	ASTM C50 / C50M
Testing and Analysis of Limestone samples	
Standard Test Methods for Chemical Analysis of Limestone	ASTM C 25

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Standard Test Methods for Physical Testing of Limestone	ASTM C 110-20
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12. REJECTION:

Utmost precaution shall be exercised by the Contractor at the time of loading of vessel at LLP. Limestone having specifications beyond the specified range of the Technical Parameters as per table-1 at clause 7.1 of this section, as determined by the Certificate of Analysis at the LLP, shall not be loaded in the vessel at the LLP. The Limestone of specification beyond the specified range of the Technical Parameters as per table-1 at clause 7.1 at the LLP or as delivered at the LDP, shall be liable for rejection by RNPL. RNPL shall not be held responsible for any financial loss to the Contractor in any circumstance in case of rejection. Any quantity of Limestone so rejected by RNPL pursuant to the Contract shall be deemed to not have been supplied by the Contractor for the purposes of the determination of the deficiency/shortfall in supply by the Contractor (and Contractor's liability for failure to supply any quantities shall take into account such quantities so rejected).

13. CONTRACTOR'S LIMESTONE QUALITY WARRANTY

The Contractor warrants that:

- I. Each shipment of Limestone shall be of good quality and prescribed quantity, shall not be sticky during unloading and shall be substantially free of all impurities such as wood, iron, nonferrous materials, blast materials or other foreign materials, whether emanating from mining operations, storage, handling, loading or otherwise;
- II. No organic contaminant or any other material other than water added for purposes of dust suppression has been intentionally added to any shipment of Limestone;
- III. No salt has been added to any shipment of limestone for any reason;
- IV. Limestone shall not cause difficulty with stickiness or dust dispersion when it is unloaded, handled and processed by RNPL. If during unloading there are any handling difficulties relating to stickiness, dust and oversize, RNPL shall have the right to determine whether to accept the limestone or not (i.e. reject it, in which event Clause 12 above shall apply), without any liability of charges to RNPL. RNPL shall also not be held liable for increase in unloading time at LDP owing to the above reasons.
- V. At RNPL's option, RNPL may appoint an internationally respected Inspection Company to survey the Limestone for any foreign materials at the LDP. All expenses relating to the inspection shall be to the account of the successful Bidder, if the inspection discloses excessive foreign materials or stickiness in the limestone.

14. EVENT OF DEAFULT ON ACCOUNT OF QUALITY

The limestone shall be tested at LLP and LDP. The limestone supplied should be compliant and should be within the specified range of the Technical Parameters strictly as provided in the Table-1 at clause 7 of this section.

If in any year, it is noticed that more than one shipment of limestone, the purity of limestone (Percentage (%) of CaCO₃ by weight) is $\leq 90\%$ (when tested from samples collected at the LDP), this shall constitute a contractor's event of default and shall be dealt with as per the provision of the Contract, as set out in Section III (COC) of the Bidding Document.

15. ADJUSTMENT ON QUALITY VARIATIONS (LIMESTONE PURITY)

In the event of variation in the purity of limestone (Percentage (%) of CaCO₃ by weight) as shown in the Sampling & Analysis report, upon sampling and analysis at the LDP, with respect to declared value indicated in the Price Schedule, adjustment to the price shall be carried out as per the formula provided hereinafter.

a) ADJUSTMENT IN CASE OF VARIATION IN LIMESTONE PURITY:

I. For "90 % < Limestone purity (R_p) < Declared purity (D_p)(as indicated in the Price Schedule)"

The adjusted price of shipment shall be calculated as hereunder;

$$\text{Cost of shipment} = Q \times P \times [1 - \{(D_p - R_p) \times 0.01 \times 1.5\}]$$

Where

Q: Quantity of Limestone received at LDP in MT

P: Total Quoted CIF price of Limestone as per Clause 8.0

D_p : Declared Purity of Limestone as indicated by Bidder in the Price Schedule

R_p : Purity of Limestone as per certificate of Testing and Analysis at LDP

II. For Limestone purity (R_p) $\leq 90\%$

If the actual purity of limestone of a shipment as stated in the certificate of Analysis at LDP is $\leq 90\%$ and the shipment qualifies for rejection as per clause 12, RNPL at its sole discretion, may accept the shipment, however in such case the adjusted price of shipment shall be calculated as hereunder;

$$\text{Cost of shipment} = Q \times P \times [1 - \{(D_p - R_p) \times 0.01 \times 3\}]$$

Where

Q : Quantity of Limestone received at LDP in MT

P : Total Quoted CIF price of Limestone as per Clause 8.0

D_p : Declared Purity of Limestone as indicated by Bidder in the Price schedule

R_p : Purity of Limestone as per certificate of Testing and Analysis at LDP

- b) No adjustments on quality shall be applied in case of limestone purity of the supplied limestone if found to be more than or equal to declared purity
- c) For the purposes of price adjustment on account of limestone quality variation, limestone quality vessel-wise samples shall be taken from each vessel at LDP from the particular shipment as per ASTM Standard. However, the number of samples shall not be less than two or as per relevant standard whichever is higher, from each vessel at the LDP. All samples collected from one vessel shall then be mixed together so as to form a homogenous mixture. The mixture shall then be divided into three equal portions and shall

be treated as mentioned at Clause 10 above. Weighted average of the quality analysis results at LDP from all vessels for a shipment shall be done for the purpose of settlement of payment. The above sets out the basic manner of sampling for quality analysis; however, a detailed procedure in this regard, consistent with the foregoing stipulations, shall also be submitted by successful Bidder for RNPL's approval after award of contract.

16. RECONCILIATION/ADJUSTMENTS

Reconciliation and adjustment, if any shall be done as per the provisions mentioned in the Conditions of Contract (Section-III).

17. CEILING OF LIMESTONE PRICE IN CASE OF DELAYED DELIVERY

In case actual date of receipt of limestone at the LDP is beyond the delivery schedule for the entire scheduled quantity, due to reasons attributable to the Contractor, the lower of the 'prices as applicable with reference to the date of Bill of Lading' and the 'prices as applicable on last day of Delivery Schedule' shall be the ceiling price applicable for the receipts of limestone beyond the Delivery Schedule.



ATTACHMENTS FOR TECHNICAL SPECIFICATION (SECTION-IV)

Rider

4/1

4/1

4/1

4/1

ATTACHMENT 4-1

(Deleted)

R. R.

M.

g. j.

g. j.

g. j.

ATTACHMENT 4-2

[The EIA report for Coal Unloading and Transportation for Patuakhali 1320 (2×660) MW Coal Fired Thermal Power plant will be attached here after the approval from DoE]



ATTACHMENT 4-3- Limestone Delivery Point (LDP)

1. The plant general berth (For Limestone and general cargo) is 80m long and width is 31m.
2. The general berth can accommodate one 2000 DWT barge.
3. Main Dimensions of the Design Typical Barge

Typical Barge	Main Dimensions (Length×Width×Molded Depth× Draft)(m)
1×2,000DWT Barge	60×11×3.6×2.4

4. The design bottom elevation of the berthing area of the general berth is 5.1m.
5. The width of the berthing area for the 2000DWT bulk carrier is 22m.
6. “Minimum Average Unloading Rate at LDP = 100 t/h” (One Hundred Tonne Per Hour)
7. The turning basin is 180m×120m for the general berth. The design bottom elevation of the turning area is -3.2m.
8. There is one 16t grab type fixed crane and a 40m³ fixed hopper on the jetty. The specifications of the fixed crane are as follows-

Name		Parameter
Lifting Capacity		Hook 16t Grab 16t
Working Range		R8.5m-26m
Working Level		A8
Working Speed	Hoisting Mechanism	Fully Loaded 40m/Min
	Slewing Mechanism	1.35r/Min
	Luffing Mechanism	35m/Min
Lifting Height	Above Rail Surface	20m 12m
	Below Rail Surface	11m
Tail Turning Radius		<6.8m

9. 350kN bollards and AN400H rubber fenders have been used in the Limestone Loading Point
10. Navigational Aids: Two Light Beacons, One Buoy
11. The following drawings are provided as annexures:
 - General Layout of Jetty
 - Arrangement Drawing of handling System



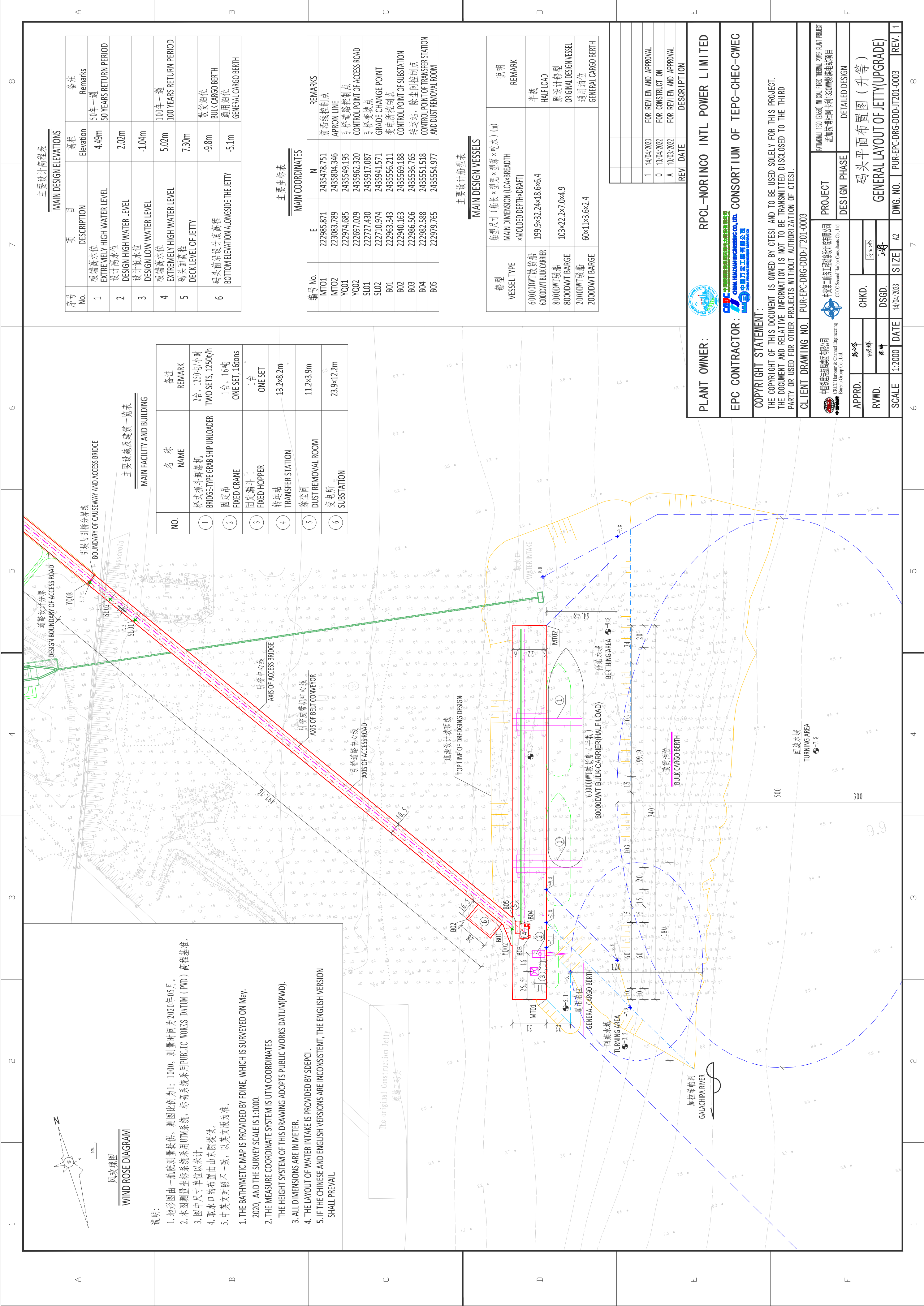




➤ Arrangement Drawing of General Berth

Please note that the above drawings are for information purposes only. They are the property of RNPL and must not be used directly or indirectly in any way detrimental to the interest of the company.





主要设计高程表				
MAIN DESIGN ELEVATIONS				
序号 No.	项 目 DESCRIPTION	高程 Elevation	备注 Remarks	
1	极端高水位 EXTREMELY HIGH WATER LEVEL	4.49m	50年一遇 50 YEARS RETURN PERIOD	A
2	设计高水位 DESIGN HIGH WATER LEVEL	2.02m		
3	设计低水位 DESIGN LOW WATER LEVEL	-1.04m		
4	极端高水位 EXTREMELY HIGH WATER LEVEL	5.02m	100年一遇 100 YEARS RETURN PERIOD	B
5	码头面高程 DECK LEVEL OF JETTY	7.30m		
6	码头前泊设计底高程 BOTTOM ELEVATION ALONGSIDE THE JETTY	-9.8m	散货泊位 BULK CARGO BERTH	
		-5.1m	通用泊位 GENERAL CARGO BERTH	

主要坐标表				
MAIN COORDINATES				
编号 No.	E	N	REMARKS	
MT01	222985.871	2435478.751	前沿线控制点	C
MT02	223083.789	2435804.346	APRON LINE	
YQ01	222974.685	2435549.195	引桥趸露控制点	
YQ02	222697.029	2435962.320	CONTROL POINT OF ACCESS ROAD	
SL01	222727.430	2435917.087	引桥变坡点	
SL02	222710.974	2435941.571	GRADE CHANGE POINT	
B01	222963.343	2435556.211	变电所控制点	
B02	222940.163	2435569.188	CONTROL POINT OF SUBSTATION	
B03	222986.506	2435536.765	转运站、除尘间控制点	
B04	222982.588	2435551.518	CONTROL POINT OF TRANSFER STATION	
B05	222979.765	2435554.977	AND DUST REMOVAL ROOM	

主要设计船型表				
MAIN DESIGN VESSELS				
船型 VESSEL TYPE	船型尺寸 (船长×型宽×型深×吃水) (m) MAIN DIMENSION (LOA×BREADTH ×MOLDED DEPTH×DRAFT)	说明 REMARK		
6000DWT散货船 6000DWT BULK CARRIER	199.9×32.24×18.6×6.4	半载 HALF LOAD	D	
8000DWT驳船 8000DWT BARGE	103×22.2×7.0×4.9	原设计船型 ORIGINAL DESIGN VESSEL		
2000DWT驳船 2000DWT BARGE	60×11×3.6×2.4	通用泊位 GENERAL CARGO BERTH		

