

## গাজীপুর পল্লী বিদ্যুৎ সমিতি-২

Gazipur Palli Bidyut samity-2  
pbs2.gazipur.gov.bd

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স্মারক নং :- ২৭.১২.৩৩৩০.৫৭৭.০১.০৩৮.২৩. ৪৬৬

তারিখ: ২৩/১১/২০২৩ খ্রিঃ।

**বিষয়ঃ গাজীপুর পবিস-২ এর ক্রয়কৃত ২ একর জমিতে প্রস্তাবিত ওয়্যার হাউজ, স্টোর, পোল ইয়ার্ড, আনসার শেড ও ওয়ার্কশপ নির্মাণের লক্ষ্যে মাটি ভরাট ও বাউন্ডারী ওয়াল নির্মাণ কাজের জন্য সিভিল কনসালটেন্ট নিয়োগের দরপত্র বিজ্ঞপ্তি (LTM)।**

### দরপত্র নং-১১/২০২৩-২০২৪ Tender Package No: S-23-24.77.001

অত্র সমিতির সদর দপ্তরের আওতাধীন বিকেবাড়ী নামক স্থানে ক্রয়কৃত ২ একর জমিতে প্রস্তাবিত ওয়্যার হাউজ, স্টোর, পোল ইয়ার্ড, আনসার শেড ও ওয়ার্কশপ নির্মাণের লক্ষ্যে পূর্ত কাজ এর ডিজাইন, ড্রইং প্রস্তুত করণ, প্রাক্কলন ব্যয় নির্ধারণ, 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 উল্লিখিত ঠিকানা হতে অতিরিক্ত তথ্য সংগ্রহ করতে পারবেন এবং দরপত্র বিজ্ঞপ্তি অত্র পবিস এর ওয়েব সাইট [www.pbs2.gazipur.gov.bd](http://www.pbs2.gazipur.gov.bd) এ দেখতে পারবেন।
- ০২। **দরপত্র (LTM) জমা দেওয়ার তারিখ ও সর্বশেষ সময়ঃ**  
আগামী ০৬/১২/২০২৩খ্রিঃ তারিখ রোজ সোমবার বেলা ১১:০০ ঘটিকা পর্যন্ত।
- ০৩। **দরপত্র (LTM) জমা দেওয়ার স্থানঃ**  
(০১) পরিচালক, পবিস মনিটরিং ও ব্যবস্থাপনা পরিচালন (কেন্দ্রীয় অঞ্চল) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, সদর দপ্তর ভবন (৯ম তলা), নিকুঞ্জ-২, খিলক্ষেত, ঢাকা-১২২৯ অথবা (০২) সিনিয়র জেনারেল ম্যানেজার, গাজীপুর পল্লী বিদ্যুৎ সমিতি-২, রাজেন্দ্রপুর, গাজীপুর সদর, গাজীপুর।
- ০৪। **দরপত্র (LTM) খোলার তারিখ, সময় ও স্থানঃ**  
আগামী ০৬/১২/২০২৩ খ্রিঃ তারিখ রোজ সোমবার বেলা ১১:০৫ ঘটিকা পর্যন্ত (০১) পরিচালক, পবিস মনিটরিং ও ব্যবস্থাপনা পরিচালন (কেন্দ্রীয় অঞ্চল) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, সদর দপ্তর ভবন (৯ম তলা), নিকুঞ্জ-২, খিলক্ষেত, ঢাকা-১২২৯ অথবা (০২) সিনিয়র জেনারেল ম্যানেজার, গাজীপুর পল্লী বিদ্যুৎ সমিতি-২, রাজেন্দ্রপুর, গাজীপুর সদর, গাজীপুর- এ উপস্থিত দরদাতাদের সম্মুখে (যদি কেহ উপস্থিত থাকেন) খোলা হবে।
- ০৫। সীলগালাকৃত খামের উপরিভাগে “গাজীপুর পবিস-২ এর মাটি ভরাট ও বাউন্ডারী ওয়াল নির্মাণ কাজের জন্য সিভিল কনসালটেন্ট নিয়োগের দরপত্র” কথাটি স্পষ্টাক্ষরে লিখতে হবে।
- ০৬। প্রতিষ্ঠানের নিজস্ব লেটার হেড প্যাডে সীলমোহর ও স্বাক্ষর সংযুক্ত করে সীলগালা ব্যবহার পূর্বক দর দাখিল করতে হবে।
- ০৭। দরপত্রে উদ্ধৃত একক দর ও মোট দর প্রতিষ্ঠানের প্যাডে কম্পিউটারে টাইপকৃত হতে হবে, অন্যথায় দরপত্র বাতিল করা হবে। কোন প্রকার কাটাকাটি ঘষামাজা এবং ফুইড ব্যবহার গ্রহণযোগ্য হবে না। দরপত্রে একক দর ও মোট উদ্ধৃত দরের মধ্যে কোন গাণিতিক ভুল থাকলে সর্বক্ষেত্রে একক দর গ্রহণযোগ্য দর হিসাবে বিবেচনা করা হবে।
- ০৮। অসম্পন্ন দরপত্র বাতিল বলে গণ্য হবে।
- ০৯। ডাক/কুরিয়ার যোগে কোন দরপত্র গ্রহণ করা হবে না।

