

যশোর পল্লী বিদ্যুৎ সমিতি-১
তপসীডাঙ্গা, যশোর
pbs1.jessore.gov.bd

স্মারক নং- ২৭.১২.৪১৪৭.৫১০.০০১.০৩৮.২৩. ২০৭০

তারিখ

২৮ বৈশাখ' ১৪৩০ বঙ্গাব্দ।
১১ মে' ২০২৩ খ্রিঃ।

বিষয়ঃ- যশোর পবিস-১ এর সদর দপ্তরে দক্ষিণ পার্শ্বে ১০০x৩০ ফুট আয়তন বিশিষ্ট একটি দ্বিতল অফিস ভবন নির্মাণের লক্ষ্যে সিভিল কনসালটেন্ট নিয়োগের দরপত্র বিজ্ঞপ্তি (LTM)।

যশোর পবিস-১ এর সদর দপ্তরে দক্ষিণ পার্শ্বে ১০০x৩০ ফুট আয়তন বিশিষ্ট একটি দ্বিতল অফিস ভবন নির্মাণের লক্ষ্যে অন্যান্য পূর্ত কাজ এর ডিজাইন, ড্রইং প্রস্তুত করণ, প্রাক্কলণ ব্যয় নির্ধারন, টেন্ডার ডকুমেন্ট তৈরী ও নির্মাণ কাজ চলাকালীন তদারকী করার লক্ষ্যে সীমিত দরপত্র পদ্ধতিতে (LTM) বাপবিবোর্ডের বিদ্যমান তালিকাভুক্ত পূর্ত উপদেষ্টা প্রতিষ্ঠানের নিকট হতে নিম্নবর্ণিত শর্ত সাপেক্ষে “নির্ধারিত সিডিউল” এ সীল মোহরকৃত খামে পূর্ত উপদেষ্টা নিয়োগের দরপত্র আহবান করা যাচ্ছে।


শর্তাবলীঃ-

০১. আগ্রহী দরদাতাগণ অফিস চলাকালীন সময়ে উল্লেখিত ঠিকানা হতে অতিরিক্ত তথ্য সংগ্রহ করতে পারবেন এবং দরপত্র বিজ্ঞপ্তি অত্র পবিস এর ওয়েব সাইট www.pbs1.jessore.gov.bd এ দেখতে পারবেন।
০২. **দরপত্র (LTM) জমা দেয়ার তারিখ ও সর্বশেষ সময়ঃ** আগামী ২৫/০৫/২০২৩ খ্রিঃ তারিখ রোজ বৃহস্পতিবার দুপুর ১১.০০ ঘটিকা পর্যন্ত।
০৩. **দরপত্র (LTM) জমা দেয়ার স্থানঃ** (ক) পরিচালক, পবিস মনিটরিং ও ব্যঃ পঃ (পশ্চিমাঞ্চল) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, সদর দপ্তর ভবন (১০ম তলা), খিলক্ষেত, ঢাকা অথবা (খ) যশোর পল্লী বিদ্যুৎ সমিতি-১ এর সদর দপ্তর, তপসীডাঙ্গা, যশোর।
০৪. **দরপত্র (LTM) খোলার তারিখ, সময় ও স্থানঃ** আগামী ২৫/০৫/২০২৩ খ্রিঃ তারিখ রোজ বৃহস্পতিবার বেলা ১১.০৫ ঘটিকার সময় পরিচালক, পবিস মনিটরিং ব্যঃ ও পঃ (পশ্চিমাঞ্চল) পরিদপ্তর, ১০ম তলা, বাপবিবো, ঢাকা ও যশোর পবিস-১, তপসীডাঙ্গা, যশোর-এ উপস্থিত দরদাতাগণের সামনে (যদি কেহ উপস্থিত থাকেন) খোলা হবে।
০৫. দরপত্র খামের উপর “যশোর পবিস-১ এর সদর দপ্তরে দক্ষিণ পার্শ্বে ১০০x৩০ ফুট আয়তন বিশিষ্ট একটি দ্বিতল অফিস ভবন নির্মাণের জন্য পূর্ত উপদেষ্টা নিয়োগের দরপত্র” কথাটি স্পষ্টাক্ষরে উল্লেখ করতে হবে।
০৬. প্রতিষ্ঠানের নিজস্ব লেটার হেড প্যাডে সীল মোহর ও স্বাক্ষর সংযুক্ত করে সীল গালা ব্যবহার গূর্বক দর দাখিল করতে হবে।
০৭. দরপত্রের উদ্ধৃত একক দর এবং মোট দর স্পষ্টাক্ষরে লিখতে হবে। দরপত্রে কোন প্রকার বাটামাটি/ওভার রাইটিং ও ফ্লুইড গ্রহণযোগ্য হবে না।
০৮. অসম্পন্ন দরপত্র বাতিল বলে গণ্য হবে।
০৯. ডাক/কুরিয়ার যোগে কোন দরপত্র গ্রহন করা হবে না।
১০. দরপত্র দাখিলের পূর্বে প্রয়োজনে পূর্ত কাজের স্থান ও পরিধি অফিস চলাকালীন সময়ে সরাসরি পরিদর্শন করা যাবে।

অপর পাতা



২য় পাতা

১১. দরপত্র দাখিলের সময় দরপত্রের সহিত হালনাগাদ বৈধ তালিকাভুক্তি, ট্রেড লাইসেন্স, ভ্যাট রেজিস্ট্রেশন, ব্যাংক সলভেন্সী ও আয়কর প্রত্যয়ন পত্রের সত্যায়িত অনুলিপি অবশ্যই দাখিল করতে হবে।
১২. দরপত্রে একক দর ও মোট উদ্ধৃত্ত দরের মধ্যে কোন গাণিতিক ভুল থাকলে সর্বক্ষেত্রে একক দর গ্রহণযোগ্য দর হিসাবে বিবেচিত হবে।
১৩. কার্যাদেশ প্রাপ্তির ০৭ (সাত) দিনের মধ্যে ৩০০ টাকার নন জুডিশিয়াল স্ট্যাম্পে চুক্তি সম্পাদন করতে হবে।
১৪. কার্যাদেশ প্রাপ্ত প্রতিষ্ঠানকে সন্তোষজনক ভাবে কার্য সম্পাদনের পর বিল দাখিল সাপেক্ষে যশোর পবিস-১ এর একাউন্টস পেয়ী চেকের মাধ্যমে বিল পরিশোধ করা হবে। তবে নিরাপত্তা জামানত হিসেবে ১০% অর্থ দাখিলকৃত বিল হতে কর্তন করে রাখা হবে, যা কার্য সমাপ্ত হওয়ার ০১ (এক) বছর পর কাজের ত্রুটি পরিলক্ষিত না হলে ফেরৎ প্রদান করা হবে।
১৫. দাখিলকৃত বিল হতে সরকারী নিয়মানুযায়ী ভ্যাট ও আয়কর কর্তন করা হবে।
১৬. যশোর পবিস-১ এর কর্তৃপক্ষ কর্তৃক কোন কারণ দর্শানো ব্যতিরেকে যে কোন দরপত্র গ্রহণ অথবা বাতিল করার সম্পূর্ণ ক্ষমতা সংরক্ষন করে।
১৭. শর্ত বহির্ভূত কোন সমস্যার উদ্ভব হলে সেক্ষেত্রে পবিস কর্তৃপক্ষের সিদ্ধান্তই চূড়ান্ত বলে গন্য হবে।


(আবু বকর শিবলী) ১৯/৫/২৬
জেনারেল ম্যানেজার

অনুলিপিঃ সদয় অবগতির জন্য (নোটিশ বোর্ডের মাধ্যমে প্রচারের ব্যবস্থা গ্রহণের অনুরোধসহ)

