

SECTION 1 – INSTRUCTIONS TO BIDDERS

CONTENTS

A	GENERAL	1
	1 Scope of Bid	1
	2 Source of Funds	1
	3 Fraud and Corruption	1
	4 Eligible Bidders.....	2
	5 Eligible Plant and Services	3
B	CONTENTS OF BIDDING DOCUMENT	4
	6 Sections of Bidding Document	4
	7 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	4
	8 Amendment of Bidding Document	6
C	PREPARATION OF BIDS	6
	9 Cost of Bidding	6
	10 Language of Bid	6
	11 Documents Comprising the Bid	6
	12 Letter of Bid and Schedules	7
	13 Alternative Bids	8
	14 Documents Establishing the Eligibility of Plant and Services.....	8
	15 Documents Establishing the Eligibility and Qualifications of the Bidder	8
	16 Documents Establishing Conformity of the Plant and Services	9
	17 Technical Proposal, Subcontractors	9
	18 Bid Prices and Discounts.....	10
	19 Currencies of Bid and Payment.....	13
	20 Period of Validity of Bids.....	13
	21 Bid Security/ Bid Securing Declaration	14
	22 Format and Signing of Bid	15
D	SUBMISSION AND OPENING OF BIDS	15
	23 Submission, Sealing and Marking of Bids.....	15
	24 Deadline for Submission of Bids.....	16
	25 Late Bids	17
	26 Withdrawal, Substitution, and Modification of Bids	17
	27 Bid Opening.....	17

E	EVALUATION AND COMPARISON OF BIDS	20
	28 Confidentiality.....	20
	29 Clarification of Bids.....	20
	30 Deviations, Reservations, and Omissions	20
	31 Preliminary Examination of Technical Bids.....	21
	32 Responsiveness of Technical Bid.....	21
	33 Nonmaterial Nonconformities	22
	34 Detailed Evaluation of Technical Bids	22
	35 Eligibility and Qualification of the Bidder.....	23
	36 Correction of Arithmetical Errors.....	23
	37 Conversion to Single Currency	24
	38 Margin of Preference.....	24
	39 Evaluation of Price Bids.....	24
	40 Comparison of Bids	25
	41 Employer's Right to Accept Any Bid, and to Reject Any or All Bids	25
F	AWARD OF CONTRACT	26
	42 Award Criteria.....	26
	43 Notification of Award	26
	44 Signing of Contract.....	26
	45 Performance Security	26

A GENERAL

- 1 Scope of Bid**
- 1.1 In connection with the invitation for bids indicated in the bid data sheet (BDS), the employer, as indicated in the BDS, issues this bidding document for the procurement of plant and services as specified in section 5 (Employer's Requirements). The name, identification, and number of lots (Contracts) of the international competitive bidding (ICB) are provided in the BDS.
- 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section 6 (General Conditions of Contract).
- 2 Source of Funds**
- 2.1 Employer will be arranging for funds required for this project from its own funds and borrowings.
- 2.2 The Bidder is required to invest ten (10) to fifteen (15) percent (%) of the Contract Price (Contractor's Investment) from its own fund for procurement of major equipment, design, engineering and start piling work immediately after the Effective Start Date of the Contract. A rebate of zero (0) to one point five (1.5) percent (%) (respectively) will be provided on offered Bid Price for the purpose of Price Bid Evaluation. Bidders proposing investment less than ten (10) percent (%) will be rejected.
- 3 Fraud and Corruption**
- 3.1 The Employer requires that bidders, suppliers, and contractors, observe the highest standard of ethics during the execution of this Contract. In pursuance of this policy, the Employer:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
- i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly,

any party or the property of the party to influence improperly the actions of a party;

- iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract (GCC 9.6 and 42.2.1 (c)).

4 Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- a) all partners shall be jointly and severally liable, and
- b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder, and all partners constituting the Bidder, shall have a nationality of any country except from State of Israel. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or

- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid; or
- f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid; or
- g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.5 Firms of a country shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's country prohibits any import of goods from that country or any payments to persons or entities in that country.

5 Eligible Plant and Services

5.1 The plant and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such plant and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major

assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

B CONTENTS OF BIDDING DOCUMENT

- 6 Sections of Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 - Instructions to Bidders (ITB)
- Section 2 - Bid Data Sheet (BDS)
- Section 3 - Evaluation and Qualification Criteria (EQC)
- Section 4 - Bidding Forms (BDF)
- PART II Requirements**
- Section 5 - Employer's Requirements (ERQ)
- PART III Conditions of Contract and Contract Forms**
- Section 6 - General Conditions of Contract (GCC)
- Section 7 - Special Conditions of Contract (SCC)
- Section 8 - Contract Forms (COF)
- PART IV Attachments**
- Attachments A to E
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any written request for clarification, provided that such request is received no later than 21 days prior to the deadline for

- submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is required to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense. A comprehensive Site Visit Report is to be submitted along with Technical Bid. Bidders who fail to visit site and (or) Bids submitted without Site Visit Report shall be considered as substantially non-responsive and rejected.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will 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 inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the pre-bid meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of

the pre-bid meeting.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8 Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2

C PREPARATION OF BIDS

9 Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10 Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid submitted by the Bidder shall comprise the following:

- a) Letter of Technical Bid;
- b) Bid Security or Bid Securing Declaration, in accordance with ITB 21;

- c) alternative bids, if permissible, in accordance with ITB 13;
- d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
- e) documentary evidence establishing in accordance with ITB 14.1 that the plant and services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
- f) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- g) Technical Proposal in accordance with ITB 17.
- h) documentary evidence establishing in accordance with ITB 16 that the plant and services offered by the Bidder conform to the Bidding Document;
- i) in the case of a bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;
- j) List of subcontractors, in accordance with ITB 17.2;
- k) Comprehensive Site Visit Report in accordance with ITB 7.2; and
- l) any other document required in the BDS.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

- a) Letter of Price Bid;
- b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 18;
- c) alternative price bids, if permissible, in accordance with ITB 13; and
- d) any other document required in the BDS

12 Letter of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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- 13 Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB 13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section 3 (Evaluation and Qualification Criteria).
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When bidders are invited in the BDS to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section 5 (Employer's Requirements). Technical alternatives for the specific parts of the facilities that comply with the performance and technical criteria specified for the plant and services shall be considered by the Employer on their own merits, pursuant to ITB 32.
- 14 Documents Establishing the Eligibility of Plant and Services**
- 14.1 To establish the eligibility of the plant and services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section 4 (Bidding Forms).
- 15 Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 15.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 38.

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- 16 Documents Establishing Conformity of the Plant and Services**
- 16.1 The documentary evidence of the conformity of the plant and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:
- a) a detailed description of the essential technical and performance characteristics of the plant and services, including the performance guarantees of the proposed plant and services, in response to the Specification;
 - b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the plant for the period named in the BDS, following completion of plant and services in accordance with provisions of contract; and
 - c) a commentary on the Employer's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.
- 16.2 In order to facilitate evaluation of Technical Bids, deviations, if any, from the terms and conditions or Specification shall be listed as indicated in ITB 18.2.
- 17 Technical Proposal, Subcontractors**
- 17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17.2 For major items of plant and services as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements

specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1

17.4 Bidders proposing to sub-let, subcontract and / or assign whole of the works or substantial portion of the works as one subcontract shall be considered as substantially non-responsive and their Bids will be rejected.

18 Bid Prices and Discounts

18.1 Unless otherwise specified in the BDS and/or Section 5 (Employer's Requirements), bidders shall quote for the entire plant and services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. If a Bidder wishes to make a deviation, such deviation shall be listed in the relevant form in Section 4 (Bidding Forms). The Bidder shall also provide the additional price if any, for withdrawal of the deviation.

18.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 4 (Bidding Forms). Where no different Price

Schedules are included in the Bidding Document, bidders shall present their prices in the following manner: Separate numbered Schedules included in Section 4 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1 to 4) shall be summarized in a Grand Summary (Schedule 5) giving the total bid price(s) to be entered in the Bid Form.

Schedule No. 1: Plant (including Mandatory Spare Parts)
Supplied from Abroad

Schedule No. 2: Plant (including Mandatory Spare Parts)
Supplied from within the Employer's
Country

Schedule No. 3: Design Services

Schedule No. 4: Installation and Other Services

Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)

Schedule No. 6: Spare Parts

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation and Other Services.

18.4 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:

- a) Plant to be supplied from abroad (Schedule No. 1):
 - i) the price of the plant shall be quoted CIP-named place of destination basis specified in the BDS;
 - ii) all custom duties and other taxes paid or payable in the Employer's country on the plant if the contract is awarded to the Bidder; and
 - iii) the total price for the plant
- b) Plant supplied from within the Employer's country (Schedule No. 2):
 - i) The price of the plant shall be quoted as per Incoterms specified in the BDS,
 - ii) Sales tax and all other taxes payable in the Purchaser's country on the plant if the contract is awarded to the Bidder, and
 - iii) The total price for the plant.
- c) Design Services. (Schedule No. 3).
- d) Installation and other Services shall be quoted

separately (Schedule No. 4) and shall include rates or prices for local transportation, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of 28 days prior to the deadline for submission of bids. No imported material that will be part of permanent Facilities shall be included in this Schedule.

- e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

18.5 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.

18.6 The prices shall be either fixed or adjustable as specified in the BDS.

- a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 4 (Bidding Forms).

18.7 If so indicated in BDS 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one contract shall specify in their Letter of Price Bid the price reductions applicable to each package,

or alternatively, to individual contracts within the package, and the manner in which the price reductions will apply.

18.8 Discounts offered in the Price Bids will be considered. Discounts offered after submission of Bids pursuant to ITB 26 "Substitution or Modification of Bids", will not be considered.