REV	DATE	DESCRIPTION
1	14/04/2023	FOR REVIEW AND APPROVAL
0	13/04/2022	FOR CONSTRUCTION
A	10/03/2022	FOR REVIEW AND APPROVAL

PLANT OWNER:

EPC CONTRACTOR:
CHINA HUACHUAN ENGINEERING CO., LTD.
中国华电工程集团有限公司

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CLIENT DRAWING NO. PUR-EPC-DRG-DDD-JT201-0003

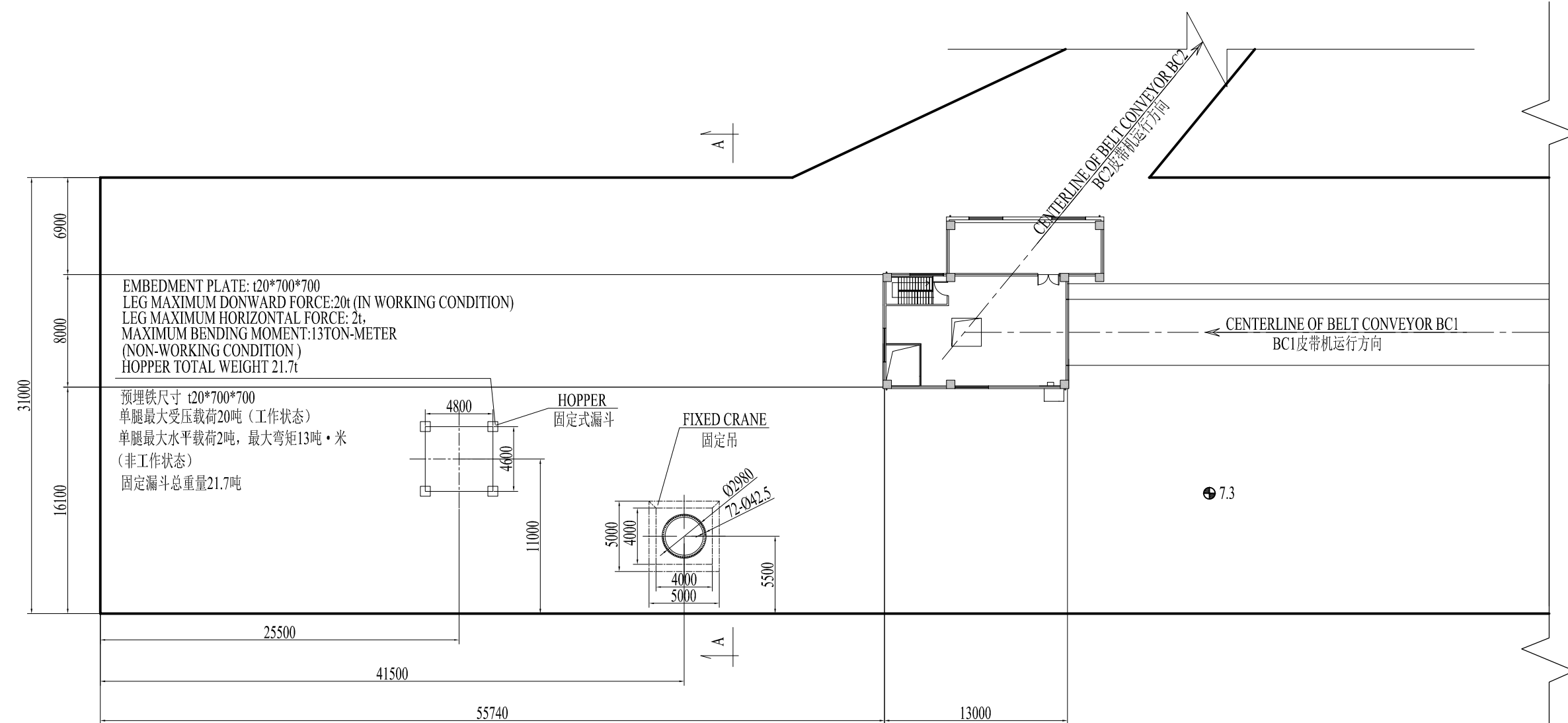
CCCC Harbor & Channel Engineering
中交第二航务工程局有限公司
Beihai Group Co., Ltd.

PROJ-ECT
DESIGN PHASE
DETAILED DESIGN

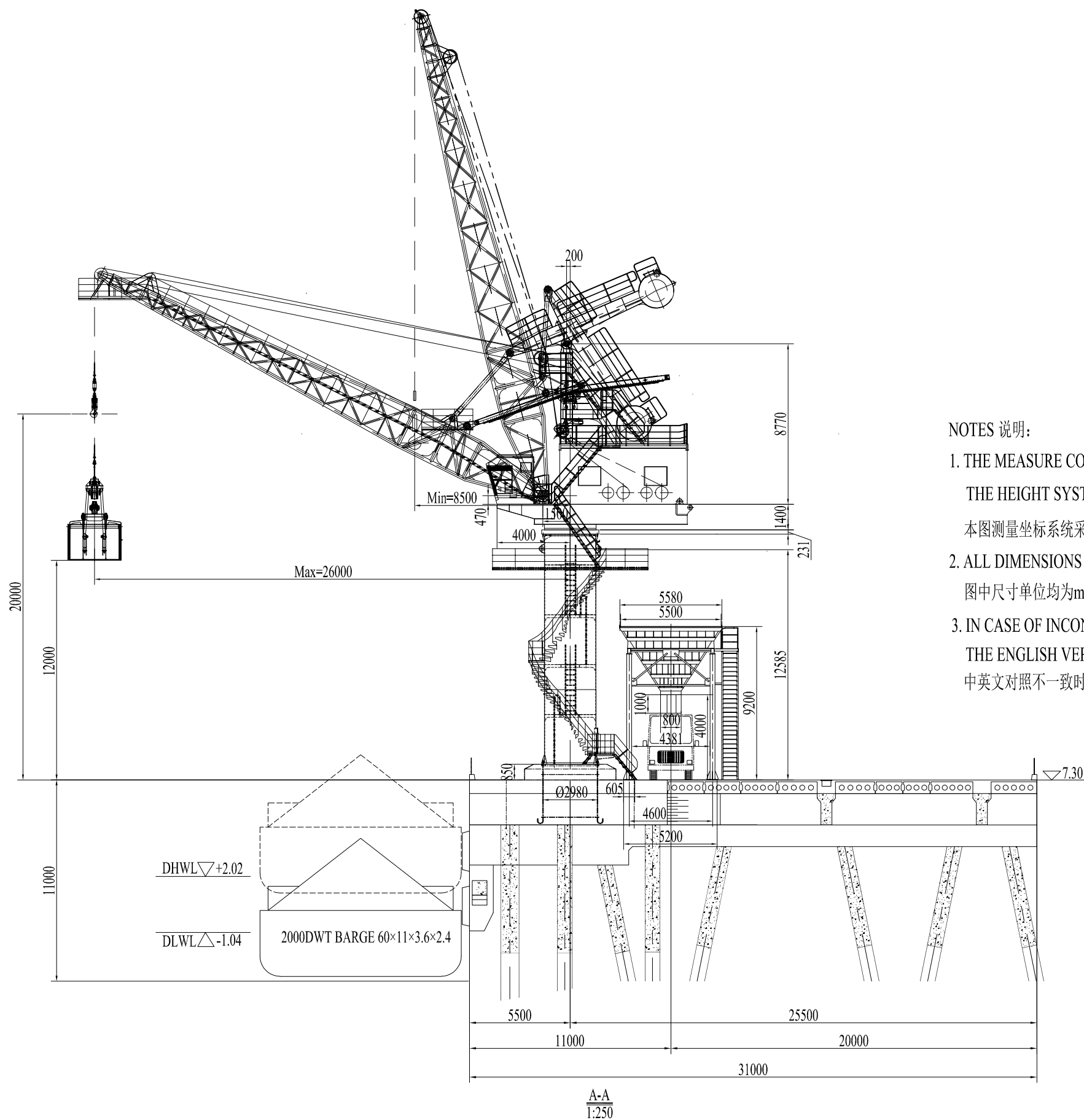
APPRD. 审核
RWD. 复核
SCALE 1:2000 DATE 14/04/2023 SIZE A2

码头平面布置图 (升等)
GENERAL LAYOUT OF JETTY(UPGRADE)

DWG. NO. PUR-EPC-DRG-DDD-JT201-0003 REV. 1



BASIC TECHNICAL PARAMETERS OF FIXED CRANE			
NAME 名 称		PARAMETER 数 据	
LIFTING CAPACITY 起重量		HOOK 吊钩 16t	GRAB 抓斗 16t
WORKING RANGE 工作幅度		R8.5m-26m	
WORKING LEVEL 工作级别		A8	
WORKING SPEED 工作速度	HOISTING MECHANISM 起升机构	FULLY LOADED 满载:40m/Min	
	SLEWING MECHANISM 回转机构	1.35r/Min	
	LUFFING MECHANISM 变幅机构	35m/Min	
MOTOR 电 动 机	HOISTING MECHANISM 起升机构	YZPF280M-6	2X75kW
	SLEWING MECHANISM 回转机构	YZPF225S-8	2X22kW
	LUFFING MECHANISM 变幅机构	YZPF225M-8	30kW
LIFTING HEIGHT 起升高度	ABOVE RAIL SURFACE 轨 面 上	20m	12m
	BELOW RAIL SURFACE 轨 面 下	11m	
TAIL TURNING RADIUS 尾部回转半径		< 6.8m	
POWER SUPPLY 供电方式		3-PHASE/415V/ 50Hz	
TOTAL POWER 装机容量		224kW	
TOTAL WEIGHT 总重量		~146t	



NOTES 说明:

- ## 1. THE MEASURE COORDINATE SYSTEM OF UTM COORDINATES.

THE HEIGHT SYSTEM OF THIS DRAWING ADOPTS PUBLIC WORKS DATUM (PWD).

本图测量坐标系统采用UTM系统, 标高系统采用PUBLIC WORKS DATUM (PWD) 高程基准。

2. ALL DIMENSIONS ARE IN MILLIMETER, AND ALL ELEVATIONS ARE IN METER.

图中尺寸单位均为mm、高程单位均为m。

3. IN CASE OF INCONSISTENCY BETWEEN THE CHINESE AND ENGLISH VERSIONS.





THE ENGLISH VERSION SHALL PREVAIL.

中英文对照不一致时，以英文版为准。

FOUNDATION STRESS OF FIXED CRANE
固定吊基础载荷

	WORKING CONDITION 工作状态	NON-WORKING CONDITION 非工作状态
HORIZONTAL FORCE 水平力	100kN	300kN
GRAVITY FORCE 垂直力	1800kN	1650kN
OVERTURNING MOMENT 倾覆力矩	2500kN*m	4800kN*m

2	2023.05.31	Submitted for Review and Approval
1	2023.04.25	Submitted for Review and Approval
0	2023.04.23	For Construction
D	2023.03.23	Submitted for Review and Approval
C	2022.11.18	Submitted for Review and Approval
B	2022.08.31	Submitted for Review and Approval
A	2022.03.24	Submitted for Review and Approval
REV	DATE	DESCRIPTION

PLANT OWNER:		 RPCL-NORINCO INTL POWER LIMITED	
EPC CONTRACTOR:		 CHINA HUADIAN ENGINEERING CO., LTD. 中国万宝工程有限公司 CHINA WANBAO ENGINEERING CORPORATION	
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CLIENT DRAWING NO. PUR-EPG-DRG-DDD-JT205-0006			
 中国铁路港航局集团有限公司 CRCC Harbour & Channel Engineering Bureau Group Co., Ltd.		 中交第二航务工程勘察设计院有限公司 CCC Second Harbor Consultants Co., Ltd.	
PROJECT		PATUAKHALI 1320 (2X660) MW COAL FIRED THERMAL POWER PLANT PROJECT 孟加拉博杜阿卡利1320MW燃煤电站项目	
DESIGN PHASE		DETAIL DESIGN	
APPRD.		CHKD.	
RVWD.	叶颖奎	DSGD.	计晓光
ARRANGEMENT DRAWING OF GENERAL BERTH 通用码头工艺布置图			
SCALE	1:350	DATE	2023.05.31
SIZE	A2	DWG. NO.	PUR-EPG-DRG-DDD-JT205-0006
REV.		2	

ATTACHMENT 4-4- GUIDELINES FOR PERFORMING OGVs/Ships/Vessels/Barges

Contractor to ensure that the OGVs/Ships/Vessels/Barges employed for transportation shall be compliant with the requirements described below and will form part of the Contract.

Any OGV/Ship/Vessel/Barge used by the Contractor shall comply with, not limited to, the following criteria:

- I. capable of berthing and receiving Limestone at the LLP;
- II. classed as Lloyds 100 A 1 or equivalent by an Approved Classification Society;
- III. single deck bulk carriers having a security system and associated security equipment necessary to comply with ISPS Code, all in safe and good working order;
- IV. compliant with all Legal Requirements applicable to the LLP, international law (and applicable national laws, as may apply during en-route transportation), rules and regulations governing the transport of goods by sea and other international maritime transportation laws, as may be applicable;
- V. have lighting facilities as on board and crew available during the loading operation;
- VI. if geared and vessel gears and grabs are used for vessel loading or unloading operation, then all gears and grabs are functional to actual capacity and available during the entire loading or unloading process;
- VII. is fully insured as per the Insurance requirements as stipulated at Clause 19 of the Conditions of Contract (Section-III);
- VIII. have a valid International Safety Management Code Certificate;
- IX. be subject to restrictions of LLP; and
- X. be compliant and compatible with Limestone Loading Point(s) and TF related regulations and requirements.
- XI. Barge maximum size should be 2000 DWT.
- XII. OGV/ships/vessel/Barges should be acceptable as per the rules or regulation of PPA (Payra Port Authority) and any other port authority in Bangladesh and relevant maritime rules of Bangladesh and Load port country.



ATTACHMENT 4-5: PROFORMA OF CERTIFICATE OF SAMPLING AND ANALYSIS**(This is indicative only; however, the Pro forma shall be finalized after Award)**

Name of the vessel	
Quantity	
Shipper	
Cargo description	
Port of loading	
Date of loading	

This is to report that inspection, sampling & analysis of the limestone consignment nominated above have been performed on the limestone consignment nominated as above. We hereby report the following.

SAMPLING: Mechanical sampling as per ASTM standard Samples collected throughout the entire loading/discharging of vessel.

ANALYSIS: (.) sub lot samples representing MT were analysed as per ASTM standards. except as noted.