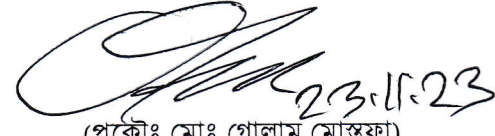
- ১০। দরপত্র দাখিলের পূর্বে প্রয়োজনে পূর্ত কাজের স্থান ও পরিধি অফিস চলাকালীন সময়ে সরেজমিনে পরিদর্শন করা যাবে।
- ১১। দরদাতা প্রতিষ্ঠানকে দরপত্রের সাথে হালনাগাদ ট্রেড লাইসেন্স, ব্যাংক সলভেন্সী, আয়কর, ভ্যাট রেজিস্ট্রেশন ও অভিজ্ঞতা (যদি থাকে) সনদপত্রের সত্যায়িত ফটোকপি দাখিল করতে হবে। অসম্পূর্ণ দরপত্র বাতিল বলে গণ্য হবে।
- ১২। কার্যাদেশ প্রাপ্তির ০৭ (সাত) দিনের মধ্যে ৩০০ টাকার নন-জুডিশিয়াল স্ট্যাম্পে চুক্তি সম্পাদন করতে হবে।
- ১৩। দাখিলকৃত মোট বিল হতে নিয়মানুযায়ী আয়কর ও ভ্যাট কর্তন করা হবে।
- ১৪। কোন প্রকার কারণ দর্শানো ব্যতিরেকেই যে কোন/ সকল দরপত্র গ্রহণ/বাতিল করার ক্ষমতা কর্তৃপক্ষ কর্তৃক সংরক্ষিত।
- ১৫। দরপত্রের শর্তাবলীতে উল্লেখ নেই এমন যে কোন ক্ষেত্রে সমিতি ব্যবস্থাপনা কর্তৃপক্ষের সিদ্ধান্তই চূড়ান্ত বলে গণ্য হবে।



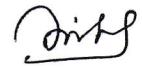
(প্রকৌঃ মোঃ গোলাম মোস্তফা)  
সিনিয়র জেনারেল ম্যানেজার

**অনুলিপিঃ জেষ্ঠতার ক্রমানুসারে নয়। (প্রযোজ্য ক্ষেত্রে বিজ্ঞপ্তি নোটিশ বোর্ডে টানানোর অনুরোধ সহ)**

- ০১। পরিচালক, পবিস মনিটরিং ও ব্যঃ পঃ (কেঃ অঃ) পরিদপ্তর, বাপবিবো, ঢাকা।
- ০২। তত্ত্বাবধায়ক প্রকৌশলী, ঢাকা (উত্তর), বাপবিবো, ঢাকা।
- ০৩। সিনিয়র সিস্টেম এনালিস্ট, আইসিটি পরিদপ্তর, বাপবিবোর্ড, ঢাকা। (বাপবিবোর্ডের ওয়েব সাইটে প্রকাশের অনুরোধসহ)
- ০৪। জেলা প্রশাসক, গাজীপুর।
- ০৫। পুলিশ সুপার, গাজীপুর।
- ০৬। নির্বাহী প্রকৌশলী, বাপবিবো/ এলজিইডি/ সড়ক ও জনপথ, গাজীপুর।
- ০৭। সিনিয়র জেনারেল ম্যানেজার/জেনারেল ম্যানেজার ..... পবিস-১/২/৩/৪।
- ০৮। ডিজিএম, সদর-কারিগরি/ কাপাসিয়া জোনাল অফিস, গাজীপুর পবিস-২।
- ০৯। এজিএম (অর্থ/এমএস/ওএন্ডএম-সদর)/মির্জাপুর/আমরাইদ/ভবানীপুর সাব-জোনাল অফিস, গাজীপুর পবিস-২।
- ১০। মেসার্স .....
- ১১। নোটিশ বোর্ড, গাজীপুর পবিস-২।