19 Currencies of Bid and Payment

19.1 The currency(ies) of the bid shall be, as specified in the BDS.

19.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

19.3 Contractor's Investment shall be used to pay only for foreign currency payments (FC1 and FC2). Payments due to the Contractor in BDT will be paid by the Employer as per Terms and Procedures of Payment (Section 8, Appendix 1).

19.4 A tentative Schedule of Payment Milestones is provided in Section 4, Schedule of Payment Milestones. Payments shall be made in installments based on this Schedule of Payment Milestones.

19.5 In the Schedule of Payment Milestones, Payment Milestones No. 1 to 21 shall be fixed. Bidders are required to review and adjust (add / remove and (or) modify) (if necessary), Payment Milestones No. 22 to 93 based on the Time Schedule (Appendix 4 of Section 8) and Construction Schedule (Bidding Forms, Technical Proposal) proposed by the Bidder. The Bidder is also required to demonstrate the relationship between their proposed Schedule of Payment Milestones and proposed Construction Schedule using S-Curves (both work progress and financial progress).

20 Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to

modify its bid.

- 21 Bid Security/ Bid Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Securing Declaration or a bid security in original form and in the amount and currency as specified in the BDS.
- 21.2 A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time if the Bid Securing Declaration is executed, as provided in the BDS.
- 21.3 The bid security shall be an unconditional bank guarantee from a reputable source from an eligible country. The bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 If a bid security is specified, any bid not accompanied by a substantially compliant bid security in original form shall be rejected by the Employer as non responsive. SWIFT messages shall be considered as non-compliant.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of the unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of successful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.7 The bid security may be forfeited or the bid securing declaration executed:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2 or
 - b) if the successful Bidder fails to:
 - i) sign the Contract in accordance with ITB 44;
 - ii) furnish a performance security in accordance with ITB 45; or

- iii) accept the arithmetical corrections of its Bid in accordance with ITB 36.

21.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

22 Format and Signing of Bid

22.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

22.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D SUBMISSION AND OPENING OF BIDS

23 Submission, Sealing and Marking of Bids

23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13,

in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

- b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

23.2 The inner and outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to the Employer in accordance with ITB 24.1; and
- c) bear the specific identification of this bidding process indicated in the BDS 1.1.

23.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 27.1.

23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 27.7.

23.5 Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 20 and 21, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate.

23.6 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

24 Deadline for Submission of Bids

24.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

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- 25 Late Bids**
- 25.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26 Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and
 - b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.
- 27 Bid Opening**
- 27.1 The Employer shall conduct the opening of Technical Bids in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Proposal may be immediately resealed for later evaluation.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid
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withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

27.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and / or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 27.1. 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 bid opening.

27.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and / or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 27.1.

27.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the presence of a Bid Security or a bid securing declaration, if and whichever is required;
- d) the presence of Site Visit Report; and
- e) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 25.1.

27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or

modification; and alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

27.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

27.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

27.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the Bid Prices, including any discounts offered in the Price Bid and alternative offers; and
- d) any other details as the Employer may consider appropriate.

Only Price Bids, discounts offered in the Price Bid, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

27.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts

offered in the Price Bid, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E EVALUATION AND COMPARISON OF BIDS

- 28 Confidentiality**
- 28.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 29 Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 30 Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the

requirements specified in the Bidding Document; and

- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31 Preliminary Examination of Technical Bids

31.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.

31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- a) Letter of Technical Bid;
- b) written confirmation of authorization to commit the Bidder;
- c) Bid Security or Bid Securing Declaration, if applicable;
- d) Site Visit Report; and
- e) Technical Proposal in accordance with ITB 17.

32 Responsiveness of Technical Bid

32.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

32.3 The Employer shall examine the technical aspects of the Bid

submitted in accordance with ITB 17, Technical Proposal, in particular to confirm that all requirements of Section 5 (Employer's Requirements) have been met without any material deviation or reservation.

32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**33 Nonmaterial
Nonconformities**

33.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

33.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

33.3 Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

**34 Detailed
Evaluation of
Technical Bids**

34.1 The Employer will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- a) overall completeness and compliance with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid

that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;

- b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- c) other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).

34.2 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

35 Eligibility and Qualification of the Bidder

35.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.

35.3

35.4 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

35.5

35.6 The capabilities of the manufacturers and subcontractors proposed in its Bid for the major items of plant and services to be used by the lowest evaluated Bidder will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price or the accepted technical specifications. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

36 Correction of

36.1 During the evaluation of Price Bids, the Employer shall

Arithmetical Errors	<p>correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> a) where there are errors in calculation of Cost for each item, Unit Price shall prevail and Cost will be corrected accordingly; b) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; c) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and d) if there is a discrepancy between words and figures, the amount in figures shall prevail, subject to (a), (b) and (c) above. <p>36.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.</p> <p>36.3 Any item in the Schedule of Rates that are neither priced nor indicated as "INCLUDED" shall be deemed to have been excluded by the bidder (even if not indicated in Form OTH-2), and bid price shall be loaded for that particular item by the highest quoted price of other responsive bidders for comparison and price bid evaluation purposes only.</p>
37 Conversion to Single Currency	<p>37.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS .</p>
38 Margin of Preference	<p>38.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.</p>
39 Evaluation of Price Bids	<p>39.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>39.2 To evaluate a Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;

- b) price adjustment for correction of arithmetical errors in accordance with ITB 36.1;
- c) price adjustment due to discounts offered in the Price Bid in accordance with ITB 18.7 and ITB 18.8;
- d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3;
- e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and
- f) the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

39.3 If price adjustment is allowed in accordance with ITB 18.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

39.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

39.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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| 40 Comparison of Bids | 40.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.2. |
| 41 Employer's Right to Accept Any Bid, and to Reject | 41.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby |

Any or All Bids incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F AWARD OF CONTRACT

- 42 Award Criteria**
- 42.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 42.2 The Employer reserves the right to accept any of the deviations submitted in accordance with ITB 18.2 by the lowest evaluated bidder, at the price shown for the deviation in the bid.
- 43 Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted.
- 43.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 43.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 44 Signing of Contract**
- 44.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 45 Performance Security**
- 45.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 39.5, using for that purpose the Performance Security Form included in Section 5 (Employer's Requirements), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.
- 45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award

and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section 2 - Bid Data Sheet

A. Introduction

<p>ITB 1.1</p>	<p>The Employer is:</p> <p style="padding-left: 40px;">Bangladesh-China Power Company (Pvt.) Limited (BCPCL)</p> <p style="padding-left: 40px;">(A Joint Venture of North-West Power Generation Company Limited and China National Machinery Import & Export Corporation)</p> <p>The name of the ICB is:</p> <p style="padding-left: 40px;">Payra Thermal Power Plant (2 x 660MW)</p> <p>The identification number of the ICB is:</p> <p style="padding-left: 40px;">30/BCPCL/Payra 1320 MW/2015</p> <p>The number and identification of lots (contracts) comprising this ICB is:</p> <p style="padding-left: 40px;">One (1)</p>
<p>ITB 2.1</p>	<p>The name of the Project is:</p> <p style="padding-left: 40px;">Payra Thermal Power Plant (2 x 660MW)</p>

B. Bidding Documents

<p>ITB 7.1</p>	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: Company Secretary</p> <p>Address: Bidyut Bhaban (Level 14), 1 Abdul Gani Road, Dhaka – 1000, Bangladesh</p> <p>Telephone: +88-02-9513533</p> <p>Electronic mail address: epc.mpp@bcpcl.org.bd</p>
<p>ITB 7.4</p>	<p>A Pre-Bid meeting will be organized. Details are as follows :</p> <p>Date: 02.11.2015 (tentative)</p> <p>Time: 10:30 am (tentative)</p> <p>Place: Board Room</p> <p>Address: Bidyut Bhaban (Level 14), 1 Abdul Gani Road, Dhaka – 1000,</p>

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C. Preparation of Bids

ITB 11.2 (l)	The Bidder shall submit with its Technical Bid the following additional documents: NIL
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: i) Schedule of Payment Milestones (Section 4, Bidding Forms) ii) Work Progress S-Curve showing proposed Schedule of Payment Milestones (Section 4, Bidding Forms) iii) Financial Progress S-Curve showing proposed Schedule of Payment Milestones (Section 4, Bidding Forms)
ITB 13.1	Alternative bids are not permitted.
ITB 13.2	Alternatives to the Time Schedule are not permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 16.1 (b)	The period following completion of plant and services in accordance with provisions of contract shall be three (3) years.
ITB 18.1	Bidders shall quote for "Single Responsibility" basis The following components or services will be provided under the responsibility of the Employer: Backfilling & Embankment and Transmission Line after the Switchyard
ITB 18.3	Schedule No.1 : Plant (including <i>special construction materials</i> and Mandatory Spare Parts) Supplied from abroad Schedule No.6 : Recommended Spare Parts and Others Modify as follows: Bidder shall note that the plant and equipment included in Schedule Nos. 1 and 2 above exclude materials used for civil, building and other construction works <i>available within the Employer's country</i> . All such material...
ITB 18.4(a)	Schedule No.1 : Plant (including <i>special construction materials</i> and Mandatory Spare Parts) Supplied from abroad

ITB 18.4(a)(i)	The Incoterm for quoting plant to be supplied from abroad is: CIP (Schedule No.4 is used for inland transportation) Named place of destination is: any sea/airport in Bangladesh
ITB 18.4(b)(i)	The Incoterm for quoting plant manufactured within the Employer's country is: EXW
ITB 18.6	The prices quoted by the Bidder shall be <i>adjustable</i>
ITB 19.1	The prices shall be quoted in one or two foreign currencies (for inputs supplied from outside Employer's country) and local currency (BDT) (for inputs supplied from within Employer's Country). For purposes of payment: (a) A Bidder shall identify the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country, which shall be paid in this currency; and (b) A Bidder expecting to incur expenditures in other currencies for inputs supplied from outside the Employer's country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to two foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section 4 (Bidding Forms). (c) If some of the contract expenditures related to Design, Installation and Other Services are to be incurred in the Employer's country, such expenditures shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred.
ITB 20.1	The bid validity period shall be one hundred and eighty (180) days.
ITB 21.1	Bid Security is needed. The Bidder shall furnish a bid security in the amount of USD15,000,000.00 (United States Dollars Fifteen Million Only).
ITB 22.1	In addition to the original of the Bid, the number of copies is: Six (6) copies and two (2) sets of DVDs of both Technical and Price Bids shall be submitted. DVDs contains the full Bid Documents in PDF format. In case of discrepancies between the bid documents and DVDs, the original hard copy shall prevail.
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Written Power of Attorney and original notarial certificate shall accompany with the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

