



ASHUGANJ POWER STATION COMPANY LIMITED

(An enterprise of Bangladesh Power Development Board)

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**Standard Request for Application
For Selection of Environmental Consultant for
Ashuganj 400 MW CCPP (East) Project**

(Lump Sum Time Based)

Invitation No: APSCL/PD/Project-400MW (East)/GL-10/2018/202

Date: 13.01.2018

Issued on Mr. -----
-----.

**Project Director (Chief Engineer)
Ashuganj 400MW CCPP (East) Project
Ashuganj Power Station Company Ltd.
Ashuganj, Brahmanbaria. Bangladesh.**

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Section 1. Information to the Applicants

A. General

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|------------------------------------|---|
| 1. Scope of assignment | 1.1 The Client has been allocated fund For Selection of External Environmental Consultant for Ashuganj 400 MW East Project and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2. |
| 2. Qualifications of the Applicant | 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.

2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture. |

[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]

- | | |
|------------------------|--|
| 3. Eligible Applicants | 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions

3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008

3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc. must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications

3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.

3.5 The Applicant has the legal capacity to enter into the Contract

3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.

3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.

3.8 The Applicant shall not have conflict of interest pursuant to the |
|------------------------|--|



Clause 5

4. Corrupt,
Fraudulent,
Collusive or
Coercive
Practices

- 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

5. Conflict of
Interest

- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant 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. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative [Remuneration cost not exceed BDT. 67,20,000.00 (Excluding VAT)]** (In Word: Sixty Seven lac Twenty thousand only) and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [As mentioned Application advertisement] up to [As mentioned Application advertisement] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.



C. Evaluation of Applications

8. Evaluation of applications

8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.

8.2 The points to be given under each of the evaluation Criteria are:

Criteria	Points
<ul style="list-style-type: none">Educational Qualification (Bachelor degree 10 Points; Master degree 5 points and PhD 5 points)	20 points
<ul style="list-style-type: none">Relevant Working Experience and its adequacy for the assignment (Power plant project experience will be preferred)	60 points
<ul style="list-style-type: none">Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	10 points
Total points:	90 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points [**not less than 65**] shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants

8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with ten (10) points.

8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.

8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.

8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)

8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.



- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.
9. Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

10. Award of Contract
- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
11. Debriefing
- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
12. Commencement of Services
- 12.1 The applicant is expected to commence the assignment on May 2018 at the location Ashuganj, Brahmanbaria. The duration of the contract shall be 36 months from the date of commencement.



Section 2. Terms of Reference

Terms of Reference (ToR) For Environmental Consultant

1. Summary:

Under Tranche 3 of the Bangladesh Power System Expansion and Efficiency Improvement Investment Program, the Ashuganj Power Station Company Limited (APSCL) will construct 400 MW combined cycle gas turbine (CCGT) base load power plant (Power Plant) within the APSCL complex. The Power Plant will be constructed at the place of the existing 146MW Power Plant (56MW Gas Turbine (GT-1), 56MW Gas Turbine (GT-2) and 34MW Steam Turbine (ST)). In this regard, GT-1, GT-2 and ST unit will be decommissioned and demolished first. APSCL intends to procure the Power Plant on a turnkey basis, with the contractor to be responsible for the demolition, disposal and site Preparation and design, supply, delivery, erection, testing, and commissioning of the plants.

An Environmental Consultant in this process will be hired as an independent monitor to verify information produced through the project monitoring and to facilitate the carrying out of any verification activities for assisting APSCL in assuring that all project activities comply with the requirements of loan covenants, GoB environmental regulations, Environmental Management Plan (EMP, and Environmental Impact Assessment (EIA) available in APSCL [http://apscl.com/download/Ashuganj%20400%20MW%20Combined%20Cycle%20Power%20Plant\(East\)_EIA_May-2016.combined.pdf](http://apscl.com/download/Ashuganj%20400%20MW%20Combined%20Cycle%20Power%20Plant(East)_EIA_May-2016.combined.pdf)

& ADB's website: <https://www.adb.org/projects/documents/ban-ashuganj-400mw-ccpp-east-may-2016-eia>

The Environmental Consultant will report to the Project Director, APSCL on project compliance with environmental commitments in the EMP, loan covenants, EIA, and other applicable standards. He / She will also update the environmental management and monitoring plan (EMP) detailing environmental mitigation measures to address any unanticipated impacts and recommend appropriate environmental mitigation measures. The scope of this consultancy will cover both decommissioning of the existing plant and implementation of new plant.