Parameters	Dimension	Result (to be filled)
CaCO₃	Weight-%	
CaO	Weight-%	
SiO₂	Weight-%	
Particle Size	mm	







ATTACHMENT 4-6**(SAMPLE CALCULATION FOR ARRIVING COST OF LIMESTONE DURING SUPPLY)****DISCLAIMER:**

1.	This is an illustration given only for reference purpose for the understanding of the Bidder only and may not cover all aspects of pricing, correction, adjustment, etc., as specified in the Bidding Documents.		
2.	The Bidder (upon becoming the Contractor) undertakes to not refer to or place reliance on this calculation for any purpose during the Contract and shall not use this to claim any relaxation. Provision for pricing, correction, adjustment, etc., as stipulated in the Bidding Documents, shall prevail.		
Description		Abbreviation	
A.	Contract Price Components		
1.	Deleted	Deleted	Deleted
2.	Deleted	Deleted	Deleted
3.	Deleted	Deleted	Deleted
4.	Total quoted CIF Price (USD/MT)	P	50
B.	Applicable reference Indices		
	Deleted		
1.	Deleted		
2.	Deleted		
C.	Limestone Purity (% of CaCO ₃ by weight) as declared by the contractor in the price schedule.	D_p	92 (Say)
D.	Limestone Parameters as sampled and tested at LDP		
i)	Weight of the shipment as per draft survey in MT (Assuming that there are no foreign materials in the shipment and weight as per the draft survey at LDP is not exceeding the weight given in the bill of lading)	Q	9000(Say)

Rider

4

9/8/8

10/2/8

10/2/8

ii)	Limestone Purity Calculated as per sampling & testing at LDP	R_p	
	Case-1 $90 < R_p < D_p$		
	R_p		91.2 (Say)
	Case-2 $90 \leq R_p$		
	R_p		89.8 (Say)
E.	Total CIF Price (USD/MT)		
i.	Deleted		Deleted
ii.	Deleted		Deleted
iii.	Deleted		Deleted
iv.	Total CIF Price $\{P\}$ = (USD/MT)		50
F.	Price Adjustment, for Limestone Purity variation		
i)	For case-1, $R_p = 91.2$, $D_p = 92$		
	Price adjusted for quality variation $\{P_1\}$ (USD/MT)	$= P \times [1 - \{(D_p - R_p) \times 0.01 \times 1.5\}]$	49.4
ii)	For case-2, $R_p = 89.8$, $D_p = 92$		
	Price adjusted for quality variation $\{P_1\}$ (USD/MT)	$= P \times [1 - \{(D_p - R_p) \times 0.01 \times 3\}]$	46.7
G.i	Adjusted total price of Shipment (USD) in Case -1	$= P_1 \times Q$	444,600.00
G. ii	Adjusted total price of Shipment (USD) in Case -2	$= P_1 \times Q$	420,300.00

SECTION-V (Bid and Contract Forms)

PART-A (Bid Forms and Attachments)











INDEX	
A1	Technical Proposal: Letter and Attachments
1.	Form 1: Technical Proposal Submission Letter
2.	Attachment-1: Bid Security
3.	Attachment-2: Power of Attorney
4.	Attachment-3: Bidder's Qualification Data
5.	Attachment-4: Technical Solution and Data
6.	Attachment-5: Certificate of Compliance to All Provisions of Bidding Document
7.	Attachment-6: Not used
8.	Attachment-7: Other related information like Details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards, Details of Present Assignment, Any other information in terms of the IFB.
A2	Financial Proposal: Letter and Attachments
1	Form-2: Financial Proposal Submission Letter
2	Attachment-1 P: Price Schedule
3	Attachment-1 P-A: Electronic Fund Transfer Form

Sub-Part: A1
Technical Proposal Submission Letter and Attachments)











TECHNICAL PROPOSAL SUBMISSION LETTER**PAGE 1**Bidding Document No.: [As Per
IFB]**Date: 10.06.2024**

Name of Package:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh**To,
Company Secretary
RPCL-NORINCO Intl. Power
Limited.
Asian Tower (Level#10),
House # 52, Road # 21,
Nikunja 2, Khilkhet, Dhaka-
1229

Sir,

Proposal**No****Date:**

.....

1. Having examined the Bidding Document(s) bearing no. [As Per IFB], including subsequent amendments and clarifications issued thereto, if any (insert numbers), the receipt of which is hereby acknowledged, we, [insert name of Bidder] ("Bidder"/ "we"/ "us"), acting through the undersigned, offer to provide the complete scope of work under the above-named package in full conformity with the said Bidding Document(s).

2. Attachments to the Technical Proposal Submission Letter

In line with the requirement of the Bidding Document, we enclose herewith the following Attachments to the Technical Proposal Submission Letter:

a) Attachment 1: Bid Security. Bid Security in the form of Bank Guarantee from (Please fill in the details of the bank chosen), endorsed/confirmed by (Please fill in the details of the bank / correspondent Bank in Bangladesh) for a sum of USD (amount in words & figures), valid for a period of 225 days from the date set for opening of Technical Proposal. As required, the Attachment-1 (i.e. Bid Security in original) has been furnished in a separate sealed envelope.

b) Attachment 2: Power of Attorney. A power of attorney duly notarized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign the bid, having been authorised in this regard, and that the bid (Technical Proposal and Financial Proposal) is binding upon us during the full

[Handwritten signatures and initials]

TECHNICAL PROPOSAL SUBMISSION LETTER
PAGE 2

period of its validity in accordance with ITB Clause 5.9 read with Clause 5.10 (as may be extended), has been enclosed.

- c) **Attachment 3:** The documentary evidence in terms of IFB Clause 5.0, establishing that we are qualified to perform the Contract, in the event that our bid is accepted.
The qualification data furnished has been enclosed as Attachment-3 herein. Moreover, we have also submitted the Deed of Joint Undertaking as Attachment - 3E (if applicable), and the Consortium Agreement as Attachment - 3F (if applicable), in accordance with the applicable provisions of the ITB.
- d) **Attachment 4: Technical Solution and Data.** The proposed Technical Solution and Data, guarantee figures, details of sub-contractors, and other relevant technical data, information, and supporting documents, in accordance with the ITB.
- e) **Attachment 5: Certificate for Compliance to All Provisions of Bidding Document-**Certificate of Compliance confirming that no deviation has been made by us, in Envelope-1 (Technical) Proposal and Envelope-2 (Financial) Proposal. **This certificate is enclosed in a separate sealed envelope.**
- f) **Attachment 6: Not Used**
- g) **Attachment 7:** Other related information like Details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards, Details of the present Assignment, and any other information in terms of the IFB.
- h) Such other attachments as required to be submitted with the Technical Proposal in accordance with the Bidding Document(s), are attached as below:

The various attachments for the Financial Proposal, as set forth under ITB Clause 5.3.3, have been submitted with the Financial Proposal in **Envelope-2**.

3. Compliance with all provisions of the Bidding Document(s): We have read and understood all the provisions of the Bidding Document(s) and confirm that notwithstanding anything else that may have been stated elsewhere in our bid/proposals to the contrary, all provisions of the Bidding Document(s) are acceptable to and binding on us, and we further confirm that we have not made any deviation from any of provisions of the Bidding Document(s).

We have furnished the "**Certificate of Compliance to All Provisions of Bidding Document**" as per the prescribed proforma in **Attachment-5**, in separate sealed envelopes. We further understand that in the absence of the above certificates as per **Attachment-5** in separate sealed envelopes, our proposal shall be liable to be rejected.



TECHNICAL PROPOSAL SUBMISSION LETTER**PAGE 3**

- 3.1** We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, save those pertaining to any rebates offered, shall not be required to be considered and given effect to.
- 4.** We agree to abide by this Technical Proposal for a period of 180 days from the date of opening of Technical Proposal as stipulated in Bidding Document(s), unless extended by us at your request in this regard, and it shall remain binding on us and may be accepted by you at any time before the expiration of the said period.
- 5.** We undertake, if our bid is accepted, to commence all the necessary actions immediately upon issuance of your Letter of Intent (LOI) / Notification of Award (NOA), and shall arrange all the required facilities/ Technical requirement as per provisions of Bidding Document and within the timeline specified in the Bidding Document(s).
- 5.1** If our bid/ Proposal is accepted, we undertake to provide Performance Security and other securities (as applicable), and other submissions in the form (and amounts, where applicable) within the timelines specified in the Bidding Document(s).
- 6.** Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of the Notification of Award, shall constitute a binding contract between RNPL and us.
- 7.** We understand that you are not bound to accept the lowest or any other bid you may receive.
- 8.** We, hereby, declare that only the persons or firms interested in this bid/ proposal, as principals, are named herein and that no other persons or firms other than those mentioned herein have any interest in this bid/ proposal or in the Contract to be entered into, if the award is made in our favour, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects and in good faith, without collusion or fraud.

Dated this day of 20

Thanking you, we remain,

Yours faithfully,

Date:

Signature:

Place:

(Printed Name)

Designation

Common Seal

[Handwritten signatures and marks]

**TECHNICAL PROPOSAL SUBMISSION
LETTER
PAGE 4**

Business Address:

**Country of Incorporation (Province also
to be indicated):**

Fax No.:

Phone No:

Email:

Note: Bidders may note that whenever no prescribed proforma has been enclosed, they may use their own proforma for furnishing the required information with the Bid.



ATTCHMENT- 1
PAGE 1

Bidding Document No.: **[As per IFB]**

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**

BID SECURITY

BIDDER TO FURNISH BID SECURITY IN LINE WITH ITB CLAUSES 5.11 and 5.12 AND AS PER FORMAT GIVEN IN SECTION-V(B) OF THE BIDDING DOCUMENT











**ATTCHMENT- 2
PAGE 1**

Bidding Document No.: [As
Per IFB]

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty
for Patuakhali 1320(2x660) MW Coal Fired Thermal
Power Plant Project at Kalapara Upazilla, District-
Patuakhali, Bangladesh**

POWER OF ATTORNEY

**BIDDER TO ATTACH THE POWER OF ATTORNEY OF AUTHORIZED SIGNATORY IN
ACCORDANCE WITH ITB CLAUSE 5.3.2 AND CLAUSE 2.0 (b) OF TECHNICAL OFFER
SUBMISSION LETTER ALONG WITH BOARD RESOLUTION**

ATTCHMENT- 3
PAGE 1 of 3

Bidding Document No.: [As Per IFB]

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**

(Bidder's Qualification Data)

Bidder's Name & Address: To,
Company Secretery
RPCL-NORINCO Intl. Power Limited.
Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2,
Khilkhet, Dhaka-1229
Phone: +88 02 55098012-14, 302 (Ext)

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)



ATTCHMENT -3 PAGE 2 of 3					
*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. 5.3(i) & 5.3(ii)	As per Cl. 5.3(i) & 5.3(ii)	Attachment-3A1 Table-3	Attachment-3B1	Attachment-3E

*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 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)	Attachment-3B2	Attachment-3F
*2.2	As per Cl. 5.2(ii)	As per Cl. 5.3 (iii)	Attachment-3A1 Table-2	Attachment-3B2	Attachment-3F
*2.3	As per Cl. 5.2 (iii)	As per Cl. 5.3 (iii)	Attachment-3A1 Table-3	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*



ATTCHMENT -3
PAGE 3 of 3

Consortium shall be three. 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) of the IFB (Section-I) and 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 criteria 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) of the IFB and at least 51% 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 RNPL, the bid security furnished by us shall be forfeited by RNPL.

Date:

(Signature)

Place:

Printed Name)

Designation)

(Common Seal)



ATTCHMENT -3A1**PAGE 1**

Bidding Document No.: **[As Per IFB]**

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**

[Qualification Data- Technical (as per Clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) of IFB (Section-I)]
[(For Individual Firm as the Bidder as per Clause 5.1.1 of IFB (Section-I)]

To
 Company Secretary
 RPCL-NORINCO Intl. Power Limited (RNPL)
 Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229
 Phone: +88 02 55098012-14, 302 (Ext)

[strike out (*) whichever is not applicable]

We, M/s , [Name of the Bidder as an Individual firm] undertake that we fulfil the Technical criteria under one of the applicable Clause *5.2(i)/ *5.2(ii)/ * 5.2(iii) of Invitation for Bid (Section-I) of the Bidding Document and furnish the details of our Qualification data in applicable *Table-1/ *Table-2/ *Table-3 as under:

Table-1:

We, M/s (Name of the Bidder) undertake that we fulfil the Import or Export and Supply experience independently on our own, as per the stipulation contained in Clause 5.2(i) of Invitation for Bid (Section-I) of the Bidding Document in respect of having Imported or Exported and Supplied, MT of dry (bulk) solid [commodity(ies) like Coal, Limestone, Iron ore, Fertilizers, Chemicals, Cement etc.] to any firm, in any continuous period of twelve (12) months, i.e. from to (the aforesaid period having been during the past six (6) years reckoned from the date of opening of Technical Proposal), in one or multiple contracts, and the details in respect thereof are as under:

Or

Since we, M/s (Name of the Bidder) do not meet the Import or Export and Supply experience independently on our own as per the stipulation of Clause 5.2(i) of Invitation for Bid (Section- 1) of the Bidding Document, we hereby rely on and borrow from the strength of our Related Party, M/s , who fulfills the Import or Export and Supply experience per the stipulation of Clause 5.2(i) of Invitation for Bid (Section-I) of the Bidding Document on its own, having Imported r Exported and Supplied, MT of dry (bulk) solid [commodity(ies) like Coal, Limestone, ron ore, Fertilizers, Chemicals, Cement etc.] to any firm, in any continuous twelve (12) months i.e. from to (the aforesaid period having been during the past six (6) years reckoned from the date of opening of Technical Proposal), in one or multiple contracts, and the details in respect thereof are as under:

ATTACHMENT- 3A1
PAGE 2

(Related Party above is referred to the Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of its Holding 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 50% of voting equity in such Joint Venture company.)

SI No.	Particulars	Bidder's Declaration			
1.	Bidder's Detail:				
	Name:				
	Address:				
	Tel No:				
	Fax no. :				
	Email Id :				
2	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
2.2	Client's detail				
	Name:				
	Address:				
	Tel No.:				
	Fax No.:				
	Email Id.:				
2.1	Period of individual reference work of Import or Export	..... To From DD/MM/YYYY	To From DD/MM/YYYY to	To From DD/MM/YYYY to	To From DD/MM/YYYY to

	and supply for the referred bulk material (all the references period should fall within the selected period of continuous 12 months)	to DD/MM/YYYY)	DD/MM/YYYY	DD/MM/YYYY	ATTACHMENT -3A1 PAGE 3 DD/MM/YYYY
2.2	PO/ LOA/ Contract Reference No.				
2.3	Quantity of dry bulk (Imported/ Exported and Supplied) (MT)				
2.4	Type of Dry Bulk				
2.5	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
2.6	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/ *Client/ or any other relevant document.	*Yes/ *No Enclosed at Annexure Tothis Attachment)	*Yes/ *No Enclosed at Annexure Tothis Attachment)	*Yes/ *No Enclosed at Annexure Tothis Attachment)	*Yes/ *No Enclosed at Annexure Tothis Attachment)

					ATTACHMENT-3A1 PAGE 4
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Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required). Bidders to fill these details in the table as required in the table.

*3.	Details of the Related Party of the Individual-firm who has experience as per Cl. 5.2(i) of the IFB(Section-1) Since, we as an individual firm, do not meet completely the Technical criteria stipulated at Cl.5.2(i) of the IFB(Section-I) independently on our own, therefore, as per Cl. 5.4 (i) of the IFB (Section-I),in order to meet the Technical criteria, we, in addition to our experience as mentioned above in table at Sl. No. 2.1 to 2.6, to meet completely the Technical criteria stipulated at Cl.5.2(i), are relying on and deriving strength of our Related Party [as defined at Cl.5.4(iv) of the IFB (Section-I)]. The details of our Related Party and its relevant experience is mentioned below.				
3.1	Name				
	Relationship with the bidder				
	Address				
	Tel No.				
	Fax No.				
	Email Id.				
3.2	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
3.3	Client's detail				
	Name:				
	Address				
	Tel No.				
	Fax No.				

				ATTACHMENT-3A1 PAGE 5	
	Email Id				
3.4	Period of individual reference work of Import or 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)
3.5	POA/ LOA/ Contract Reference No.				
3.6	Quantity of dry bulk (Imported/ Exported and Supplied) (MT)				
3.7	Type of Dry Bulk				
3.8	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
3.9	In support of the above, we *Yes/ *No have	*Yes/ *No Enclosed at Annexure	*Yes/ *No Enclosed at Annexure	*Yes/ *No Enclosed at Annexure	*Yes/ *No Enclosed at Annexure

	enclosed Experience certificate from *Seller/Purchaser/ *Client/ or other relevant document.	To this Attachment	To this Attachment	To this Attachment	ATTACHMENT-3A1 PAGE 6 To this Attachment
3.10	Attachement-3F [DJU as per the format provided in the Section-V(B) submitted in line with the Cl. No. 5.4(i) of the IFB(Section-I)]	*Yes/ *No			
<p>Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required). Bidders to fill these details in the table as required in the table. In case the bidder is taking strength from its Related Party, all the details of the said related party shall be filled in.</p> <p>In case the bidder is relying on and deriving strength from its Related Party, in addition to its own strength for fulfilment of the technical criteria, the total experience of the both the parties i.e. the Bidder and its Related Party will be considered for determination of Qualification in terms of Technical criteria in any continuous period of 12 months period.</p>					

Or

***Table-2**

<p>We, (Name of the Bidder) as a Limestone Mine Owner or Holding Company of a Limestone Mine Owner undertake that we fulfil the experience of export of Limestone independently as per the stipulation contained in Clause 5.2(ii) of Invitation for Bid (Section-I) of the Bidding Document having exported Limestone of MT to any firm, in any continuous period of twelve (12) months, i.e. from to (the aforesaid period having been during the past six (6) years reckoned from the date of opening of Technical Proposal), in one or multiple contracts and the details of which are as under:</p> <p style="text-align: center;">Or</p> <p>Since we, M/s (Name of the Bidder) do not meet the experience of export Since we, M/s (Name of the Bidder) do</p>

ATTACHMENT-3A1
PAGE 7

not meet the experience of export.....
, who fulfills the experience of having exported Limestone of
 MT as per the stipulation contained in Clause 5.2(ii) of Invitation for Bid (Section-I) of the Bidding Document to any firm, in any continuous period of twelve (12) months i.e. from to
 (the aforesaid period having been during the past six (6) years reckoned from the date of opening of Technical Proposal) in one or multiple contracts and the details in respect thereof are as under:
 (Related Party shall mean the Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of its Holding 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 50% of voting equity in such Joint Venture company.)

SI No.	Particulars	Bidder's Declaration
1.	Limestone Mine Owner or Holding Company of the Limestone Mine Owner :	
*1.1	In case the Limestone Mine Owner is bidder	
	Name of the Limestone Mine Owner	
	Address:	
	Tel No.:	
	Fax No.:	
	Email Id.:	
*1.2	In case bidder is Holding Company of a Limestone Mine Owner	
	Name of Holding Company:	
	Address:	
	Tel No.	
	Fax No.	
	Email id.	
	Name of	







ATTACHMENT-3A1 PAGE 8					
	Limestone Mine Owner				
	Address:				
	Tel No.				
	Fax No				
	Email id				
	Applicable Company Act establishing Holding Company relationship with the Limestone Mine Owner.				
	The organogram of the relationship and relevant document for the relationship				
2	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	Period of individual reference work of Limestone export(all the references period	..... To From DD/MM/YYYY to	..... To From DD/MM/YYYY to	..... To From DD/MM/YYYY to	..... To From DD/MM/YYYY to

	should fall within the selected period of continuous 12 months)	DD/MM/YYYY)	DD/MM/YYYY)	DD/MM/YYYY)	DD/MM/YYYY)	ATTACHMENT-3A1 PAGE 9
2.3	POA/ LOA/ Contract Reference No.					
2.4	Exported Limestone Quantity (MT)					
2.5	In support of the above, we *Yes/ *No 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	
*3	Details of the Related Party of the Individual firm who has experience as per Cl. 5.2(ii) of the IFB(Section-1) Since, we as an individual firm, do not independently meet completely the technical criteria stipulated at Cl.5.2(i) of the IFB(Section-1) on our own, therefore, as per cl. 5.4(i) of the IFB (Section 1), to meet the technical criteria, we in addition to our experience as mentioned above in table Sl. No. 2.1 to 2.5 , to meet completely the technical criteria stipulated at 5.2(ii), are relying on and deriving from the strength of our related Party [Related Party shall be as per Cl 5.4(iv) of the IFB (Section-1). The details of our Related party and their experiences are mentioned below:					
3.1	Related Party as *Limestone Mine Owner/*Holding Company of the Limestone Mine Owner (*strike out whichever is not applicable)					
*3.1.1	Related Party as a Limestone Mine Owner					
	Name of the Related Party					
	Relationship of					

ATTACHMENT-3A1 PAGE 10		
	the related party of the Bidder	
	Address of the Related Party	
	Tel No.	
	Fax No.	
	Email Id	
*3.1.2	Related Party as the Holding Company of Limestone Mine Owner	
	Name of the Related Party	
	Address of the Related Party	
	Tel	
	Fax	
	Email No. id.	
	Relationship with the Bidder	
	Applicable Company Act e establishing relationship of the related party with the Bidder	
	The Organogram of the relationship and relevant document for the relationship	
	Name of the Limestone Mine Owner (to which Related Party is Limestone Holding Company of the Limestone Mine Owner	
	Address:	
	Tel No.	
	Fax No.	
	Email Id	
	Applicable Company Act	

	establishing Holding Company relationship with the Limestone Mine Owner.	ATTACHMENT-3A1 PAGE 11			
	The Organogram of the relationship and relevant document for the relationship				
3.2	Experience Details	Ref.1	Ref.2	Ref.3	Ref.4
3.3	Client's Detail				
	Name				
	Address				
	Tel No.				
	Fax No.				
	Email Id				
3.4	Period of individual reference work of Limestone export (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)
3.5	POA/ LOA/ Contract Reference No.				
3.6	Quantity of Exported Limestone (MT)				
3.7	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/ *Client/ or any	*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

	other relevant document.				ATTACHMENT-3A1 PAGE 12
3.8	Attachement-3F [DJU as per the Format provided in the Section-V(B) submitted in line with the Cl. No. 5.4(i) of the IFB(Section-I)]	Yes/ *No			
<p>Remarks: Continuation sheets as per the above format may be used and annexed to this Form in cases of additional References (if required). Bidder to fill these details in the table as required in the table. In case the Bidder is taking strength from its Related Party, all the details of the Related Party shall be filled in.</p> <p>In case the Bidder is relying on and deriving strength, in addition to its own qualification for fulfilment of the Technical criteria, the total experiences of the both parties, i.e. the Bidder and its Related Party will be considered for determination of Qualification in terms of Technical criteria in any continuous period of 12 months period.</p>					

Or

*Table-3
Deleted

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

<p>NOTE</p> <ol style="list-style-type: none"> 1. Client's Certificate for each reference mentioning name and contact details of the responsible person at Client's organization, so as to facilitate verification of information. 2. 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, in order to corroborate the Bidder's and I or Related Party's experience. 3. In case an Individual firm borrowing from the strength of its Related Party, the Related Party shall be only one and either Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of its Holding Company. In the event the Bidder seeks to draw strength from its Joint Venture Company, the Bidder should necessarily be holding a minimum of 50% of voting equity in such Joint Venture company. 4. Deed of Joint Undertaking (DJU), jointly executed by the authorized representative of the Bidder and its *Holding Company I *Subsidiary Company I *Subsidiary of the bidders Holding Company/ *JV Company, as may be applicable, as per the proforma prescribed in Section-V(B) of the Bidding Document.

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5. Any additional information deemed useful for evaluation purpose.

6.

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Rider

[Signature]

[Signature]

[Signature]

[Signature]

Bidding Document No.: [As Per
IFB]

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**

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

To
company Secretary
RPCL-NORINCO Intl. Power Limited (RNPL)
Asian Tower (Level#10), House # 52, Road # 21, Nikunja
2, Khilkhet, Dhaka-1229
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 any one of the *Technical criteria requirement stipulated at Clause 5.2 (i)* or 5.2(ii)* or 5.2(iii)* of IFB (Section-I) and 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)* of IFB (Section-I) and *51% 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 & Table-6, and the details of meeting Financial criteria is separately mentioned at Attachment-3B2:

I. Table-1:

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

		ATTACHMENT-3A2 PAGE 2
	*Name of the Partner -1	
	*Name of the Partner -2	
2.	Applicable Qualification Criteria of Consortium partners	
	Lead Partner (At least 51 % of qualifying requirement of Technical criteria and at least 51% Financial criteria}	*Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii) *and Financial [as per clause 5.3 (i)]
	Partner -1 (At least 25% of qualifying requirement of Technical and Financial criteria)	Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii)] /Financial [as per clause 5.3 (i)]
	Partner -2 (At least 25% of qualifying requirement of Technical and Financial criteria)	Technical [as per Clause *5.2(i)/ *5.2(ii)/ *5.2(iii)] /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

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 MT of dry bulk) solid [commodity(ies) like Limestone, Coal, Iron ore, Fertilizers, Chemicals, Cement etc.] 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 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:

		ATTACHMENT-3A2 PAGE 3			
Sl No.	Particulars	Bidder's Declaration			
1.	*Lead Partner's/ Partner's Detail:				
	Name				
	Address:				
	Tel No.:				
	Fax No.:				
	Email Id.:				
	Consortium Agreement in line with Annexure-....				
2	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 Limestone export(all the references period should fall within the selected period of continuous 12 months)	..... ... To From DD/MM/YY YY to DD/MM/YY YY)	..... ... To From DD/MM/YY YY to DD/MM/YY YY)	..... ... To From DD/MM/YY YY to DD/MM/YY YY)	..... ... To From DD/MM/YYY Y to DD/MM/YYY Y)
2.3	POA/ LOA/ Contract Reference No.				
2.4	Quantity of dry bulk (Imported or Exported and supplied) (MT)				
2.5	Type of Dry bulk	*Yes/ *No Enclosed at	*Yes/ *No Enclosed at	*Yes/ *No Enclosed at	*Yes/ *No Enclosed at

Rider

4

9/8

10/8

11/8

		Annexure To this Attachment	Annexure To this Attachment	Annexure To this Attachment	ATTACHME NT-3A2 PAGE 4 Annexure To this Attachment
2.6	Whether the dry (bulk) solid commodity mentioned above are as per dry solid cargo Appendix-4 (page 352 to 358) of International Maritime Solid Bulk Cargos (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
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.					

III. Table-3:

We, M/s [Name of the *lead partner/ *partner of the consortium] as a *Limestone Mine Owner/ *Holding Company of the Limestone 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 Limestone ofMT 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 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:

		ATTACHMENT-3A2 PAGE 5	
SI No	Particulars	Bidder's Declaration	
1.	Lead Partner's / *Partner's Detail as a *Limestone Mine Owner/ *Holding Company of the Limestone Mine Owner:		
	In case the Lead Partner's/ Partner's is a *Limestone Mine Owner:		
	Name of the Limestone Mine Owner		
	Address:		
	Tel No.:		
	Fax No.:		
	Email ID:		
	In case the Lead Partner's/ Partner's is *Holding Company of the Limestone Mine Owner:		
	Name of the Holding Company		
	Address		
	Tel No.		
	Fax No.		
	Email id.		
Name of the Limestone Mine Owner			
Address			
Tel No. Fax No. Email id.			

ATTACHMENT-3A2 PAGE 6					
	Applicable Company Act establishing holding Company of relationship with the Limestone Mine Owner				
	The Organogram of the Limestone 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				
	Address				
	Tel No. Fax No. Email id.				
2.3	The Period of individual	..... To	..... To .....	..... To .....	..... To







	reference work of Limestone export (all the references period should fall within the selected period of continuous 12 months)	..... (From DD/MM/YYYY to DD/MM/YYYY)	(From DD/MM/YYYY to DD/MM/YYYY)	(From DD/MM/YYYY to DD/MM/YYYY)	ATTACHMENT -3A2 PAGE 7 (From DD/MM/YYYY to DD/MM/YYYY)
2.4	POA/ LOA/ Contract Reference No.				
2.5	Exported Limestone Quantity (MT)				
2.6	In support of the above, we have enclosed Experience certificate from *Seller/ *Purchaser/	*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}







					ATTACHMENT -3A2 PAGE 8
	*Client/ or any other relevant document.				
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 (ii)). Bidders to fill these details in the table as required in the table.					

