



ওয়েস্ট জোন পাওয়ার ডিস্ট্রিবিউশন কোম্পানি লিমিটেড (ওজোপাডিকো)

**WEST ZONE POWER DISTRIBUTION COMPANY LIMITED**

(An enterprise of Bangladesh Power Development Board)

প্রধান প্রকৌশলী (ই এস সি এন্ড এস) এর দপ্তর, বিদ্যুৎ ভবন, বয়রা মেইন রোড, খুলনা-৯০০০।

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## Letter of Invitation

Memo No: 27.22.4785.008.50.01.23/1237

Dated: 15/05/2023

- Engineers Associates Ltd.**  
1/3, Asad Gate Road, Block-A, Mohammadpur Housing Estate, Dhaka-1207
- Prokaushal Upodesta Ltd.**  
PUL Tower, 29 Gausul Azam Avenue  
Sector#14, Uttara, Dhaka-1230
- Joint Venture between Infrastructure Investment Facilitation Company Ltd and ZTENCO Limited**  
JPDC Bhaban (3rd Floor), 145, Monipuripara, Tejgaon, Dhaka-1215
- Joint Venture among Project Engineering Consulting Engineers Ltd. & MnM Power Solutions Ltd & Environment and Resource Analysis Center Ltd.**  
House #51, Road #04, Sector #04, Uttara Model Town, Dhaka-1230
- Joint Venture between Geo-planning for advanced Development & Power Research & Development Consultant Private Limited**  
House #10 (2nd floor), Road #16/A, Gulshan-1, Dhaka-1212
- Center for Environmental and Geographic Information Services**  
House 6, Road 23/C, Gulshan-1, Dhaka-1212

Dear Mr./Ms.:

- West Zone Power Distribution Company Limited (WZPDCL), Khulna has allocated public funds for the cost of Feasibility Study of "Grid Power Evacuation System Development for WZPDCL" and intends to apply a portion of the funds to eligible payments under the Contract for which the Request for Proposal (RFP) is issued.
- The Chief Engineer, (ESC&S), WZPDCL, Khulna now invites proposals to provide the following consulting services: Feasibility Study of "Grid Power Evacuation System Development for WZPDCL". More details on the services are provided in the Terms of Reference.
- This Letter of Invitation and the RFP has been issued to the following short-listed Consultants:
  - Engineers Associates Ltd.  
1/3, Asad Gate Road, Block-A, Mohammadpur Housing Estate, Dhaka-1207
  - Prokaushal Upodesta Ltd.  
PUL Tower, 29 Gausul Azam Avenue  
Sector#14, Uttara, Dhaka-1230
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  - Center for Environmental and Geographic Information Services  
House 6, Road 23/C, Gulshan-1, Dhaka-1212

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures for selection are described in the RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
  - Section 1 : Instructions to Consultants (ITC)
  - Section 2 : Proposal Data Sheet (PDS)
  - Section 3 : General Conditions of Contract (GCC),
  - Section 4 : Particular Conditions of Contract (PCC),
  - Section 5 : Proposal & Contract Forms
  - Section 6: Terms of Reference (TOR)
5. The proposal shall reach not later than 12.06.2023 at 11:00 hrs. BST at the office of the Chief Engineer, (ESC&S), WZPDCL, Khulna. The proposal will be opened on the same date at 12:00 hrs. The bid shall be hand delivered. Bid Proposal received after due time shall not be entertained.
6. A Pre-Proposal meeting will not be held.
7. For further information, interest firm(s), may contact with Chief Engineer, (ESC&S), WZPDCL, Khulna.

Yours sincerely,

  
15.05.2023  
(Engr. Md. Abu Hasan)  
Chief Engineer, (ESC&S)  
WZPDCL, Khulna  
Mobile no: 01713-850211

Enclosed: A set of the RFP document.

**Copy (Not in seniority):**

1. Managing Director, WZPDCL, Khulna - For kind information.
2. Executive Director (Operation/Finance/P&D), WZPDCL, Khulna --for kind information.
3. Chief Engineer, O&M and S&D, WZPDCL, Khulna.
4. Executive Engineer (MIS), WZPDCL, Khulna - Please publish the notice in the WZPDCL website.
5. M/S..... requested to collect the RFP documents from the office of the Chief Engineer (ESC&S), Biddyut Bhaban Campus, Boyra Main Road, WZPDCL, Khulna during office hour on any working days before closing time of submission with a written application.
6. Notice Board.



**WEST ZONE POWER DISTRIBUTION COMPANY LIMITED**

**Request for Proposal (RFP)  
For  
Selection of Consulting Firm (National) for  
Feasibility Study of “Grid Power Evacuation System  
Development for WZPDCL”.**

*(Simple Lump Sum - up to Tk 1.00 Crore)*

Invitation for Proposals No:27.22.4785.008.50.01.23/1237

Issued on: 15/05/2023

Proposal Package No:

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**May 2023**

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*[Handwritten signatures and initials]*

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## Letter of Invitation

[If applicable, insert: Invitation No.....]

[insert: Location and Date]

[Insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. West Zone Power Distribution Company Limited (WZPDCL), Khulna has allocated public funds for the cost of Feasibility Study of "Grid Power Evacuation System Development for WZPDCL" and intends to apply a portion of the funds to eligible payments under the Contract for which the Request for Proposal (RFP) is issued.
2. The Chief Engineer, (ESC&S), WZPDCL, Khulna now invites proposals to provide the following consulting services: Feasibility Study of "Grid Power Evacuation System Development for WZPDCL". More details on the services are provided in the Terms of Reference.
3. This Letter of Invitation and the RFP has been issued to the following short-listed Consultants:
  - 1 [list only the short-listed consultants]
  - 2
  - 3
  - 4
  - 5

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures for selection are described in the RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
  - Section 1 : Instructions to Consultants (ITC)
  - Section 2 : Proposal Data Sheet (PDS)
  - Section 3 : General Conditions of Contract (GCC),
  - Section 4 : Particular Conditions of Contract (PCC),
  - Section 5 : Proposal & Contract Forms
  - Section 6: Terms of Reference (TOR)
6. A Pre-Proposal meeting will not be held.
7. Please inform us in writing, preferably by electronic mail, at the office of the Chief Engineer (ESC&S), Bidyut Bhaban, 35/Boyra Main Road, WZPDCL, Khulna, upon receipt:
  - (a) that you have received the Letter of Invitation and the RFP; and
  - (b) whether you will submit a proposal alone or in association with any other Consultant.

Yours sincerely,

(Engr. Md. Abu Hasan)  
Chief Engineer, (ESC&S)  
WZPDCL, Khulna

Enclosed: A set of the RFP document.

# Section 1. Instructions to Consultants

## A. General

1. **Scope of Proposal**
  - 1.1 The Client, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
  - 1.2 Only those short-listed Consultants indicated in the Letter of Invitation are eligible to submit a Proposal for the consulting services required for the assignment.
  - 1.3 The successful Consultant shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the PDS.
2. **Interpretation**
  - 2.1 Throughout this RFP:
    - (a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; in written form with proof of receipt;
    - (b) if the context so requires, singular means plural and vice versa; and
    - (c) "day" means calendar day unless otherwise specified as working days;
    - (d) "**Request for Proposal Document**" means the Document provided by the Client to a short-listed Consultants a basis for preparation of proposal; and
    - (e) "**Proposal**" depending on the context, means a proposal submitted by a Consultant for delivery of Services to a Client in response to an invitation for Request for Proposal.
3. **Source of Funds**
  - 3.1 The Client has been allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
  - 3.2 For the purpose of this provision, "**public funds**" means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or loan, grants and credits aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
  - 3.3 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.



**4. Corrupt, Fraudulent, Collusive or Coercive Practices**

- 4.1 The Government requires that Clients, as well as Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
- 4.2 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Client against any Consultant alleged to have been carried out such practices, the Client shall
- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
  - (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
- 4.3 The Government requires that client as well as consultant shall, during procurement proceedings and delivery of Services under Public funds, ensure –
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b) abiding by code of ethics as mentioned in Rule 127 of the Public Procurement Rules, 2008 and
  - (c) that neither it's any officer nor any staff nor any other agents or intermediaries working on its behalf engage in any such practice as detailed in ITC Sub Clause 4.3 (b).
- 4.4 Should any corrupt or fraudulent practice of any kind referred to in ITC Clause 4.5 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC Clause 4.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing
- 4.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a) "*corrupt practice*" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
  - (b) "*fraudulent practice*" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the

execution of a contract to the detriment of the Client;

- (c) *“collusive practice”* means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) *“coercive practice”* means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

4.6 The Consultant shall be aware of the provisions on fraud and corruption stated in GCC Clause 4 and GCC Sub-Clause 16.3.

**5. Eligible Consultants**

- 5.1 Only short-listed Consultants are eligible to submit proposals.
- 5.2 The Consultant has the legal capacity to enter into the contract.
- 5.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 4.5.
- 5.4 The Consultant is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.
- 5.5 The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 5.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.
- 5.7 Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

**6. Eligible Sub-Consultants**

6.1 The requirements for eligibility as stated under ITC Clause 5 will extend to each Sub-consultant, as applicable.

**7. Eligible Services**

7.1 All materials, equipment and supplies used by the Consultant and services to be provided under the Contract shall have their origin in countries other than those specified in the PDS.

**8. Conflict of Interest**

**8.1** Consultants and all parties constituting the Consultant shall not have a Conflict of Interest (COI), pursuant to Rule 55 of the Public Procurement Rule 2008.

**8.2** COI means a situation in which a Consultant provides biased professional advice to a Client in order to obtain from that Client an undue benefit for himself/herself or affiliate(s)/associates(s).

**8.3 General**

The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Client's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in Sub Clauses 8.4 to 8.6 below.

**8.4 Conflicting Activities**

A firm that has been engaged by the Client to supply goods, provide Services, Works or Services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently supplying goods, providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**8.5 Conflicting Assignments**

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

**8.6 Conflicting Relationships**

(a) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the

Contract.

(b) Client's officials, who have an interest, directly or indirectly, with a firm or individual that is participating or has participated in a Procurement proceedings of that Client, shall declare its relationship with that firm or individual and consequently not participate in any proceedings concerned with that specific Procurement at any stage including from when the specifications are written and qualification criteria are established up to the Supply of Goods or execution of the Works are completed and, until all contractual obligations have been fulfilled.

**9. Unfair Advantage**

9.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to this proposed assignment, the Client shall make available to all short-listed Consultants together with this RFP Document all information that would in that respect give such Consultant any competitive advantage over the competing Consultants.

**10. Site Visit**

10.1 The Consultant, at the Consultant's own cost, responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services.

**B. Request for Proposal**

**11. RFP Document**

11.1 The Sections comprising the Request for Proposal are listed below.

- **Section 1 : Instructions to Consultants (ITC)**
- **Section 2 : Proposal Data Sheet (PDS)**
- **Section 3 : General Conditions of Contract (GCC),**
- **Section 4 : Particular Conditions of Contract (PCC),**
- **Section 5 : Proposal and Contract Forms**
  - A. Technical Proposal: Standard Forms**
  - B. Financial Proposal: Standard Forms**
  - C. Form of Contract**
  - D. Appendices**
- **Section 6: Terms of Reference (TOR)**

11.2 The Client is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Client.

11.3 The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.

**12. RFP Clarification**

12.1 A Consultant requiring any clarification of the RFP Document shall contact the Client in writing at the Client's address indicated in the PDS before **two-third** of the time allowed for preparation and

submission of Proposal elapses.

