

REQUEST FOR EXPRESSION OF INTEREST (REoI)
[Contract No. **STGEP/PGCB/CS-ESM/2021**]

Gudeline

1. The Power Grid Company of Bangladesh (PGCB) Ltd. is inviting local Individual Consultants to submit their CV and Financial Proposals for the following services:
Consultancy services for external monitoring for resettlement plan implementation under Southwest Transmission Grid Expansion Project.
2. Only local Individual Consultants are eligible for this assignment provided that they do not fall in any of the following situations:
 - a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of Bangladesh;*
 - b) They have been convicted of offences concerning their professional conduct by a judgment for which no appeal is possible;*
 - c) They are being currently subject to an administrative penalty.*
3. The maximum budget for this contract is BDT 19.58 Lacs (Inclusive of VAT and AIT). Proposals exceeding this budget will not be accepted.
4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REoI in English language and be accompanied by copies of all the indicated supporting documents.
5. Your proposal clearly marked “**Consultancy services for external monitoring for resettlement plan implementation**” should be addressed and submitted to:

Project Director,
Southwest Transmission Grid Expansion Project,
Head Office (Power Grid Company of Bangladesh Limited), Avenue-03,
Jahurul Islam City, Aftabnagar, Badda, Dhaka-1212, Bangladesh.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 is:
18th April, 2021, 15:00 hours (Bangladesh Standard Time).

7. Proposals submitted by Fax or E-mail **are not** acceptable.
8. Your CV will be evaluated against the following criteria.

Criteria	Maximum points allocated
Qualifications and Competence of Consultant	
(i) General qualifications	30
(ii) Adequacy for the project	60
(iii) Experience of working in multilateral organization (Such as ADB, WB, JICA, KfW etc.) funded Project	10
Total	100

9. Your proposal should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:
 - i. PRICES: The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and “must” exclude any of the following taxes as per NBR rule in Bangladesh.
 - = value added tax and
 - = Advance income taxes (AIT)
 - ii. EVALUATION AND AWARD OF THE CONTRACT: Expressions of Interest determined to be formal and technical compliant to the requirement will be evaluated by comparison of their prices. An Expression of Interest is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2, 3, 4, 5, 6 and 7 above), has received minimum 70 points at the technical evaluation, and the financial proposal does not exceed the maximum available budget for the contract. The consultant obtaining highest technical score and submitted administrative and technical compliant Expression of Interest shall be invited for negotiation. The award will be made to the applicant upon successful negotiation with the consultant.
 - iii. VALIDITY OF THE EXPRESSION OF INTEREST: Your Expression of Interest should be valid for a period of 45 days from the date of the deadline for the submission indicated in Paragraph 6 above.
 - iv. The assignment is expected to commence within one (1) weeks from the signature of the contract.

10. Additional request for information and clarifications can be requested, no later than 3 working days prior to deadline indicated in the paragraph 5 above, from:

Procuring entity:
Project Director,
Southwest Transmission Grid Expansion Project,
Power Grid Company of Bangladesh Limited(PGCB)

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

ANNEX 3: **Standard Contract for Individual Consultants**

ANNEX 1: Terms of Reference

Project	Southwest Transmission Grid Expansion Project				
Expertise	External social monitoring expert				
Source	National				
Background of this Assignment					
1. The power sector in Bangladesh is characterized by recurring shortages of electricity generating capacity in the face of ever-rising demand in a growing economy. In fiscal year (FY) 2015, per capita electricity consumption was 310 kilowatt-hours. This figure was lower than most other countries in South Asia, indicating that power sector infrastructure facilities require significant capacity additions. Further, the national electricity access in FY2017 masks a stark urban–rural disparity, with access to electricity at over 90% in urban areas and only 40% in rural areas. 2. Inadequate transmission lines and substation transformer capacities in southern and western regions are the main contributors to transmission bottlenecks. In tandem with increased power generation capacity, investments in the transmission network are required to address transmission bottlenecks for the evacuation of bulk power from power stations to major load centers such as Greater Dhaka, Chittagong, and the southwest economic corridor. At the same time, construction of new transmission lines has become more challenging because of the high population density and limited rights-of-way (ROWs). The proposed Southwest Transmission Grid Expansion Project builds upon ADB’s strong and sustained work in the power sector of Bangladesh and embraces ADB’s sector knowledge and synergistic approach in developing all energy subsectors.					
Item	Location	Size	No of tower (Tentative)	Contract sign	Effective Date
Design, Supply, Installation, Testing & Commissioning of Barisal(N)-Gopalganj(N)-Faridpur 230kV Double Circuit Transmission Line on Turnkey Basis.	Barisal, Madaripur, GopalGanj, Faridpur	126 km	378	22-05-19	22-10-19
Design, Supply, Installation, Testing & Commissioning of Bogura-Rahanpur 400 kV Double Circuit, and Associated 230kV &	Bagura, Natore, Rajshahi, Chapainababganj	400 kV-104 km, 230 kV-11km, 132	368, 33, 86	20-11-19	10-02-20

Design, Supply, Installation, Testing and Commissioning of 230 KV Indoor GIS Substation with 132 kV AIS at Faridpur and GIS Bay Extension of existing 230/132 kV Barisal (North) AIS Substation on turnkey basis	Faridpur, Barisal			08-05-19	12-11-19
Design, Supply, Installation, Testing and Commissioning of 400 kV outdoor GIS Substation at Bogura (west) & Rahanpur and Upgradation/Extension of Gopalganj and Chapainawabganj (old) Substation on turnkey basis.	Bogura, Gopalganj, Chapainawabganj, Rahanpur				

The project management unit (PMU) of PGCB with two PDs will be responsible for supervising, monitoring, auditing, and reporting to ADB on the implementation of the EMPS on a semi-annual basis during construction and an annual basis during operation. The EMPS have been prepared to describe the anticipated impacts, monitoring requirements, and mitigation measures during the whole project. The EMPS and relevant mitigation measures will be incorporated in contract documents for the engineering, procurement, and construction (EPC) contractor(s). EPC contractor(s) are required to comply with the EMPS during pre-construction and construction stage. As the project is resettlement category A, PGCB will engage an implementing NGO for implementation of the RP and an external monitor. The implementing NGO will provide support to PMU and undertake capacity building activities deemed necessary. The implementation of the resettlement plan will be monitored by PGCB and supervised by the external monitoring expert. The monitoring reports will be submitted to ADB semi-annually and disclosed in ADB website PMU will also be responsible for overall project planning and implementation, including

Objective and Purpose of the Assignment

An independent local expert (external expert) will be engaged to carry out external monitoring and to verify monitoring information for the project the external expert will be responsible for reviewing resettlement monitoring reports and providing guidance in accordance with land acquisition related resettlement plan (RP). loan agreements, project administration manuals (PAM) and ADB's Safeguard Policy Statement (2009).

Scope of Work

1.

The external expert will be responsible for periodic monitoring of the progress and status of land acquisition related RP implementation with regard to achieving objectives of the ADB's Safeguard Policy on Involuntary Resettlement. Independent evaluation will be done twice during the project implementation period.

Detailed Tasks and/or Expected Outputs:

The activities of this position include, but are not limited to the following.

1. Review the progress and status of Resettlement Plan (RP) implementation and internal monitoring reports. identify of the key issues that need to be addressed.
2. Review compensation and entitlement policy compliance, adequacy of organizational mechanism for implementing the RP; and provisions for adequate budgetary support for Implementing the RIP.
3. Assess whether resettlement objectives, particularly vulnerable group assistance and restoration of livelihoods and living standard of the affected persons have been fulfilled.
4. Assess resettlement efficiency. its effectiveness, impact and sustainability in relation to policy and practices and to suggest any connective measures.
5. Appraise the accounting documents used in recording the payments of compensation to affected people by PGCB.
6. Involve in grievance redress mechanism and support settling complaints and grievances. Guide PGCB grievance log and documentation.
7. To provide inputs into the RP and assist RP update, if necessary.
8. The external monitoring should make necessary field visit and activities such, as conducting formal and informal surveys/interviews/public consultations /focus group discussions and in-depth case studies to assess impact of resettlement.
9. Verify of information to be provided through internal monitoring reports.

Minimum Qualification Requirements:

The specialist should have social development relevant studies and experience or other related disciplines and with at least 8-10 years of related work experience in resettlement. The specialist should have an expert on resettlement and social issues especially in reparation of resettlement and social monitoring reports.

Minimum General Experience: 10 years

Minimum Specific Experience: 8 years (relevant to assignment)

Regional County Experience: Required

Deliverables	Estimated Submission Date	Type
External Resettlement Monitoring Report	5 reports for 3-year implementation period or up to the Project Completion period. A. 1 st Report as per ToR shall be submitted within one month after signing the Contract (Effective date). B. Rest 4 report shall be submitted on semi-annual basis.	Report shall be acceptable to Procuring Entity and ADB.
Final Evaluation Report	after completing land acquisition & resettlement work	Report shall be acceptable to Procuring Entity and ADB.
Places of Assignment:	Days Estimated Dates	
Home Office	176	2 months/year and for 4 years from the loan effective date. Early termination is possible if the land acquisition and compensation for both substations and transmission lines are completed.
TOTAL DAYS	176 (intermittent)	Max. Working Days/Week: 5 for Home office, 6 for Field.

ANNEX 2: Expression of Interest Forms

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A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

Consultancy for external social monitoring for Southwest Transmission Grid Expansion Project

Contract No. **STGEP/PGCB/CS-ESM/2021**

[Location, Date]

To:
Project Director,
Southwest Transmission Grid Expansion Project,
Head Office (Power Grid Company of Bangladesh Limited), Avenue-03,
Jahurul Islam City, Aftabnagar, Badda, Dhaka-1212, Bangladesh.

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Expression of Interests number [insert the number], dated [insert date] and my Financial Proposal for the sum of [Insert amount(s) in words and figures¹¹]. This amount inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and does not include any of the following taxes applicable as per current NBR rules of Bangladesh: value added tax and advance income taxes.

I hereby declare that all the information and statements made in CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the PPA-2006 and PPR-2008 Procurement Policy applicable to this Request For Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

- a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of Bangladesh;*
- b) They have been convicted of offences concerning their professional conduct by a judgment for which no appeal is possible;*
- c) They are being currently subject to an administrative penalty.*

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the Client's request, I will provide certified copies of documents to prove that I do not follow in any of the situation described above.

I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

¹¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. In case of any discrepancy figures of this cover letter will prevail

My proposal is binding upon me for the period indicated in the Paragraph 9(iii) of the Request for Expression of Interest.

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration the contract as specified in the Terms of Reference.

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE (Strictly Maximum 7 Pages)
[insert the full name]

1. **Family name:** *[insert the name]*
2. **First names:** *[insert the names in full]*
3. **Date of birth:** *[insert the date]*
4. **Nationality:** *Bangladeshi*
5. **Civil status:** *[insert: married/ divorced/single/ widower]*
6. **Address:** **Address:***[insert the physical address]*
Phone :*[insert the phone and mobile no.]*
E-mail: *[insert the email]*
7. **Education:**

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the degree(s) or diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the degree(s) or diploma and the specialty/major]</i>

8. **Language skills:** (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

9. **Membership of professional bodies:** *[indicate the name of the professional body]*
10. **Other skills:** *[insert the skills]*
11. **Present position:** *[insert the name]*
12. **Years of experience:** *[insert the no]*
13. **Key qualifications:** (Relevant to the assignment)
[insert the key qualifications]

14. Professional experience:

Date from – Date to	Location of the assignment	Company& reference person (name & contact details)	Position	Description
[indicate the month and the year]	[indicate the location]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Consulting Services: Funding Agency: Beneficiary of the Consulting Services: Brief description of the Services: Responsibilities:
[indicate the month and the year]	[indicate the location]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Consulting Services: Funding Agency: Beneficiary of the Consulting Services: Brief description of the Services: Responsibilities:
[indicate the month and the year]	[indicate the location]	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	[indicate the exact name and title and if it was a short term or a long term position]	Name of the Consulting Services: Funding Agency: Beneficiary of the Consulting Services: Brief description of the Services: Responsibilities:
.....				

15. **Other relevant information:** (e.g. Publications if any)

[insert the details]

16. Statement:

I, the undersigned, certify that 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.

I hereby declare that at any point in time, at the PGCB's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above², documents which are attached to this CV as photocopies.

By signing this statement, I also authorized the PGCB to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

ATTACHMENTS: 1) *Proof of qualifications indicated at point 8*
 2) *Proof of working experience indicated at point 14*

² *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Contract signed with them.*

C. FINANCIAL PROPOSAL
[insert name and reference number]

No	Description ³	Unit ⁴	No. of Units	Unit Cost (in BDT)	Total (in BDT)
Remuneration		Day			
Reimbursable expenses, out of which		<i>Total</i>			
1	Per diem allowances	Day			
2	Miscellaneous travel expenses ⁵	Trip			
3	Drafting, reproduction of reports	Lump sum			
4	Office rent	Per month			
5	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

N.B. This Price breakdown is for estimation only. Payment will make on milestone basis as indicated in the payment terms of Contract.

Signature *[In full and initials]*: _____

Name and Title of Signatory:

Note: The consultant financial proposal shall exclude all AIT and VAT in the Client's country. During negotiation the local AIT and VAT will be finalized and be added to the final contract. The client will deduct the AIT and VAT at source during each payment.

³ Delete items that are not applicable or add other items as the case may be.

⁴ Indicate unit cost.

⁵ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANT

[Lump Sum Contract]

STANDARD TERMS OF CONTRACT (Individual Consultant)

Contract Name *[insert the name]*
Contract Number *[insert the number]*

THIS Contract (“Contract”) is made on *[day]* day of the month of *[month]*, *[year]*, between, **on the one hand,**

[name of Procuring Entity] (hereinafter called the “Procuring Entity”) with the registered business in *[insert the name address, phone, fax and email of the procurement entity]*

and, on the other hand,

[insert the full name of the individual] (hereinafter called the “Individual Consultant”), with the residence in *[insert the Individual Consultant’ address, phone, fax, email]*, citizen of *[insert the Individual Consultant’s citizenship]* owner of the ID/Passport Number *[insert the number]* issued on *[insert the date]* by *[insert the name of the issuance authority]*,

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

For the purpose of this contract the following definitions shall be used:

- 1.1 **Procuring Entity** means the legally entity, namely *[insert the name]* who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the project *[insert the name]* and reflected as such in the Annex 2 of this contract.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest *[insert the number]* for the project *[insert the name]*.
- 1.5 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt the Services to be performed include all obligations referred to in this Contract (as defined above).

2. The Services

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall in the performance of the Services exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

3. Payment

3.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.

3.2 Payment shall be made to the Individual Consultant in BDT unless otherwise provided by this contract and where applicable VAT/Tax shall be payable on such sums at the applicable rate of NBR. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by Project Director, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex II to this Contract. Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

4. Status of the Individual Consultant

4.1 For the duration of the Contract the Individual Consultant will have a status similar to the Procuring Entity's employees with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.

4.2 The Individual Consultant shall be responsible for paying any tax and social security contributions in its country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.

5. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to Procuring Entity which shall include any steps to comply with the standards operated by Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of Procuring Entity shall afford such access to its information, records and other materials during normal office working hours as Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

6. Compliance with this contract

Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. Procuring Entity may also request the provision of reasonable documentary evidence to support this. As stated in article 3.3 of this Contract, Procuring Entity may delay or withhold payments in the event of non-compliance.

7. Assignment and Subcontracting

7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party the Individual Consultant shall

inform the Procuring Entity the Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

- 7.2 When the Project Director agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third party performance of duties or Services assigned to third party, and neither for ensuring conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

In the event of a breach of any Terms of the Contract the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

9. Liability of the Individual Consultant

- 9.1 Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given by the Individual Consultant in connection with the provision of the Services.
- 9.2 In view of the reliance by Procuring Entity set out in 9.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or by the Individual Consultant's willful misconduct; and
 - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

10. Copyright

- 10.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services the Individual Consultant shall grant a free and irrevocable licence to Procuring Entity and its assigns for the use of the same in that connection.
- 10.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

11. Non Disclosure & Confidentiality

- 11.1 The Individual Consultant will treat as confidential all information and results obtained in discharging the Services under this Contract and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior agreement in writing of the Project Director.
- 11.2 If the Individual Consultant violates clause 12.1, then it will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

12. Suspension or Termination

- 12.1 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part the Individual Consultant's appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 13.4 below.
- 12.2 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.
- 12.3 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if she/he gives a 30 days prior written notice to the Project Director.
- 12.4 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 14.3 of this clause then the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

13. No Waiver

No forbearance shown or granted to the Individual Consultant unless in writing by an authorised officer of Procuring Entity shall in any way affect or prejudice the rights of Procuring Entity or be taken as a waiver of any of these Terms.

14. Variations

Any variation to these terms or the provisions of the Annexes shall be subject to written Addendum and be signed by duly authorised signatories on behalf of the Individual Consultant and Procuring Entity respectively.

15. Jurisdiction

This contract shall be governed by and shall be construed in accordance with the laws of the Bangladesh and any claim or matter arising under this contract shall be settled in accordance with the provisions of the Arbitration Act 2001(Act No. 1 of 2001) of Bangladesh.

The following Annexes are integral part of this Contract:

Appendix 1: Terms of Reference

Appendix 2: Payment Schedule and Requirements

Signed today ***[insert the date]*** in four (4) originals in English language by:

Signed by, for and on behalf of
Power Grid Company of Bangladesh Ltd.

Signed by the Individual Consultant

.....
(Mr. XXXX XXXXX.)

.....
(Md. Alamgir Hossain)
Project Director

in the presence of

STGE Project
Power Grid Company of Bangladesh Ltd.
in the presence of

.....
XX XXX

.....
(Md. Humayun Kabir Abbasi)
Superintending Engineer, Contract
Power Grid Company of Bangladesh
Ltd.

Appendix 1: Terms of Reference

Appendix 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed a ceiling of BDT 19.58 Lacs (Inclusive of VAT and AIT), which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant's fees and profits as well as any tax obligation that may be imposed on the Individual Consultant in its country of residence and reimbursables.
2. The breakdown of prices is: *[fill in the table as per the Individual Consultant' Financial Proposal presented in the Expression of Interest]*

No	Description ⁶	Unit	No. of Units	Unit Cost ⁷ (in BDT)	Total (in BDT)
Remuneration		Day			
Reimbursable expenses, out of which		<i>Total</i>			
1	Per diem allowances	Day			
2	Miscellaneous travel expenses ⁸	Trip			
3	Drafting, reproduction of reports	Lump sum			
4	Office rent	Per month			
5	Others ⁹	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

⁶ Delete items that are not applicable or add other items as the case may be.

⁷ Indicate route of each flight, and if the trip is one- or two-ways.

⁸ Provide clear description of what is their exact nature

⁹ Insert other items, if required

3. The payment shall be made in accordance with the following schedule under this lump sum Contract:

- i. 6 (Six) consecutive equal installments payable upon acceptance of each report and presentation of a corresponding invoice
- ii. 1st installment will be payable upon submission as well as acceptance of inception report of the consultant
- iii. From 2nd installment, the invoices will have to be accompanied by the respective half yearly (semi-annual) reports (starting from July 2021) and the acceptance thereof by the Procuring entity (PE)
- iv. 5th and 6th installment shall be paid upon the Procuring Entity's receipt of a copy of the Final Evaluation Report. On The Processes, acceptable to the Procuring Entity as well as upon submission of an invoice.

4. **Payment Conditions:** Payment shall be made in BDT and not later than 30 days following submission by the Individual Consultant of original invoice, in duplicate, accompanied by the requested supporting documents, to the Procuring Entity. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices or through Account payee Cheque. The client will deduct the AIT and VAT at source during each payment.