(প্রকৌঃ মোঃ গোলাম মোস্তফা)  
সিনিয়র জেনারেল ম্যানেজার





GAZIPUR PALLI BIDYUT SAMITY-2  
RAJENDRAPUR, GAZIPUR SADAR, GAZIPUR



**REQUEST FOR PROPOSAL (RFP)**

FOR  
THE SELECTION OF CIVIL CONSULTANT

FOR

**CONSTRUCTION OF BOUNDARY WALL AND LAND DEVELOPMENT OF PROPOSED  
WIREHOUSE, POLEYARD, WORKSHOP & ANSAR SHED**

AT

**GAZIPUR PALLI BIDDYUT SAMITY-2**

**Proposal Package No: 11/2023-2024**



## 1.1 BACKGROUND

The Rural Electrification Board of Bangladesh has been providing service to rural member consumers for over 38 years. Continued support from the Government of Bangladesh, the donor community, consulting partners, and member consumers will help this program continue to expand, providing the gift of electricity to millions more Bangladeshi households, businesses, and industries. Rural Electrification Board Act, 2013 has been established instead of Rural Electrification Board Ordinance, (Ordinance No. LI of 1977) and the name of Board is Bangladesh Rural Electrification Board which was responsible for electrifying rural Bangladesh. Since its inception, the purpose of the program has been to use electricity as a means of creating opportunities for improving agricultural production and enhancing socio-economic development in rural areas, whereby there would be improvements in the standard of living and quality of life for the rural people.

Today there are 80 operating rural electric cooperatives called Palli Bidyut Samity (PBS), which bring service to approximately 3.36 consumers with more than 5,58,145 kms of line. The main purpose of this job is constructing some civil work in PBS complex.

## 1.2 Description of PBS:

Gazipur PBS-2 consists of 3 upazilas of Kapasia under Gazipur district & Sreepur (Partial) under Gazipur district, Gazipur Sadar (Partial) under Gazipur district. PBS headquarter is located Rajendrapur, Gazipur Sadar, Gazipur. At present the number of Consumers is about 2 lac & 45 Thousand against the number of officers/employees is 341. There are One Zonal Office, 3 Sub Zonal Offices & 8 Complain Centers under the jurisdiction of the PBS. Four grid substation supplied electricity from Rajendrapur, Joydebpur, Kodda and Sreepur. Power is supplied to consumer end through 71 no. 11 KV feeders to 13 no. 33/11 KV substations by a total of 14 no. 33 KV feeders. Installed capacity 320 MVA peak load 155 MW, off peak load 135 MW. System Loss of 2022-2023 at the end of June is 6.22% and outstanding month is 0.91.

## 1.3 OBJECTIVE

The objective of this work is to appoint consulting firm for constructing boundary wall and Land Development under Gazipur PBS-2.

## 1.4 Scope of Consultancy

Scope of Consultancy Services are as follows:

Sl. No.	Services	Unit	Quantity
1	Site investigation services and submitted 02 copy of feasibility & Invermental reports, covering topographical and contour survey and mapping including earth estimates (if any) preparation of estimate for earth filling at PBS HQ complex	Per site L.S	1.00
2	preparation of site layout plan/Master plan in consultation with the employer at PBS HQ complex	Per Site	1.00
3	Preparation of sub soil investigation i/c laboratory test all works complete in all respect and submission of 2 copy test reports (minimum depth of boring -15 meter) at PBS HQ complex.		
	a Mobilization	Per site	1.00
	b For each boring within the site complex. (For each building /structure at least 4 - Nos. bore hole)	Per boring	8.00
4	Preparation of plan, structural design and drawing details etc. shall be submitted 04 copy to be submitted for each case).		
	a Construction of boundary wall, gate, sentry post at PBS HQ complex.	Per complex	1.00
5	Preparation BOQ & cost estimates with analysis (4 sets) for approval of concern authority as required for work order purpose & supply of	Per Structure/building	2.00