- 12.2 The Client is not obliged to answer any clarification request received after that date as stated under ITC 12.1
- 12.3 The Client shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITC Sub Clause 12.1.
- 12.4 The Client shall forward copy of its response to all those short-listed Consultants, including a description of the enquiry but without identifying its source pursuant to Rule 117(22) of the Public Procurement Rules, 2008.
- 12.5 Should the Client deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITC Clause 14.

**13. Pre-proposal Meeting**

- 13.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the PDS, invite short-listed Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the PDS.
- 13.2 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed Consultants not later than seven (7) days of the date of the meeting. Any revision to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 14 and not through the minutes of the pre-Proposal meeting

**14. RFP Amendment**

- 14.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a short-listed Consultant, may revise the RFP Document by issuing an Addendum. The Addendum shall become an integral part of the RFP Document.
- 14.2 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the Client may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC 30.

**C. Proposal Preparation**

**15. Proposal: Only one & Preparation Costs**

- 15.1 A short listed Consultant, including its affiliate(s), pursuant to Rule 96 (2) of the Public Procurement Rules 2008 may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected.

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15.2 A firm, proposed as a Sub-Consultant in any Proposal pursuant to Rule 53(2) of the Public Procurement Rules, 2008, may participate in more than one Proposal, but only in the capacity of a Sub-Consultant.

15.3 A short-listed Consultant submitting a Proposal individually pursuant to Rule 53(5) of the Public Procurement Rules, 2008, or as JVCA partner, shall not be accepted as Sub-Consultant to any other short-listed Consultant in the same procurement process.

15.4 The Consultant shall bear all costs associated with the preparation and submission of its Proposal.

**16. Proposal:  
Language**

16.1 The Proposal shall be written in the **English** language. Correspondences and documents relating to the Proposal may be written in English or **Bangla**. Supporting documents and printed literature furnished by the Consultant that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or **Bangla** language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern.

**17. Proposal:  
Documents**

17.1 The Proposal prepared by the Consultant shall comprise the following:

- (a) Technical Proposal;
- (b) Financial Proposal;
- (c) documentary evidence establishing the Consultant's eligibility; and
- (d) any other document required as stated in the PDS.

**18. Proposal:  
Preparation**

18.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Proposal.

18.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 19 and 20 using the forms furnished in Section **5A**: Technical Proposal; Standard Forms.

18.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 21 and 22 and using the forms furnished in Section **5B**: Financial Proposal; Standard Forms.

18.4 All the forms mentioned in ITC Sub Clauses 20.1 and 21.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected.

**19. Technical  
Proposal  
Preparation**

19.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub Clause 19.2 through 19.14 inclusive.

19.2 If a Consultant considers that it does not have all the expertise

required for the assignment, it may obtain that expertise with other Consultants or entities in a joint venture or Sub-Consultancy as appropriate.

- 19.3 The Consultant wishing to obtain expertise from other Consultants or entities may participate in the procurement proceedings by forming a Joint Venture, pursuant to Rule 54 of the Public Procurement Rules, 2008.
- 19.4 Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case on a non-judicial stamp of value or equivalent as stated in the PDS, duly signed by all legally authorised representatives of the Consultants who are parties to such agreement.
- 19.5 Joint Venture, as stated under ITC Sub Clause 19.3, with other non-short-listed Consultants at the time of submission of a Proposal is not admissible without prior permission of the Client.
- 19.6 Joint Venture, as stated under ITC Sub Clause 19.3, among the short-listed Consultants at the time of submission of a Proposal is not permitted, and the Client shall disqualify such Proposal.
- 19.7 The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Client.
- 19.8 The Consultant appointing another short-listed Consultant as a Sub-Consultant, as stated under ITC Sub Clause 19.2, at the time of submission of Proposal will not require prior permission of the Client but in such cases, the Proposal shall be submitted in the title of the short-listed Consultant.
- 19.9 In the event of Sub-Consultancy, as stated under ITC Sub Clause 19.8, the Proposal should include a covering letter signed by an authorized representative of the short-listed Consultant with full authority to make legally binding contractual and financial commitments on behalf of the Consultant, **plus** a copy of the agreement(s) with the Sub-Consultant(s).
- 19.10 Sub-Consultancy (s) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.
- 19.11 For QCBS or Least Cost Selection based assignments, only the estimated total of Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the Consultant.
- 19.12 For Fixed Budget Selection assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the PDS but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.

19.13 Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.

19.14 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. Conversely, one Key professional staff is not allowed to offer his/her inputs in more than one Proposal for this particular assignment and, in this particular procurement process.

**20. Technical Proposal:  
Format and Content**

20.1 The Technical Proposal shall provide the following information using the Standard Forms (**Section 5A**):

- (a) Form **5A1**: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:
- (b) Form **5A2**: giving a brief description of the Consultant's organization and an outline of **experience** of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (c) Form **5A3**: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Client etc.
- (d) Form **5A4**: indicating the approach, methodology and work plan for performing the assignment
- (e) Form **5A5**: being the work plan and should be consistent with the Work Schedule & shall be in the form of a bar chart showing the timing proposed for each activity.
- (f) Form **5A6**: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (g) Form **5A7**: being the Estimates of the staff input (staff-months



of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.

- (h) Form **5A8**: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (i) Plus, a detailed description of the proposed methodology, staffing, and staffing for training, if the PDS specifies training as a major component of the assignment.
- (j) Any additional information that might be requested in the PDS.

20.2 The Technical Proposal shall not include any financial information. **A Technical Proposal containing financial information may be rejected.**

## 21. Financial Proposal Format and Content

21.1 The Financial Proposal shall be prepared using the Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff, and (b) reimbursable expenses indicated in the PDS. If appropriate, these costs should be broken down by activity.

21.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items.

21.3 The Financial Proposal shall provide the following information using the Standard Forms (**Section 5B**):

- (a) Form **5B1**: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
- (b) Form **5B2**: being the Summary of Costs against staff remuneration and reimbursable expenses;
- (c) Form **5B3**: being the breakdown of costs against staff remuneration;
- (d) Form **5B4**: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;-

21.4 If appropriate, all these costs should be broken down by activity.

## 22. Taxes

22.1 The Consultant is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the Consultant to be familiar with the relevant laws in Bangladesh, and to determine the taxes, duties, fees, levies and other charges and associated amounts to be paid under the Applicable Law, if the Contract is awarded. **Pursuant to Section 60 (3) of the Public Procurement Act, any such amounts on account of local taxes shall not be considered in the Financial Evaluation of the**

**Proposal** as they will be discussed at contract negotiation and applicable amounts will be included in the Contract Price.

- 23. Client Inputs** 23.1 The Client shall:
- (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;
  - (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP Document; and
  - (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.
- 24. Alternative Proposals** 24.1 Unless otherwise stated in the PDS, alternative proposals shall not be considered.
- 25. Proposal Currency** 25.1 All prices shall be quoted in Bangladesh Taka unless otherwise stated in the PDS.
- 25.2 Prices quoted by the Consultant shall be fixed throughout the contract period unless otherwise specified in the PDS.
- 26. Proposal Validity** 26.1 Proposal validities shall be determined on the basis of the complexity of the Proposal and the time needed for its examination, approval and signing of Contract, pursuant to Rules 19, 20 and 117(10) of the Public Procurement Rules 2008.
- 26.2 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Client.
- 26.3 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period including extension, if any. The Client will make its best effort to complete negotiations within this period.
- 27. Extension of Proposal validity** 27.1 In justified exceptional circumstances, prior to the expiration of the proposed validity period, the Client pursuant to Rule 21 of the Public Procurement Rules 2008 may solicit, not later than ten (10) days before the expiry date of the Proposal validity, compulsorily all the Consultants' consent to an extension of the period of validity of their Proposals.
- 27.2 The Consultants consenting in writing to the request as stated under ITT Sub clause 27.1 shall not be required or permitted to modify its Proposal under any circumstances.
- 27.3 If the Consultants are not consenting in writing to the request made by the Client, its Proposal shall not be considered in the subsequent evaluation.
- 28. Proposal Format and Signing** 28.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 20.1 and one (1) original of the Financial Proposal as described in and clearly mark them



"ORIGINAL".

28.2 The Consultant shall prepare the number of copies as specified in the PDS of the Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

28.3 The original and all copies of the Technical and the original of the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

28.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

#### D. Proposal Submission

#### 29. Proposal: Sealing and Marking

29.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".

29.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

29.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

- (a) bear the name and address of the Consultant;
- (b) be addressed to the Client at the address specified in the PDS;
- (c) bear the name of the Proposal as specified in the PDS; and
- (d) bear a statement "DO NOT OPEN BEFORE ....." The date for opening as specified in the PDS.

29.4 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.

29.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

#### 30. Proposal: Submission Deadline

30.1 Proposals shall be delivered to the Client at the address specified under ITC Sub-Clause 29.3 (b) no later than the date and Time indicated in the PDS.

30.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was

received.

30.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 14, in which case all rights and obligations of the Client and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

**31. Proposal Submitted Late**

31.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 30 shall be declared **LATE** and returned unopened to the Consultant.

**E. Proposal Opening and Evaluation**

**32. Technical Proposal Opening**

32.1 Proposals shall be opened pursuant to Section 58 of the Public Procurement Act, 2006 and Rule 7, 118(2), (3) and (4) of the Public Procurement Rules, 2008.

32.2 The Client shall open all the Technical Proposals received shortly after the deadline for submission and at the place specified in the PDS. There shall be no public opening of the Technical Proposals.

32.3 The Financial Proposals shall be kept closed in the safe custody of the Head of the Procuring Entity until such time as the evaluation of Technical proposal has been completed, pursuant to Rule 118 (3) of the Public Procurement Rules.

**33. Restriction on Disclosure of information relating to Procurement Process**

33.1 Following the opening of the Technical Proposals by the Client's PEC, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Client or PEC, pursuant to Rule 31 of the Public Procurement Rules, 2008.

33.2 From the time the Proposals are opened to the time the Contract is awarded, any effort by any Consultant to influence the Client or PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in rejection of the Consultant's Proposal.

**34. Clarification of Proposal**

34.1 The Client's Proposal Evaluation Committee (PEC) may ask the Consultants for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the Consultants shall be in writing, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any of the key staff or elements of the Proposal will neither be sought nor be permitted. Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.

34.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the PEC's written request for clarification, its Proposal shall not be considered in the evaluation.

34.3 All clarification requests shall remind the Consultants of the need for confidentiality and that any breach of confidentiality on the part of the Consultant may result in their Proposal being disqualified and rejected

as stated in ITC Sub clause 33.1

34.4 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary, and approved by the Competent Authority following Rule 119 (11) of the Public Procurement Rules, 2008.

**35. Examination of Conflict of Interest Situation**

35.1 During the evaluation of the Technical Proposals, the Client shall ascertain that no new COI situations have arisen since the Consultant was short-listed. If the Client identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.