IV. Table-4:
Deleted

V. Table-5 NOT USED

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:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

ATTACHMENT-3B-1
PAGE 1

Bidding Document No.: **[As Per IFB]**

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**

[Qualification Data- Financial as per Clause 5.3 of IFB (Section-I)] [Bidder as Individual firm as per Clause 5.1.1 of IFB (Section-I)]

[Please fill the table appropriately with the data from the Audited Financial Statements of preceding three (3) Financial Years and submit the Audited Financial Statements of the preceding three (3) Financial Years to meet the requirement of Cl. 5.3(i) & 5.3(ii) of the IFB]:

To

Company Secretary

RPCL-NORINCO Intl. Power Limited (RNPL)

Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229

We are furnishing following details along with supporting Financial Statements:

Sl No.	Particulars	Data/Details
1.	Name of the Bidder	
2.	Whether Bidder meets the QR Criteria of 5.3 (i) on its own(a) or takes strength of its*Holding Company/*Subsidiary Company/*Joint Venture Company/*Subsidiary of Holding Company(b), to meet the Qualifying Requirement as an individual company. (State (a) or (b) and in case answer is {b} then bidder necessary required to provide details at Sl. No. 6 to 10 of the related party from which bidder takes strength to meet the QR	<p>a. *On its Own, Or</p> <p>b. *or upon deriving strength from Related Party M/S</p>
3.	Business Description	
4.	Financial Particulars of the Bidder	Financial Data
(i)	Annual Turnover of the preceding	Turnover (in USD Million)



		ATTACHMENT-3B-1 PAGE 2	
	three Financial years		
	Financial Year		
	Financial Year		
	Financial Year		
	Average Annual Turnover for the preceding three (3) Financial Years		
(ii)	Net Assets Value (NAV) to Paid-up Share Capital as on the last day of the preceding Financial Year (as per Cl. 5.3(ii) of IFB)	Net Assets Value (NAV) USD.....Million	
		Paid up capital share USD.....Million	
		Ratio of Net Assets Value (NAV) to Paid-up Share Capital	
5.	*Since, we are not able to furnish our audited financial statements on standalone entity basis, we are submitting the 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 3 years enclosed at Annexure to this Attachment-3B-1.		
6.	*The below table of Attachment-3B-1 is required to be furnished by only such Bidder who takes strength of its related party as per Clause 5.4(ii) and Clause 5.4(iv) of IFB (Section-I).		
	Name of the Related Party		
7.	State relationship of the Related Party with the Bidder(as per Clause 5.4(iv))		
8.	Supporting Document along with relationship tree with the bidder are Annexed at		
9.	Financial Particulars Related Party	Financial Data	
(i)	Annual Turnover in the preceding three financial years	Turnover (in USD Million)	
	Financial Year		
	Financial Year		
	Financial Year		
	Average Annual Turnover in the preceding three (3) Financial Years		
(ii)	Net Assets Value (NAV) to Paid-up Share Capital as on the last day of the preceding Financial Year	Net Assets Value	USD.....Million
		Paid up share capital	USD.....Million

Rider

4

9

1000

1000

			ATTACHMENT-3B-1 PAGE 3
		Ratio of Net Assets Value to Paid-up Share Capital	
10.	A certificate as per the format at Appendix-III to Attachment-3B-1 from the related party i.e. required to be submitted by the Applicant along with their Bid for meeting the stipulated Qualifying Requirement as mentioned in the IFB.		
11.	*Since, the financial results of the Company for the Financial Year immediately preceding financial year as on 1st July 2023 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 three consecutive financial years immediately preceding 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.		

*Strike off whichever is not applicable

Note:

1. In case an Individual firm taking strength of its Related Party, the Related Party shall be either Holding Company or Subsidiary Company or Joint Venture Company or Subsidiary Company of its Holding Company. In the event the Bidder seeks to draw strength from its Joint Venture Company, the Bidder should necessarily be holding a minimum of 50% of voting equity in such Joint Venture company.
2. Deed of Joint Undertaking (DJU), jointly executed by the authorized representative of the Bidder and its *Holding Company I *Subsidiary Company I *Subsidiary of bidders Holding Company/ *JV Company, as may be applicable, as per the proforma prescribed in Section- V(B) of the Bidding Document.
3. Bidders must furnish Audited Financial Statements of the preceding three (3) Financial Years
4. The exchange rate for conversion, if applicable, shall be as per Note no 7 to Clause 5.3 of Section I (IFB)
5. Any additional information deemed useful for evaluation purpose.

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







ATTACHMENT-3B-2*PAGE 1**

Bidding Document No.:
As Per IFB

Name of Contract: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, 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 Three (3) Financial Years and submit the Audited Financial Statements of preceding Three (3) Financial Years of each partners along with the bid to meet the requirement mentioned at the Cl. 5.3(iii) of the IFB(Section-1) 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 51% 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 three Financial years	Turnover (in USD Million)	
	Financial Year		
	Financial Year		
	Financial Year		
	Average Annual Turnover for the preceding three (3) Financial Years as mentioned above		
4.	Net Assets Value (NAV)/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 Assets Value	USD..... Million
		Paid up share capital	USD..... Million

		Ratio of Net Assets Value to Paid-up Share Capital	*ATTACHMENT-3B-2 PAGE 2
5	<p>(In case Lead Partner is not able to furnish its audited Financial statements on a standalone entity basis following confirmation and document is applicable)</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-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 3 years enclosed at Annexure to this Attachment-3B-1.</p>		
6.	<p>(In cases where audited financial results of the Lead Partner for immediately preceding financial year as on 1st July 2023 are not available, in such case following confirmation and document is applicable)</p> <p>*Since, the financial results of the Company for the Financial Year immediately preceding financial year as on 1st July 2023 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 three consecutive financial years immediately preceding 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 three Financial years	Turnover (in USD Million)
	Financial Year	
	Financial Year	
	Financial Year	







		*ATTACHMENT-3B-2 PAGE 3	
4.	Net Assets Value/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 Assets Value	USD..... Million
		Paid up share capital	USD..... Million
		Ratio of Net Assets value to 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-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 3 years enclosed at Annexure..... to this Attachment-3B-1.</p>		
.	<p><i>(In cases where audited results of the Partner-2 for immediately preceding financial year as on 1st July 2023 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 2023 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 three consecutive financial years immediately preceding 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-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 three Financial years	Turnover (in USD Million)
	Financial Year	
	Financial Year	

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		*ATTACHMENT-3B-2 PAGE 4	
Financial Year			
Average Annual Turnover for the preceding three (3) Financial Years as mentioned above			
4.	Net Assets Value/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 Assets Value	USD .....Million
		Paid up share capital	USD .....Million
		Ratio of Net worth to Paid- up Share Capital	
5.	<p><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></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- 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 3 years enclosed at Annexure ____ to this Attachment-3B-1.</p>		
6.	<p><i>(In cases where audited results of the Partner-3 for immediately preceding financial year as on 1st July 2023 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 2023 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 three consecutive financial years immediately preceding 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>		

*Strikeout whichever is not applicable.

1. Bidders must furnish Audited Financial Statements of the preceding three (3) 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. The exchange rate for conversion, if applicable, shall be as per Note no 7 to Clause 5.3 of Section I (IFB).







***ATTACHMENT-3B-2
PAGE 5**

4. The exchange rate for conversion, if applicable, shall be as per Note no 7 to Clause 5.3 of Section I (IFB).
5. Any additional information deemed useful for evaluation purpose.

Date:	(Name of the Authorized Signatory & Designation)
Place:	(Name of the Partner- 1 {Lead} of the Consortium). (Seal of the Company)

APPENDIX-I TO ATTACHMENT-3B-1**PAGE 1**

(FORM TO BE FURNISHED BY THE BIDDER OR PARTNER OF CONSORTIUM WITH RESPECT TO THE 'HOLDING COMPANY' IN ACCORDANCE WITH CLAUSE 5.3 OF THE IFB READ IN CONJUNCTION WITH NOTE NO.4)

To

Company Secretary

RPCL-NORINCO Intl. Power Limited (RNPL)

Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229 Bangladesh

Since, we (Name of the *Individual Bidder or *Partner of Consortium) are notable to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification:

(*Strike off whichever is not applicable)

Particulars	Details of the HOLDING COMPANY
Name of our Holding Company	
Copies of our unaudited unconsolidated financial statements along with copies of the Audited Consolidated financial statements of our Holding Company for the last 3 years	The same is Enclosed at Annexure-.....
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, is enclosed as per the format at Appendix-II to Attachment-3B-1.	The same is Enclosed at Annexure-.....
Date:..	(Name of the Authorized Signatory & Designation)
Place:..	(Name of the Company). (Seal of the Company)







APPENDIX-II TO ATTACHMENT-3B-1**PAGE 1**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN
ACCORDANCE WITH CLAUSE 5.3 OF THE IFB READ IN CONJUNCTION WITH PARA 4 OF
NOTE TO CLAUSE 5.3 OF THE IFB**

To

Company Secretary

RPCL-NORINCO Intl. Power Limited (RNPL)

Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229, Bangladesh

(*Strike off whichever is not applicable)

Dear Sirs,

- 1.0 I, Mr./Ms.....(*CEO of the Company/ *CFO of the Company) declare that M/s..... (Name of the Holding Company) is the Holding Company of M/s..... (Name of the *Individual Bidder or *Partner of Consortium).
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements/ results submitted in respect of the Bidder or *'Partner of Consortium' as part of the Bid no..... dated have been considered for the purposes of the preparation and finalization, and audit of Consolidated Financial Statements of the Holding Company as part of the Annual Reports.
- 3.0 I further, certify that the figures in the unaudited unconsolidated financial statements of M/s as submitted for the purposes of the Bid are true and correct and same have been duly considered and reflected in the audited consolidated financial statements and I or Annual Report of the Holding Company.

Yours faithfully,

Date.....**Name & Designation**

.....

Place:**Name of the Holding Company****Seal of The Holding Company**







APPENDIX-III TO ATTACHMENT-3B-1**PAGE 1**

PROFORMA OF LETTER OF UNDERTAKING
(To be submitted by the Bidder along with the Bid)

To

Compay Secretery

RPCL-NORINCO Intl. Power Limited (RNPL)

Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229, Bangladesh

Dear Sirs,

- 1.0 We, M/s..... declare that we are the
##company of M/s.....
 (Name of the Bidder).
 M/s..... (Name of the Bidder) proposes to submit the Bid for the
 package (Name of the subject package) for (Name
 of the Project) under IFB no..... dated..... and have sought to
 rely on and derive financial strength and support from us for meeting the stipulated Financial
 Qualifying Requirement as per clause 5.3.(i) of the IFB.
- 2.0 We hereby undertake to pledge our unconditional and irrevocable financial support for the
 execution of the said package to M/s..... (Name of the Bidder), in
 case they are awarded the Contract for the said package, at the end of the bidding process.
 We further agree that this undertaking shall be without prejudice to the various liabilities that
 M/s..... (Name of Bidder) would be required to undertake in terms of
 the Contract, including providing the Performance Security as well as other obligations of the
 Bidder/Contractor. We hereby undertake that our relationship status with the Bidder shall be
 maintained for a lock-in period of entire duration of the contract.
- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful
 execution and performance of the entire Contract and/or until discharged thereof is provided
 by RNPL.
- 4.0 We are herewith enclosing a copy of the Board Resolution of M/s in support
 of this undertaking.

(Signature of Authorized
 Signatory)

Date

Name & Designation

.....

Place:

(Name of the *HOLDING
 COMPANY'/*SUBSIDIARY
 COMPANY'/ *JV
 COMPANY'/*SUBSIDIARY OF
 BIDDER'S HOLDING
 COMPANY')

Handwritten signatures and initials at the bottom of the page.

**APPENDIX-III TO
ATTACHMENT-3B-1
PAGE 2**

{Seal of the *HOLDING
COMPANY'/*SUBSIDIARY
COMPANY'/*JV
COMPANY'/*SUBSIDIARY OF
BIDDER'S HOLDING
COMPANY'}

Note: ##Mention relationship i.e. *HOLDING COMPANY/ *SUBSIDIARY COMPANY' / *JV
COMPANY'/*SUBSIDIARY OF BIDDER'S HOLDING COMPANY' with the Bidder)

*Strikeout whichever is not applicable.



APPENDIX-IV TO ATTACHMENT-3B-1**PAGE 1**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER COMPANY IN ACCORDANCE
WITH CLAUSE 5.3 OF THE IFB {IF APPLICABLE) READ IN CONJUNCTION WITH PARA 3 OF NOTE TO
CLAUSE 5.3 OF THE IFB**

To

Company Secretary

RPCL-NORINCO Intl. Power Limited (RNPL)

Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229 Bangladesh

Dear Sirs,

I, Mr./Ms.....(*CEO of the Company / *CFO of the Company) M/s, ("Entity") declare that the financial statements/ results/ reports pertaining to the last financial year in respect of the Entity, being Financial Year, are presently under audit in terms of applicable laws, and herewith attach the Certificate obtained from the practicing Chartered Accountant of the Entity certifying that the audited financial results/ statements for the last financial year as on the date of opening of Technical Proposal are not available. Accordingly, we are submitting the audited results of three consecutive financial years preceding the last Financial Year.

Yours faithfully,

Date**Name of the Authorized Signatory****Place:****Designation of the Authorized Signatory****Name of the Company****Seal of The Company**

(*Strike off whichever is not applicable.)







**ATTACHMENT-3C
PAGE 1**

Bidding Document No.: **[As Per
IFB]**

Date:10.06.2024

Name of Contract:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh**

--Not Used--

ATTACHMENT-3D

PAGE 1

Date:10.06.2024

Bidding Document No.: **[As Per
IFB]**

Name of Contract:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh**

--Not Used--

ATTACHMENT-3E**PAGE 1****Date:10.06.2024****Bidding Document No.: [As Per
IFB]**

Name of Contract:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh****Deed(s) of Joint Undertaking**

Bidder to furnish Deed(s) of Joint Undertaking in line with the Qualifying Requirements at Clause 5.0 of the Invitation for Bids (IFB) and as per format (whichever applicable) enclosed in Section-V (Forms and Procedures) of the Bidding Document. The required Deed(s) of Joint Undertaking shall be enclosed with this Attachment-3E.

ATTACHMENT-3F**PAGE 1****Date:10.06.2024****Bidding Document No.: [As Per
IFB]**

Name of Contract:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh****Consortium Agreement inter-se the Consortium Partners {if Bid is submitted as
Consortium}**

Bidder to furnish Consortium Agreement in line with the Qualifying Requirements at Clause 5.1. 2 of the Invitation for Bids (IFB) and as per format (whichever applicable) enclosed in Section-V(B) (Forms and Procedures) of the Bidding Document. The required Deed of Joint Undertaking shall be enclosed with this Attachment-3F.



ATTACHMENT-3G

PAGE 1

Date:10.06.2024

Bidding Document No.: **[As Per
IFB]**

Name of Contract:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh**

--Not Used--











ATTACHMENT-4**PAGE 1****Date:10.06.2024**Bidding Document No.: [As Per
IFB]

Name of Contract:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh****(Technical Solution and Data)**

Bidder's Name & Address:

To,
Company Secretary
RPCL-NORINCO Intl. Power Limited
Asian Tower (Level#10), House # 52,
Road # 21, Nikunja 2, Khilkhet, Dhaka-1229
Bangladesh.

Dear Sirs,

We furnish the following as a part of our Technical Proposal for the subject mentioned work:

Table-1 (Limestone Details)

Sl. No.	Description	UOM	Acceptable Range	Declaration
1	Details of Limestone			
a.	Whether Limestone is directly sourced from mine or from Importer/Exporter			
b.	Name of mine owner/Importer or exporter			
c.	Name of the Limestone mine(s) {Applicable for importer/Exporter as well)			
d.	Source Country			

				ATTACHMENT-4 PAGE 2
e.	Mine Address (Applicable for importer/Exporter as well)			
f.	Export Permit and license (Enclose a copy issued by the appropriate government Authority/ statutory authority including reference to Expiry date)		Yes, enclosed	(Enclosed at Appendix- to this attachment)
g.	Quality Control Method(Enclose a brief write up)			(Enclosed at Appendix- to this attachment)
h.	Limestone loading port			
i.	Other information if any			(Enclosed at Appendix- to this attachment)
2.	Limestone Constituents Parameters *			Range
	CaCO ₃	Weight-%	>90%	
	CaO	Weight-%	≥50.4	
	MgO	Weight-%	≤2	
	SiO ₂	Weight-%	≤2	
	Particle Size	mm	≤20	

Date:
Place:

(Signature)
(Printed Name)
(Designation)
(Common Seal).....

ATTACHMENT-4**PAGE 3****Table-2**

SI.No	Description	UOM	Declaration	Remarks
	TRANSPORTATION AND TRANSHIPMENT DATA			
1.	Transportation			
{a}	Proposed Transportation Solution			Write-up enclosed at Annexure.....t o this Attachment-4
{b}	Type of OGV/Ships/Vessels/Barges			
{c}	Capacity of OGV /Ships/Vessels/Barges {DWT}	MT	Fair Season..... Monsoon Season.....	
{d}	Number of OGV/Ships/Vessels/Barges proposed to be employed		1: 1st Year - -- 2: 2nd year-	
{e}	Proposed Shipping Route			
2.	Transshipment, if envisaged			
{a}	Type of Transshipping arrangement {Transshipping shall be EIA Compliant. Refer EIA report for coal transportation of RNPL}			Write-up enclosed at Annexure.....to this Attachment-4
{b}	Transshipping Capacity	MT/Day		
3.	Barging, if envisaged			
{a}	Type of Barges (Barges shall be EIA Compliant. Refer EIA report for coal transportation of RNPL)			Write-up enclosed

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				ATTACHMENT-4 PAGE 4
{b}	Capacity of Barges			at
{c}	No of Barges			Annexure.....to this Attachment-4

Date:
Place:

(Signature).....
.
(Printed
Name).....
(Designation).....
.
(Common Seal)

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**ATTACHMENT-5
PAGE 1**Bidding Document No.: **[As per IFB]****Date: 10.06.2024**

Name of Package:

Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**(Certificate of Compliance with all provisions of Bidding Document)****Dear Sirs,**

1. With reference to our Bid Proposal No. dated..... for the Procurement and Delivery of Imported Limestone at Plant Jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh pursuant to Bidding Document No. [As Per IFB] dated, we hereby confirm that we have read and understood the provisions of the Bidding Document(s), and the same are acceptable to us, and further undertake that we have not made any deviation in this regard in our Technical Offer and Financial Offer from the stipulations contained in the Bidding Document(s).
2. We further confirm that in case any deviation from the stipulations of the Bidding Document(s) are found anywhere in our Bid, express or implied, the same shall stand unconditionally withdrawn, without any cost implication whatsoever to RNPL, failing which the bid submitted by us shall be considered as non-responsive and liable to be rejected.
3. We further confirm that we have furnished the Financial Proposal in line with the requirements of the Bidding Document(s). We further confirm that if our statement is found to be incorrect, or otherwise is a misrepresentation or fraudulent, our bid shall be liable to be rejected.

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

ATTACHMENT-6

PAGE 1

Date:10.06.2024

Bidding Document No.: **[As Per
IFB]**

Name of Package:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh**

NOT USED











**ATTACHMENT-7
PAGE 1****(Part-1)**Bidding Document No.: **[As Per
IFB]****Date:10.06.2024**

Name of Package: **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh**

(Details of Management Capabilities and Compliance with Health, Safety, and Environment Quality Standards)

To,
Company Secretary
RPCL-NORINCO Intl. Power Limited (RNPL)
Asian Tower (Level#10), House # 52, Road # 21,
Nikunja 2, Khilkhet, Dhaka-1229, Bangladesh

Dear Sirs,

1. We hereby confirm that we do not anticipate and shall not effect any change in ownership during proposed period of execution of the Services in respect of the Contract (and in the event such a change is anticipated or proposed to be effected, the scope and effect thereof shall be defined and intimated to RNPL, and shall be subject to its written approval). The relevant document for same is enclosed at Annexure to this Attachment-7 (Part-I).

2. We, further, furnish adequate write-up on:

- | | |
|--|--|
| a. Our Organization Structure for Management of Services | Enclosed at Annexure ... to this Attachment-7 (Part-I) |
| b. Our compliance with Health, Safety, and Environment Quality Standards | Enclosed at Annexure to this Attachment-7 (Part-I) |

Date:**(Name of the
Authorized Signatory
& Designation)****Place:****(Name of the
Company).****(Seal of the
Company)**







ATTCHMENT-7

PAGE 2

(Part-2}

Bidding Document No.: [As Per
IFB]

Date:10.06.2024

Name of Package:

Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh

(Details of ongoing Assignments)

To,
Company Secretary
RPCL-NORINCO Intl. Power Limited (RNPL) Asian
Tower (Level#10), House # 52, Road # 21, Nikunja
2, Khilkhet, Dhaka-1229, Bangladesh

Dear Sirs,

We,....., the Bidder, are presently executing the *'Import/ Export and Supply of Dry Bulk Commodity'/ *'Export of Limestone as a Limestone Mine Owner'/ *'Import/ Export of Limestone as an Importer/Exporter'/ *'Transporting Dry Bulk Commodities by OGV/Ship /vessels/ Barges through Sea route'/ *'Transshipping (Onshore/ Off shore) Dry Bulk Commodities' for the Clients and Projects, details of which are mentioned as follows:
(*Strike off whichever is not applicable)

Sl. No.	Name of Client	Name and Location of Project	Name of Bulk Material	Supply Quantity in MT	Details of transportation by OGV/Ship /vessels/ Barges through Sea route/ Transshipment (Off-shore/ On shore)	Other relevant details such as Off- shore/ On shore transshipment location, etc
1.						
2.						
3.						
4.						

Date:.....

(Name of the
Authorized Signatory.....
& Designation)

Place:.....

(Name of the.....
Company).

(Seal of the
Company).....

ATTCHMENT-7**PAGE 3****(Part-3)****Bidding Document No.: [As Per
IFB]****Date: 10.06.2024**

Name of Package:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh****Any other information in terms of the IFB**

Bidder may furnish any other relevant information which it deems necessary and shall enclose the same with this Attachment-7(Part-3).



Sub-Part: A2
(Financial Proposal Form and Attachments)











FINANCIAL PROPOSAL SUBMISSION LETTER**PAGE 1****FINANCIAL PROPOSAL SUBMISSION LETTER**Bidding Document No.: **[As Per
IFB]****Date:10.06.2024**

Name of Package:

**Procurement and Delivery of Limestone at Plant jetty for
Patuakhali 1320(2x660) MW Coal Fired Thermal Power
Plant Project at Kalapara Upazilla, District- Patuakhali,
Bangladesh**

To,
Company Secretary
RPCL-NORINCO Intl. Power
Limited.
Asian Tower (Level#10), House
52, Road # 21, Nikunja 2,
Khilkhet, Dhaka-1229,
Bangladesh

Sir,**Proposal No..... Date:.....**

1. Having examined the Bidding Document(s) bearing no. [As Per IFB] including subsequent amendments and clarifications..... issued thereto, if any (insert numbers), the receipt of which is hereby acknowledged, we, the undersigned, offer to provide the Services as per the Scope of Work and terms and conditions stipulated in the Bidding Document(s) for the above-named package in full conformity with the said Bidding Document(s), as per the prices quoted at Attachment- 1P to this submission letter.

2. Attachments to the Proposal Form(Financial):

In line with the requirement of the Bidding Document(s), we enclose herewith the following Attachments to the Bid Form:

- a. Attachment 1P: Price Schedule We have quoted the price for Procurement and Delivery of Limestone at Plant jetty as per the Specifications of the Limestone mentioned in the Bidding Document(s) for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant at Kalapara Upazilla, District- Patuakhali, Bangladesh on single point responsibility basis, in accordance to the provision stipulated at 1TB Clause 5.5 and as furnished in the Attachment.
- b. Attachment 1P-A: Electronic Fund Transfer (EFT) Form
- c. Such other Attachments as required to be submitted with the Financial Proposal in accordance with the Bidding Document(s), are attached as below:
[Bidder may specify]







FINANCIAL PROPOSAL SUBMISSION LETTER
PAGE 2**2.1 Not Used**

2.2 We are aware and acknowledge that the Price Schedule does not generally give a full description of the Services to be performed under each line item, however, the Contract Price quoted by us is in consideration of and towards the entire scope of Services required under the Contract. We understand and acknowledge that it shall be deemed that we have read the Technical Specifications, Drawings, Conditions of Contract and other sections of the Bidding Document(s), to ascertain the full scope of work in respect of the Services and the same have been considered and included in each price item while filling in the rates and prices, with regard to the Contract Price. We agree that the rates and prices reflected in the Price Schedule shall be deemed to be inclusive of the full scope work in respect of the Services as aforesaid, including applicable overheads and profit.

2.3 We understand that in the Price Schedule, where there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, (even in case of carry forward of prices), the unit or sub-total price shall prevail and the total price shall be corrected accordingly. We further understand that where there is discrepancy between the amounts stated in figures and the corresponding amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.

2.4 We hereby agree that in case we do not indicate the price for any component(s) in the Price Schedule (Attachment-1P), in that case the price for such component(s) shall be considered included in the prices for other components for the purpose of evaluation in line with ITB Clause 5.5. We hereby also agree that in case we do not indicate price for all the components or the price components indicated are not in a manner as stipulated in ITB Clause 5.5, the price of the components shall be worked out by RNPL in line with the stipulations of ITB Clause 5.5 for the purpose of price adjustment and payment during actual supply, in case of award.

3. We have read the provisions of Bidding Document(s) regarding Taxes and Duties, and hereby confirm that except as otherwise specifically provided in the Bidding Document, we have included in our bid price in Attachment-1 P and shall bear and pay all taxes, duties, levies and charges assessed on us and our employees by all municipal, state or national government authorities in connection with the delivery of Limestone to RNPL.

4. We confirm that The Contract Price are exclusive of taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/ Work under the Contract (excluding tug hire or purchase expenses, or mooring charges or any other port services related costs and expenses, C&F commissioning and Global Tax) in each case, as applicable in Bangladesh.

FINANCIAL PROPOSAL SUBMISSION LETTER
PAGE 3

During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, RNPL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance. payment. Such reimbursement shall be done in Bangladesh Taka.

We understand that during execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, RNPL will reimburse us, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance payment. Such reimbursement shall be done in Bangladesh Taka.

- 4.1 We confirm that except as otherwise specifically provided, our Financial Proposal includes all taxes, including applicable taxes, duties, levies and charges, as may be assessed on our sub-Contractors, both inside and outside Bangladesh.
- 4.2 We understand that notwithstanding anything stated in this clause 3 herein, the liability and payment of taxes in relation to the Services shall be as set forth in the ITB clause 5.7.
5. We undertake, if our bid is accepted, to commence all the necessary actions immediately upon issuance of your Letter of Intent (LOI)/ Notification of Award (NOA), and to put in place, the work and Services as are required to deliver the Limestone as per the Contract, on single point responsibility basis, within the timelines specified in the Bidding Document(s).
- 5.1. If our bid/ proposal is accepted, we undertake to provide Performance Securities, and other payment securities in the form and amounts and within the timelines specified in the Bidding Document(s).
6. We agree to abide by this Financial Proposal for a period 180 days from the date of opening of Technical Proposal as stipulated in the Bidding Document(s), unless otherwise extended, and it shall remain binding on us and may be accepted by you at any time before the expiration of the stipulated period.
7. Until a formal Contract is prepared and executed between us, this proposal, together with your written acceptance thereof in the form of your Notification of Award, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any other bid you may receive.

FINANCIAL PROPOSAL SUBMISSION LETTER**PAGE 4**

9. We, hereby, declare that only the persons or firms interested in this proposal as principals are named herein and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, and that this proposal is made without any connection with any other person, firm or partly similarly submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this.....day of.....20.....

Thanking you,

Date:

Place:

Yours faithfully,

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Business Address:

Country of Incorporation (Province
also to be indicated):

Fax No:

Phone No:

Mobile No:

Email ID:

Rider *4* *9/10* *10/10* *10/10*

ATTACHMENT 1P**PAGE 1**

Bidding Document No.: **[As Per IFB]**

Name of Package:

Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Bangladesh

(Price Schedule)

Bidder's Name & Address:	To, Company Secretary RPCL-NORINCO Intl. Power Ltd. Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229, Bangladesh
-------------------------------------	---

Dear Sirs,

1. We hereby quote the following as our Bid Price, considering the complete scope of work, specifications and terms and conditions of the Bidding Document(s) for the Limestone, for supply thereof on single point responsibility basis delivered at Plant Jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant at Kalapara Upazilla, District- Patuakhali, Bangladesh

Sl. No.	Description	Price (USD/MT) (Unit)	Limestone Purity (% of CaCO₃ by weight) corresponding to offered price
1.	Bid Price for Procurement and Delivery of Limestone at Plant jetty	.....(in figures)	_____ %(in figures)
		.....(in words)	.....percent (in words)

Note:

1. Bidder to indicate limestone purity (% of CaCO₃ by weight) up to two decimal figure.
2. Bidder has to compulsorily indicate the limestone purity in the above table otherwise his bid shall be rejected.