D. Submission and Opening of Bids

ITB 23.1	Bidders do not have the option of submitting their bids electronically.
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ITB 24.1	<p>For bid submission purposes only, the Employer's address is</p> <p>Attention: Company Secretary</p> <p>Address: Bidyut Bhaban (Level 14), 1 Abdul Gani Road, Dhaka – 1000, Bangladesh</p> <p>Telephone: +88-02-9513533</p> <p>Electronic mail address: epc.mpp@bcpcl.org.bd</p> <p>The deadline for bid submission is</p> <p>Date: 21.12.2015</p> <p>Time: 12:05pm</p>
ITB 27.1	<p>The bid opening of Technical Bids shall take place at</p> <p>Address: Bidyut Bhaban (Level 14), 1 Abdul Gani Road, Dhaka – 1000, Bangladesh</p> <p>Floor/Room number: Level 14 / Board Room</p> <p>Date: 21.12.2015</p> <p>Time: 12:35pm</p>

E. Evaluation, and Comparison of Bids

ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Bangladesh Taka (BDT)</p> <p>The source of the selling exchange rate shall be: Bangladesh Bank (Central Bank of Bangladesh)</p> <p>The date for the selling exchange rate shall be: on the opening date of the Technical Bid</p>
ITB 38.1	<p>A margin of preference shall apply. Refer to Section 3 (Evaluation and Qualification Criteria) for application methodology.</p>

Section 3 - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1.	Evaluation	2
1.1	Technical Evaluation	2
1.2	Economic Evaluation	2
1.2.1	Evaluation Criteria and Factor	2
1.2.2	Calculation Conditions of Adjustment Cost	4
2	Performance Guarantees of the facilities	7
3	Domestic Preference	7
4	Technical Alternatives	7
5.	Qualification	8
5.1	Eligibility	8
5.1.1	Nationality	8
5.1.2	Conflict of Interest	8
5.1.3	UN Eligibility	8
5.2	Pending Litigation	8
5.3	Financial Situation	9
5.3.1	Historical Financial Performance	9
5.3.2	Average Annual Turnover	9
5.3.3	Prevailing Financial Resources	9
5.4	Experience	10
5.4.1	General Experience	10
5.4.2	Specific Experience	10
(a)	Contracts of Similar Size and Nature	10
(b)	Experience in Key Activities	11
5.5	Personnel	15

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 34 (a) – (b) the following factors shall apply:

The technical qualifications and overall capability of the Bidder for carrying out the Works as specified as well as the Specifications of the equipment/materials offered and fulfillment of key dates shall be the essence for selection of qualified Bidders.

Total time from Contract Effective Start Date to Operational Acceptance of the Facilities	<p>Unit 1</p> <ul style="list-style-type: none"> • Shall not exceed 1126 days • Monetization will start after 1126 days up to 1226 (1126+100) days <p>Whole of Facilities including Unit 2</p> <ul style="list-style-type: none"> • Shall not exceed 1309 days • Monetization will start after 1309 days up to 1409 (1309+100) days
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Data given by the Bidder which significantly affect the result of evaluation shall be included in the Contract as requirements to be guaranteed and will be subject to verification at the cost of the Bidder and to the satisfaction of the Employer.

1.2 Economic Evaluation

1.2.1 Evaluation Criteria and Factor

The Bid will be evaluated by calculation of the Evaluated Cost Per kW (EC/kW) using the present value method through the following criteria and factors pursuant to ITB 39.2 (f)

Corrected Bid Price (K_1)

The Corrected Bid Price (K_1) means the bid price after any errors in the Proposed Bid Documents will be corrected. Corrections will be made based on procedure described in ITB 36.1.

Price Bid discount if offered will be considered in accordance with ITB 27.10.

The Bidder is required to invest ten (10) to fifteen (15) percent (%) of the Contract Price from its own fund for procurement of major equipment, design, engineering and start piling work immediately after the Effective Start Date of the Contract. A rebate of zero (0) to one point five (1.5) percent (%) (respectively) will be provided on offered Bid Price for the purpose of Price Bid Evaluation. Bidders proposing investment less than ten (10) percent (%) will be rejected.

Bid Price Adjustment Cost (K₂)

The Bid Price Adjustment Cost (K₂) means the cost as the result of adjustment of any change of scope of works, variations and deviations from the Bidding Documents. Scope of works, variations and deviations, which do not comply with the requirements specified in the Bidding Documents, will be adjusted by the highest quoted price of other bidders for comparison purpose.

Any item in the Schedule of Rates that are neither priced nor indicated as "INCLUDED" shall be deemed to have been excluded by the bidder (even if not indicated in Form OTH-2), and bid price shall be loaded for that particular item by the highest quoted price of other bidders for comparison and price bid evaluation purposes.

Price Adjustment is only to bidders whose proposals are substantially responsible for quantifiable nonmaterial non conformities with ITB 33.3.

Adjustments will be loaded as a plus or minus cost in accordance with the professional sense of manner.

Weighted Net Heat Rate (Fuel) Cost (K₃)

The weighted net heat rate will be converted into the fuel flow rate. Then, the fuel cost shall be converted into the equivalent present worth value.

Weighted Net Heat Rate will be calculated as follows:

$$\begin{aligned} \text{Weighted Net Heat Rate} = & 75\% \text{ of Plant Net Heat Rate at } 100\% \text{ MCR} + \\ & 15\% \text{ of Plant Net Heat Rate at } 75\% \text{ MCR} + \\ & 10\% \text{ of Plant Net Heat Rate at } 50\% \text{ MCR} \end{aligned}$$

Operation and Maintenance Cost (K₄)

Operation and maintenance cost (K₄) means the cost to be considered against the O & M of the proposed plant, which consists of the fixed cost and the variable cost. The cost shall be calculated as the present worth value.

Completion Time Delay Cost (K₅)

The Completion Time Delay Cost (K₅) means the cost to be loaded against the delay of the completion time of the proposed plant from the completion date specified in GCC8.2. The delay time will be converted into the monetary value as the cost equivalent to 0.05% of the Bidding Price (first Proposed Price) per unit per day delay completion. The total monetization shall, however, be subject to a maximum of 10% of the Bid Price. Bidder's proposing more than 100 (one hundred) days delay for any unit from the specified period will be rejected. Earlier completion will not be evaluated.

Cost of Transformer Losses (K₆)

The Cost of Transformer Losses (K₆) means the cost incurred due to no-load and full load losses of the Generator Step-Up Transformers, Standby Transformer and Unit Auxiliary Transformers. The losses shall be calculated using the formula given below. The cost shall be calculated as the present worth value. This will be added to the Bidder's Price.

$$\text{Transformer Losses for Generator Step-Up Transformer} = t \times (6 \times P_{NL} + 6 \times 0.75 \times P_{FL})$$

where,

t – Operating Hours in a year = 8,760 hours

P_{NL} – No load loss (core-loss) at rated voltage in kW of Generator Step-Up Transformer

P_{FL} – Load loss (copper-loss) at 75°C, 50 Hz maximum continuous rating in kW of Generator Step-Up Transformer

$$\text{Transformer Losses for Standby Transformer} = t \times (P_{NL} + 0.50 \times P_{FL})$$

where,

t – Operating Hours in a year = 8,760 hours

P_{NL} – No load loss (core-loss) at rated voltage in kW of Standby Transformer

P_{FL} – Load loss (copper-loss) at 75°C, 50 Hz maximum continuous rating in kW of Standby Transformer

$$\text{Transformer Losses for Unit Auxiliary Transformers} = t \times (2 \times P_{NL} + 2 \times 0.50 \times P_{FL})$$

where,

t – Operating Hours in a year = 8,760 hours

P_{NL} – No load loss (core-loss) at rated voltage in kW of Unit Auxiliary Transformer

P_{FL} – Load loss (copper-loss) at 75°C, 50 Hz maximum continuous rating in kW of Unit Auxiliary Transformer

Cost of Limestone (K₇)

The Cost of Limestone (K₇) will be calculated based on the consumption of limestone (in Ton) per hour per unit. The cost shall be calculated as the present worth value.

1.2.2 Calculation Conditions of Adjustment Cost

Service Life (SL)	25.0 years
Period from bid opening to completion	4.0 years
Annual total operating hours (OH)	6,500 hours
Present fuel price at plant terminal (FP)	5.01 US\$/GJ
Present limestone price at plant terminal (LP)	35 USD/Ton
Annual escalation rate of fuel price (EF)	1.5 %
Present power sales price (PP)	8.834 US Cents/kWh

Annual escalation rate of power sales price (EP)	1.5 %
Discount rate (DR)	10.0 %
Operation and maintenance cost	12.12 US\$/kW/year
Annual escalation rate of O&M cost (EO)	1.5 %
Performance of proposed plant	
Net power output	PO kW
Net thermal efficiency	PE % (LHV)
Completion time delay in terms of day	TD Day
Evaluated Total Cost	EC
Evaluated Cost Per kW	EC/kW

The Evaluated Total Cost (EC) is calculated as shown in the Table below. Finally the Evaluated Cost Per kW (EC/kW) will be calculated by dividing the Evaluated Total Cost (EC) by the Net Plant Output (PO) at the Site Conditions.