35.2 If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the Client shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.

35.3 If a Consultant has been found to mislead the Client by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.

**36. Proposal: Technical Evaluation**

36.1 All Technical Proposals shall be evaluated in accordance with the Request for Proposal (RFP) and the Terms of Reference (TOR) pursuant to the provisions laid down in Section 59 of the Public Procurement Act, 2006 and Rule 119 of the Public Procurement Rules, 2008

36.2 The PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals on the basis of their responsiveness to the RFP and TOR, applying the evaluation criteria, sub criteria, and points system, pursuant to Rule 117 (24) (c) and Rule 117 (27) of the Public Procurement Rules, 2008, as specified in the PDS.

36.3 The points for each Technical Proposal shall then be calculated as average of the points given by all the members including the Chairperson of the PEC for the respective Proposal.

36.4 Technical Proposals thus given a Technical Points (Tp), as stated under ITC Sub Clause 36.2, not securing the precise minimum as specified in the PDS, shall be considered non-responsive.

**37. Financial Proposal Opening**

37.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed and approved by the Client pursuant to Section 59 of the Public Procurement Act 2006, and Rule 120 of the Public Procurement Rules 2008, the Client shall notify in writing, those Consultants that have secured the precise minimum Technical points (Tp), indicating the date, time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such

notification.

37.2 The Client shall simultaneously notify those Consultants whose Technical Proposals did not meet the precise minimum Technical Points (Tp) or were considered non-responsive to the RFP and TOR indicating that their Financial Proposals will be returned unopened after completing the selection process.

37.3 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening and these shall be furnished, upon request, to Consultants whose Financial Proposals were opened.

**38. Proposal:  
Financial  
Evaluation**

38.1 The Proposal Evaluation Committee (PEC) will review the detailed content of each Financial Proposal. During the review, the committee and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

38.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced shall be deemed to be included in the prices of other activities or items of the Proposal, as stated under ITC Sub Clause 21.2.

38.3 **Arithmetical errors** in the Financial Proposal if detected, shall be corrected on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

38.4 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

**38.5 Pursuant to Section- 60(3) of the Public Procurement Act, 2006, the Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this Intellectual and Professional Services.**

38.6 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial Points (Fp) of **100**. The Financial Points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 38.7.

38.7 The points for other Financial Proposals, as stated under ITC Sub Clause 38.7, shall be computed using the formulae:  $F_p = \frac{100 \times F_m}{F}$ ; **Fp** being the Financial Point of the Proposal under evaluation, **Fm** being the lowest Financial Proposal Price and, **F** being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as stated under ITC Sub Clause 38.3, 38.5 and 38.8.

38.8 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; PEC shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the Proposal Price in this respect.

*[For the purpose of ITC Sub Clause 38.8, if a Technical Proposal indicates the presence of the Team Leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount]*

38.9 Pursuant to Rule 120(3) of the Public Procurement Rules, 2008, the Consultant shall be kept informed of such errors discovered during arithmetic corrections stated under ITC Sub Clause 38.3.

### **39. Proposal: Combined Evaluation**

39.1 In QCBS the Proposals will be ranked according to their combined scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) pursuant to Rule 117 (24) (b) and 121 of the Public Procurement Rules 2008 as indicated in the PDS:

$Cs = Ts$  (Technical score) +  $Fs$  (Financial score). [  $Ts$  being  $Tp \times T \%$  and  $Fs$  being  $Fp \times F \%$ ] The firm achieving the highest combined technical and financial score will be invited for negotiation under **ITC Clauses 40 to 44**.

39.2 In the case of Fixed-Budget Selection(**FBS**), the Client will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under **ITC Clauses 40 to 44**.

39.3 In the case of FBS, the Client will select the Consultant that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget amount excluding all taxes, duties, fees, levies and

other charges to be imposed under the Applicable Law.

39.4 In the case of FBS, adjustments made by the PEC to correct omissions or inconsistencies detected during the evaluation of the Financial Proposal if raises the Proposal Price above the available budget indicated in the RFP, the Proposal shall be considered non-responsive.

39.5 In the case of the Least-Cost Selection, the Client will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under **ITC Clauses 40 to 44.**

**40. Proposal:  
Negotiation**

40.1 Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.

**41. Proposal  
Negotiation:  
Technical**

41.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, training inputs (if training is a major component) and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "**Description of Services**". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

41.2 The PEC may, in particular, require the invited Consultant to substitute a key staff, if it was found during evaluation that he/she is not fit enough for the proposed assignment.

**42. Proposal  
Negotiation:  
Financial**

42.1 The financial negotiation swill reflect the agreed technical modifications in the cost of the services for QCBS, FBS or LCS. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts' inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.

42.2 Unless the Consultant and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 22.1, on the Consultant, proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the Consultant during negotiation and, requisite provisions shall be made for them in the Contract Price.

42.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract.



**43. Availability of Professional staff/experts**

43.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

**44. Proposal Negotiations: Conclusion**

44.1 The PEC with participation of the Client and the successful Consultant shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.

44.2 If negotiation fails, the PEC, pursuant to Section-60(2) of the Public Procurement Act, 2006, will negotiate with the next highest evaluated Consultant, and similarly with other evaluated Consultants until a Contract is signed, but it shall not negotiate simultaneously with more than one Consultant.

**45. Rejection of all Proposals**

45.1 The Client, on justifiable grounds, may annul the Procurement proceedings, at any time prior to the deadline for submission of the Proposals following specified procedures, pursuant to Rule 35 of the Public Procurement Rules, 2008 and shall return all proposals received unopened.

45.2 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client, pursuant to Rule 123 of the Public Procurement Rules, 2008, reject them under the following grounds -

- (a) The Proposals containing major deficiencies in responding to the RFP.
- (b) The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.
- (c) Evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.

45.3 The Client may further annul the Procurement proceedings any time prior to signing of the Contract following specified procedures, pursuant to Rule 33 of the Public Procurement Rules, 2008, in accordance with Section 19 of the Public Procurement Act, 2006.

**46. Informing reasons for rejection**

46.1 Notice of the rejection, pursuant to Rule 35 of the Public Procurement Rules, 2008, will be given promptly within seven (7) days of decision taken by the Client to all Consultants, and the Client will, upon receipt of a written request, communicate to any Consultant the reason(s) for its rejection but is not required to justify those reason(s).

## F. Contract Award

- 47. Contract Award**
- 47.1 The Client shall, within seven (7) working days of receipt of approval of the Contract in accordance with Section 61 of the Public Procurement Act, 2006 and Rule 124 of the Public Procurement Rules, 2008, and provided that no complaint or appeal has been lodged or is still under consideration following Rules 57, 59 and 60 of the Public Procurement Rules, 2008, prior to the Proposal validity period, invite the successful Consultant to sign the Contract; so that the Contract comes into force before expiration of the Proposal validity, pursuant to Rule 122 (2) of the Public Procurement Rules, 2008.
- 48. Performance Security**
- 48.1 If so specified in the **PDS**, a Performance Security shall be provided by the successful Consultant, in favour of the Client, for the amount as specified in the **PDS**, prior to signing of contract.
- 48.2 The proceeds of the Performance Security shall be payable to the Client unconditionally upon first written demand as compensation for Consultant's failure to complete its obligations under the Contract.
- 49. Form and Validity of Performance Security**
- 49.1 The Performance Security shall be in the form of a Pay Order or Bank Draft or an irrevocable unconditional Bank Guarantee in the format as in the Appendix 8, without any alteration, issued by a scheduled bank of Bangladesh.
- 49.2 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Consultant's obligation under the Contract.
- 49.3 The Client may verify the authenticity of the Performance Security submitted by the successful Consultant by sending a written request to the branch of the Bank issuing the Performance Security.
- 50. Publication of award of Contract**
- 50.1 Particulars relating to award of Contract of Taka **five (5)** million and above, in prescribed format, shall be notified by the Client to the Central Procurement Technical Unit within seven (7) days of signing of the Contract for publication in their website, and that notice shall be kept posted for not less than a month pursuant to Rule 126(3) of the Public Procurement Rules, 2008.
- 51. Advising Unsuccessful Consultants**
- 51.1 The Client shall, following signing of the Contract with the successful Consultant, promptly notify the other Consultants whose Proposals were technically responsive that they have been unsuccessful, pursuant to Section 63 of the Public Procurement Act, 2006 and Rule 126(1) of the Public Procurement Rules, 2008. The Client shall also return their unopened Financial Proposals.
- 52. Debriefing**
- 52.1 Debriefing of Consultants by the Client shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her, pursuant to Rule 37 of the Public Procurement Rules, 2008, without disclosing information about any other Consultant.
- 53. Commencement of Services**
- 53.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

**54. Consultants  
Right to  
Complain**

54.1 Any short-listed Consultant has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Client to fulfil its obligations in accordance with Section 29 of the Public Procurement Act, 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.

54.2 Circumstances in which a formal complaint may be lodged in sequence by the short-listed Consultant against the Client pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.

54.3 The short-listed Consultant shall submit his or her complaint in writing within seven (7) days of becoming aware of the circumstances giving rise to the complaint.

54.4 In the first instance, the short-listed Consultant shall submit his or her complaint to the Client who issued the RFP Document.

54.5 A short-listed Consultant may appeal to a Review Panel only when that Consultant has exhausted all his or her options of complaints to the administrative authority as stated under ITC Sub Clause 54.2.

## Section 2. Proposal Data Sheet

| ITC Clause | Amendments of, and Supplements to, Clauses in the Instruction to Consultants.   |
|------------|---|
| 1.1        | The Client is Chief Engineer (ESC&S), West Zone Power Distribution Company Limited, Khulna.   |
| 1.3        | The assignment is not phased.<br>The assignment is to be completed within 1 (One) month i.e. 30 (Thirty) days.  |
| 3.1        | The source of Fund: WZPDCL's own fund.  |
| 3.3        | The development partner: <i>None</i>  |
| 7.1        | Materials, equipment's and supplies used by the Consultant and Services to be provided under the contract are not permitted if they have originated in countries having no diplomatic relationship with Bangladesh.   |
| 15.1       | For <b>clarification of proposals</b> the Client 's address is:<br>Attention: Chief Engineer (ESC&S)<br>Address: Bidyut Bhaban Campus, 35/Boyra Main Road, WZPDCL, Khulna.<br>Telephone: 041-730484<br>Mobile number:+8801713850211<br>email: wzce.escs@gmail.com   |
| 16.1       | The Proposal shall be written in English language.  |
| 17.1(d)    | Other documents required to be submitted with the Proposal are: Not applicable  |
| 19.11      | The estimated number of professional staff-months required for the assignment is: 5.25  |
| 19.12      | In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: Not applicable  |
| 19.13      | The minimum required qualification and experience of professional staff are as follows: As per Section 6: Terms of Reference (TOR)  |
| 20.1(i)    | Training is not a specific component of this assignment.  |
| 20.1(j)    | Additional information on the Technical Proposal : Not Applicable.  |
| 21.3(d)    | The Reimbursable expenses shall be the following:<br>(1). Site visit and data collection<br>(2). Communication cost<br>(3). Consumables and report preparation<br>**Logistics (computer, printer, UPS, furniture etc.-if any) bought under the reimbursable expense must be returned to WZPDCL before the final bill claim. |
| 23.1       | The Client will provide the following inputs and facilities: As described in Section 6: Terms of Reference (TOR)  |

*[Handwritten signatures and initials]*

|         |  |                      |
|---------|--|----------------------|
| 26.1    | <b>Proposals shall remain valid for 120 days after the Proposal submission date.</b>   |                      |
| 28.2    | The Consultant must submit <b>one</b> original for both the Technical Proposal and the Financial Proposal and <b>two</b> copies of the Technical Proposal.   |                      |
| 29.3(b) | The Proposal submission address is: Chief Engineer at the Office of the Chief Engineer (Energy System Control & Services), Bidyut Bhaban, 35/ Boyra Main Road, Khulna  |                      |
| 30.1    | Proposals must be submitted no later than the following [ <i>date and time:</i> ]<br>As per RFP notice, and opening date and time: As per RFP notice   |                      |
| 37.2    | Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:   |                      |
|         | <b><u>Criteria, sub-criteria</u></b>   | <b><u>Points</u></b> |
|         | (i) Specific experience of the Consultant relevant to the assignment<br><br>[Completed similar nature of work or feasibility study for power distribution utility] for any government or autonomous organization within last 5 years from the date of issuance of RFP are to be considered as project basis each with a value of at least BDT 8,00,000/- (eight lac taka).<br>Minimum no. of Projects: 2 Nos. (Marking: 2X5) | 10                   |
|         | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference  |                      |
|         | (a) Technical approach and methodology   | 20                   |
|         | (b) Work plan  | 10                   |
|         | (c) Organization and staffing  | 10                   |
|         | Total points for criterion (ii):   | 40                   |
|         | (iii) Professional staff qualifications and competence for the assignment  |                      |
|         | (a) Power System Expert & Team Leader  | 12                   |
|         | (b) Substation Expert  | 10                   |
|         | (c) Civil Engineer   | 10                   |
|         | (d) Financial Expert   | 9                    |
|         | (e) Social & Environment Expert  | 9                    |
|         | Total points for criterion (iii):  | 50                   |
|         | The number of points to be assigned to each of the above position  |                      |

|             |   |      |     |
|-------------|---|------|-----|
|             | or discipline shall be determined considering the following three sub criteria and relevant percentage weights:   |      |     |
|             | General Qualifications  | 30%  |     |
|             | Adequacy for the assignment   | 50%  |     |
|             | Experience in region and language   | 20%  |     |
|             | Total Weight:   | 100% |     |
|             | TOTAL POINTS  |      | 100 |
|             | The minimum Technical Score St required to pass is: 70Points.   |      |     |
| <b>39.7</b> | The formula for determining the financial scores is the following:<br>$F_p = 100 \times F_m / F$ , in which $F_p$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.  |      |     |
| <b>40.1</b> | The weights given to the Technical and Financial Proposals are: T =0.8 and P =0.2   |      |     |
| <b>41.1</b> | The address for contract negotiations is: WZPDCL Headquarters, Khulna.  |      |     |
| <b>48.1</b> | The amount of Performance Security shall be 5% (Five percent) of the Contract Price.  |      |     |
| <b>53.1</b> | The assignment is expected to commence within 7 days after signing of the contract.   |      |     |
| <b>54.4</b> | The name and address of the office where complaints to the Procuring Entity under Rule 57 of the PPR,2008 are to be submitted is:<br>Chief Engineer (ESCS)<br>Office of the Chief Engineer (Energy System Control & Services), Bidyut Bhaban,<br>35/ Boyra Main Road, Khulna<br>Tel: +8801713850211<br>Email: wzce.escs@gmail.com ; |      |     |

## Section 3. General Conditions of Contract

### A. General

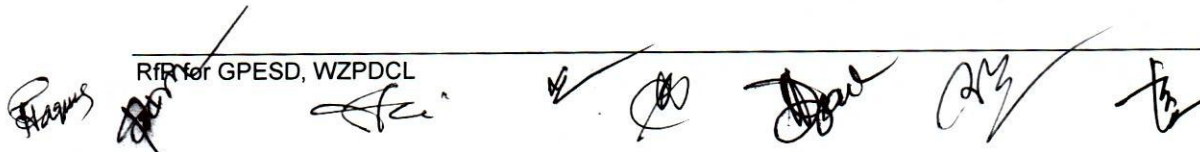
#### 1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
  - (b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
  - (c) The **"Client"** is the party named in the PCC who engages the Consultant to perform the Services.
  - (d) **"Completion"** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
  - (e) **"Completion Date"** is the date of actual completion of the fulfilment of the Services.
  - (f) The **"Consultant"** is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the PCC and the Contract Agreement.
  - (g) **"Contract Agreement"** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
  - (h) **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.
  - (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with **GCC Clause 50.1**
  - (j) **"Day"** means calendar day unless otherwise specified as working day.
  - (k) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to **GCC Clause 18.1**
  - (l) **"GCC"** mean the General Conditions of Contract.
  - (m) **"Government"** means the Government of the People's Republic of Bangladesh.
  - (n) The **"Intended Completion Date"** is the date on which it is intended that the Consultant shall complete the Services as specified in the PCC.
  - (o) **"Member"** means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and **"Members"** means all these entities.
  - (p) **"Month"** means calendar month.
  - (q) **"Party"** means the Client or the Consultant, as the case may be,

and “Parties” means both of them. Third party means any party other than Client as Consultant.

- (r) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and “Key Personnel” means the Personnel referred to in **GCC Sub Clause 24.1**
- (s) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (t) “Remuneration” means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC**” means the Particular Conditions of Contract.
- (v) “Services” means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
- (w) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (x) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (y) “Writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

- 2. **Phased Completion**
  - 2.1 If phased completion is specified in the PCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
- 3. **Communications and Notices**
  - 3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the PCC.
  - 3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
  - 3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 4. **Governing Law**
  - 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.
- 5. **Governing Language**
  - 5.1 The Contract shall be written in **English**. All correspondences and documents relating to the Contract may be written in English or **Bangla**. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.





- 5.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Documents Forming the Contract in Order of Precedence**
- 6.1 The following documents forming the Contract shall be interpreted in the order of priority:
- (a) the Contract Agreement;
  - (b) the Particular Conditions of Contract (PCC);
  - (c) the General Conditions of Contract (GCC);
  - (d) the Appendix (1 to 7); and
  - (e) any other documents as specified in the PCC forming part of the Contract.0
- 7. Assignment**
- 7.1. Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.
- 8. Eligible Services**
- 8.1 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.
- 9. Contractual Ethics**
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.
- 10. Joint Venture, Consortium or Association (JVCA)**
- 10.1 If the consultant is a Joint Venture all of the parties shall sign the Contract Agreement.
- 10.2 Each partner of the Joint Venture (this does not include sub consultancy) shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract.
- 10.3 The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client.
- 11. Authority of Member in Charge**
- 11.1 In case the Consultant is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client.
- 12. Authorized Representatives**
- 12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials as specified in the PCC.
- 13. Relation between the**
- 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete

**Parties**

charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**14. Location**

14.1 The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.

**15. Taxes**

15.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price unless otherwise exempted by the Government.

**16. Corrupt, Fraudulent, Collusive or Coercive Practices**

16.1 The Government requires that Client, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.

16.2 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) *“corrupt practice”* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) *“fraudulent practice”* means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,
- (c) *“collusive practice”* means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) *“coercive practice”* means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

16.3 The Government requires that Client, as well as Consultants shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.3(b).

16.4 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an

explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.

16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the Consultant alleged to have carried out such practices, the Client will :

- (a) exclude the Consultant from further participation in the particular Procurement proceeding; or
- (b) declare, at its discretion, the Consultant to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time from participation in procurement proceedings under public fund.

## B. Commencement, Completion and Modification of Contract

- 17. Effectiveness of Contract** 17.1 The Contract shall come into force and effect on the date, called the "Effective Date".
- 18. Effective Date** 18.1 This Contract shall come into effect on the date the Contract is signed by both parties. The date the Contract comes into effect is defined as the Effective Date.
- 19. Termination of Contract for Failure to Become Effective** 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 20. Commencement of Services** 20.1 The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.
- 21. Expiration of Contract** 21.1 Unless terminated earlier pursuant to GCC Clauses 64 to 67, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.
- 22. Modifications or Variations** 22.1 Pursuant to Rule 104 (d)(8) of the Public Procurement Rules, 2008, the Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
- 22.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 22.3 The Consultant shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 22.2. The estimate shall

comprise the following:

- (a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
- (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
- (c) a detail costing covering the total amount of the Variation Orders; and
- (d) a proposed revision of the schedule of payments as approved, if required.

22.4 Variation Orders, as stated under GCC Sub Clause 22.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof, pursuant to Rule 74(4) of the Public Procurement Rules, 2008.

22.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 22, the breakdown of the unit price provided in Forms 5B3 and 5B4 shall be the basis.

### C. Consultant's Personnel and Sub-Consultants

#### 23. General

23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.

#### 24. Description of Personnel

24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in **Appendix 3** to the Contract

#### 25. Approval of Personnel

25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. Except as the Client may otherwise agree, no changes shall be made in the Key personnel.

#### 26. Working Hours, Overtime, Leave

26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in **Appendix 4** to the Contract.

26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in **Appendix 4** to the contract and except as specified in such **Appendix**, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in **Appendix 3** to the contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**27. Removal and/or Replacement of Personnel**

- 27.1 If the Client:
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
  - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The Consultant shall not be paid for any extra expense for the replacement(s).

- 27.2 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

**D. Obligations of the Consultant**

**28. Standard of Performance**

- 28.1 The Consultant shall:
- (a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods etc;
  - (b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and;
  - (c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.

**29. Conflict of Interests**

- 29.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008.

**30. Consultant not to Benefit from Commissions Discounts etc.**

- 30.1 The remuneration of the Consultant as stated under GCC Clauses 47, 48 and 49 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 30.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- 31. Consultant and Affiliates not to Engage in Certain Activities** 31.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services,
- 32. Prohibition of Conflicting Activities** 32.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
- 33. Confidentiality** 33.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.  
*[For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]*
- 34. Liability of the Consultant** 34.1 The Consultant, in lieu of or in addition to furnishing any Performance Security (as the case may be), shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.
- 34.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
  - (b) plagiarism or alleged plagiarism by the Consultant.
- 34.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 34.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 28 provided:
- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;

- (b) that the ceiling on the Consultant's liability under GCC Clause 28 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- (c) that the Consultant's liability under GCC Clause 28 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

34.5 In addition to any liability the Consultant may have under GCC Clause 28, the Consultant shall, pursuant to Rule 125 (5) of the Public Procurement Rules, 2008, at their own cost and expense, upon request of Client; re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 28.

34.6 Notwithstanding the provisions of GCC Sub Clause 34.4(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or
- (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

**35. Insurance to be taken out by the Consultant**

**35.1 The Consultant**

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the PCC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**36. Accounting, Inspection and Auditing**

**36.1 The Consultant shall**

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;  
and
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

36.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

**37. Consultant's Actions Requiring Client's Prior Approval**

37.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;
- (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
- (c) any other action that may be specified in the PCC.

37.2 Notwithstanding any approval under GCC Sub Clause 37.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its Personnel and retain full responsibility for the Services.

**38. Reporting Obligations**

38.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.

**39. Proprietary Rights on Documents Prepared by the Consultant**

39.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.

39.2 The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.

39.3 Other restrictions about the future use of these documents and software, if any, shall be as specified in the PCC.

**40. Proprietary Rights on Equipment & Materials Furnished by the Client.**

40.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

40.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

40.3 During the possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.



## E. Obligations of the Client

- 41. Assistance and Exemptions** 41.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
  - (b) assist the Consultant in obtaining necessary licenses and permits needed to carry out the Services; and
  - (c) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the PCC.
- 42. Access to Land** 42.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the client and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultant or the Personnel of either of them.
- 43. Change in the Applicable Law Related to Taxes** 43.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 47.2.
- 44. Services, Facilities and Property** 44.1 The Client shall make available to the Consultant, for the purposes of the Services, free of any charge, the services and facilities described in Appendix 5A to the Contract at the times and in the manner specified.
- 44.2 In case that such services, facilities and property shall not be made available to the Consultant as specified in Appendix 5 the Parties shall agree on:
- i. any time extension that may be appropriate to grant to the Consultant for the performance of the Services;
  - ii. the manner in which the Consultant shall procure any such services and facilities from other sources, and
  - iii. the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.
- 45. Payment** 45.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as stated under GCC Clauses 48 to 55.
- 46. Counterpart Personnel** 46.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.

- 46.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix 5B** the Client and the Consultant shall agree on;
- (a) how the affected part of the Services shall be carried out, and
  - (b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub Clause 47.3
- 46.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## F. Payments to the Consultants

- 47. Cost Estimate of Services: Ceiling Amount**
- 47.1 An estimate of the cost of the Services is set forth in **Appendix 6** to the contract.
- 47.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 47.3, payments under this Contract shall not exceed the ceiling as specified in the PCC.
- 47.3 Notwithstanding GCC Sub Clause 47.2, if pursuant to any of the GCC Clauses 44, 46 or 48 the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 47.1 above, the ceiling set forth in GCC Sub Clause 47.2 above shall be increased by the amount of any such additional payments.
- 48. Payments: General**
- 48.1 All payments under this Contract shall be **made to the account of the Consultant** as specified in the PCC.
- 48.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in **Appendix 6** to the contract, may be charged to the physical contingency provided for only if the Client approved such expenditures prior to being incurred.
- 48.3 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- 49. Lump-Sum Payment**
- 49.1 Subject to the ceiling specified in GCC Sub-Clause 49.2, the Client shall pay to the Consultant total remuneration which shall be a **fixed lump-sum** including all staff costs, sub-consultants costs, reimbursables, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 49.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1.

- 50. Contract Price** 50.1 The Contract Price is set forth in the PCC
- 51. Modes of Payment** 51.1 Payments in respect of the Services shall be made as specified in GCC Clauses from 52 to 55.
- 52. Advance Payment** 52.1 If so specified in the PCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the PCC. If the advance payment exceeds ten percent (10%) of the contract price, then the advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:
- (a) remain effective until the Advance Payment has been fully offset; and
  - (b) be in the format as shown in Appendix 7.
- 52.2 The Advance Payment will be offset by the Client in a way specified in the PCC.
- 53. Interim Payments** 53.1 Payment will be made according to the payment schedule stated in the PCC subject to the provision of advance payment stated in GCC Clause 52. Any other payment shall be made after the conditions listed in the PCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 53.2 The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
- 53.3 If the Client has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 53.4 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 54. Amendment to the Contract** 54.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.
- 54.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.

**55. Final Payment**

55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

**56. Suspension of Payments**

56.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

**G. Time Control**

**57. Performance Security**

57.1 The Client shall notify the Consultant of any claim made against the Bank issuing the Performance Security.

57.2 The Client may claim against the Performance Security if any of the following events occurs for fourteen (14) days or more.

- a) The Consultant is in breach of the terms and conditions of Contract and the Client has duly notified him or her ; and
- b) The Consultant has not paid an amount due to the Client and the Client has duly notified him or her.

57.3 In the event as stated under GCC Sub Clause 57.2, the Client shall assess the estimated compensation payable by the Consultant and the Client shall call for the amount of such compensation from the PS. If it is found that the compensation is to the full value or more of the PS, the Consultant is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more.

57.4 If there is no reason to call the Security, the Security shall be discharged by the Client to the Consultant not later than twenty-eight (28) days following the date of Completion of the Consultant's performance obligations under the Contract.

**58. Completion of Services**

58.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 20.1

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- 59. Early Warning** 59.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
- 60. Extension of the Intended Completion Date** 60.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
- 61. Progress Meetings** 61.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 61.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

## H. Good Faith

- 62. Good Faith** 62.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 63. Fairness in Operation** 63.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

## I. Termination and Settlement of Disputes

- 64. Termination for Default** 64.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.

64.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 75.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 75.2 within thirty (30) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**65. Termination for Insolvency**

65.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:

- (a) the Client becomes bankrupt or otherwise insolvent;
- (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

**66. Termination for Convenience**

66.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

**67. Termination because of Force Majeure**

67.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than forty five (45) days.

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**68. Force Majeure**

68.1 For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

68.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**69. No Breach of Contract**

69.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**70. Measures to be taken on Force Majeure**

70.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

70.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

70.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

70.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

**71. Cessation of Rights and Obligations**

71.1 Upon termination of the Contract pursuant to GCC Clauses 63 to 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 33;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 36; and
- (d) any right which a Party may have under the Applicable Law.

**72. Cessation of Services**

72.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 39 and or 40.

**73. Payment upon Termination**

73.1 Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to GCC Clause 47 to 55 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), & (c) and GCC Sub Clause 64.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

**74. Disputes about Events of Termination**

74.1 If either Party disputes whether an event specified in GCC Clause 63, 64 or 65 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 75.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

74.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 75.

**75. Settlement of Disputes**

**75.1 Amicable Settlement**

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**75.2 Arbitration**

If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.

- (a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration



proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the PCC.

- (b) Notwithstanding any reference to arbitration herein
- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
  - (ii) the Client shall pay the Consultant any monies due the Consultant

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## Section 4. Particular Conditions of Contract

| GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |
|------------|---|
|            | RFP IDENTIFICATION NO: _____  |
| 1.1 (c)    | The Client is Chief Engineer, ESCS, WZPDCL, Bidyut Bhaban, 35/ Boyra Main Road, Khulna.   |
| 1.1 (f)    | The Consultant is [name, address and name of authorized representatives]  |
| 1.1 (k)    | Contract effective date is the date of signing of contract.   |
| 1.1 (n)    | The Intended Completion Date is 30 days from the signing date of contract.  |
| GCC 2.1    | The assignment is to be completed in the following phases: <i>None</i> .  |
| GCC 3.1    | <p>The addresses for <b>Communications and Notices</b> are:</p> <p><b>Client</b> : Chief Engineer, ESCS</p> <p><b>Address</b> : Office of the Chief Engineer (Energy System Control &amp; Services), Bidyut Bhaban, 35/ Boyra Main Road, Khulna</p> <p><b>Tel</b> : +8801713850211</p> <p><b>E-mail</b> : wzce.escs@gmail.com</p> <p><b>Consultant</b> :</p> <p><b>Attention</b> :</p> <p><b>Facsimile</b> :</p> <p><b>E-mail</b> :</p> |
| GCC 6.1(e) | The following additional documents shall form the part of the Contract: <i>None</i> .   |
| GCC 8.1    | Non-eligible countries are countries having no diplomatic relation with Bangladesh.   |
| GCC 11.1   | <p>The Member in Charge is: [insert name with designation].</p> <p><i>[If the Consultant consists of a joint venture, consortium or association of more than one entity, the name of the entity whose address is specified in GCC Clause 3.1 should be inserted here. If the Consultant consists only of one entity, this Clause should be deleted from the PCC]</i></p>  |
| GCC 12.1   | <p>The Authorized Representatives are:</p> <p><b>For the Client</b> : Chief Engineer, ESCS, WZPDCL, Khulna</p> <p><b>For the Consultant</b> : [insert name with designation, phone etc.].</p>   |

|                    |  |
|--------------------|--|
| <b>GCC 20.1</b>    | The time for commencement of the Services shall be <b>07 days</b> from the Effective Date of the Contract.   |
| <b>GCC 21.1</b>    | The Contract shall expire at the end of <b>30 days</b> after the Effective Date of the Contract.   |
| <b>GCC 34.4(a)</b> | The Consultant is notified of such actions, claims, losses or damages not later than <b>three (3)</b> months after conclusion of the Services.   |
| <b>GCC 34.4(b)</b> | The ceiling on Consultant's liability shall be limited to <b>100% of the contract amount</b> .   |
| <b>GCC 35.1(a)</b> | The risks and the coverage shall be as follows:<br><br>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bangladesh by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <b>prevailing GOB Rules</b> .<br><br>(b) Third Party liability insurance, with a minimum coverage of <b>prevailing GOB Rules</b> .<br><br>(c) Professional Liability insurance, with a minimum coverage of <b>prevailing GOB Rules</b> .<br><br>(d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and<br><br>(e) Insurance against loss of or damage to (i) equipment and materials purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| <b>GCC 37.1(c)</b> | The other actions that shall require Client's approval are:<br><br>Any work beyond ToR which may be necessary to carry out for the fulfilment of the assignment; a prior written approval of the client/employer is required.  |
| <b>GCC 39.3</b>    | The other restrictions about future use of documents and software are:<br><br>The consultant shall not use these documents and software for purposes unrelated to this contract without the prior written approval of the client.  |
| <b>GCC 41.1(c)</b> | Assistance for carrying out the Services to be provided by the Client are;<br><br><b>As mentioned in Section 6, Terms of Reference</b>   |
| <b>GCC 47.2</b>    | The Contract ceiling amount is: Not Applicable   |
| <b>GCC 48.1</b>    | The Bank Account is: <i>[insert account with details]</i>  |
| <b>GCC 50.1</b>    | <b>The Contract Price is: Tk.....</b>  |
| <b>GCC 52.1</b>    | <b>Advance Payment: Not Applicable</b>   |

*[Handwritten signatures and initials]*

|              |   |
|--------------|---|
| GCC 53.1     | <p>Payments shall be made in Bangladesh Taka according to the following schedule:</p> <ul style="list-style-type: none"> <li>• <b><u>1<sup>st</sup> Payment:</u></b><br/>40% of the contract amount will be paid to the consultant after acceptance of the Draft Final Report by WZPDCL.</li> <li>• <b><u>Final Payment:</u></b><br/>The remaining 60% of the contract amount will be paid to the consultant after acceptance of the Final Report by WZPDCL.</li> </ul> |
| GCC 53.3     | The Consultant shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate: Not Applicable.   |
| GCC 75.2 (b) | The place of Arbitration is: Dhaka/ Khulna.   |

*[Handwritten signatures and marks]*

## Section 5. Proposal & Contract Forms

### 5A. Technical Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

- 5A1 Technical Proposal Submission Form
- 5A2 Consultant's Organization and Experience
  - a. Consultant's Organization
  - b. Consultant's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - a. On the Terms of Reference
  - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff

**Form 5A1 Technical Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy].

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 41 & 42 of the ITC, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

**We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 51.1 of the Proposal Data Sheet.**

We also confirm that the Government of Bangladesh has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 4).

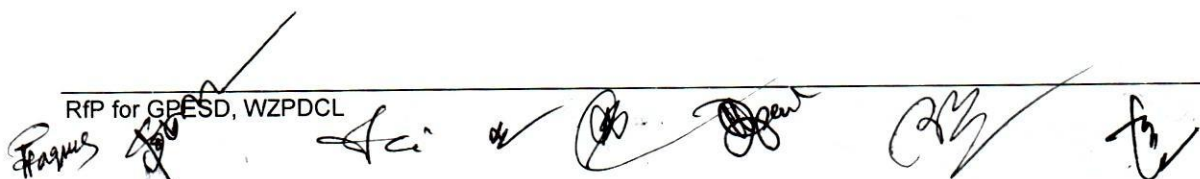
We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

|  |  |
|--|--|
| Authorised Signature<br>[in full and initials] |  |
| Name and title of Signatory                    |  |
| Name of Firm                                   |  |
| Address  |  |

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**Form 5A2 Consultant's Organization and Experience**

**Consultant's Organisation**

[Provide here a brief description (maximum two pages) of the background and organization of the Consultant]

**Consultant's Experience**

**Major Work Undertaken that best Illustrates Qualifications**

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

|   |                                 |  |
|---|---------------------------------|--|
| Assignment name:                                      |                                 | Approx value of the Contract (Tk. Lacs)  |
| Country:<br>Location within country:                  |                                 | Duration of assignment (months):   |
| Name of Client:<br>Address:                           |                                 | Total N° of staff-month of the assignment:   |
| Start date<br>(Month/Year)                            | Completion date<br>(Month/Year) | Approx value of services provided by your firm under the contract<br>(Tk. Lacs):               |
| Name of Joint Venture/Associated Consultants, if any: |                                 | N° of Staff-Months of Key professional staff provided by Joint Venture/Associated Consultants: |

Name of senior professional staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:

Narrative description of Project:

Description of actual services provided by your Staff:

|                       |  |
|-----------------------|--|
| Firm's Name:          |  |
| Authorised Signature: |  |

**Form 5A3      Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

**On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**On Services, facilities and property**

*[Comment here on services, facilities and property to be provided by the Client according to Clause Reference 20.1(c) of the ITC of the Proposal Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

A series of handwritten signatures and initials in black ink, including names like 'Haque' and 'Sci', and various initials and scribbles.



**Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment**

*[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the ToR proposed by you. In case the ToR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

**Form 5A5 Work Schedule**

| N° | Activity <sup>1</sup> | Months <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
|    |                       | 1                   | 2 | 4 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 2  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 5  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| n  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |

<sup>1</sup>Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup>Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

**Form 5A6 Team Composition and Task Assignments**

| <b>i) Professional Staff</b> |                   |                   |                   |               |
|------------------------------|-------------------|-------------------|-------------------|---------------|
| Name of Staff                | Firm/Organisation | Area of Expertise | Position Assigned | Task Assigned |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |
|                              |                   |                   |                   |               |

*[Handwritten signatures and initials]*

**Form 5A7 Staffing Schedule**

| N° | Name of Staff | Staff-month input by month <sup>1</sup> |   |   |   |   |   |   |   |   |    |    |    |              | Total staff-month input <sup>2</sup> |                    |       |  |
|----|---------------|---|---|---|---|---|---|---|---|---|----|----|----|--------------|--------------------------------------|--------------------|-------|--|
|    |               | 1                                       | 2 | 4 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n            | Home                                 | Field <sup>2</sup> | Total |  |
| 1  |               | (home)                                  |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
|    |               | (Field)                                 |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
| 2  |               |   |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
| 3  |               |   |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
|    |               |   |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
|    |               |   |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
| n  |               |   |   |   |   |   |   |   |   |   |    |    |    |              |                                      |                    |       |  |
|    |               |   |   |   |   |   |   |   |   |   |    |    |    | <b>Total</b> |                                      |                    |       |  |

<sup>1</sup>For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).  
<sup>2</sup>Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

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**Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff**

|                     |  |   |                  |          |         |         |                     |               |                  |                  |
|---------------------|--|---|------------------|----------|---------|---------|---------------------|---------------|------------------|------------------|
| 1                   | PROPOSED POSITION FOR THIS PROJECT   | <i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>   |                  |          |         |         |                     |               |                  |                  |
| 2                   | NAME OF STAFF  | <i>[state full name]</i>  |                  |          |         |         |                     |               |                  |                  |
| 3                   | DATE OF BIRTH  |   |                  |          |         |         |                     |               |                  |                  |
| 4                   | NATIONALITY  |   |                  |          |         |         |                     |               |                  |                  |
| 5                   | MEMBERSHIP IN PROFESSIONAL SOCIETIES   | <i>[state rank and name of society and year of attaining that rank].</i>  |                  |          |         |         |                     |               |                  |                  |
| 6                   | EDUCATION:   | <i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>   |                  |          |         |         |                     |               |                  |                  |
| 7                   | OTHER TRAINING   | <i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>   |                  |          |         |         |                     |               |                  |                  |
| 8                   | LANGUAGES & DEGREE OF PROFICIENCY  | <table style="width:100%; border:none;"> <tr> <td style="width:25%;">Language</td> <td style="width:25%;">Speaking</td> <td style="width:25%;">Reading</td> <td style="width:25%;">Writing</td> </tr> <tr> <td><i>e.g. English</i></td> <td><i>Fluent</i></td> <td><i>Excellent</i></td> <td><i>Excellent</i></td> </tr> </table> | Language         | Speaking | Reading | Writing | <i>e.g. English</i> | <i>Fluent</i> | <i>Excellent</i> | <i>Excellent</i> |
| Language            | Speaking   | Reading   | Writing          |          |         |         |                     |               |                  |                  |
| <i>e.g. English</i> | <i>Fluent</i>  | <i>Excellent</i>  | <i>Excellent</i> |          |         |         |                     |               |                  |                  |
| 9                   | COUNTRIES OF WORK EXPERIENCE   |   |                  |          |         |         |                     |               |                  |                  |
| 10                  | EMPLOYMENT RECORD<br><br><i>[starting with position list in reverse order <b>every employment held and state the start and end dates of each employment]</b></i> | <i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i><br><br><i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>                                  |                  |          |         |         |                     |               |                  |                  |
|                     | EMPLOYER 1   | FROM: TO:<br><i>[e.g. January 1999] [e.g. December 2001]</i>  |                  |          |         |         |                     |               |                  |                  |
|                     | EMPLOYER 2   | FROM: TO:   |                  |          |         |         |                     |               |                  |                  |
|                     | EMPLOYER 3   | FROM: TO:   |                  |          |         |         |                     |               |                  |                  |

EMPLOYER 4 (etc)

FROM:

TO:

|    |   |   |
|----|---|---|
| 11 | WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT | [give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4]. |
|----|---|---|

**CERTIFICATION** [Do not amend this Certification].

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the Consultant] continuously for the last twelve (12) months as regular full time staff. Indicate "Yes" or "No" in the boxes below:

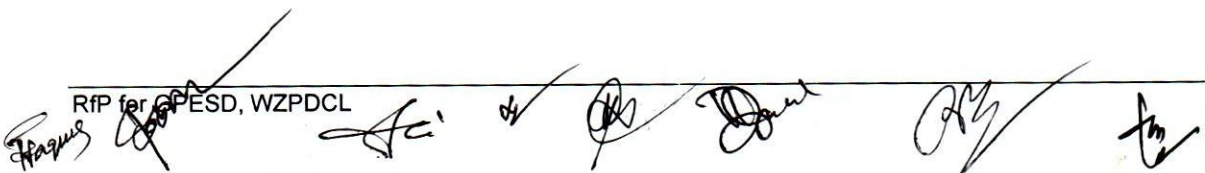
YES

NO

Signature

Date of Signing

Day / Month / Year



**5B. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

*[Forms 5B1 to 5B4 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 21.3 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]*

- 5B1 Financial Proposal Submission Form
- 5B2 Summary of Costs
- 5B3 Breakdown of Staff Remuneration
- 5B4 Breakdown of Reimbursable expenses

*[Handwritten signatures and marks]*

**Form 5B1 Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of local taxes, which we have estimated at [insert amount in words and figures] and which shall be discussed during negotiations and shall be added to the above amount for determining the Contract Price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 26.1 of the Proposal Data Sheet.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

| Name and Address of Agents | Amount | Purpose of commission or gratuity |
|----------------------------|--------|-----------------------------------|
|----------------------------|--------|-----------------------------------|

We also declare that the Government of Bangladesh has not declared us, or any Sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 4).

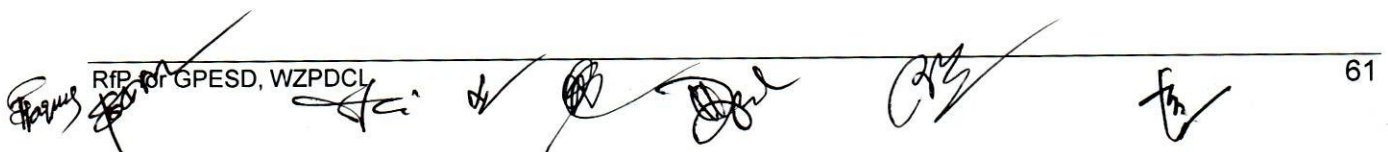
We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

 A horizontal line with several handwritten signatures and stamps below it. From left to right, there are several illegible signatures, a stamp that reads 'RFP of GPESD, WZPDCL', and a final signature on the right.



**Form 5B2 Summary of Costs**

| Cost Component                     | Costs |
|------------------------------------|-------|
| Staff Remuneration <sup>1</sup>    |       |
| Reimbursable Expenses <sup>1</sup> |       |
| VAT (15%)                          |       |
| Total                              |       |

<sup>1</sup>Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3 and 5B4.

### Form 5B3 Breakdown of Staff Remuneration

[ Information to be provided in this form shall be used to establish Payments to the Consultants by the Client]

| Name <sup>1</sup>    | Position <sup>2</sup>             | Staff-month Rate <sup>3</sup> | Input <sup>3</sup><br>(Staff-months) | [Indicate Sub Cost for each staff] <sup>4</sup> |
|----------------------|-----------------------------------|-------------------------------|--------------------------------------|---|
| <b>Key Staff</b>     |                                   |                               |                                      |   |
| 1                    | Power System Expert & Team Leader |                               | 1.00                                 |   |
| 2                    | Substation Expert                 |                               | 1.00                                 |   |
| 3                    | Civil Engineer                    |                               | 0.50                                 |   |
| 4                    | Financial Expert                  |                               | 0.25                                 |   |
| 5                    | Social & Environment Expert       |                               | 0.50                                 |   |
| 6                    | Others (specify, if any)          |                               |                                      |   |
| <b>Support Staff</b> |                                   |                               |                                      |   |
| 7                    | AutoCAD Operator and Draftsman    |                               | 1.00                                 |   |
| 8                    | Computer Operator                 |                               | 1.00                                 |   |
| 9                    | Others (specify, if any)          |                               |                                      |   |
| <b>Total Costs</b>   |                                   |                               |                                      |   |

We hereby confirm that we have agreed to pay to the Staff Members listed, who will be involved in this assignment, the remuneration and away from Head office Allowances (if applicable) as indicated above.

<sup>1</sup>Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

<sup>2</sup>Positions must coincide with the ones indicated in Form 5A7.

<sup>3</sup>Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.

<sup>4</sup>For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

*[Handwritten signatures and initials]*

## Form 5B4 Breakdown of Reimbursable Expenses

[ Information to be provided in this form shall be used to establish Payments to the Consultants by the Client]

| No.                | Description <sup>1</sup>           | Unit      | Unit Cost <sup>2</sup> | Quantity | [Indicate sub cost for each item] <sup>3</sup> |  |  |  |
|--------------------|------------------------------------|-----------|------------------------|----------|--|--|--|--|
| 1                  | Site visit and data collection     | Trip      |                        |          |  |  |  |  |
| 2                  | Communication cost                 | Man-Month |                        |          |  |  |  |  |
| 3                  | Consumables and report preparation | Per Month |                        |          |  |  |  |  |
| 4                  | Others (specify, if any)           |           |                        |          |  |  |  |  |
| <b>Total Costs</b> |                                    |           |                        |          |  |  |  |  |

<sup>1</sup>Delete items that are not applicable or add other items according to Clause 21.3(d) of the Proposal Data Sheet.

<sup>2</sup>Indicate unit cost.

<sup>3</sup>Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

<sup>4</sup>Usually Physical Contingency shall not exceed five percent (5%)



## 5C. Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the *[insert day]* day of the month of *[insert month]*, *[insert year]*, between, on the one hand, *[insert name of client]* (hereinafter called the "Client") and, on the other hand, *[insert name of Consultant]* (hereinafter called the "Consultant").

**[Note:** *If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the "Consultant").]*

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received a credit/ loan/ grant from *[insert name of development partner]* towards the cost of the services under this Contract, it being understood (i) that payments by the development partner will be made only at the request of the Client and upon approval by the development partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client. *[delete this Clause if not applicable].*

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
  - (a) The Form of Contract;
  - (b) The Particular Conditions of Contract (PCC);
  - (c) The General Conditions of Contract (GCC),
  - (d) The Appendices (1 to 7).

**[Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix]*

- Appendix 1: Description of the Services
- Appendix 2: Reporting Requirements
- Appendix 3: Personnel and Sub Consultants
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates
- Appendix 7: Form of Bank Guarantee for Advance Payment
- Appendix 8: Form of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WE, the Parties hereto have caused this Contract to be signed in our respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

\_\_\_\_\_  
*[Authorized Representative]*

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner.]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

## 5D. Appendices

### Appendix 1 Description of the Services

This Appendix will include the final **Terms of Reference** worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, delivery of reports, documents, place of performance for different tasks, specific tasks to be approved by Client, etc.

### Appendix 2 Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

### Appendix 3 Key Personnel and Sub Consultants

List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in 3A.

### Appendix 4 Hours of Work for Key Personnel

*(List here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.)*

For Lump Sum contracts, Consultant's payments are linked with the delivery of certain outputs usually reports and important deliverables. The Client needs to be satisfied with the out put of the Consultant.

Key personnel shall work following the official working hours, holidays etc. of the Client. In case of urgency, consultant may be required to work beyond the official working hours of the Client.

Key personnel shall not be entitled to overtime pay, sick leave pay, vacation leave pay, etc. These are included in the Consultant's remuneration.

### Appendix 5 Duties of the Client

List under:

- 5A Services, facilities and property to be made available to the Consultant by the Client.
- 5B Professional and support counterpart personnel to be made available to the Consultant by the Client.

### Appendix 6 Cost Estimates

List hereunder cost estimates:

- A. Monthly rates for Personnel (Key Personnel and other Personnel)
- B. Reimbursable expenses:
  - 1. Per diem allowances.
  - 2. Travel expenses.
  - 3. Communications.
  - 4. Printing of documents specified in Appendices A and B hereof.
  - 5. Acquisition of specified equipment and materials to be paid for by the Client (including transportation).

6. Cost of programming and use of, and communication between, the computers.
7. Laboratory tests, model tests, and other technical services.
8. Subcontracts.
9. Other transportation costs
10. Office rent, clerical assistance
11. Other items not covered in the foregoing.

*Handwritten signatures and marks:* [Signature 1] [Signature 2] [Signature 3] [Signature 4] [Signature 5] [Signature 6]

## Appendix 7 Bank Guarantee for Advance Payments

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with PCC Clause 52]

Contract No:

Date:

To:

[Name and address of Client]

### ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Consultant] (hereinafter called "the Consultant") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract") for the supply of [description of consulting services] under the Contract.

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 52, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature



## Appendix 8 Bank Guarantee for Performance Security

*[This is the format for the Performance Security to be issued by a schedule Bank of Bangladesh, when applicable, in accordance with ITT Clauses 48 and 49 pursuant to Section 62(2) of PPA 2006 and Rule 27(10) and 125(2) of the Public Procurement Rules, 2008. ]*

Reference No:

Date:

To:

[Name and address of Client]

### Performance Security No:

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has undertaken, pursuant to Contract for *[insert name of the Contract]* (hereinafter called "the Contract") for the provision of service for *[description of consulting service in brief]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance security.

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words and the currency (BDT)]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

*[Signatures of authorized representatives of the Bank]*

Signature

Seal

## Section 6. Terms of Reference

### 6.1 Background of the project:

**West Zone Power Distribution Company Limited (WZPDCL)** is a public limited company, was declared as first power distribution company for south-west distribution zone of BPDB Under Power Sector Reform Policy for unbinding of distribution network. It is the largest Power Distribution Company in terms of command area comprising 21 District's sadar upazila & other 20 upazila of the country. WZPDCL operates the distribution system in the West Zone of Bangladesh with voltage levels of 33 kV, 11 kV and 0.4/0.23 kV. WZPDCL has already successfully achieved the goal of 100% electrification within it's domain. The aim of WZPDCL is to ensure consumer satisfaction through supply of reliable and quality electricity at an affordable price as a role model among power distribution utilities in Bangladesh. Moreover, as the construction and inauguration of the much-awaited PADMA bridge has been completed, commercial as well as industrial activities in the south-western region (under WZPDCL) of the country will take a rapid pace, which will contribute to the load growth and enhancement of electricity demand in the region. Improved Grid connectivity with the distribution network of WZPDCL is a prerequisite for efficient catering of the ever-increasing load demand and at the same time for improving the quality and reliability of the service.

WZPDCL wants to implement a project named "Grid Power Evacuation System Development for WZPDCL". The main purpose of the project is to enhance connectivity of WZPDCL's distribution network with 132/33 KV Grid substations in West Zone area by constructing 33 KV switching stations along with incoming and outgoing lines.

So, WZPDCL intends to hire a consulting firm for Feasibility Study, Complete Planning, Preparation of detailed Drawing, Design, GTP, BOQ, Estimate of necessary requirements, technical assistance (hardware/software), financial analysis and environmental analysis to implement the proposed project in WZPDCL Area.

### 6.2 Objectives of the assignment:

The main purpose is to conduct feasibility study for identifying WZPDCL's requirement to construct 33 KV switching station adjacent to 132/33 KV Grid substations of PGCB, 33 KV Distribution line and propose complete plan, strategies, logistic support with a view to enhance connectivity of WZPDCL's distribution network with Grid substations in West Zone area. The major objectives of the study includes the following:

- a) Feasibility study and engineering analysis of proposed project.
- b) Complete planning along with necessary support system, Design, drawing and estimate for implementation of proposed project considering future scope and environmental impact.
- c) Preparation of detailed report, project implementation methodology and schedule, technical specification for each necessary item, BOQ, financial/economic analysis, social & environmental analysis and overall project cost estimate in prescribed format to implement the project.

### 6.3 Scope of Services:

The scope of work for consultancy services shall generally include detailed Engineering analysis, plan and strategy for improved connectivity of WZPDCL's distribution system Grid substations. The Consultant must ensure the adequacy of completeness of information. Thereafter, the consultant shall carefully assess and survey the works to determine the actual works required. The consulting firm shall carry out the following works at appropriate stage for the implementation of the project:

- I) Complete Survey, feasibility study and engineering analysis

- II) Planning, design, drawing and technical specification
- III) Financial and Environmental Analysis
- IV) Preparation of Detailed Final Report

Detailed scope of services includes the following:

**I. Complete Survey, feasibility study and engineering analysis:**

- i) Physical Survey of 11 nos. existing/proposed 132/33 KV grid substations of PGCB to verify the type of grid substations, the number and capacity of 132/33 KV and 230/33 KV power transformers, 33 KV switchgears in the grid substations etc.
- ii) Survey of WZPDCL's existing distribution system, scope of work from other on-going and upcoming projects to identify and select the tentative locations of the necessary switching stations as well as the incoming and outgoing of 33 KV lines around those switching stations.
- iii) Based on survey & scope of work from WZPDCL and PGCB's on-going and upcoming projects, engineering analysis to determine extent of electrical works required such as possible routes of underground/overhead distribution lines (from Grid substation to switching station), 33 KV Bay, 33 KV high current capacity lines (if any), land acquisition/purchase, civil infrastructure etc. to develop the connectivity of WZPDCL's distribution system with 132/33 KV grid substations.

**II. Planning, design, drawing and technical specification:**

- i) Complete planning with detailed design, drawing, technical specification, network diagram on geographic map (if applicable) for proposed -
  - 33 KV switching station
  - Underground or overhead line using pole/ tower
  - 33 KV Bay (considering spare Bays)Scope of work of other on-going and upcoming projects, necessary protection schemes, standard guideline, limitation and challenges should be considered.
- ii) Detailed design and drawing for switching station/substation automation with central monitoring system as well as SCADA integration.
- iii) Preparation of basic design parameters for construction of switching stations, distribution lines, bay extension and environmental circumstances etc.
- iv) Recommendation with complete design and drawing for required civil infrastructure.
- v) Preparation of project implementation schedule depicting important milestones in Gantt chart.
- vi) Preparation of plans and strategies to mitigate undesirable barriers, challenges and probable adverse conditions.
- vii) Preparation of Detailed final report with necessary drawing & design including technical specification, procurement plan, cost estimation, financial & economic analysis, BOQ & estimate of all necessary materials, priority List, project implementation schedule and methodology in prescribed format based on technical and financial aspects.
- viii) Recommendation if any other scope felt essential by the consultant for successful implementation of proposed project regarding sustainable development of WZPDCL's distribution system complying with the goals, targets, indicators of power division as well as the Government.

**III. Financial and Environmental Analysis :**

- i) Financial & economic analysis (NPV, BCR, IRR etc.), preparation of detailed BOQ (as per WZPDCL's existing rate schedule and approved rates) and cost estimation for the proposed project in prescribed format of DPP.

- ii) Cost-benefit analysis, risk and sensitivity analysis.
- iii) Environmental Impact Assessment & mitigation plan.
- iv) Preparation of IEE report.

**6.4 List of reports, Schedule of deliveries, period of performance:**

During the execution of services, 02 (Two) sets hardcopy and softcopy of following reports shall be delivered to WZPDCL. Other reports may be requested if deemed necessary. Draft final report shall be submitted to WZPDCL for observation and comment. WZPDCL shall provide necessary remarks and comments from observation within 7 (seven) days of receiving Draft Final Report by the consultants. Final report integrating comments and remarks shall be submitted to WZPDCL within the completion period of the assignment. The following Delivery periods are indicative and shall be part of the time schedule.

| Sl. No. | Description  | Delivery   |
|---------|--|--|
| 1       | <b>Inception Report:</b><br>An inception report shall be prepared by the consultant containing (not limited to) proposed survey forms, work plan/methodology, priority list, implementation schedule for carrying out the whole assignment.  | Within 7 days from commencement of consultancy services  |
| 2       | <b>Draft Final Report:</b><br>The consultant shall submit draft final report with finalization of the requirements for whole works in prescribed format.   | Within 20 days from commencement of consultancy services |
| 3       | <b>Final Report:</b><br>After receiving the comments and remarks from WZPDCL on the Draft Final Report, the Consultant shall prepare final report and submit 2 (Two) copies to WZPDCL. Moreover, Any suggestion felt essential by the consultant for successful completion/future scope shall be included in the report. The Contractor shall also hand over all the deliverables (e.g. database, Engineering Analysis software and other related hardware & software packages) in good running condition. | Within 30 days from commencement of consultancy services |

Logistics (computer, printer, UPS, furniture etc.-if any) bought under the reimbursable expense must be returned to WZPDCL before the final bill claim.

**6.5 Key personnel:**

Consulting firm should have experience to perform the consultancy services, experience of similar assignments, experience in similar conditions, firm's capability and availability of appropriate skills among key staff, availability of resources, relevant transactional experience. The firm is expected to engage the following categories of key experts for the assignment:

- a) Power System Expert & Team Leader
- b) Substation Expert
- c) Civil Engineer
- d) Financial Expert
- e) Social & Environment Expert

Educational qualifications and experiences of the professional staff for the assignment should be as follows:

**a) Power System Expert & Team Leader:**

The consultant must have minimum B.Sc. in Electrical & Electronic Engineering and at least 15 years of related experience of consultancy services in power distribution sector with 05 years' experience in design, installation, testing, commissioning of substation, electricity distribution line, road crossing, grid integration, solar mini grid/net metering system. He/she must have capability to plan, lead, organize, monitor & coordinate the team consisting of consultants of different disciplines at least in one similar project. He/she should have a clear understanding of electricity distribution system and database, power distribution system planning with analysis/studies, preparation of GTP & BOQ of material and project cost estimate, DPP Preparation etc. of electrical distribution system.

**b) Substation Expert:**

He/She must have minimum B.Sc. in Electrical & Electronic Engineering with at least 10 years of experience of consultancy services including expertise in power distribution system, solar net metering, design-installation-testing-commissioning of 132/33 KV grid substation, 33/11 KV distribution substation, construction of high voltage, 33 KV, 11 KV, 11/0.4 KV distribution line, road crossing for distribution line, DPP preparation, preparation of technical specification/GTP,BOQ for power distribution system. He/she must have capability to plan, organize, monitor & coordinate all the functions related to feasibility study and planning of electrical distribution system under this proposed project and lead the survey team.

**c) Civil Engineer:**

He/She must have minimum B.Sc. in Civil Engineering with at least 10 years of experience of consultancy services including drawing, design & BOQ of civil infrastructure like substation/control room/cyclone center, river crossing, underground road crossing, land acquisition, soil test, survey, DPP preparation in Bangladesh power sector utility. He/she must have capability to plan, organize, monitor & coordinate all the functions related to feasibility study and planning of electrical distribution system under this proposed project and lead the survey team.

**d) Financial Expert:**

He/She must have Minimum Master's in Economics/Finance/Business Administration or Chartered Accountancy with minimum 05 years of job experience in relevant field like BOQ & cost estimation, financial and economic analysis for DPP preparation and other related matter considering the environmental impact. He/she must have ability to prepare complete documents for financial analysis of DPP, procurement and familiarity with the Bangladesh Power sector.

**e) Social & Environment Expert:**

He/She must have minimum Master's in Environmental Science with 05 years of job experience in relevant field and familiarity with the Bangladesh Power sector.

**6.6 Evaluation Criteria:**

The evaluation of consulting firms will be done according to the criteria mentioned in the EOI and below:

- a) Age of the firm.
- b) Experience of the firm in Bangladesh Power Sector in different utilities.
- c) Experience of the firm in similar assignment.
- d) Qualification and experience of the key professional.
- e) Work methodology and plan.
- f) Financial and managerial capability of the firm.

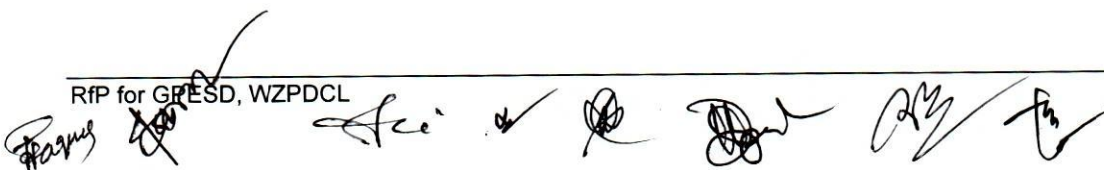
**6.7 Time frame for the study:**

The time frame for the assignment is **1 (One) month i.e 30 days** from the date of contract signing. The consultant will prepare the Draft Final Report and submit to WZPDCL within 20 days from the commencement date of the study. WZPDCL will communicate their feedback to

the consultant and the consultant will then incorporate the feedback from WZPDCL in the Final Report and will submit the Final Report within 30 days from the commencement date.

**6.8 Facilitation by the client:**

WZPDCL shall provide free of charge all existing information and reports as far as available and will assist the consultant in obtaining any other relevant information and material from other institutions or authorities as far as possible. The employer shall furnish previously prepared studies, network data and other base data as far as applicable. However, it is the duty of the consultant to check availability, quality and suitability of this information.

A series of handwritten signatures and initials in black ink, including names like 'Raghu' and 'Sri', and various scribbles and checkmarks.

FORMAT

**LOGO**

[Insert Full Contact Details of the Client]

**Commencement of Services**

Office Memo No:

Date:

To:

[Name of the Consultant]

[Address]

Contract Reference:

Pursuant to GCC Sub Clause 17.1 of the above mentioned Contract Agreement, this is to notify you that the following precedent conditions have been duly fulfilled:

- (i) The Performance Security has been submitted and accepted by the Client *(delete if not appropriate)*;
- (ii) the Contract Agreement has been signed; and
- (iii) the advance payment has been made *(delete if not appropriate)*.

You are therefore requested to:

1. Commence carrying out the Services, in accordance with GCC Sub Clause 19.1, within *(specify date)*;
2. take out the insurance against the risks, and for the coverage as specified in the Contract, in accordance with GCC Sub Clause 33.2, within *(specify date)* and maintain. *(delete if not appropriate)*

Signed

Duly authorized to sign for and on behalf of  
[name of Client]

Date:

RfP for GPSD, WZPDCL

FORMAT  
**CONTRACT AMENDMENT**

|                               |  |
|-------------------------------|--|
| <b>Contract No.</b>           |  |
| <b>Amendment No.</b>          |  |
| <b>Approval Reference No.</b> |  |

Contract No. [insert number/year] by and between the [insert Client's name] and [insert Consultant's legal title] for the contract named [insert name of the Consulting Service] is amended as follows:

1. GCC Clause [insert clause no], is hereby revised as \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. GCC Clause [insert clause no], is hereby revised as \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

and so on .

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

**ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT**

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Client and the Consultant have signed this Amendment.

[Consultant's Authorized Signatory]

[Client's Authorized Signatory]

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



**FORMAT**  
**[Insert Full Contact Details of Issuing Authority]**

---

Office Memo no: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPLETION CERTIFICATE**

|    |   |   |  |
|----|---|---|--|
| 01 | Client Details                              |   |  |
|    | (a) Division                                | : |  |
|    | (b) Circle/Directorate                      | : |  |
|    | (c) Zone/Region                             | : |  |
|    | (d) Others ( <i>specify</i> )               | : |  |
| 02 | Name of Assignment                          | : |  |
| 03 | Contract No                                 | : |  |
| 04 | Consultant's Legal Title                    | : |  |
| 05 | Consultant's Contact Details                | : |  |
| 06 | Consultant's Registration Details           | : |  |
| 07 | Reference to LOI to sign Contract with Date | : |  |
| 08 | Original Contract Price                     | : |  |
| 09 | Final Contract Price as Performed           | : |  |
| 10 | Original Contract Period                    |   |  |
|    | (a) Date of Commencement                    | : |  |
|    | (b) Date of Completion                      | : |  |
| 11 | Actual Implementation Period                |   |  |
|    | (a) Date of Actual Commencement             | : |  |
|    | (b) Date of Actual Completion               | : |  |
| 12 | Days/Months Contract Period Extended        | : |  |
| 13 | Special Note ( <i>if any</i> )              | : |  |

Certified that the Services under the Contract have been performed and completed in all respects in strict compliance with the "**Description of Services**" including all modifications thereof as per satisfaction of the Client.

**Name and Signature of the Issuing Authority with Designation**

*please turn over*

---

RfP for GPESD, WZPDCL

## Details of Services Performed

| <b>Consultant:</b> [insert legal title] |                                |                                       |
|---|--------------------------------|---------------------------------------|
| No                                      | Major Components of Assignment | Total Value<br>(in Contract Currency) |
|   |                                |                                       |
|   |                                |                                       |

### Joint Venture

[delete, if not appropriate]

| <b>Leading Partner:</b> [insert legal title] |  |                                 |
|--|--|---------------------------------|
| No   | Components/Activities<br>[reference drawn to JV Agreement] | Value<br>(in Contract Currency) |
|  |  |                                 |
|  |  |                                 |

| <b>Co-partner:</b> [insert legal title] |  |                                 |
|---|--|---------------------------------|
| No                                      | Components/Activities<br>[reference drawn to JV Agreement] | Value<br>(in Contract Currency) |
|   |  |                                 |
|   |  |                                 |

| <b>Co-partner:</b> [insert legal title] |  |                                 |
|---|--|---------------------------------|
| No                                      | Components/Activities<br>[reference drawn to JV Agreement] | Value<br>(in Contract Currency) |
|   |  |                                 |
|   |  |                                 |

Note: Figures shown must correspond to Total Value

### Sub-Consultant

[delete, if not appropriate]

| <b>Sub-Consultant:</b> [insert legal title]<br>[delete, if not appropriate] |  |                                 |
|---|--|---------------------------------|
| No  | Components/Activities<br>[reference drawn to Sub-Consultant Information] | Value<br>(in Contract Currency) |
|   |  |                                 |
|   |  |                                 |
|   |  |                                 |
|   |  |                                 |

\_\_\_\_\_  
**Name and Signature of the Issuing Authority with Designation**