2. Qualifications:

The Environmental consultant should have a Bachelor and Master's degree in Environmental Science or Environmental Engineering or Bachelor in Civil Engineering and Masters in Environmental Science. The applicant must have at least 7 (seven) years' experience in environmental safeguards and management, with GoB /ADB /WB or other donor funded projects, particularly in preparing EIA, including EMP for "Red" category (category "A") projects. Besides this, the consultant should have experience in environmental monitoring, data collection and environmental analysis. However, experience in the energy and power sector for environmental safeguards and management will be given preference.



3. Time duration:

The consultants will be engaged for minimum 3 years and extend if required.

4. Deliverables:

The consultant should verify the following reports submitted by the EPC Contractor time to time but not limited to this only:

- Monthly monitoring and compile report
- Quarterly monitoring report
- Semi-annual report
- Annual report

5. Terms of Reference (TOR):

It is expected that the Environmental Consultant will ensure environmental safeguards for decommissioning of the existing plant and construction of the new plant. The role of the Environmental Consultant in this process shall include but not limited to the following:

5.1. Roles and Responsibility of External Environmental Consultant:

- ❖ Verification for Preparation and implementation of the Construction and Worker Camp Management Plan by the Contactor
- ❖ Ensure that all construction personnel and subcontractors are informed of the intent of the EMP and are made aware of the required measures for environmental compliance and performance.
- ❖ Report to APSCL on project compliance with environmental commitments in the EMP, loan covenants EIA, and other applicable standards.
- ❖ Update the environmental management and monitoring plan (EMP) detailing environmental mitigation measures to address any unanticipated impacts and recommend appropriate environmental mitigation measure, if there is any change in the design or location of the interventions.
- ❖ Supervision of the implementation of EMP.
- ❖ Environmental Consultant will supervise and assist APSCL to comply with the requirements of EMP and EIA, loan covenants, GoB regulations.
- ❖ Verify data provided in the monitoring report prepared by the contractor.
- ❖ Consolidate the monthly and quarterly progress reports and prepare the semi-annual environmental monitoring report for ADB.

Table 1 - Monitoring Plan during construction phase of the project (Visual)

Issue	Key aspects	Monitoring Frequency	Executed by	Responsibility of External Consultant
Traffic volume	Incoming & outgoing traffic, traffic movement records as well as visual inspection to see	Monthly	Executed by EPC Contactor &	Verification

	whether proper traffic sign is placed and flag-men for traffic management are engaged.		monitored by Project Implementation Consultant	
Site Security	Proper fencing, isolation of site from general access, marked passage for workers and visitors	"	"	Verification
Personal Protective Equipment (PPE)	Ensure every single person involved in the construction activity wear proper PPE	"	"	Verification
Incident record & reporting	Documented record of all incident, accident, near misses etc. and its remedial process.	"	"	Verification
Solid waste	Quantity of solid waste, segregation and disposal process	"	"	Verification
Oily waste generation & disposal system	Quantity of oily waste, storage and disposal process	Monthly	"	Verification
Worker's health	Monitoring process of worker's health	"	"	Verification
Complaint from neighbours	Any significant complaint from neighbours and its remedial procedure	"	"	Verification
Safety orientation & training of workers	Frequency of training & orientation of workers for safety	"	"	Verification
Sanitation & drinking water facility to workers	Availability of safe drinking water and sanitation to the workers	"	"	Verification
Site Drainage	Maintaining proper drainage	"	"	Verification
Air quality (dust, smoke)	Construction sites: visual inspection to ensure standard equipment is in use and dust suppression measure (e.g. spraying of water) is in place.	"	"	Verification
	Material storage sites: visual inspection to ensure proper maintenance i.e. covering , dust suppression	"	"	Verification

Noise	Construction sites: physical inspection to ensure standard equipment is in use and dust suppression measure (e.g. spraying of water) is in place.	„	„	Verification
	Construction sites: Visual inspection to ensure earplugs/ earmuffs is in use by the construction workers.	„	„	Verification

Table-2: Monitoring Plan during construction phase of the project (Analytical):