Evaluated Cost Per kW (EC/kW) is converted to Bangladesh Taka (BDT) for comparison purpose as per ITB 37.1

The Bidder who's Evaluated Cost Per kW (EC/kW) is the lowest will be adjudged the Lowest Bidder.

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders shall remain unaltered.

Year	K1	K2	K3	K4	K5	K6	K7	Discounted Cost
	Corrected Bid Price	Bid Price Adjustment Cost	Weighted Net Heat Rate (Fuel Cost)	Operation and Maintenance Cost	Completion Time Delay Cost	Cost of Transformer Losses	Limestone Cost	
1	K1	K2	N.A.	N.A.	$L_{OS} \times \text{delay period}$	N.A	N.A	Sum of K1, K2, K5
2	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A	N.A.
3	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A	N.A.
4	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A	N.A.
5	N.A.	N.A.	$F_{AC}/(1+DR)^5$	$C_A/(1+DR)^5$	N.A.	$C_{TL}/(1+DR)^5$	$L_{AC}/(1+DR)^5$	Sum of K3, K4, K6, K7
6	N.A.	N.A.	$F_{AC}/(1+DR)^6$	$C_A/(1+DR)^6$	N.A.	$C_{TL}/(1+DR)^6$	$L_{AC}/(1+DR)^6$	Sum of K3, K4, K6, K7
7	N.A.	N.A.	$F_{AC}/(1+DR)^7$	$C_A/(1+DR)^7$	N.A.	$C_{TL}/(1+DR)^7$	$L_{AC}/(1+DR)^7$	Sum of K3, K4, K6, K7
8	N.A.	N.A.	$F_{AC}/(1+DR)^8$	$C_A/(1+DR)^8$	N.A.	$C_{TL}/(1+DR)^8$	$L_{AC}/(1+DR)^8$	Sum of K3, K4, K6, K7
..	
..	
..	
26	N.A.	N.A.	$F_{AC}/(1+DR)^{26}$	$C_A/(1+DR)^{26}$	N.A.	$C_{TL}/(1+DR)^{26}$	$L_{AC}/(1+DR)^{26}$	Sum of K3, K4, K6, K7
27	N.A.	N.A.	$F_{AC}/(1+DR)^{27}$	$C_A/(1+DR)^{27}$	N.A.	$C_{TL}/(1+DR)^{27}$	$L_{AC}/(1+DR)^{27}$	Sum of K3, K4, K6, K7
28	N.A.	N.A.	$F_{AC}/(1+DR)^{28}$	$C_A/(1+DR)^{28}$	N.A.	$C_{TL}/(1+DR)^{28}$	$L_{AC}/(1+DR)^{28}$	Sum of K3, K4, K6, K7
29	N.A.	N.A.	$F_{AC}/(1+DR)^{29}$	$C_A/(1+DR)^{29}$	N.A.	$C_{TL}/(1+DR)^{29}$	$L_{AC}/(1+DR)^{29}$	Sum of K3, K4, K6, K7

F_{AC} : Annual Fuel Cost

L_{OS} : Completion Delay Adjustment – 0.1% per day x K1

C_A : Annual Operation and Maintenance Cost

C_{TL} : Cost of Transformer Losses

L_{AC} : Annual Limestone Cost

DR: Discount Rate – 10%

2 Performance Guarantees of the facilities

Requirements of performance guarantee are specified in Section V. These are minimum (or maximum) requirements except those specified as “to be quoted by bidder”. No price adjustment will be made however, for bid that does not meet the minimum (or maximum) requirement and will be rejected pursuant to ITB 35.

3 Domestic Preference

A margin of preference will be granted to eligible domestically produced Plant and Equipment in accordance with the following provisions:

- a) The preference margin shall not be applied to the whole facilities but only to the eligible domestically produced Plant and Equipment within the contract.;
- b) Plant and Equipment offered from outside the Purchaser’s country shall be quoted CIP (Section 4, Bidding Forms, Schedule No. 1) and Plant and Equipment offered locally shall be quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off the- shelf, as applicable) free of sales and similar taxes (Section 4, Bidding Forms, Schedule No. 2);
- c) all other cost components for services and works such as costs for design, local handling, transportation, storage, installation, and commissioning shall be quoted separately (Section 4, Bidding Forms, Schedule No 3 - Design Services and Schedule No. 4 - Installation and Other Services);
- d) in the comparison of Bids, only the CIP price component of each Bid for the Plant and Equipment offered from outside the Purchaser’s country shall be increased by the applicable duty and other taxes payable by a non-exempt importer or by fifteen percent (15%) which ever is less;
- e) if duties vary from item to item within the contract, the appropriate tariff for each item of Plant and Equipment shall apply;
- f) no margin of preference shall be applied to any of the services or works included in the contract; and
- g) Bidders shall not be permitted or required to modify the mix of local and foreign Plant and Equipment after bid opening.

4 Technical Alternatives

Not Applicable.

5. Qualification

5.1 Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	At Least One Partner	

5.1.1 Nationality

Criteria	Single Entity	All Partners Combined	Each Partner	At Least One Partner	Documents
Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments

5.1.2 Conflict of Interest

Criteria	Single Entity	All Partners Combined	Each Partner	At Least One Partner	Documents
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

5.1.3 UN Eligibility

Criteria	Single Entity	All Partners Combined	Each Partner	At Least One Partner	Documents
Not having been excluded by an act of compliance with UN Security Council resolution or Employer's country law in accordance with ITB Sub-Clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

5.2 Pending Litigation

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

5.3 Financial Situation

Criteria	Compliance Requirements			Documents
	Requirement	Single Entity	Joint Venture	
All Partners Combined			Each Partner	At Least One Partner

5.3.1 Historical Financial Performance¹

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability. ² As the minimum requirement, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive. ³	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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5.3.2 Average Annual Turnover

Minimum average annual turnover of USD 1 billion calculated as total certified payments received for contracts in progress or completed, within the last five (5) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
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5.3.3 Prevailing Financial Resources

Using Forms FIN – 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, available lines of credit, and other financial means, other than any contractual advance payments to meet: (1) the following cash-flow requirement, USD500 million, and (2) the overall cash flow requirements for this contract and its current works commitment.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 3
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¹ Bidders are required at the bidding stage to demonstrate their construction cash flow to verify the soundness and stability of their financial circumstances. The construction cash flow shall be calculated by following the procedure below:
"Indicate the construction cash flow for a number of months (to the nearest half-month), determined as the total time needed by the Employer to pay a contractor's invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six (6) months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement, over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost."

² The financial information provided by an Applicant shall be of the Applicant or partner of JV and not of sister or parent companies.

³ The financial information provided by an Applicant shall be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Applicant shall be given on this basis.

5.4 Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

5.4.1 General Experience

Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last ten (10) years prior to the bid submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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5.4.2 Specific Experience

(a) Contracts of Similar Size and Nature

<p>The Bidder (or member(s) of Consortium in case the Bidder is a Consortium) should have executed and commissioned (either individually or as a consortium member) at least two (2) nos. of power projects, each having 600 MW or larger capacity, during last ten (10) years immediately preceding the Bid Closing Date, on EPC turnkey basis and which have been in successful operation for at least two (2) years as on the Bid Closing Date.</p> <p>a) one (1) of above mentioned two (2) power projects should be coal fired power project, with at least one (1) unit of 600 MW or larger capacity;</p> <p>And</p> <p>b) Over and above the project mentioned at (a) above, one (1) of above mentioned two (2) power projects should be of 600 MW or larger capacity, fossil fuel fired, in one location and outside the Bidder's country (or outside member's country in case the Bidder is a Consortium);</p> <p>In support of the above experience (under clause 5.4.2), the Bidder shall submit necessary documents/certificate and information in Form EXP-2(a).</p>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2(a)
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(b) Experience in Key Activities

<p>Steam Generator and Steam Turbine Generator:</p> <p>5.4.2(b)(i) Steam Generator, Steam Turbine and Generator sets shall be sourced from Qualified Steam Generator Manufacturer (QSGM), Qualified Steam Turbine Manufacturer (QSTM) and Qualified Generator Manufacturer (QGM) as specified below, provided that the Bidder shall select the QSGM, QSTM and QGM prior to the date of submitting the Bid and shall submit documentary proof of such binding arrangement.</p> <p>QSGM, QSTM and QGM, as the case may be, shall be reputed manufacturer(s) who have in the last ten (10) years designed, manufactured, supplied two (2) or more Ultra Supercritical / Supercritical Coal Fired Steam Generators, Supercritical Steam Turbines and Generators, as the case may be, of 600 MW or larger unit capacity out of which at least 1 (one) number for each equipment shall be commissioned outside the home country of the QSGM/QSTM/QGM and such Ultra Supercritical / Supercritical Steam Generators, Ultra Supercritical / Supercritical Steam Turbines and Generators should be in successful operation for at least 2 (two) years, as on the Bid Closing Date.</p> <p>In support of aforesaid design and manufacturing experience, manufacturer's record (mentioning equipment type & capacity, client's name & address, year of supply, year of commissioning) and end user's certificate indicating date of commissioning and successful operation shall have to be submitted along with the Bid.</p> <p>OR</p> <p>5.4.2(b)(ii) In case the Bidder is sourcing Steam Generator, Steam Turbine and Generator sets from manufacturer(s) who is not a QSGM and/or QSTM and/or QGM, as the case may be, then such manufacturer(s) should have valid ongoing technology license(s) / technology transfer agreement(s) including license to manufacture Ultra Supercritical / Supercritical Coal Fired Steam Generator and/or Ultra Supercritical / Supercritical Steam Turbine and/or Generator sets covering the type, size and rating specified for this Project, with a QSGM and/or a QSTM and/or a QGM meeting requirements as mentioned above at clause 5.4.2(b)(i) respectively, as applicable, valid minimum up to the end of the Warranty Period under this EPC contract, (such manufacturer(s) hereinafter to be called Licensee(s)). The Licensee(s) shall submit the letter of undertaking / confirmation stating the above from the authorized person of their QSGM, QSTM and QGM, as the case may be, in the format specified in the Bidding document at Section 4 (Bidding Forms) along with documents specified in clause 5.4.2(b)(i) provided that such Licensee(s) have manufactured and supplied two (2) or more Ultra Supercritical / Supercritical Coal fired Steam Generator(s) and/or Ultra Supercritical / Supercritical Steam Turbine(s) and/or Generator(s), as the case may be, under the</p>	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
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<p>license from such QSGM and/or QSTM and/or QGM respectively, as the case may be, of 600 MW or larger unit capacity and such Ultra Supercritical / Supercritical Steam Generators, Ultra Supercritical / Supercritical Steam Turbines and Generators should be in successful operation for at least 2 (two) years, as on the Bid Closing Date</p>					
<p>Pulverizers, PA, FD and ID Fans: Manufacturer shall have commercial experience for supplying respective equipment for power plant of 660MW or larger unit size, three (3) units that have been in operation for at least two (2) years as on Bid Closing Date.</p>					
<p>Cooling Tower: Manufacturer shall have experience for design, manufacture, supply and commissioning of at least two (2) cooling towers with a capacity of more than 25,000m³/h, which were put into commercial operation in last five (5) years as on Bid Closing Date.</p>					
<p>Water Treatment System (DM, Waste Water Treatment, Electrochlorination, Cycle Chemical Feed): Manufacturer shall have experience for design, manufacture, supply and commissioning in coal fired power plant of 500MW or larger unit size of at least two (2) water treatment systems, which have been in operation for at least five (5) years as on Bid Closing Date.</p>					
<p>Generator Step-up Transformers: Offered Model shall have at least two (2) years trouble free commercial operation as on Bid Closing Date in at least two (2) projects one (1) of which shall be outside the manufacturer's home country. The Tap Changer shall be from MR, Germany or ABB, Sweden.</p>					
<p>400kV GIS Equipment: Offered Model shall have at least two (2) years trouble free commercial operation as on Bid Closing Date in at least two (2) projects one (1) of which shall be outside the manufacturer's home country.</p>					
<p>Feedwater Pumps: Manufactured in North America / Europe. Offered Model shall have at least three (3) years successful operation experience as on Bid Closing Date with same or larger capacity and pressure in at least five (5) projects.</p>					
<p>Auxiliary Boiler: Offered model shall have at least three (3) years successful operation as on Bid Closing Date with similar steam conditions and capacity in at least five (5) projects.</p>					
<p>DCS: Offered Model shall have at least two (2) years trouble free commercial operation as on Bid Closing Date in at least two (2) supercritical coal fired power plants one (1) of which shall be outside the manufacturer's home country and shall have commitment from the manufacturer for spare part / service</p>					

<p>support at least for 10 years from the Date of Bid Closing. Manufacturers shall be one of the following: Siemens (Germany), ABB (Switzerland or Germany), Foxboro (USA) or equivalent</p>					
<p>Relays: Relays designed identical to relays proposed with five (5) years proven field experiences as on Bid Closing Date. Manufacturers shall be one of the following: Seimens (made in Germany), ABB (made in Switzerland or Sweden), Alstom (made in France / UK) or Mitsubishi (made in Japan).</p>					
<p>Substation Automation (SA): Offered Model shall have at least two (2) years trouble free commercial operation as on Bid Closing Date in at least two (2) 400kV or higher substation one (1) of which shall be outside the manufacturer's home country and shall have commitment from the manufacturer for spare part / service support at least for 10 years from the Date of Bid Closing.</p>					
<p>Coal Handling System: Manufacturer shall have experience for design, manufacture, supply and commissioning of bulk handling plant along with associated structural & electrical works, with capacity of at least 1,000 ton/hour that have been in commercial operation for at least two (2) years as on Bid Closing Date in at least two (2) projects.</p>					
<p>Bottom Ash System: Manufacturer shall have experience for design, manufacture, supply and commissioning of Bottom Ash Handling System of at least 10 TPH that have been in operation for at least two (2) years as on Bid Closing Date in at least two (2) projects.</p>					
<p>Fly Ash System: Manufacturer shall have experience for design, manufacture, supply and commissioning of Fly Ash Handling System including Slurry Disposal System of at least 40 TPH that have been in operation for at least two (2) years as on Bid Closing Date in at least two (2) projects.</p>					
<p>Electrostatic Precipitators: Manufacturer shall be from North America or Europe and shall have experience for design, manufacture, supply and commissioning of ESPs for Coal Fired Power Plant of 500MW or higher unit size with efficiency of not less than 99% and have been in successful commercial operation for at least two (2) years as on Bid Closing Date in at least three (3) projects.</p>					
<p>Flue Gas Desulfurization: Manufacturer shall have experience for design, manufacture, supply and commissioning of FGDs for Coal Fired Power Plant of 500MW or higher unit size and have been in successful commercial operation for at least two (2) years as on Bid Closing Date in at least three (2) projects.</p>					
<p>Substation up to 400 kV:</p>					

<p>The Substation Contractor, being responsible for Engineering, Management, Supervision, Procurement, Installation and quality assurance of all Substation works shall have successfully completed two (2) project as a main Substation Contractor, complying with the following specifies:</p> <ul style="list-style-type: none"> • Within the last (10) years • The contract must be for Substations of similar complexity 					
<p>Civil, Building & Structural Works: General experience under contracts in the role of contractor, sub-contractor, or management contractor for civil, building and structural works for at least the last ten (10) years prior to the bid submission deadline, and Specific participation experience as contractor, management contractor or sub-contractor, in at least two (2) contracts in civil, building & structural works for power plant projects of similar methods or complexity within the last ten (10) years that have been successfully or are substantially completed.</p>					

Subcontractors / manufacturers for the above major items of supply or services must meet the above minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the manufacturer / subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise producer, the Bidder shall provide the manufacturer’s authorization, using the form Manufacturer’s Authorization provided in Section 4, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and / or install that item in the Employer’s country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

Bidder shall submit Original Certificate as per Form EXP-2(a) and EXP-2(b) in Section 4 (Bidding Form) from End-user pursuant to the criteria stipulated above.

5.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project manager	25	15
	Engineering		
2	Lead Engineering Manager	20	15
3	Lead Engineering Civil Works	15	10
4	Lead Engineering Mechanical Works (Power Block)	15	10
5	Lead Engineering Bulk Material Handling Systems	15	10
6	Lead Engineering Mechanical Works (BOP)	15	10
7	Lead Engineering Electrical Works	15	10
8	Lead Engineering I&C	15	10
9	Lead Engineering Substation	15	10
10	Lead Engineering Jetty and Wharf	15	10
	Site management		
11	Site Manager	25	10
12	Lead Site Engineer Boiler	20	10
13	Lead Site Engineer Steam Turbine	20	10
14	Lead Site Engineer Bulk Material Handling Systems	20	10
15	Lead Site Engineer BOP	20	10
16	Lead Site Engineer Electrical	20	10
17	Lead Site Engineer I&C	20	10
18	Lead Site Engineer Civil	20	10
19	Lead Site Engineer Substation	20	10
20	Lead Site Engineer Jetty and Wharf	20	10
21	Accident Prevention Officer	15	10

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

SECTION 4 – BIDDING FORMS

Table of Forms

Letter of Technical Bid.....	1
Price Schedules.....	3
Schedule of Rates and Prices	5
Schedule No.6. Recommended Spare Parts and Others	15
Price Adjustment.....	16
Technical Proposal	17
Site Visit Report	18
Site Organization.....	19
Method Statement	20
Mobilization Schedule	21
Construction Schedule.....	22
Schedule of Milestone Payments	23
Plant Details	30
Quality Assurance/Quality Control	31
Safety Plan	32
Form PER-1: Proposed Personnel.....	33
Form PER-2: Resume of Proposed Personnel.....	34
Form SUB: Proposed Subcontractors for Major Plant Items and Installation Services.....	35
Form OTH-1: Time Schedule	36
Form OTH-2: Deviation List.....	37
Form OTH-3: Bidder's Technical Data Sheet	38
Form ELI-1: Bidder Information Sheet.....	39
Form ELI-2: JVA Partner Information Sheet.....	40
Form CON: Historical Contract Non-Performance	41
Form FIN-1: Historical Financial Performance.....	42
Form FIN-2: Average Annual Turnover	43
Form FIR-1: Prevailing Financial Resources	44
Form FIR-2: Current Contract Commitments.....	45
Form EXP – 1: General Experience	46
Form EXP – 2(a): Specific Experience.....	47

Form EXP – 2(b): Specific Experience in Key Activities	48
Form of Bid Security (Bank Guarantee).....	49
Manufacturer’s Authorization	50
Letter of Undertaking-cum-Confirmation.....	51

Letter of Technical Bid

Date: _____

IFB No.: _____

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to design, manufacture, test, deliver, install, precommission, commission and maintain the equipment during defect liability period, in conformity with the Bidding Documents, the following Plant and Installation Services: Payra Thermal Power Plant (2 x 660MW);
- (c) We offer to invest ten (10) percent (%) or more of the Contract Price, in accordance with ITB 2.2. The offered percentage of Contractor's Investment is specified in Letter of Price Bid and Price Schedule;
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of one hundred and eighty (180) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (f) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (g) We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13; and
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____

Letter of Price Bid

Date: _____

IFB No.: _____

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to design, manufacture, test, deliver, install, precommission, commission and maintain the equipment during defect liability period, in conformity with the Bidding Documents, the following Plant and Installation Services: Payra Thermal Power Plant (2 x 660MW);
- (c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: *[insert amount in words]* (amount in figures);
- (d) The discounts offered and the methodology for their application are: *[insert any discounts offered and the methodology for their application]*;
- (e) Towards Contractor's Investment, we offer to invest *[insert percentage in words]* percentage (percentage in figures%);
- (f) Our bid shall be valid for a period of one hundred and eighty (180) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Price Schedules

PREAMBLE

General

1. The Price Schedules are divided into separate Schedules as follows:
Schedule No. 1: Plant (including special construction materials and Mandatory Spare Parts) Supplied from Abroad
Schedule No. 2: Plant (including Mandatory Spare Parts) Supplied from within the Employer's Country
Schedule No. 3: Design Services
Schedule No. 4: Installation and Other Services
Schedule No. 5: Grand Summary
Schedule No. 6: Recommended Spare Parts
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.
For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 5 (Employer's Requirements) or elsewhere in the Bidding Document.

Items left blank will be deemed to have been included in other items and no payment shall be made against such items when the corresponding works are completed.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

Schedule of Rates and Prices

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)	
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT	
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10					
1.	Section 5 10.0 & 29.0	Steam Turbine, Generator and Auxiliaries		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
2.	Section 5 11.0	Boiler and Auxiliaries		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
3.	Section 5 12.0	Pulverizers and Coal Silos		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
4.	Section 5 13.0	PA, FD, ID Seal Air and Scanner Air Fans		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
5.	Section 5 14.0	Boiler Feed Pumps		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
6.	Section 5 15.0	Compressed Air System		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
7.	Section 5 16.0	Feedwater Heater and Deaerator		BDT																
				FC1																
				FC2																

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
8.	Section 5 17.0	Condenser		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
9.	Section 5 18.0	Condensate Extraction Pumps		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
10.	Section 5 19.0	Circulating Water Pumps		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
11.	Section 5 20.0	Fire Protection and Detection System		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
12.	Section 5 21.0	Air Quality Control System		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
13.	Section 5 22.0	Electrostatic Precipitators (ESP)		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
14.	Section 5	Flue Gas Desulfurization		BDT															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
	23.0			FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
15.	Section 5 24.0	Boiler Feedwater Treatment		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
16.	Section 5 25.0	Waste Water Treatment and Disposal		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
17.	Section 5 26.0	Condensate Polishing		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
18.	Section 5 27.0	Cycle Chemical Feed		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
19.	Section 5 28.0	Steam Cycle Sampling and Analysis		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
20.	Section 5 30.0	Generator Step-up (GSU) Transformer, Unit Auxiliary Transformer (UAT), and Start-up/Standby Transformer		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
				FC2															
21.	Section 5 31.0	Generator Isolated Phase Bus Duct		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
22.	Section 5 32.0	Emergency Diesel Generator		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
23.	Section 5 33.0	400kV Substation		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
24.	Section 5 34.0	Chimney		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
25.	Section 5 35.0	Jetty		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
26.	Section 5 36.0	Water Supply		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
27.	Section 5 37.0	Safety Systems		BDT															
				FC1															
				FC2															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)	
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT	
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10					
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
28.	Section 5 39.0	Workshop and Warehouse		BDT																
				FC1																
				FC2																
		1. Others (Bidder to list)		BDT																
				FC1																
				FC2																
29.	Section 5 40.0	Non-Functional and Other Facilities																		
		1 Non-functional facilities (e.g. Admin Building, Township, Other Facilities, Employer's and Engineer's Office, Mini Fire Station)		BDT																
				FC1																
				FC2																
		2 Vehicles (e.g. Site Transportation and Maintenance Vehicle)		BDT																
				FC1																
				FC2																
		3 Others (Bidder to list)		BDT																
				FC1																
				FC2																
30.	Section 5 6.0	Electrical																		
	6.4 & 6.17	1. MV and LV Switchgears		BDT																
				FC1																
				FC2																
	6.5 & 6.17	2. Electrical Auxiliaries System		BDT																
				FC1																
				FC2																
	6.6 & 6.17	3. Motor Control Center (MCC)		BDT																
				FC1																
				FC2																
	6.6	4. Non-Segregated Phase Bus Duct		BDT																
				FC1																
				FC2																
	6.7 & 6.17	5. Electric Motors		BDT																
				FC1																
				FC2																
	6.8	6. Plant Battery		BDT																
				FC1																
				FC2																

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
	6.9	7. Essential AC System		BDT															
				FC1															
				FC2															
	6.10	8. Plant Intercommunications System		BDT															
				FC1															
				FC2															
	6.11	9. Commercial Telephone System		BDT															
				FC1															
				FC2															
	6.12	10 Earthing System		BDT															
				FC1															
				FC2															
	6.13	11 Lightning Protection System		BDT															
				FC1															
				FC2															
	6.14	12 Raceway and Conduit		BDT															
				FC1															
				FC2															
	6.15	13 Power and Control Wiring		BDT															
				FC1															
				FC2															
	6.16	14 Lighting		BDT															
				FC1															
				FC2															
		15 Others (Bidder to list)		BDT															
				FC1															
				FC2															
31.	Section 5 7.0	I & C																	
	7.1, 7.2 & 7.7	1. Distributed Control System (DCS)		BDT															
				FC1															
				FC2															
	7.7	2. Control and Information Systems		BDT															
				FC1															
				FC2															
	7.9	3. Continuous Emissions Monitoring System (CEMS)		BDT															
				FC1															
				FC2															
	7.10	4. Vibration		BDT															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
		Monitoring		FC1															
				FC2															
	7.11	5. Miscellaneous I & C Systems including CCTV, Access Control, etc.		BDT															
				FC1															
				FC2															
		6. Others (Bidder to list)		BDT															
				FC1															
				FC2															
32.	Section 5 8.0	Chemical System including Waste Water Treatment, Chemical Dosing, Chemical Lab, etc.		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
33.	Section 5 9.0	Bulk Material Handling		BDT															
				FC1															
				FC2															
		1. Others (Bidder to list)		BDT															
				FC1															
				FC2															
34.	Section 5 4.0	Civil, Structural and Architectural																	
		1. Site Preparation, Soil Cutting & Filling, Compacting and Leveling to the given Height		BDT															
				FC1															
				FC2															
		2. Bathymetry Survey and Studies		BDT															
				FC1															
				FC2															
		3. Soil Investigation and other Site Tests to Determine Ambient Site Conditions like Air, Water, Sound, etc.		BDT															
				FC1															
				FC2															
		4. Piling Works – Power Island Area		BDT															
				FC1															
				FC2															
		5. Piling Works - Transformers and Substation Areas		BDT															
				FC1															
				FC2															
		6. Piling Works –		BDT															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
		Balance of Plant		FC1															
				FC2															
		7. Piling Works – Buildings / Facilities Coal Area		BDT															
				FC1															
				FC2															
		8. Piling Works – Buildings / Facilities Ash Area		BDT															
				FC1															
				FC2															
		9. Piling Works – Structure Wharf and Conveyor Support		BDT															
				FC1															
				FC2															
	40.2, 40.3, 40.4, 40.5, 40.6	10 Piling Works –Non Functional Buildings / Other Facilities		BDT															
				FC1															
				FC2															
		11 Foundation Works - Power Island Area		BDT															
				FC1															
				FC2															
		12 Foundation Works - Transformers and Substation Areas		BDT															
				FC1															
				FC2															
		13 Foundation Works - Balance of Plant		BDT															
				FC1															
				FC2															
		14 Foundation Works – Buildings / Facilities Coal Area		BDT															
				FC1															
				FC2															
		15 Foundation Works – Buildings / Facilities Ash Area		BDT															
				FC1															
				FC2															
		16 Foundation Works – Structure Wharf and Conveyor Support		BDT															
				FC1															
				FC2															
	40.2, 40.3, 40.4, 40.5, 40.6	17 Foundation Works – Non Functional Buildings / Other Facilities		BDT															
				FC1															
				FC2															
		18 Building Works - Power Island Area		BDT															
				FC1															
				FC2															
		19 Building Works - Transformers and		BDT															
				FC1															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10				
		Substation Areas		FC2															
	20	Building Works - Balance of Plant		BDT															
				FC1															
				FC2															
	21	Building Works – Buildings / Facilities Coal Area		BDT															
				FC1															
				FC2															
	22	Building Works – Buildings / Facilities Ash Area		BDT															
				FC1															
				FC2															
	23	Building Works – Structure Wharf and Conveyor Support		BDT															
				FC1															
				FC2															
	40.2, 40.3, 40.4, 40.5, 40.6	24 Building Works – Non Functional Buildings / Other Facilities		BDT															
				FC1															
				FC2															
	25	Drainage and Sewerage Works		BDT															
				FC1															
				FC2															
	26	Road, Pathway and Parking		BDT															
				FC1															
				FC2															
	27	Temporary Construction Works		BDT															
				FC1															
				FC2															
	29	Others (Bidder to list)		BDT															
				FC1															
				FC2															
35.	Section 5 38.0	Testing and Commissioning		BDT															
				FC1															
				FC2															
36.	Section 6, 27.11	Combustion Inspection during DLP		BDT															
				FC1															
				FC2															
37.	Section 6, 27.11	Service Engineers during DLP		BDT															
				FC1															
				FC2															
38.	Section 5 3.13 & Attachment A2	Mandatory Spare Parts		BDT															
				FC1															
				FC2															

Item	Section No. Chapter / Clause No.	Description	Code Note 1	Currency Note 2	Qty & Unit / Lot Note 3 1	Schedule No.1 Abroad CIP*		Schedule No.2 Employer's Country EXW		Schedule No.3 Design Service Note 4		Schedule No.4 Installation and other Services Note 5				Schedule No.5 Grand Summary			Custom Duties and Taxes *** (For Reference)		
						Unit Price 2	Cost 3=1x2	Unit Price 4	Cost 5=1x4	Unit Price 6	Cost 7=1x6	Installation Work and Other Services		Local Transportation**		BDT 5+7+9+11	FC1 3+7+9	FC2 3+7+9	BDT		
												Unit Price 8	Cost 9=1x8	Unit Price 10	Cost 11=1x10						
39.	Section 5 3.12	Training		BDT																	
				FC1																	
				FC2																	
40.	Section 5 3.11.3	Shop Inspection		BDT																	
				FC1																	
				FC2																	
41.		Others (Bidder to list)		BDT																	
				FC1																	
				FC2																	
Totals																					
						Contractor's Investment (as a Percentage of Contract Price)		%													
																		Name of Bidder		_____	
																		Signature of Bidder		_____	

* Except custom duty and other tax applicable in Bangladesh

** Local Transportation shall include cost of insurance and other charges as applicable in Bangladesh

*** Bidder shall fill up "Custom Duties and Taxes" column. However, this will not be included as part of Contract Price and will not be evaluated

Note 1: Bidders shall enter a code representing the country of origin of all imported plant and equipment

Note 2: Specify currency in accordance with specification in Bid Data Sheet under ITB 19.1.

Note 3: Bidder shall enter the quantity (e.g. 1, 2, 3) and the unit (e.g. lot, set, piece)

Note 4: Local Currency Portion shall include Tax and VAT.

Note 5: Local Currency Portion shall include Tax and VAT.

Country of Origin Declaration Form

Item	Description	Code	Country

Price Adjustment

Refer to Appendix 2 of Contract Forms in Section 8.

Technical Proposal

- Site Visit Report
- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Schedule of Payment Milestones
- Plant Details
- Quality Assurance/Quality Control
- Equipment (Form EQU)
- Safety Plan
- Proposed Personnel (Form PER-1)
- Resume of Proposed Personnel (Form PER-2)
- Proposed Subcontractors for Major Items of Plant and Installation Services (Form SUB)
- Time Schedule (Form OTH-1)
- Deviation List (Form OTH-2)
- Bidder's Technical Data Sheet (Form OTH-3)

Note:

Bidder shall provide free form sheets in addition to the above as required in the specification.

Site Visit Report

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

(To be prepared considering ITB19.3, Section 8 Appendix 4 (Time Schedule) and Section 4, Schedule Payment Milestones)

Schedule of Milestone Payments

(ITB 19.3, ITB19.4 & ITB19.5)

[Payment Milestones No. 1 to 21 shall be fixed. Bidders are required to review and adjust (add / remove and (or) modify) (if necessary), Payment Milestones No. 22 to 93 based on the Time Schedule (Appendix 4 of Section 8) and Construction Schedule (Bidding Forms, Technical Proposal) proposed by the Bidder]

No.	Milestone	Supporting Documents	Month	Percentage
1	Preliminary Project Schedule Submission	Electronic Copy in PDF Format	1	0.40%
2	Issue Purchase Order for Soil Investigation	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	1	0.40%
3	Award of Civil Sub-Contract	Unpriced Sub-Contract Agreement + Signed Form of Subcontractor / Manufacturer's Receipt	2	0.70%
4	Issue Purchase Order for Bathymetric Survey	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	2	0.40%
5	Final Project Schedule Submission	Electronic Copy in PDF Format	3	0.40%
6	Issue Purchase Order for Boiler Embedment (for Contractor with Boiler Manufacturer as JV Partner) or Issue Purchase Order for Boiler (for Contractor without Boiler Manufacturer as JV Partner)	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	3	1.10%
7	Issue 1 st Purchase Order for Materials for Steam Turbine Manufacturing (for Contractor with Steam Turbine Manufacturer as JV Partner) or Issue Purchase Order for Steam Turbine (for Contractor without Steam Turbine Manufacturer as JV Partner)	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	3	1.10%
8	Soil Investigation Report	Electronic Copy in PDF Format	4	1.00%
9	Basic Design Meeting	Signed Minutes of Meeting	5	1.40%

No.	Milestone	Supporting Documents	Month	Percentage
10	Issue Purchase Order for 400kV SubStation	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	5	0.80%
11	Issue Purchase Order for Jetty Sub-Contractor	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	5	0.70%
12	First Service Pile	Photo of Pile Installation counter signed by Engineer	5	0.80%
13	List of Sub-Contractors (maximum of three vendor per equipment)	Electronic Copy in PDF Format Approved by Employer / Engineer	6	0.45%
14	Temporary Facilities Erection Start	Photo of Respective Area of Site counter signed by Engineer	6	0.30%
15	Issue Purchase Order for Coal Handling System	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	6	0.90%
16	Issue Purchase Order for Ash Handling System	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	7	0.60%
17	Issue Purchase Order for Condenser	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	7	0.50%
18	Issue Purchase Order for Boiler Feedwater Pumps	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	7	1.10%
19	Issue Purchase Order for Water Treatment System	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	8	1.00%
20	Issue Purchase Order for FGD	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	9	1.40%
21	Issue Purchase Order for Main Cooling System Equipment	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	10	0.75%
22	Piling for Power Block Area Complete	Pile Record Signed by Engineer	10	1.10%
23	Issue Purchase Order for Generator Step-Up Transformers	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	10	1.10%
24	Boiler Foundation Start - Unit 1	Photo of Respective Area of Site counter signed by Engineer	10	0.30%

No.	Milestone	Supporting Documents	Month	Percentage
25	Turbine Foundation Start - Unit 1	Photo of Respective Area of Site counter signed by Engineer	10	0.90%
26	Cooling Tower Foundation Start	Photo of Respective Area of Site counter signed by Engineer	10	0.30%
27	First Design Review Meeting	Signed Minutes of Meeting	11	1.60%
28	Issue Purchase Order for Piping - First Lot	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	11	1.20%
29	400kV Primary Equipment Delivery to Site - First Lot	Shipping Document + Material Inspection at Site signed by Engineer	11	1.60%
30	Temporary Facilities Erection Complete	Mechanical Completion Certificate for Temporary Facilities	12	1.00%
31	Issue Purchase Order for DCS	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	13	1.70%
32	Steam Turbine Building Erection Start - Unit 1	Photo of Respective Area of Site counter signed by Engineer	14	1.50%
33	Central Control Building Erection Start	Photo of Respective Area of Site counter signed by Engineer	14	0.80%
34	Stack Foundation Start	Photo of Respective Area of Site counter signed by Engineer	15	0.90%
35	Boiler Steel Structure Delivery to Site - First Lot - Unit 1	Shipping Document + Material Inspection at Site signed by Engineer	16	0.70%
36	Boiler Steel Structure Erection Start - Unit 1	Photo of Respective Area of Site counter signed by Engineer	16	2.60%
37	Second Design Review Meeting	Signed Minutes of Meeting	17	1.80%
38	Piping Delivery to Site - First Lot	Shipping Document + Material Inspection at Site signed by Engineer	17	1.50%
39	Issue Purchase Order for Start-Up/Standby Transformers and Auxiliary Transformers	Unpriced Cover Sheet + Signed Form of Subcontractor / Manufacturer's Receipt	17	1.40%

No.	Milestone	Supporting Documents	Month	Percentage
40	Coal Handling System Delivery to Site (including circular dome)	Shipping Document + Material Inspection at Site signed by Engineer	18	1.90%
41	All Piling Work Complete (including Unit 2 except non-functional buildings)	Pile Record Signed by Engineer	18	1.90%
42	Boiler Foundation Complete - Unit 2	Inspection Record signed by Engineer	18	1.00%
43	Condenser Delivery to Site - Unit 1	Shipping Document + Material Inspection at Site signed by Engineer	19	1.40%
44	FGD Delivery to Site - Unit 1	Shipping Document + Material Inspection at Site signed by Engineer	20	2.00%
45	Boiler Pressure Part Erection Start - Unit 1	Photo of Respective Area of Site counter signed by Engineer	20	1.50%
46	Water Treatment System Delivery to Site	Shipping Document + Material Inspection at Site signed by Engineer	21	2.10%
47	400kV SubStation Installation Complete	Certificate of Erection to Commissioning Handover	21	2.50%
48	Jetty Ready for Receiving Heavy Power Plant Components	Mechanical Completion Certificate for Jetty	21	2.70%
49	Training Schedule and Syllabus	Electronic Copy in PDF Format	22	1.10%
50	Boiler Feedwater Pumps Delivery to Site - Unit 1	Shipping Document + Material Inspection at Site signed by Engineer	22	2.30%
51	Generator Step-Up Transformers Delivery to Site	Shipping Document + Material Inspection at Site signed by Engineer	22	2.40%
52	All Vehicles as per Chapter 40, Clause 40.7 Delivery to Site	Shipping Document + Material Inspection at Site signed by Engineer	22	2.20%
53	Steam Turbine LP Casing Delivery to Site - Unit 1	Shipping Document + Material Inspection at Site signed by Engineer	23	2.40%
54	Ash Handling System Delivery to Site	Shipping Document + Material Inspection at Site signed by Engineer	23	1.80%

No.	Milestone	Supporting Documents	Month	Percentage
55	Stack Superstructure has reached 50% height	Photo of Respective Area of Site counter signed by Engineer	24	1.70%
56	Piping Delivery to Site - Final Lot	Shipping Document + Material Inspection at Site signed by Engineer	25	2.10%
57	Off-Shore Training Start - Unit 1	Training Attendance Sheet	25	1.80%
58	Turbine Foundation Complete (including chipping and sole plate installation) - Unit 2	Inspection Record signed by Engineer	26	1.80%
59	Erection of Fuel Oil Tanks Complete	Certificate of Erection to Commissioning Handover	26	1.90%
60	Steam Turbine Generator Delivery to Site - Unit 1	Shipping Document + Material Inspection at Site signed by Engineer	27	2.20%
61	Coal Handling System Erection Complete	Certificate of Erection to Commissioning Handover	27	0.90%
62	Back Energizing	SAS Readout	27	1.20%
63	Boiler Steel Structure Delivery to Site - Final Lot - Unit 2	Shipping Document + Material Inspection at Site signed by Engineer	28	1.60%
64	Stack Superstructure has reached 100% height	Photo of Respective Area of Site counter signed by Engineer	28	1.70%
65	Ash Handling System Erection Complete	Certificate of Erection to Commissioning Handover	28	1.40%
66	Feed Water System Pre-Commissioning	Mechanical Completion Certificate for Feed Water System	28	0.90%
67	Steam Turbine HP Casing Delivery to Site - Unit 2	Shipping Document + Material Inspection at Site signed by Engineer	29	2.10%
68	Fire Fighting System Pre-Commissioning	Mechanical Completion Certificate for Fire Fighting System	29	0.70%
69	O & M Manuals	Electronic Copy in PDF Format	30	0.40%

No.	Milestone	Supporting Documents	Month	Percentage
70	Fuel Oil System Pre-Commissioning	Mechanical Completion Certificate for Fuel Oil System	30	0.30%
71	Off-Shore Training Start - Unit 2	Training Attendance Sheet	31	0.75%
72	Chemical Cleaning Complete - Unit 1	Inspection Record signed by Engineer	31	0.20%
73	Mechanical Completion Certificate - Unit 1	Mechanical Completion Certificate for Unit 1	31	0.40%
74	Boiler First Firing - Unit 1	DCS Read Out	31	0.20%
75	Turbine Initial Rolling - Unit 1	DCS Read Out	32	0.20%
76	Steam Turbine Building Erection Complete - Unit 2	Mechanical Completion Certificate for Steam Turbine Building	33	0.70%
77	First Synchronization - Unit 1	DCS Read Out	33	0.20%
78	Boiler Erection Complete - Unit 2	Mechanical Completion Certificate for Boiler	35	0.20%
79	Performance Test - Unit 1	Test Certificate signed by Engineer	36	0.20%
80	Start Reliability Run - Unit 1	Witness Statement signed by Engineer	36	0.25%
81	Results of the Tests carried out before Performance Test - Unit 1	Electronic Copy in PDF Format	37	0.35%
82	Chemical Cleaning Complete - Unit 2	Inspection Record signed by Engineer	37	0.20%
83	Mechanical Completion Certificate - Unit 2	Mechanical Completion Certificate for Unit 2	37	0.40%
84	Boiler First Firing - Unit 2	DCS Read Out	37	0.20%

No.	Milestone	Supporting Documents	Month	Percentage
85	End Reliability Run - Unit 1	Test Certificate signed by Engineer	37	0.45%
86	Turbine Initial Rolling - Unit 2	DCS Read Out	38	0.45%
87	First Synchronization - Unit 2	DCS Read Out	39	0.65%
88	Handing Over of Spare Parts	Inspection Record signed by Engineer	40	0.75%
89	Non-Functional Buildings Complete	Mechanical Completion Certificate for Non-Functional Buildings	41	1.25%
90	Performance Test - Unit 2	Test Certificate signed by Engineer	42	0.40%
91	Start Reliability Run - Unit 2	Witness Statement signed by Engineer	42	0.50%
92	Results of the Tests carried out before Performance Test - Unit 2	Electronic Copy in PDF Format	43	0.40%
93	End Reliability Run - Unit 2	Test Certificate signed by Engineer	43	0.60%

Plant Details

Quality Assurance/Quality Control
(Clause 3.11 of Chapter 3, Section 5)

Safety Plan

Form PER-1: Proposed Personnel

[Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 3, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.]

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section 3, 5.5.

Form PER-2: Resume of Proposed Personnel

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience

Form SUB: Proposed Subcontractors for Major Plant Items and Installation Services

A list of major items of Plant and Installation Services is provided below.

[The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.]

Major Items of Plant and Installation Services	Proposed Subcontractors / Manufacturers	Country of Origin*	Expected Sub-Contract Value Expressed as a Percentage of Bid Price

* Country of Origin as defined in ITB5.2

Form OTH-1: Time Schedule

Form OTH-2: Deviation List

Deviation								
Specification								
Clause								
Chapter								
Section								
Page								
No.								

Form OTH-3: Bidder's Technical Data Sheet

Bidder's Technical Data Sheet is attached in Attachment A1 of Section 5.

Bidders should provide technical data proposed in accordance with the requirements on the Bidding Documents.

Form ELI-1: Bidder Information Sheet

Date: _____

IFB No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JVA, Legal Name of Each Partner:
3. Bidder's Actual or Intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> In case of single entity, articles of Incorporation or Registration of the legal entity named above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> Authorization to represent the firm or JVA named above, in accordance with ITB Sub-Clause 21.2. <input type="checkbox"/> In case of JVA, letter of intent to form JVA including a draft agreement, or JVA agreement, in accordance with ITB Sub-Clauses 4.1 and 11.2(i).

Form ELI-2: JVA Partner Information Sheet

Date: _____

IFB No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name:
2. JVA's Partner's Legal Name:
3. JVA's Partner's Country of Registration:
4. JVA's Partner's Year of Registration:
5. JVA's Partner's Legal Address in Country of Registration:
6. JVA's Partner's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of the legal entity named above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> Authorization to represent the firm or JVA named above, in accordance with ITB Sub-Clause 22.2.

Form CON: Historical Contract Non-Performance

[In case a prequalification process was conducted, this form should be used only if the information submitted at the time of prequalification requires updating.]

Bidder's Legal Name: _____ Date: _____

JVA Partner Legal Name: _____

IFB No.: _____

Page _____ of _____ pages

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Sub-Clause 5.2 of Section 3, Evaluation and Qualification Criteria			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 5.2 of Section 3, Evaluation and Qualification Criteria			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Matter in Dispute:	

Form FIN-1: Historical Financial Performance

Bidder's Legal Name: _____

Date: _____

JVA Partner's Legal Name: _____

IFB No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JVA, by each partner:

Financial Information in US\$ Equivalent	Historic Information for Previous _____ (____) Years (US\$ Equivalent in 000s)					
	Year 1	Year 2	Year 3	Year...	Avg.	Avg. Ratio
Information from Balance Sheet						
Total Assets						
Total Liabilities						
Net Worth						
Current Assets						
Current Liabilities						
Information from Income Statement						
Total Revenue						
Profits Before Taxes						
<input type="checkbox"/> Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions: <ul style="list-style-type: none"> ◆ All such documents must reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies. ◆ Historic financial statements must be audited by a certified accountant. ◆ Historic financial statements must be complete, including all notes to the financial statements. ◆ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). 						

Form FIN-2: Average Annual Turnover

Bidder's Legal Name: _____

Date: _____

JVA Partner's Legal Name: _____

IFB No.: _____

Page _____ of _____ pages

Annual Turnover Data (Construction Only)			
Year	Amount and Currency	Exchange Rate	US\$ Equivalent
Average Annual Construction Turnover*			

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Sub-Clause 5.3.2 of Section 5, Evaluation and Qualification Criteria.

Form FIR-1: Prevailing Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JVA.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section 3, Evaluation and Qualification Criteria, Sub-Clause 5.3.3.]

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

Form FIR-2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JVA.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section 3, Evaluation and Qualification Criteria, Sub-Clause 5.3.3.]

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

Form EXP – 1: General Experience

Each Bidder or member of a JV must fill in this form

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2(a): Specific Experience

Fill up one (1) form per contract

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Criteria 5.4.2(a) of Section 3		

Form EXP – 2(b): Specific Experience in Key Activities

Fill up one (1) form per contract per manufacturer / sub-contractor. Bidder may propose more than one manufacturer / sub-contractor for each equipment / package.

Contract of Similar Size and Nature		
Equipment / Package		
Manufacturer / Sub-Contractor Name		
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Manufacturer <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 5.4.2(b) of Section 3		

Form of Bid Security (Bank Guarantee)

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[insert name of Bidder]* (hereinafter called “the Bidder”) has submitted to you its bid dated *[insert date]* (hereinafter called “the Bid”) for the execution of *[name of contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (_____) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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 upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: _____

IFB No.: _____

To: *[insert complete name of Employer]*

WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/ or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm.

Signed: _____

Name: *[insert complete name of person signing the Bid]*

Title:

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____

Letter of Undertaking-cum-Confirmation

(as per requirement of Section 3, Clause 5.4.2(b)(ii))
(on the Letter head of QSGM/QSTM/QGM)

PAYRA Thermal Power Plant (2 x 660MW)

Date :

Ref. No. :

To

[Employer's Name and Address]

Dear Sir,

With reference to Clause 5.4.2(b)(ii) of Section 3 (Evaluation and Qualification Criteria), the undersigned, being the authorized representative of [name of QSGM/QSTM/QGM], authorized vide resolution dated [date] passed by the Board of Directors of [name of QSGM/QSTM/QGM] in this regard, do hereby undertake and confirm to the Employer as under:

- i) That the [name of the Licensee and manufacturer], who is proposed as manufacturer of [Supercritical Steam Generator / Supercritical Steam Turbine / Generator]¹ for [name of Bidder] has a valid ongoing [technology license(s) / technology transfer agreement(s)]² including license to manufacture [Supercritical Steam Generator and/or Supercritical Steam Turbine and(or) Generator set(s)]³ with [name of QSGM/QSTM/QGM] covering the type, size and rating specified for this Project. Such [technology license(s) / technology transfer agreement(s)]⁴ is valid minimum up to the end of the Warranty Period under the Contract;
- ii) That [name of QSGM/QSTM/QGM] meets the requirements as mentioned at Clause 5.4.2(b)(i) of Section 3 (Evaluation and Qualification Criteria).

Please see attached a copy of the [technology license(s) / technology transfer agreement(s)]⁵ entered into between [name of Licensee] and [name of QSGM/QSTM/QGM].

Yours sincerely,

[Name and Designation]

[Company Seal]

Enclosure:

- a) Copy of Board Resolution
- b) Copy of [technology license(s) / technology transfer agreement(s)]

¹ As applicable

² Use one of the two options

³ As applicable

⁴ Use one of the two options

⁵ Use one of the two options