- ০১। পরিচালক, পবিস মনিটরিং ও ব্যঃ পঃ (পঃ অঃ) পরিদপ্তর, বাপবিবোর্ড, ঢাকা।
- ০২। তত্ত্বাবধায়ক প্রকৌশলী, যশোর জোন, বাপবিবোর্ড, যশোর।
- ০৩। সিনিয়র সিস্টেম এনালিস্ট, আইসিটি পরিদপ্তর, বাপবিবোর্ড, ঢাকা। (বাপবিবোর্ডের ওয়েব সাইটে প্রকাশের অনুরোধসহ)।
- ০৪। জেলা প্রশাসক, যশোর।
- ০৫। পুলিশ সুপার, যশোর।
- ০৬। সিনিয়র জেনারেল ম্যানেজার/জেনারেল ম্যানেজার পবিস ১/২/৩/৪।
- ০৭। নির্বাহী প্রকৌশলী, বাপবিবোর্ড, যশোর।
- ০৮। নির্বাহী প্রকৌশলী, এলজিইডি, যশোর।
- ০৯। উপজেলা নির্বাহী অফিসার, যশোর সদর/ শার্শা/ ঝিকরগাছা/ চৌগাছা/ বাঘারপাড়া উপজেলা, যশোর।
- ১০। ডিজিএম, কারিগরী/শার্শা/ঝিকরগাছা/বাঘারপাড়া/চৌগাছা জোনাল অফিস, যশোর পবিস -১।
- ১১। এজিএম, বাগ-আঁচড়া/বাঁকড়া/বুপদিয়া/খাজুরা/পুড়াপাড়া/বেনাপোল সাব-জোনাল অফিস, যশোর পবিস-১।
- ১২। এজিএম (অর্থ- হিসাব), যশোর পবিস -১।
- ১৩। এজিএম (আইটি), যশোর পবিস-১ (যশোর পবিস-১ এর ওয়েব সাইটে প্রকাশের নির্দেশনাসহ)।
- ১৪। মেসার্স
- ১৫। নোটিশ বোর্ড, যশোর পবিস -১।
- ১৬। অফিস কপি/মাস্টার কপি।


জেনারেল ম্যানেজার ১৯/৫/২৬




JASHORE PALLI BIDDYUT SAMITY-1
TAPSHIDANGA, PULERHAT, JASHORE



REQUEST FOR PROPOSAL (RFP)

FOR
THE SELECTION OF CIVIL CONSULTANT

FOR

ENGINEERING SUPERVISION & DESIGN FOR HORIZONTAL
EXTENSION OF OFFICE BUILDING
AT

JASHORE PALLI BIDDYUT SAMITY-1 HEAD QUARTER COMPLEX

Proposal Package No: 01/2022-2023



Terms of Reference (TOR)

GENERAL

The Civil Construction Consultant shall render diligently and completely all-engineering services herein described.

1.1 Description of PBS:

The Jashore Palli Bidyut Samity-1 service area consists of Jashore Sadar, Jhikorgasa, Sharsa, Chougasa & Bagherpara Upazila. The objective of the PBS is to provide electric power and energy to each village located within its geographical /service area for irrigation pumping, food processing, cottage industries and other small or big industries, commercial centers, health and social services and family dwellings. This objective is to be achieved through the Area Coverage Rural Electrification (ACRE) concept by constructing, operating and maintaining lines up to 33 KV. extending lines from existing distribution system. Providing electric power and energy to its consumer-members at the lowest cost possible consistent with sound economy and good management is a prime prerequisite of the PBS. Jashore PBS HQ has a huge number of employees and they don't. have sufficient accommodation and healthy environment. In such a situation, horizontal extension of building of the headquarters campus is very important. It is necessary to appoint a civil construction consultant to carry out the described works in a standard manner.

1.2 SCHEDULE OF WORKS TO BE DONE BY THE CONSULTANT IN JASHORE PBS-1.

Schedule of works for the civil consultancy services at Jashore PBS-1			
SL.No.	Description of works/services	Unit	Qty
1	Site investigation service covering topological and contour survey and mapping including earth estimates.	Per site complex	1
2	Preparation of site layout plan in consultation with the employer	Per site	1
3	Sub-soil investigation in laboratory test and all works complete in all respect and submission of test report(minimum depth of boring=15m)	Per site	1
	a)For mobilization		
	b)For each boring within site for complex	Per boring	6
4	Preparation of detail architectural and structural design and drawing(without foundation) in/c Electrical, sanitary, plumbing, water supply design, septic tank, soak well, out-side drain, overhead water tank etc all work complete. 8(eight) sets of drawing are to be submitted in each case	Each building	1
5	Preparation of estimates, bill of quantities(BOQ),tender documents etc all works complete.		
	a)Estimates & Bill of quantities=5(five) sets	per work order	1
	b)Tender documents=15(fifteen) sets	per work order	1
6	a)Supply of additional copies of drawing, design as per requirement of the authority	Per Sqm	20
	b)Additional copies of tender document	per copy	20
7	supervision:		
	a) Site supervision is to be carried out by deploying full time supervisor at site as per requirement of the authority.	Per month	15
	i)for graduate engineer(civil) having 3 years' experience		
	ii) diploma engineer(civil) having 5 years' experience	Per month	15
	iii)for diploma engineer(electrical)having 5 years' experience	Per visit	10
	b) Top supervision by qualified civil engineer (graduate) having 8 (eight) years' experience or diploma in civil having 10(ten) years' experience. will monitor and supervise the work at site during construction work.	Per visit	15
8	Preparation and supply of as built drawing by consultant(6sets)	Per building or work order	6
	Total=		



Name of Tenderer's:

Schedule of works for the civil consultancy services at Jashore PBS-1					
SL. No.	Description of works/services	Unit	Qty	Quoted unit rate	Amount
1	Site investigation service covering topological and contour survey and mapping including earth estimates.	Per site complex	1		
2	Preparation of site layout plan in consultation with the employer	Per site	1		
3	Sub-soil investigation in laboratory test and all works complete in all respect and submission of test report(minimum depth of boring=15m) a)For mobilization	Per site	1		
	b)For each boring within site for complex	Per boring	6		
4	Preparation of detail architectural and structural design and drawing(without foundation) in/c Electrical, sanitary, plumbing, water supply design, septic tank, soak well, out-side drain, overhead water tank etc all work complete. 8(eight) sets of drawing are to be submitted in each case	Each building	1		
5	Preparation of estimates, bill of quantities(BOQ),tender documents etc all works complete.				
	a)Estimates & Bill of quantities=5(five) sets	per work order	1		
	b)Tender documents=15(fifteen) sets	per work order	1		
6	a)Supply of additional copies of drawing, design as per requirement of the authority	Per Sqm	20		
	b)Additional copies of tender document	per copy	20		
7	supervision:				
	a) Site supervision is to be carried out by deploying full time supervisor at site as per requirement of the authority. i)for graduate engineer(civil) having 3 years' experience	Per month	15		
	(ii) diploma engineer(civil) having 5 years experience	Per month	15		
	iii)for diploma engineer(electrical)having 5 years' experience	Per visit	10		
	b) Top supervision by qualified civil engineer (graduate) having 8 (eight)years' experience or diploma in civil having 10(ten) years' experience. will monitor and supervise the work at site during construction work.	Per visit	15		
8	Preparation and supply of as built drawing by consultant(6sets)	Per building or work order	6		
	Total=				

Total Quoted Price Tk.

In Ward:

Signature of Tenderer's With Date



DEED OF AGREEMENT FOR THE CONSULTANCY SERVICES FOR THE CONSTRUCTION OF VARIOUS TYPE OF CIVIL WORK'S AT JASHORE PBS-1

For consultancy services for planning, design & supervision for construction of different types of civil works at Jashore Palli Bidyut Samity-1.

This agreement is made on theday of the month of,20....., between on the one hand Jashore Palli Biddut Samity-1.....(which expression includes its successors, legal representatives and permitted assigns) hereinafter called the "Client" and on the other hand.....

Hereinafter called the "Consultant" which expression includes its successors, legal representatives and permitted assigns.

"WHEREAS, the client requires consultancy services in connection with the planning, detailing, design, supervision for construction and finishing work of different types of civil works as more fully described in the schedule of work at Jashore Palli Bidyut Samity-1 Campus or any place within its geographical area;

AND WHEREAS, the 'consultant' has offered to undertake and perform all such services by furnishing professional skills, experienced and qualified personal to provide overall supervision of the work, to the satisfaction of the client;

AND WHEREAS, the client has accepted the said offer of the consultant;

NOW, in consideration of the mutual covenants herein outlined, it is hereby agreed/declared between the parties as follows;

1. GENERAL INTENTS:

It is the intents to this Agreement that;

- a) The consultant in accordance with general policy approved by the client (subject to final approval from REB) shall organize and execute the afore-mentioned detail and related engineering consultancy and supervision work in order to complete and finish the works to the satisfaction of the client.
- b) The consultant shall adopt the best engineering practices and shall organize all professional skills, care, diligence in performance of the services to be rendered under this agreement.
- c) The client shall provide all such assistance as it is with in power or to completion of the work and
- d) The consultant shall use its best efforts to use local indigenous materials and stores in as far as possible without taking the foreign exchange and delaying the schedule required by the client.

2. DESCRIPTION OF PROJECT:

- a) The present project consists of detailed planning, design and supervision work for construction on any type of following Works such as horizontal extension of office building as per feasibility report subject to prior physical checking of existing foundation, soil condition at site etc.



- b) Generally, design and drawing of any one of the above works shall be prepared by the consultant for the PBS as per request and requirement of the client. The same may be repeated in other PBS's. The consultant shall provide all necessary professional services in connection with detailed architectural engineering and full-time supervision of the project as set forth below in article 3 and more fully described in article 4 titled "Scope of works" attached here to which is an integral part of contract.
- c) The client intends to Constructed above works subject to foundation design and fulfillment of other conditions. The client will take up such construction work of anyone of the a fore said works or part gradually after having approval of from REB and fund available. The consultant shall visit the site and other constructed Pally Bidyut Samities (PBSs) at their own cost to take a brief idea regarding the civil construction works to be taken up. Consultant may also collect any other necessary data/information from any authorized office of REB/PBS.
- d) The location for construction of such civil work of the PBS will be generally at PBS H/Q. But it may also be in any place within the geographical area or included area of the PBS in future.

3. SUMMARY OF SCOPE SERVICES:

The consultant shall provide the following services: -

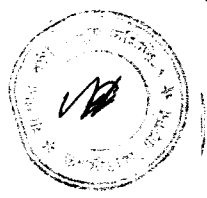
- a) Inspect the site, check the existing foundation design, prepare and submit the feasibility report especially stating construction on any type of following Works such as horizontal extension of office building etc. are to be done including physical survey and sub soil investigations.
- b) Prepare and submit architectural design and drawing master plan etc.
- c) Detail structural, Mechanical and electrical engineering designs, drawings, specifications, cost estimates analyses and tender documents.
- d) Advise and assist in evaluation of tender documents and award of contract on request by the client.
- e) Provide full time supervision of construction works which shall commence from the date of commencement of work as set forth in the work order issued to the contractor and shall continue up to the complain of construction work. The client may or may not engage full time supervision personnel from consultant. It is fully at the discretion of the client.
- f) The consultant Site Engineer/Sr Engineer/Supervision Engineer will check the contractors bill non-tendered item, related estimate and recommend the same for approval.
- g) Other related works assigned by the client/REB.

4. SCOPE OF WORKS: -

4.1 INVESTIGATION AND DESIGN: -

i)Site survey: -

- a. The consultant shall conduct detailed topographic survey of the site including contour survey (if necessary) at 3 to 10 feet interval depend on the nature of land and submit reports including earth filling estimates.
- b. The consultant by Sr. Engineers with supporting technical personal and tools shall study and investigate the foundation design, depth, width of following Works such as horizontal extension of office building (100×30 feet) etc. or adopting any economic and suitable design and submit the feasibility report accordingly.



ii) Sub-soil investigation: -

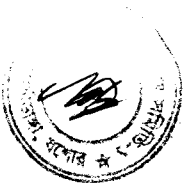
- a. The consultant shall visit the site and surroundings and advise the owner about the sub-soil exploration of the site in connection with design of the foundation. Consultant will conduct soil test boring, collect the samples and accomplish the laboratory test. The exploratory boring is to be carried out by the consultant at their own cost as per approved method. Total number of borings will be done as per requirement of field.

iii) Preliminary design: -

- a) The consultant shall prepare preliminary design and drawings of following Works such as horizontal extension of office building (100×30 feet) Post to a scale not less than 1:6 or any suitable scale showing plans, elevation and section as required and as per feasibility report.
- b) The submission shall include: -
- Architects brief incorporating all preliminary plans and design.
 - Preliminary cost estimate on current unit cost basis.
 - Preliminary drawings.

iv) Final Design: -

- a) First the consultant shall submit the preliminary design and on approval of preliminary design, prepare the final architectural drawing all essential dimensions and features on the following scales or any suitable scale as per requirement of field for execution of works.
- | | |
|-----------------------|-----------------------|
| - Site plan | -1"=16feet |
| - Floor plan | -1"=8 feet |
| - Section & Elevation | - at suitable scales. |
| - Details | - 1"=4feet |
- b) **Final Submission shall include:** -
- Specification covering all architectural and engineering items of works, drawing including site works/site development works.
 - Schedule of works, documents and all other documents necessary for tendering of the works.
- v) Cost estimates based in final plans and specifications and cost analysis of each item of works based on prevailing PWD/REB price and a comparative statement between latest REB/PWD rate schedule and present market price.
- vi) 3(three) sets of print of copies of all detail drawings and documents in respect of architectural and engineering works (including all civil, structural, electrical, plumbing, water supply and mechanical work) for review and approval. After approval by technical committee of the client/REB, one copy will be retained with respective General Manager of the PBS on behalf of the client, second copy will be given to XEN (SOD) and other copy will be returned to the consultant.



- vii) Required sets of approved drawing and documents For record and work purposes are to be submitted by the consultant after final approval of same to the client as per contract.
- viii) Consultant will make their copies as per their requirement at their own cost.
- ix) Any additional copies of drawing or documents will be supplied if required 2 (two) sets of as built drawings and documents will be supplied by the consultant to the PBS for the record purpose.
- x) Tender schedule and drawing shall be prepared individually for each work or in a group on the basis of site condition and as per request of the client. All drawings, specifications, rates of schedule and other related papers shall be on Metric system/British system.

4.2 FULL TIME SUPERVISION OF CONSTRUCTION

The consultant shall provide full time supervision of the work. The works will be supervised and certified by the technical personnel who shall be employed on full time basis at the site under the control and supervision of the consultant's head office and concerned officer/Engineer of the client/REB. The consultant's site Engineer shall recommend the specification and quality of construction materials for approval of the Engineer in charge and he will ensure the quality of works. The Senior Architect/Engineer of the consultant shall visit the site of each PBS during the construction work as per contract with the consultant and shall be available for consultant as and when required. Payment for such visit at site will be made on the basis of no. of visits he performed as per contract. Field Engineer will get 12 (twelve) days leave in addition to Govt. holidays in a year.

5 TECHNICAL PERSONNEL FOR THE PROJECT

- a) For full time supervision at site, the consultant shall always provide well qualified, skilled supervision Engineers as per contract. Qualification of supervision Engg will be graduate in civil Engg with 3 (three) years' experience or Diploma in civil Engg. with 5 (five) years' experience. One Diploma in Electrical Engg. with 5 (five) years' experience will visit the site as and when required and payment for such visit will be made as per accepted rate. Bio-data of supervision-cum-site engineer will be approved by superintending engineer of the concerned zone of BREB with the recommendation of respective Sr.GM/ GM.
- b) For top supervision, The consultant shall provide well qualified, Skilled Senior Engineer as per contract. Qualification of Senior Engineer will be having minimum 8 (eight) years of experience in Civil Engg.
- c) If the client (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultant shall at the client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the client.
- d) If for any reason beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement a person of equivalent qualifications.



6. TRAINING OF THE CONSULTANTS ENGINEERS:-

The client BREB/PBS may undertake short training program provided all costs are borne by the consultant.

7. MODE OF PAYMENT:-

- a) No advance payment will be made to the consultant but Running bill may be paid to the consultant as per their request and submission of such bill subject to satisfactory completion of such works as stated in the bills to expedite their works. But all such interim bills are not final & will be adjusted with the final bills and an amount of equivalent to 10% (ten percent) on each bill be deducted as "Security" and retained with PBS. The total amount such deducted shall be refunded after expiry of the maintenance period of the last contractor/each work.

8. TIME SCHEDULE:-

On appointment of consultant, the consultant will accomplish all the works as per article 3 and as per following time schedule. Total period of completion of work is 60(Sixty) days for the following works as stated.

a)	ITEM OF WORK	TOTAL TIME
	1. Physical checking, site inspection, foundation checking, sub-soil investigation and report submission to REB/PBS.	20 days
	2. Preparation and submission of preliminary architectural plan an design, preparation of final drawing, design & cost estimates.	15 days
	3. On approval of final architectural plan and design, preparation of working drawings for structural, plumbing, sanitary, electrification, site development and other external utilities etc.	15 days
	4. On receipt of final approval, preparation and submission of tender documents.	10 days

- b) Supervision work shall have to be made from the 1st. day of physical education of work started by contractor and to be continued until the valid time period of contact is finished.

9. COMMENCEMENT, COMPLETION, EXTENTION AND MADICATION OF CONTRACT

- a) Effectiveness of contract:

This contract shall come into force and effect on the date of its signing (the effective date) by two parties.

- b) Commencement of Service:

The consultant shall begin its services not later than 7(seven) days after the effective date or on such later date as the parties may mutually agree in writing.



c) **EXTENTION OF TIME FOR COMPLETION OF THE WORKS:-**

The deed of agreement will remain valid for the period as needed for design, supervision and completion of work from the date of execution of contract and it will be automatically treated as "cancelled" as soon as the work/close out is completed by the civil contractor and no work is left or needed as per schedule/contract of the consultant. If the work is delayed for reasons beyond the control of the consultant or any other valid reasons, the client may grant extension of time on receipt of a formal application from the consultant keeping all the terms and conditions of contract in force subject to the final approval of REB and satisfactory performance of the consultant in their works.

d) **Modification:-**

Modification of the terms and conditions of the contract including any modification of the scope of services, may only be made by written agreement between the parties and shall not be effective until and final consent of REB has been obtained. However each party shall give due consideration to any proposal for modification made by other party.

10. TERMINATOR OF AGREEMENT:

This agreement can be terminated by giving 1(one) month notice in advance by in advance by either party without assigning any reason whatsoever. Such notice shall be served by Registered post with A/D The consultant on termination of agreement shall be paid in proportion to the works he has performed up to the date of such termination notice.

11. TAXES,DUTIES,VAT TO BE PAID BY CONSULTANT:

The consultant and their personnel shall may all taxes, duties, fees, vat and other impositions levied under applicable laws of Bangladesh.

12. CORRESPONDENCE AND REPORT:

In addition to the client, any officer of Bangladesh Rural Electrification Board (BREB) is authorized to make official correspondence relating to execution of work, examine, review of any design, drawing or any other technical matters of the work/projects, check the quality of work and their decision will be also a binding upon the consultant and on behalf of the consultant, the signatory of this agreement of his duly authorizes employee shall make correspondence with regard to execution of work. Regarding design, drawing, specification, schedule, estimates, etc. the consultant shall make close contact with any authorized office/officer of BREB and the client. Senior Engineer shall submit his tour report after each visit of construction site to the General Manager of the PBS with a copy to BREB. Consultant shall submit the monthly progress report to the PBS as well as BREB.

13. USE OF MODERN TECHNOLOGY:

The consultant shall provide modern technology like computers and software for designing, estimating, monitoring and supervision of works etc. to increase the efficiency and productivity.



14. SERVICE AND FACILITIES:

Services and facilities like accommodation, conveyance, telephone and other logistic support for consultancy services will not be provided by the client or BREB. Consultant shall arrange the required services and facilities at their own cost.

15. SCOPE OF WORKS & FEES FOR RENDERING CONSULTANCY SERVICE :

a) The fees to be paid to the consultant for the works as enumerated below is to be calculated as follows and the bill will be paid from Jashore Palli Bidyut Samity-1.

16. FORCE MAJEURE:

If the consultant is unable to carry on the work due to force majeure (war, rebellion, mobilization, epidemic, strike, lock-out or natural calamities or far reaching affects) the agreement should be suspended until the situation has been normalized or one of the two parties terminate the agreement as per article -10.

17. DISPUTES & ARBITRATION:

If any dispute, controversy or difference of opinion shall arise between the consultant & the client on behalf of PBS regarding this agreement, if not settled mutually by the parties, then the matter in dispute shall be referred to two Arbitrators, one to be nominated by the client and the other by the consultant. In case of disagreement between the Arbitrators, an umpire shall be appointed by the Arbitrators in writing and all the proceedings of Arbitration shall be followed/placed before him and the decision of such Arbitrator shall be binding on both parties. For a reference, it shall conform to the Bangladesh arbitration Act of 1940 or any later enactment thereof up to the date of signing this agreement.

For & on behalf of the consultant.

For & on behalf of the client.

- (a) Name of the Firm:
- (b) Signature with name and designation:
- (c) Seal:

- (a) Name of the PBS:
- (b) Signature with name and designation:
- (c) Seal:

Witness

Witness

1.

1.

2.

2.