Issue	Parameters	Monitoring Frequency	Executed by	Responsibility of External Consultant
Ambient air Quality	PM ₁₀ , PM _{2.5} , SPM _{1mm} , Sox, Nox, CO, CO ₂ .	Monthly	Executed by EPC Contactor & monitored by Project Implementation Consultant	Verification
River water	Water temp., DO, BOD ₅ , COD, Oil and Grease and heavy metals (Cr, Cd, Pb)	Monthly	„	Verification
Biodiversity	Aquatic plants and fish at the intake points	Monthly	„	Verification
Groundwater	Groundwater level, pH, TDS, Ammonia, Nitrate, Phosphate, As, Fe, Mn and Total Coliforms, Faecal coliform, faecal streptococci, vibrio cholera	Monthly	„	Verification
Soil quality	Cr, Cd, Pb and Oil and Grease	Once in 12 months	„	Verification
Noise level	Noise at different locations	Monthly	„	Verification
Drinking water	pH, Ammonia, Nitrate, Phosphate, As, Fe, Mn and Total Coliforms, Faecal coliform, faecal	Monthly	„	Verification

	streptococci, vibrio cholera			
Stack Emissions	Nox, CO, CO2.	Continuously	„	Verification
Sludge /Chemical Wastage (From ETP)	PH, BOD, Oil & Grease, Temperature and another applicable parameter as per ADB/IDB/DoE of Bangladesh guideline.	Before releasing following treatment	„	Verification
Used lube oil	Proper storage	Monthly	„	Verification
Construction material	Separation and proper disposal	Monthly	„	Verification
Hazardous materials	Identify hazardous materials at the decommissioning stage and take proper action for disposal (including incineration)	Monthly	„	Verification

The total services will need to be delivered over a contract period of 36 months, but may be extended on mutual agreement basis within the contract price.



Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

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Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

I am hereby submitting my Application to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for Application dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 5.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 4.

I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1.

I understand that you are not bound to accept any Application that you may receive.

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:



Form 3B. Curriculum Vitae (CV) of the Applicant

1	PROPOSED POSITION FOR THIS PROJECT	:	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>			
2	NAME OF PERSON	:	<i>[state full name]</i>			
3	DATE OF BIRTH	:	<i>[dd/mm/yy]</i>			
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 Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</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	:	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
			<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE	:				
10	EMPLOYMENT RECORD	:	<i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i> <i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>			
	<i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i>					
	EMPLOYER 1		FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>		
	EMPLOYER 2		FROM:	TO:		
	EMPLOYER 3		FROM:	TO:		
	EMPLOYER 4 (etc)		FROM:	TO:		



- | | | |
|----|---|--|
| 11 | WORK UNDERTAKEN THAT
BEST ILLUSTRATES THE
CAPABILITY TO HANDLE
THIS ASSIGNMENT | : <i>[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].</i> |
| 12 | COMPUTER SKILL | : |

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 CV 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.

Signature

Print name

Date of Signing

dd / mm / yyyy



Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1. Finally after negotiation Remuneration will be part of time based lump-sum amount not exceed 67, 20,000.00 (Sixty Seven lac, Twenty thousand only) excluding VAT as per agreed deliverable in the contract.**

Name of the Work Package	Task to be performed:	No. of Report	Rate of Report (TK.)	Total (TK.) (Lump-sum)
1.Monthly monitoring and compile report	Verify Monthly monitoring and compile report submitted by the EPC Contractor	36		
2.Quarterly monitoring report	Verify Quarterly monitoring report submitted by the EPC Contractor	12		
3.Semi-annual report	Verify Semi-annual report submitted by the EPC Contractor	6		
4.Annual report	Verify Annual report submitted by the EPC Contractor	4		
Total cost (including IT 12%, site visit, travel cost, Per diem allowance, reproduction of reports, other costs etc.)				
VAT (15%)				
Total				

N.B: The Consultant shall visit the site once in a week except holidays

Signature

Print name

Address:

Tel:

Section 4. Contract Forms

The ***Contract Agreement***, which once completed and signed by the Client and the Consultant, clearly defines the Client's and Consultants' respective responsibilities.

4.1 Contract Agreement (Lump-Sum Time Based)

THIS CONTRACT ("the Contract") is entered into this day of [dd/mm/yy], by and between [insert name of Client] ("the Procuring Entity") having its office at [insert address of Client], and [insert name of Consultant] ("the Consultant") having his/her address at [insert address of Consultant].