Rider *4* *9/10* *10/10* *10/10*

ATTACHMENT 1P**PAGE 2**

3. The offered Limestone purity(% of CaCO₃ by weight) shall be >90%. Bids indicating limestone purity less than or equal to 90% shall be rejected.

1.1 Not Used**2. Deleted**

3. We understand that in case we fail to indicate any of the components of Limestone FOB price, Transportation price or any of the price components indicated does not match with the minimum percentage as mentioned herein, or the sum total of each of the price components indicated by us does not match with the quoted Bid Price, RNPL shall work out the price components by deducting equal amounts from other price components (except Insurance). We hereby confirm that the price components worked out by RNPL in this manner shall be agreeable to us and shall prevail for the purpose of price adjustment during actual supply.
4. We hereby confirm that for the purpose of adjustment, reference indices shall be in line with the stipulations of the Bidding Document.
5. We confirm that the Insurance component includes all the charges as per Clause 19 of the Conditions of Contract (Section-III) of the Bidding Document.

Note:

- I. Except as otherwise specifically provided in the Bidding Document, the Bidder shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of imported Limestone to RNPL.
- II. The Bid/Contract Price quoted in the Financial Proposal shall be exclusive of taxes, duties, levies, port and anchorage charges, navigation charges, river dues, and any other charges payable to any Governmental Authority in performance of the Services/Work under the Contract (excluding tug hire or purchase expenses, or mooring charges or any other port services related costs and expenses) in each case, as applicable in Bangladesh. During Execution of the contract, all such applicable taxes, duties and other charges shall be paid by the contractor directly to the concerned statutory authority. On completion of each shipment, RNPL will reimburse to the contractor, the taxes and duties which are applicable in Bangladesh and exclusive of the Contract price, at actuals on submission and verification of original challan / documentary proof along with the balance payment. Such reimbursement shall be done in Bangladesh Taka.
- III. In respect of the Taxes and Duties as set out in ITB Clause 5.7, or otherwise under the Contract, any implication or consequence of an increase or decrease in the rates of such Taxes and Duties (including on account of any enactment, modification, amendment, replacement of Applicable Laws, any change in interpretation thereof, or otherwise), shall

ATTACHMENT 1P
PAGE 3

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

- IV. Further, RNPL shall not deduct any Advance Income Tax(AIT) or Value Added Tax(VAT) applicable in Bangladesh, from the payment due to the Contractor. Both AIT and VAT shall be borne by RNPL and shall be paid by directly to the concerned authorities.
- V. The quoted Contract Price is inclusive of costs towards obtaining/ maintaining licenses, permits and inspections required for the work including the cost of securing permits for materials, equipment, supplies and personnel deployed from abroad to Bangladesh, as may be necessary. and the same shall be to the account of the Bidder.

Place:

(Signature).....
(Printed Name)
(Designation).....
(Common Seal)

ATTACHMENT 1P-A
PAGE 1

E.F.T. Form

To
Finance & Accounts Deptt.
RPCL-NORINCO Intl Power Limited.,
Asian Tower (Level#11), House # 52, Road #
21, Nikunja 2, Khilkhet, Dhaka-1229,
Bangladesh

Dear Sir,

Ref: Authorisation of all our payments through Electronic Fund Transfer System.

We hereby authorize RPCL-NORINCO Intl Power Ltd., Kalapara Upazilla, Bangladesh to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(To be filled in Capital Letters)

1. Name of the Beneficiary:
2. Address of the Beneficiary:
.....**Postal Code**.....
3. Mobile No./Telephone No. (With STD Code):.....
4. Bank Particulars: *
 - A. Name of the Bank.....
 - B. Address of the Bank Branch:
.....**Postal Code**.....
 - C. Bank's Telephone No with STD code.....
 - D. Bank's Fax No with STD code.....
 - E. Bank Account Number.....
 - F. Bank Account Type: Saving/ Current / Cash Credit / Others- specify
 - G. Routing number:
 - H. SWIFT Code:.....
5. TIN Number of Beneficiary**
6. BIN Number of Beneficiary**
7. E-Mail Address of Beneficiary for intimation regarding release of payments:

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the owner responsible.

(Signature of Authorised Signatory with
Date and Stamp)

*Attach a cancelled Cheque.

**Attach a copy of respective certificate.

**ATTACHMENT 1P-A
PAGE 2****BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a bank account no.....with our branch and the Bank Particulars mentioned above are correct.

Date:.....

(Signature of Authorised Signatory of
Bank)
Authorisation
No.....

(Name and Official Stamp)



**BID AND CONTRACT FORMS
(SECTION-V)
PART-B (Contract Forms and Proforma)**

INDEX

Sl. No.	Form No.	Purpose of Proforma
1.	Form-1	Proforma for Bank Guarantee for Bid Security
2.	Form-2	Proforma for Bank Guarantee for Performance Security
3.	Form-3	Proforma for Bank Guarantee for Initial Payment
4.	Form-4	Not Applicable
5.	Form-5	Form of Deed of Joint Undertaking
6.	Form-6	Not Applicable
7.	Form-7	Form of Consortium Agreement
8.	Form-8	Form of Notification of Award
9.	Form-9	Form of Contract Agreement







(Form-1)**Proforma for Bank Guarantee for Bid Security**

[Bid Security to be issued on non-judicial stamp paper of appropriate value by a scheduled bank in Bangladesh or a foreign bank of International repute having correspondent bank located in Bangladesh, to make it enforceable, as stated under the relevant IFB Clause]

Invitation for Bid No.: [As Per IFB]

Date: 10.06.2024

Bidding Document No.: [As Per IFB]

To
Company Secretary
RPCL-NORINCO Intl Power Ltd. ("RNPL")
Asian Tower (Level#10), House # 52, Road
21, Nikunja 2, Khilkhet, Dhaka-1229,
Bangladesh

BID GUARANTEE No.:

We have been informed that {insert name of Bidder} (hereinafter called "the Bidder") intends to submit to you its Bid dated {insert date of Bid} (hereinafter called "the Bid") for Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District-Patuakhali, Bangladesh under the above Invitation for Bid (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bank Guarantee for Bid Security.

At the request of the Bidder, we {insert name of bank} hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of US Dollar {insert amount in figures and in words}, upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- a) has withdrawn its Bid after opening of Bids but within the validity of the Bid; or
- b) has submitted forged document in support of its qualification; or
- c) refused to accept unconditionally the Notification of Award ("NOA") within the period as stated under Instructions to Bidder ("ITB"); or
- d) failed to furnish Performance Security within the period as stipulated in the NOA; or
- e) refused to sign the Contract Agreement by the time specified in the NOA; or

- f) did not accept the correction of the Bid price following the correction of the arithmetic errors in accordance with the ITB; or
- g) has been found to be engaged in corrupt, fraudulent, collusive or coercive practices while competing in the Bidding process.

This guarantee will expire:

- a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you in accordance with the ITB; or
- b) if the Bidder is not the successful Bidder, forty-five (45) days after the expiration of the Bidder's Bid validity period, being [date of expiration of the Bid validity plus forty-five (45) days].

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal

(Form-2)**Proforma for Bank Guarantee as Contract Performance Security**

[Performance Security to be issued on non-judicial stamp paper of appropriate value by a foreign bank of International repute having correspondent bank located in Bangladesh, to make it enforceable, as stated under relevant /TB Clauses]

Notification of Award No.:

Date:10.06.2024

To:

Company Secretary

RPCL-NORINCO Intl Power Ltd. (RNPL)

Asian Tower (Level#10), House # 52, Road #

21, Nikunja 2, Khilkhet, Dhaka-1229,

Bangladesh

PERFORMANCE GUARANTEE No: {insert Performance Guarantee number}

We have been informed that [name of Contractor [(hereinafter called "the Contractor") has undertaken, pursuant to Notification of Award (NOA) No. {reference number of award notification[dated [date of NOA[(hereinafter called "the Contract") for Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District-Patuakhali, Bangladesh under the Contract.

Furthermore, we understand that, according to your conditions, Contract must be supported by a performance guarantee.

At the request of the Contractor, we {name of bank[hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of USD [USD in figures and words[, upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee}, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal

(Form-3)
Proforma for Bank Guarantee for Initial Payment
[Deleted]

(Form-4)

NOT APPLICABLE

R. R.

M.

g. j.

K. S.

A.

Form 5
(Deed of Joint Undertaking)











{Form-5}
{ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE}

FORM OF DEED OF JOINT UNDERTAKING FOR THE BIDDER AS INDIVIDUAL COMPANY TAKING STRENGTH FROM ITS *HOLDING/ SUBSIDIARY/ JOINT VENTURE/ SUBSIDIARY OF HOLDING COMPANY TO MEET TECHNICAL CRITERIA AS PER IFB CLAUSE 5.2(i) OR 5.2(ii) OR 5.2(iii) OR AND/OR THE FINANCIAL CRITERIA MENTIONED AT IFB CLAUSE 5.3(i)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR AND ITS *HOLDING/ SUBSIDIARY/ JOINT VENTURE/ SUBSIDIARY OF BIDDER'S HOLDING COMPANY LENDING SUPPORT FOR MEETING THE TECHNICAL CRITERIA AS PER IFB CLAUSE 5.2(i) OR 5.2(ii) OR 5.2(iii) AND /OR FINANCIAL CRITERIA AS PER IFB CLAUSE 5.3(i) FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT.

The **DEED OF JOINT UNDERTAKING** executed on this day of.....
 Two thousand by M/s a Company
 incorporated under..... having its registered office at.
 (Hereinafter
 called the **"Bidder" / "Contractor"**, which expression shall include its successors,
 administrators, executors and permitted assigns)
 and

M/s a Company incorporated
 under.....having its registered office
 at.....(hereinafter called the **"Holding Company" / ***
"Subsidiary Company" * "Joint Venture Company" / * "Subsidiary of Bidder's
Holding Company", which expression shall include its successors, administrators,
 executors and permitted assigns),

WHEREAS, RNPL invited Bids for **Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District- Patuakhali, Barishal Division, Bangladesh** vide its Invitation for Bid (IFB) no. [As Per IFB] for delivery of Limestone of quality and quantity as per the criteria stipulated in the Bidding Document(s) to the Plant Jetty (LDP) of Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, Patuakhali district, Bangladesh (hereinafter referred to as **"the Services"**).

AND WHEREAS the Bidder is not independently meeting the technical criteria stipulated at IFB clause 5.2 (i) or 5.2 (ii) or 5.2 (iii) and /or Financial criteria stipulated at IFB Clause 5.3(i) of the Qualifying Requirement at clause 5.0 and is therefore relying on and borrowing from the strength from its *Holding Company / *Subsidiary Company / *Joint Venture Company/ *Subsidiary of Bidder's Holding Company, meeting the Qualifying Requirement at clause 5.4, and further, the Bidder holds a minimum of 50% of voting equity in the Joint Venture Company [to be retained if applicable].

Signature _____ (Bidder)

Signature _____ (#Company)

Company Seal _____ (Bidder)

Company Seal _____ (#Company)



WHEREAS the Bidder is submitting its bid/ proposal in response to the aforesaid Invitation for Bid (IFB) issued by RNPL and the other Bidding Documents.

AND WHEREAS in terms of the IFB, the Bidder and its *Holding Company/ *Subsidiary Company/ *Joint Venture Company / *Subsidiary of Bidder's Holding Company are required to jointly execute and furnish along with the bid, an irrevocable Deed of Joint Undertaking, undertaking to and be jointly and severally liable for performance of the Services and be bound in respect of the Contract for the successful performance of **Procurement and Delivery of Limestone at Plant jetty for the Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District-Patuakhali, Barishal Division, Bangladesh**, fully meeting the stipulated technical requirements, guaranteed parameters and characteristics, as per the Bidding Documents and as indicated in the bid/ proposal submitted by the Bidder, in the event, the Bid is accepted by RNPL, resulting into a Contract.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by RNPL to the Contractor, we the Contractor and the *Holding Company/ *Subsidiary Company / *Joint Venture Company / *Subsidiary of Bidder's Holding Company, do hereby declare and undertake that we shall be jointly and severally responsible to the RNPL and liable for the execution and successful performance of the Services under the contract.
2. We, the *Holding Company/ *Subsidiary Company/ *Joint Venture Company/ *Subsidiary of Bidder's Holding Company do further undertake, declare and confirm that we shall be fully responsible for imparting relevant expertise to the Contractor and training the Contractor for successful performance of the Services on sustained basis.
3. In case of any breach of the Contract committed by the Contractor, we the *Holding Company / *Subsidiary Company/ *Joint Venture Company / *Subsidiary of Bidder's Holding Company do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Services as specified in the Contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further, if RNPL sustains any loss or damage on account of any breach of the Contract or shortfall in performance of the Services or any part thereof, or any default in maintaining compliance with the EIA report and any other statutory orders, we the *Holding Company / *Subsidiary Company/ *Joint Venture Company / *Subsidiary of Bidder's Holding Company and the Contractor jointly and severally undertake to promptly indemnify and pay such losses/ damages caused to RNPL on its written demand without any demur, reservation, contest or protest in any manner whatsoever. Determination of losses/ damages shall be in line with provisions on Limitation of Liability contained in the said Contract.

Signature _____ (Bidder)

Signature _____ (#Company)

Company Seal _____ (Bidder)

Company Seal _____ (#Company)







4. Without prejudice to the generality of the undertaking in paragraphs above, the manner of achieving the objectives set forth above shall be as follows:
- a) We, the *Holding Company / *Subsidiary Company / *Joint Venture Company / *Subsidiary of Bidder's Holding Company, shall be jointly responsible to perform successfully, all activities included in the scope including contractual obligation required to perform the Services under the contract. The responsibility and liability for the performance of the Services by the Bidder and the *Holding Company / *Subsidiary Company / *Joint Venture Company / *Subsidiary of Bidder's Holding Company, shall be co- extensive;
 - b) We, the *Holding Company / *Subsidiary Company / *Joint Venture Company / *Subsidiary of Bidder's Holding Company shall be specifically responsible for the following:
 - I. Provide expertise and Personnel support, as may be necessary, to the Contractor to perform the Services successfully;
 - II. Provide all necessary support and assistance to the Contractor in maintaining compliance with the EIA report, as may be necessary;
 - III. Extend the Health, Safety, and Environment (HSE) Quality Management System to the Contractor for performance of the Services, as may be necessary;
 - IV. Extend Health, Safety, and Environment (HSE) Quality surveillance to the Contractor during the performance of the Services, as may be necessary;
 - V. Ensure that the Limestone supplied to RNPL is as per the monthly, quarterly and yearly quantity scheduled/ finalized as per the Contract provisions and the Limestone supplied to RNPL meets the quality parameters as per the Contract;
 - VI. Provide necessary guidance and assistance to the Contractor in obtaining all the permissions, licences and clearances from any authority concerned for the purposes of the carrying out of the Services;
 - VII. Ensure that the complete supply chain is smooth and free from disturbances to meet the delivery schedule as finalized as per the Contract provisions; and
 - VIII. Provide all necessary expert support and assistance to the Contractor to operate the Contract and perform the Services successfully.

Signature _____ (Bidder)

Signature _____ (#Company)

Company Seal _____ (Bidder)

Company Seal _____ (#Company)

5. We, the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company/ *Subsidiary of Bidder's Holding Company do hereby undertake and confirm that our present relationship status as ---- shall be maintained for a lock-in period of the entire duration of the Contract. In the event that any change in relationship status becomes necessary, the same shall be informed to RNPL and prior written consent of RNPL shall be obtained before proceeding for any change in the said relationship. Any change, without obtaining RNPL's written consent, in the relationship status, which forms the basis for the Bidder's/Contractor's meeting the Qualifying Requirement, shall be treated as breach of Contract.
6. We, the Contractor and the *Holding Company / *Subsidiary Company / *Joint Venture Company/ *Subsidiary of Bidder's Holding Company do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days beyond the duration of the Contract awarded to the Contractor. We, the Contractor and the *Holding Company / *Subsidiary Company/*Joint Venture Company/*Subsidiary of Bidder's Holding Company do further undertake and confirm that this Deed of Joint Undertaking shall not expire nor be revoked until its validity, 90 days beyond the Term of the Contract. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
7. Any dispute that may arise between RNPL and the Contractor or the *Holding Company / *Subsidiary Company / *Joint Venture Company I *Subsidiary of Bidder's Holding Company in connection with this Deed of Joint Undertaking shall be finally settled as per the dispute resolution mechanism set out under the Contract.

This deed of undertaking shall be construed and interpreted in accordance with the Laws of England and Wales.

8. That this Deed of Joint Undertaking shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Contractor and the *Holding Company / *Subsidiary Company/*Joint Venture Company/ *Subsidiary of Bidder's Holding Company through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

Signature _____ (Bidder)

Signature _____ (#Company)

Company Seal _____ (Bidder)

Company Seal _____ (#Company)



For M/s
(BIDDER/ CONTRACTOR)

WITNESS:

1.
(Authorised Official Address)

(Signature of the Representative)
Name
Designation.....

For M/s.....
(the *HOLDING COMPANY/
SUBSIDIARY COMPANY/ JOINT
VENTURE COMPANY/
*SUBSIDIARY OF BIDDER'S
HOLDING COMPANY

WITNESS:

1.....
(Official Address)

(Signature of the Authorised
Representative)
Name.....

Designation.....
Common Seal of the
Company.....

Notes:

- I. **Power of Attorney of the persons signing on behalf of each of the executants is to be furnished by the bidder and attached along with the signed Deed of Joint Undertaking.**
- II. ***Bidder to strike out, whichever is not applicable.**

Signature _____ (Bidder)

Company Seal _____ (Bidder)

Signature _____ (#Company)

Company Seal _____ (#Company)

[Handwritten signatures and marks]

(Form-6)

NOT APPLICABLE

R. R.

[Signature]

[Signature]

[Signature]

[Signature]

(Form-7)

**(On Non-Judicial Stamp Paper of Appropriate
Value) FORM OF CONSORTIUM AGREEMENT**

BETWEEN

M/S.....

AND

M/S.....

AND

M/S.....

**FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR
PROCUREMENT AND DELIVERY OF LIMESTONE AT PLANT JETTY FOR *Patuakhali*
1320(2×660) MW Coal Fired Thermal Power Plant AT KALAPARA UPAZILLA**

BIDDING DOCUMENT NO.: [As Per IFB]

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);

and

M/s..... a firm/ company
registered/incorporated

under the laws ofand having its registered office at

..... (hereinafter called the "Partner-2", which

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Common Seal

Common Seal

Common Seal



expression shall include its successors, administrators, executors and permitted assigns);and

Mis....., 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);

for the purpose of submission of a bid and entering into the Contract (in case of award) against Bidding Document No. [As Per IFB] for 'PROCUREMENT AND DELIVERY OF LIMESTONE AT PLANT JETTY FOR Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project AT KALAPARA UPAZILLA' of RPCL-NORINCO Intl. Power Limited, a Company incorporated under the Companies Act (Bangladesh), 1994, and having its Registered Office at Asian Tower (Level#10), House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka-1229, Bangladesh (hereinafter called "RNPL").

WHEREAS, RNPL invited Bids for 'PROCUREMENT AND DELIVERY OF LIMESTONE AT PLANT JETTY FOR Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project' vide its Bidding Document No. [As Per IFB] .

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 three (03) firms, meeting the qualifying 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 RNPL 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),

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Common Seal

Common Seal

Common Seal



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 the bid has been submitted to RNPL 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 been signed by each partner of the Consortium and and thereon submitted to RNPL

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. That in consideration of the Award of the Contract by RNPL 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 Consortium, and further declare, confirm and undertake that that we, being each Consortium Partner, shall, jointly and severally be bound to RNPL 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 RNPL 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.

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Common Seal

Common Seal

Common Seal

2. Notwithstanding anything contained herein, Partner-2 and *Partner-3 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 RNPL 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 RNPL on its written demand, without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of RNPL against the Lead Partner under the Contract and / or guarantees issued in its favour. We agree that RNPL 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 RNPL to proceed against the Lead Partner/ Partner-1 to these presents before proceeding against Partner- 2 and/or *Partner-3.

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

3. The financial liability of each of the partners of the Consortium, to RNPL 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 RNPL 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 understanding of specific performance, in Appendix-1 to this Agreement. It is therefore 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

Signature
(Partner-1)

Signature
(Partner-2)

Signature
(Partner-3)

Common Seal

Common Seal

Common Seal



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 RNPL 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.
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.....

Signature(Partner-1)	Signature (Partner-2)	Signature (Partner-3)
Common Seal	Common Seal	Common Seal

[Handwritten signatures and marks]

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.....

For M/s.....

Witness: (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.....

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

Signature	(Partner-1)	Signature	(Partner-2)	Signature	(Partner-3)
Common Seal		Common Seal		Common Seal	

[Handwritten signatures and marks at the bottom of the page]

(Form-8)**DRAFT FORM OF NOTIFICATION OF AWARD**

Ref. No.:

Date:

.....(Contractor's Name & Address).....

Attn.: Mr.....

Sub: Notification of Award of Procurement and Delivery of Limestone at Plant jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla, District-Patuakhali, Barishal division, Bangladesh as per Bidding Document No. [As Per IFB]

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bid (IFB) No.dated.....

(ii) Bidding Documents for the subject package issued to you vide our letter no.

..... dated comprising the following:

.....(List out all the Sections/Volumes of the Bidding Document along with Tender Drawings etc. as issued to the Bidder)

Errata/Amendment No..... to (Name of Section/Volume of the Bidding Document to which errata/amendment pertains)issued to you vide our letter no..... dated

(Applicable only if any errata/amendment to the Bidding Document have been issued subsequently)

(iii) Clarifications furnished to you on the Bidding Document vide our letter no..... dated based on the query raised by prospective bidders. (Use as applicable)

(Applicable only if any clarification to the Bidding Document has been issued subsequently)

RPL

N

J

RPL

N

(INCLUDE AS FURTHER SUB-PARA ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENT UP TO THE DATE OF TECHNICAL PROPOSAL OPENING)

- iv) Your Bid for the subject package submitted vide your letter no..... dated.....and its modification vide letter no..... dated (delete if not applicable).
- v) Our fax message/letter No..... dated..... regarding extension of validity of bid and that of the bank guarantee towards Bid Security.
(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARA ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER TECHNICAL PROPOSAL OPENING)

- vi) Our fax message/letter no. dated..... inviting you for post bid discussions.
- vii) Post bid discussions and meetings we had with you from to resulting into the following minutes of meeting enclosed herein with this Notification of Award:
- Minutes of meeting regarding Commercial issues (APPENDIX -)
 - Minutes of meeting on Technical issues (APPENDIX -)
 - Minutes of meeting regarding Work Schedule (APPENDIX-)
 - Minutes of meeting regarding Quality Assurance aspects (APPENDIX-

- 2.0 This is to inform you and confirm that having accepted your Bid submitted vide letter no. dated and its modification vide letter no..... dated (delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Document, your subsequent letters (use if relevant) and agreed minutes of meeting referred to in para 1.0 above, RNPL hereby award the Contract for the work of (Indicate brief Scope of Services) of..... (Name of Contract)for (Name of Project) as per Bidding Document no. , in your favour.
- 3.0 The Contract Price for the entire Scope of Services under the Contract shall be(Specify the amount and currency)
- 4.0 You shall prepare and finalize the Contract Document for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Document, on non-judicial stamp paper of appropriate value within days from the date of this Notification of Award.
- 5.0 The provisions and stipulations, including the obligations and liabilities of the Contractor, as set out in the Bidding Documents, especially under Section-III (Conditions of Contract) of the Bidding Documents, shall mutatis mutandis apply to and in respect of this Notification of Award.
- 6.0 Until the formal Contract Agreement is signed, this Notification of Award shall constitute a legally binding and enforceable Contract.
- 7.0 We request you to submit acceptance of this Notification of Award by furnishing a copy thereof duly countersigned and stamped on each page, including all the enclosed

appendices, by the authorized signatory of the Contractor, as a proof of your acknowledgement and confirmation.
You are required to take the necessary action to prepare for commencement of the Services and confirm action taken in this regard to RNPL.

Yours faithfully,

for and on behalf of

RPCL-NORINCO Intl Power Limited

(Authorised Signatory)

Encl.: As
above.











(Form-9)**DRAFT FORM OF CONTRACT AGREEMENT**

(To be executed on a Stamp Paper of appropriate value as per the applicable law in Bangladesh)

This Contract is made at Dhaka on..... [day]..... [month] _ ,_[year] by and between

1. RPCL-NORINCO Intl. Power Limited (a Company incorporated under the Companies Act 1994 of Bangladesh) having its registered office at _____ (hereinafter referred to as "RNPL", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the FIRST PART AND

AND _____[Contractor's name] (a Company incorporated under the _____ / Consortium constituted in terms of the Consortium Agreement dated _____) having its registered office at _____ Address] (hereinafter referred to as "Contractor", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the SECOND PART.

(Both RNPL and the Contractor shall be individually referred to as a "Party" and collectively referred to as the "Parties")

WHEREAS

- I. RNPL invited bids vide Invitation of Bid (IFB) no. [As Per IFB] dated for Procurement of Limestone to be delivered at Plant Jetty for Patuakhali 1320(2x660) MW Coal Fired Thermal Power Plant Project at Kalapara Upazilla (hereinafter referred to as the "Tender"), wherein RNPL had prescribed the technical and financial terms and conditions in the Bidding Document(s) as issued by it for the subject Tender.
- II. _____ (the Contractor, as the successful Bidder) submitted its Bid in the form of its Technical Proposal and Financial Proposal, for undertaking the Services as prescribed in respect of the subject Tender in the Bidding Documents. Upon consideration and evaluation of the successful Bidder's proposal, RNPL accepted the proposal of the Contractor and in furtherance thereof, issued the Notification of Award (hereinafter referred to as the "NOA") in favour of the Contractor requiring, inter alia, the signing of this Contract Agreement within _____ days of the date of issuance of the NOA, for the purpose of performance of the Services, including the transportation and delivery of the Limestone at the LDP.
- III. The Contractor's proposal (both Technical and Financial) submitted in vide the Bid forms/ attachments, including the technical and financial warranties and representations, and commitments and undertakings, made therein and in terms thereof, constitute the basis for selection of successful Bidder as the Contractor for the subject Tender.
- IV. The Contractor having been awarded this Contract by RNPL shall remain solely liable, responsible and accountable to RNPL for successful performance of the entire Contract and provisioning of the Services as required in terms thereof.
The provisions and stipulations, including the obligations and liabilities of the Contractor, as set out in the Bidding Documents, especially under Section-III (Conditions of Contract) of the Bidding Documents, shall mutatis mutandis apply to and in respect of this Contract Agreement.

1.1 DOCUMENTS CONSTITUTING THE CONTRACT






The documents forming the Contract (as set forth hereinafter) are to be taken as complimentary to one another and therefore read harmoniously. In case of any ambiguity, or discrepancy or inconsistency between the provisions of the various sections of the documents listed herein below, the order of precedence (in decreasing order of precedence) to be observed and maintained while constructing and interpreting the terms of Services shall be as follows:

- a) **This Contract Agreement duly executed on non-judicial stamp paper;**
- b) **NOA duly accepted by the Contractor;**
- c) **Addenda, errata, amendments, and clarifications issued by RNPL with respect to the Bidding Documents;**
- d) **The Conditions of Contract (Section-III) of the Bidding Document;**
- e) **Technical Specification (Section-IV) of the Bidding Document;**
- f) **Other Sections comprising the Bidding Document;**
- g) **Financial Proposal of the Contractor; and**
- h) **Technical Proposal of the Contractor.**

Without prejudice to the foregoing, any ambiguity or discrepancy or inconsistency between the provisions of all or any of the aforesaid documents constituting the Contract may be clarified/resolved by RNPL, who shall then instruct the Contractor in accordance thereof, failing which the stipulation contained in the stricter condition amongst the inconsistent provisions shall apply.

The Contract, once signed, shall supersede all prior correspondence between the Parties, to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract. Any modification of this Contract shall be effected only by a written instrument signed by the authorized representative of the Parties.

NOW, THEREFORE, in consideration of the Agreement and covenants hereinafter set out, and intending to be legally bound hereby, the Parties hereto covenant and agree with each other

Signed this day as above mentioned by both the Parties:

For RNPL	For (Name of Contractor)
Signature:	Signature:
Name:	Name:
(Block Letters)	(Block Letters)
Designation:	Designation:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:



Witness 1	Witness 1
a)Signature b)Name: (Block Letters) c) Address & Occupation	a)Signature b)Name: (Block Letters) c)Address & Occupation
Witness 2	Witness 2
a)Signature b)Name: (Block Letters) c)Address & Occupation	a)Signature b)Name: (Block Letters) c)Address & Occupation







