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REQUEST FOR PROPOSAL

FOR

Selection of Resettlement Assistance Consultant/Non-Government Organization for Land acquisition, Land Development and Protection for Patuakhali 1320 MW Super Thermal power plant project of APSCCL.

Proposal Invitation No: APSCCL/Pro-02/2018/

Date 19/07/2018

Manager (Procurement)

Ashuganj Power Station Company Ltd.



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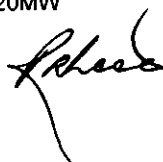
Section 1. Instructions to Consultants

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 In pursuance of this requirement, 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.

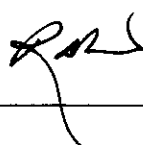
4.6 The Consultant shall be aware of the provisions on fraud and corruption stated in GCC Clause 4 and GCC Sub-Clause 16.3.

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

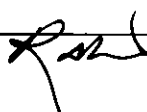
11. RFP Document

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

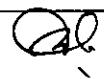
- 12.1 A Consultant requiring any clarification of the RFP Document shall contact the Client in writing at the Client's address indicated in the PDS before **two-third** of the time allowed for preparation and submission of Proposal elapses.
- 12.2 The Client is not obliged to answer any clarification 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.
- 14.2 The Addendum issued under ITC Sub Clause 14.1 shall become an integral part of the RFP Document and shall be communicated in writing to all the short-listed Consultants, to enable the Consultants to take appropriate action.
- 14.3 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.
- 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, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
- 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 the permission of the Client, which must be obtained prior to the deadline for submission of a Proposal.

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 covering the following subjects: technical approach and methodology, work plan, and

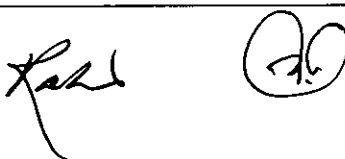
organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 5A5) and should be in the form of a bar chart showing the timing proposed for each activity.

- (e) 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.
- (f) 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.
- (g) Form 5A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment.
- (i) 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.

Two handwritten signatures are present at the bottom of the page. The signature on the left is written in cursive and appears to be 'K. K. K.'. The signature on the right is also in cursive and appears to be 'A. A. A.'.

- 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 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Client.
- 26.2 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.

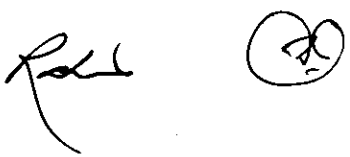
D. Proposal Submission

**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 it's 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.

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 Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.
- 34.4 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
- 34.5 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 37.2, not securing the precise minimum as specified in the PDS, shall be considered non-responsive.