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

- | | |
|---|--|
| 1. Services | 1.1 The Consultant shall perform the Services specified in Annex A (<i>Description of Services</i>), which are made an integral part of the Contract. |
| 2. Duration | 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing. |
| 3. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>3.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.</p> <p>3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the Sub-Clause 3.5</p> <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.</p> <p>3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:</p> <ul style="list-style-type: none">(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds. |



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

"corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;

"fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

"collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or

"coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations.

- | | | | |
|----|------------------------------|-----|--|
| 4. | Applicable 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 language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. | Modification of Contract | 6.1 | The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. | Ownership of Material | 7.1 | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. |
| | | 7.2 | The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. | Relation between the Parties | 8.1 | Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant. |
| 9. | Contractual Ethics | 9.1 | No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution. |

Payments to the Consultant

- | | |
|--------------------------------------|--|
| 10. Ceiling Amount or Contract Price | 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk. [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant. |
| | 10.2 The composition of the Remuneration including all cost which make up the ceiling amount or contract price are detailed in Annex B |
| 11. Lump-Sum Payment | 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs [Remuneration cost not exceed BDT. 67,20,000.00 (Excluding VAT) (In Word: Sixty Seven lac Twenty thousand only) required to carry out the services described in Annex A |
| 12. Payment Conditions | 12.1 Currency: Payments shall be made in Bangladesh Taka. |
| | 12.2 Payments: Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in Annex C |
| | 12.3 The Consultant shall submit an Invoice at the periods specified in Annex C after fulfilling the reporting obligations (deliverable) and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice. |
| | 12.4 Final Payment: The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client. |

Obligations of the Consultant

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| 13. Medical Arrangements | 13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services. |
| 14. Performance Standard | 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |

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| 15. Contract Administration | <p>15.1 Client's Representative: The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> <p>15.2 Reports: During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in Annex C, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.</p> |
| 16. Confidentiality | <p>16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.</p> |
| 17. Consultant's Liabilities | <p>17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.</p> <p>17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.</p> |
| 18. Consultant not to be Engaged in Certain Activities | <p>18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.</p> |

Obligations of the Client

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| 19. Services, Facilities and Property | <p>19.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.</p> |
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Termination and Settlement of Disputes

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| 20. Termination | <p>20.1 By the Client</p> <p>The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.</p> <p>20.2 By the Consultant</p> <p>The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.</p> |
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21. Dispute
Resolution

21.1 **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.

21.2 **Arbitration**

If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first above written.

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

The following documents forming the integral part of this contract shall be interpreted in the following order of priority:

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



ANNEX A: Description of the Services

[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided , (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).

[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.

- 1. The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
- 2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*

(a) Address of the Client:
Project Director (Chief Engineer)
Ashuganj 400 MW CCPP (East) Project
Ashuganj Power Station Company Ltd.
Ashuganj, Brahmanbaria.
Phone: 0852874690
Fax: +88-08528-74014, 74044
Email: pd400east@apscl.com

- 3. Logistics and facilities to be provided to the Consultant by the Client are listed below:*

- Office space with furniture including file cabinet and electric connection;*
- Any other facilities agreed by both Client & the Consultant.*
- Accommodation will be provided by the employer.*



ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of the Work Package	Task to be performed:	No. of Report	Rate of Report (TK.)	Total (TK.) (Lump-sum)
1.Monthly monitoring and compile report	Verify Monthly monitoring and compile report submitted by the EPC Contractor	36		
2.Quarterly monitoring report	Verify Quarterly monitoring report submitted by the EPC Contractor	12		
3.Semi-annual report	Verify Semi-annual report submitted by the EPC Contractor	6		
4.Annual report	Verify Annual report submitted by the EPC Contractor	4		
Total cost (including IT 12%, site visit, travel cost, Per diem allowance, reproduction of reports, other costs etc.)				
VAT (15%)				
Total				

N.B: The Consultant shall visit the site once in a week except holidays.

Signature

Print name

Address:

Tel:



ANNEX C: Consultant's reporting Obligations & Payment Schedule

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Monthly monitoring and compile report			90% of the each output value
2	Quarterly monitoring report			90% of the each output value
3	Semi-annual report			90% of the each output value
4	Annual report			90% of the each output value
N.B: The rest 10% of all items will be provided after completion of the project.				

Signature

Print name

Address:

Tel:

