



## **BANGLADESH-CHINA POWER COMPANY LIMITED**

**(A Joint Venture of CMC and NWPGL)**

**UTC Building (Level # 5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh  
Phone No. 02-48118307, 02-48118316, Web: [www.bcpcl.org.bd](http://www.bcpcl.org.bd), E-mail: [info@bcpcl.org.bd](mailto:info@bcpcl.org.bd)**

### **REQUEST FOR QUOTATION FOR**

**Procurement of Third-Party Inspection Service provider to  
conduct yearly measurement of coal stockpile at Payra 1320MW  
TPPP site**

**BANGLADESH-CHINA POWER COMPANY LIMITED**

**(A Joint Venture of CMC and NWPGL)**

**UTC Building (Level-05), 8 Panthapath,  
Kawran Bazar, Dhaka-1215, Bangladesh**

**Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1023.02**

**Issued On: October 23,2024**

**Submission Deadline: October 31,2024; before 03:00PM.**





## BANGLADESH-CHINA POWER COMPANY LIMITED

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### REQUEST FOR QUOTATION

for

**Procurement of Third-Party Inspection Service provider to conduct yearly measurement of coal stockpile at Payra 1320MW TPPP site**

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To

1. Bangladesh-China Power Company Limited has been allocated funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Scope of Service are attached in the Terms of Reference (annexure-01) and the potential Quotationers may perform field inspection during office hours on all working days at BCPCL site.
3. Quotation is being requested on Unit-Rate/Lump-sum basis.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in Para 6 below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
6. Quotation in a sealed envelope or by fax or through electronic mail on or before 12:00 PM on October 31,2024. The envelope containing the Quotation must be clearly marked "**Procurement of Third-Party Inspection Service provider to conduct yearly measurement of coal stockpile at Payra 1320MW TPPP site**" and "DO NOT OPEN before 03:30 P.M. on October 31,2024". Quotations received later than the time specified herein shall not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in Para 6 above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days.
9. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
10. All Quotations must be valid for a period of at least 60 (Sixty) days from the closing date of the Quotation.



11. No public opening of Quotations received by the closing date shall be held.
12. Quotationer's rates or prices shall be inclusive of profit and overhead and all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
13. Rates shall be quoted and, subsequent payments under this Contract shall be made in BDT. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.

14. **Qualification Criteria:**

- i) *Quotationer shall have legal capacity to enter into Contract.*
- ii) *Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid Trade License, Tax Identification Number (TIN) and VAT Registration Number without which the Quotation may be considered non-responsive.*
- iii) *Quotationer shall have at least 01 (one) Completed project experience in the relevant field in the last 05 years and shall be required to submit completion certificate of at least one completed project of similar nature.*
- iv) *The Service Provider should have appropriate logistics and operational support team.*

15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
16. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
17. Letter inviting the successful Quotationer to sign the Contract shall be issued within 07 days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 03 days of issuing such Letter of Invitation.
18. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

*Rashed*  
25/10/2024

*R*  
**Rashed Morshed**  
Superintending Engineer (Procurement)  
Bangladesh-China Power Company Limited  
UTC Building (Level-05), 8 Panthapath, Kawran Bazar,  
Dhaka-1215, Bangladesh.  
e-mail: rashedmorshed@bcpcl.org.bd

**Distribution:**

1. Notice Board.
2. Office File.



## Quotation Submission Letter

**Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1023.02**

**Issued On: October 23,2024**

**Superintending Engineer (Procurement)**

**Bangladesh-China Power Company Limited**

UTC Building (Level-05), 8 Panthapath, Kawran Bazar,  
Dhaka-1215, Bangladesh.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named **Procurement of Third-Party Inspection Service provider to conduct yearly measurement of coal stockpile at Payra 1320MW TPPP site.**

**The total Price of my/our Quotation is BDT**

**In Words:**

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 21(e) of the Terms and Conditions and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on **October 23,2024.**

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

Signature of Quotationer with Seal

Date:



## Bill of Quantities

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1023.02

Issued On: October 23, 2024

Sl.	Description of Work	Unit	Qty	Unit Price in BDT/USD (Including VAT & IT)	Total Price in BDT/USD (Including VAT & IT)
1	2	3	4	5	6
1	Measurement and Record of Coal Stockpile in the 04 (four) nos. covered coal domes, 12 nos Coal Bunkers at Payra 1320MW Thermal Power Plant (Phase-1) (scope of service as per attached ToR)	Job	04		
2	Measure limestone in the same process as per the requirement of Employer. (max capacity 18000 tons) (scope of service as per attached ToR)	Job	04		
<b>Grand Total including VAT &amp;IT (BDT/USD) =</b>					

Total Price Including VAT & IT (in words)	
Works to be performed at	Payra 1320MW TPPP Site.

[Insert number] number corrections made by me/us have been duly initialed in this BoQ.

Signature of the Quotationer with Seal	Date:
Name of the Quotationer	

**Note:**

- Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5 & 6 by the Quotationer.
- Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. Whatsoever
- BCPCL will deduct Tax & VAT at source from the invoice placed by the service provider at the rate mentioned below:**
  - for quotation placed in BDT (VAT 15% and Tax 10%)
  - for quotation placed in USD (VAT 15% and Tax 20%)
- Employer will be responsible to pay all kinds of taxes within employer's country and the contractor/service provider will be responsible for all kinds of taxes within the contractor/service providers own country.
- Employer may not avail the scope of service in the serial no.02 of the bill of quantities. On such occasions, the bill will be settled as per actual service availed and duly accepted by BCPCL.



## Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] between [name and address of Procuring Entity] (hereinafter called “the Procuring Entity”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Entity invited Proposal for certain Works and physical services named **Procurement of Third-Party Inspection Service provider to conduct yearly measurement of coal stockpile at Payra 1320MW TPPP site** and has accepted the Proposal submitted by the Service provider for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) the signed Contract Agreement
  - (b) the Letter of Invitation
  - (c) the Conditions of Contract
  - (d) the Specifications
  - (e) the Design and Drawings (if any)
  - (f) the priced Bill of Quantities
  - (g) the Terms of Reference (ToR)
  - (h) any other document listed anywhere in the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

**For the Purchaser**

**For the Service provider**

Signature

Name

Designation

In the presence of

Name



**Conditions of Contract**  
**for**  
**Procurement of Third-Party Inspection Service provider to conduct yearly measurement of coal stockpile at Payra 1320MW TPPP site**

1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the Rules & Regulations of BCPCL.
3. The service provider shall have to commence the Work within 7 (*seven*) days of issuance of notification from the procuring entity and complete in conformity in all respects with the provisions of the Contract in accordance to the timeframe mentioned in the Terms of Reference (ToR).
4. The time and date for the execution of the work will be determined by the procuring entity and the service provider shall comply with the timings as it is crucial to manage site availability.
5. The service provider shall comply with all the Terms of Reference for 'Procurement of Third-Party Inspection Service provider to conduct a yearly measurement of coal stockpile at Payra 1320MW TPPP site'. *Terms of Reference (ToR)* is attached herewith in *Annexure-01*.
6. The service provider shall be entitled to an extension of the work schedule if the Procuring Entity delays in receiving the services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
7. The Procuring Entity shall check and verify the study executed by the Service provider and notify the Service provider of any Defects found.
8. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Service provider to:
  - a. remove and replace any service or part thereof which is not in accordance with the Contract,
  - b. remove and re-execute any other service or part thereof which is not in accordance with the Contract, and
  - c. execute any service which is urgently required for the safety of the study.
9. The Service provider shall submit to the Procuring Entity the progressive invoices for estimated value of services executed less the cumulative amount certified previously.
10. The Service provider shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
11. Mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities:  
**Mode of Payment:**  
Payments shall be made only after successful completion of each service and submission of report to BCPCL and duly accepted by BCPCL (Referred in ToR).
12. The Service provider's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
13. The total Contract Price is **BDT || only including Tax & VAT**.
14. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed fifty (50) percent of the Contract Price subject to threshold specified in the Procurement Procedures and Delegation of Financial Power-2019 of Bangladesh China Power Company Limited.
15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.



16. The Service provider shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
17. The Procuring Entity shall, within 07 (Seven) working days after receiving the Service provider's application:
  - a) issue the Completion Certificate to the Service provider stating that the Works were completed in accordance with the Contract, or
  - b) reject the application, giving reasons and specifying the works required to be done/redone by the Service provider to enable issuance of the Completion Certificate.
18. The Service provider shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Service provider at his/her own cost and responsibility.
19. The Service provider shall make reasonable provisions for the occupational safety and health of himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the physical services.
20. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Service provider at the Service provider's own cost, if the loss or damage arises from the Service provider's acts or omissions.
21. The Procuring Entity may, by written Notice sent to the Service provider, terminate the Contract in whole or in part at any time, if the Service provider:
  - a) fails to sign the Contract or commence the Work within the specified time.
  - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
  - c) fails to complete the services as per Terms of References.
  - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
  - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
  - f) fails to perform any other obligation(s) under the Contract.
22. The Procuring Entity and the Service provider shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.







**BCPCL**  
**Bangladesh-China Power Company Ltd.**  
**A Joint Venture of CMC & NWPGL**

## **Terms of Reference (ToR)**

**For**

**Procurement of Third-Party Inspection Firm to conduct a yearly measurement of coal stockpile at Payra 1320MW TPPP site**

**Address:**

**Bangladesh-China Power Company Limited  
UTC Building (Level 5), 8 Panthapath, Kawranbazar,  
Dhaka-1215, Bangladesh**



## 1.0 Background

Bangladesh-China Power Company Limited (BCPCL), a Joint Venture Company (JVC) of NWPGL of Bangladesh and CMC of China, is operating a coal-based 1320 MW Thermal Power Plant at Dhankhali, Patuakhali, Bangladesh. The plant consists of two (2) units of Ultra Super Critical Coal-Fired Power Plant each with a gross capacity of 660MW. The Company requires imported coal to operate the Plant and currently it is importing around 300,000.00 (three hundred thousand) tonnes of coal per month to operate both units with partial capacity.

BCPCL management intends to record the coal stockpile in the 04 (four) nos. covered coal domes each with a capacity of maximum 180,000.00 (one hundred eighty thousand) tonnes of coal. Apart from this BCPCL operates FGD plant which consumes limestone in the process. BCPCL intends to measure the stockpile of limestone too.

Furthermore, BCPCL aims to conduct such measurement of coal & limestone stockpile in its coal dome twice a year for a total period of two years.

## 2. Objectives of the Services required

To record the coal stockpile in the 04 (four) nos. covered coal domes each with a capacity of maximum 180,000.00 (one hundred eighty thousand) tonnes of coal twice in a year and for a total period of two years. Measure limestone in the same process as per the instructions of employer.

## 3.0 Scope of Services:

The scope of service broadly includes the following-

- a. To measure & record the coal stockpile in the 04 (four) nos. covered coal domes each with a capacity of maximum 180,000.00 (one hundred eighty thousand) tonnes of coal with the following schedule:
  - i. 31<sup>st</sup> December,2024
  - ii. 30 June,2025
  - iii. 31<sup>st</sup> December,2025
  - iv. 30 June,2026
- b. Perform the same as for limestone as per the requirements of the employer.

## 4.0 Location of the Services:

No. of Sites	Sites Covered Under Certification:	Scope
1	Payra 1320 MW Thermal Power Plant Project -Dhankhali, Kalapara, Patuakhali, Bangladesh	4 nos. Covered Coal Domes, 12 Coal bunkers and relevant areas situated at site & Limestone shed.

## 5.0 Reporting Requirements & Deliverables

The following reports in connection with the assignment are required to be prepared by the service provider and to be submitted to the Plant Manager, Bangladesh-China Power Company Limited.



- a) Prepare comprehensive report with 100% accuracy of the coal & limestone (if any) stockpile measurement within 10 (ten) days of the measurement.
- b) Prepare and submit loss calculations as per the measurement and data from BCPCL and incorporate in the report.

#### **6.0 Support to be provided by the Employer**

Bangladesh-China Power Company Limited will provide access to all information and location to the service provider for all site activities. The corporate management representative of Bangladesh-China Power Company Limited to be the main focal point of the service provider for planning, communication and other issues in connection of execution of the assignment.

The service provider will work independently with his/her team in 1320 MW TPPP site and surroundings for the assignment, to finalize methodologies and approaches, and undertaking fieldwork and perform necessary training programs. BCPCL will facilitate transport, office space, accommodation and food for the service provider inside the power plant.

Please note that, BCPCL will not provide any support with regard to any transport, office space, accommodation and food for the service provider outside the areas of 1320 MW TPPP site or leading up to the site for that assignment. In this regard, any support service, logistics and miscellaneous expenses should be borne by the service providers for the said assignment.

#### **7.0 Responsibilities of the Service Provider**

The Service Provider shall carry out the audit as detailed in the “Scope of services” and “Responsibilities” in the best interest of the client for the successful realization of the project with all reasonable care, skill sound engineering, administrative and financial practices and shall be responsible to the Execution Agency (Bangladesh-China Power Company Limited) for discharge of responsibilities.



#### **8.0 Qualification and Experience of Firm:**

Qualifications and experiences for the service provider should be as follows (Evidence of the qualification to be provided):

- a) Must have at least 01 (one) experience with regard to perform similar assignment successfully within the period of last 05 (five) years.
- b) The Service Provider should have appropriate logistics and operational support team.

#### **9. Mode of Payment:**

Payments shall be made only after successful completion and submission of report after each service to BCPCL and duly accepted by BCPCL.

#### **10. Duration of the Assignment**

The total duration of the assignment will be 24 (twenty-four) months from the date of signing of the contract.

#### **11. Methodology Approach**

The service provider is allowed to undertake any methodology approaches with regard to the assignment like measuring (pv) with electronic total station machine or suitable laser technology. However, the outcome of any approach should not result in poor accuracy of the result.

#### **12. Ownership of the Data, Documents, and Equipment**

- BCPCL shall be the owner of all the data collected, data sets, reports, documents, etc. prepared by the service provider under the assignment.
- All documents, reports and information from this assignment will be regarded as BCPCL's property, so the mentioned outputs or part of it cannot be sold or used in any case without the prior permission of BCPCL.
- The firm shall maintain confidentiality strictly and shall not disclose any information to any other party unless advised by BCPCL.