Sl. No.	Services	Unit	Quantity
	10 copies of tender documents with terms & conditions for each work order estimate.		
6	Supply of additional copies of any drawing	Per sq. m. Drawing.	30.00
7	Preparation & Supply of bid documents with respective specification.	Per copy	40.00
8	<b>Supervision of work at PBS HQ complex:</b> Supervision of all works of PBS HQ office complex, supervision is to be made through the following qualified engineers, and technical staff residing at site for each PBS HQ complex.		
a	One B.Sc Engr. (Civil) of minimum 5 years' experience in civil construction supervision (to be deputed on full time basis during construction work at site	Man month	8.00
b	One Diploma Eng. (Civil) of minimum 5 years' experience in civil construction supervision (to be deputed on full time basis during construction work at PBS HQ complex	Man month	8.00
c	One Diploma Eng. (Elect) of minimum 5 years' experience in civil construction supervision (to be deputed during execution of electrical works as and when required at PBS HQ complex	visit	4.00
9	<b>Top supervision:</b> Top supervision through qualified architect or engineer of any other discipline having 15 years' experience in the relevant field will monitor and supervise the work site at least once in a month during the execution of civil works and at least twice in a month during the execution of other technical works from consultant's head office as per request of S.E/G.M. during construction works	Per visit	12.00
10	Preparation and supply of as built drawing and close out statement of consultancy work for each structure & each building. The close out statement will be including Soil report, Foundation status, Bid document, Constructed expenditure details, As built drawing, foundation architectural & structural, sanitary & plumbing, electrical etc, Feasibility report for future expanses with BOQ for expansion. All reports described including drawing shall be submitting 2 sets at A3 size paper.	Each structure	2.00

### 1.5 Schedule of Price for Civil Consultancy Services of Package No S-23-24.77.51.001

Schedule of price for local civil consultancy services of Boundary Wall and Land Development at Gazipur Palli Bidyut Samity-2, Rajendrapur, Gazipur Sadar, Gazipur.

Sl. No.	Services	Unit	Quantity	Quoted Unit Rate	Amount
1	Site investigation services and submitted 02 copy of feasibility & Inver mental reports, covering topographical and contour survey and mapping including earth estimates (if any) preparation of estimate for earth filling at PBS HQ complex	Per site L.S	1.00		
2	preparation of site layout plan/Master plan in consultation with the employer at PBS HQ complex	Per Site	1.00		
3	Preparation of sub soil investigation i/c laboratory test all works complete in all respect and submission of 2 copy test reports (minimum depth of boring -15 meter) at PBS HQ complex.				
a	Mobilization	Per site	1.00		
b	For each boring within the site complex. (For each building /structure at least 4 - Nos. bore hole)	Per boring	8.00		



4		Preparation of plan, structural design and drawing details etc. Shall be submitted 04 copy to be submitted for each case).				
	a	Construction of boundary wall, gate, sentry post at PBS HQ complex.	Per complex	1.00		
5		Preparation BOQ & cost estimates with analysis (4 sets) for approval of concern authority as required for work order purpose & supply of 10 copies of tender documents with terms & conditions for each work order estimate.	Per Structure/building	2.00		
6		Supply of additional copies of any drawing	Per sq. m. Drawing.	30.00		
7		Preparation & Supply of bid documents with respective specification.	Per copy	40.00		
8		<b>Supervision of work at PBS HQ complex:</b> Supervision of all works of PBS HQ office complex, supervision is to be made through the following qualified engineers, and technical staff residing at site for each PBS HQ complex.				
	a	One B.Sc Engr. (Civil) of minimum 5 years' experience in civil construction supervision (to be deputed on full time basis during construction work at site	Man month	8.00		
	b	One Diploma Eng. (Civil) of minimum 5 years' experience in civil construction supervision (to be deputed on full time basis during construction work at PBS HQ complex	Man month	8.00		
	c	One Diploma Eng. (Elect) of minimum 5 years' experience in civil construction supervision (to be deputed during execution of electrical works as and when required at PBS HQ complex	visit	4.00		
9		<b>Top supervision:</b> Top supervision through qualified architect or engineer of any other discipline having 15 years' experience in the relevant field will monitor and supervise the work site at least once in a month during the execution of civil works and at least twice in a month during the execution of other technical works from consultant's head office as per request of S.E/G.M. during construction works	Per visit	12.00		
10		Preparation and supply of as built drawing and close out statement of consultancy work for each structure & each building. The close out statement will be including Soil report, Foundation status, bid document, constructed expenditure details, as built drawing, foundation architectural & structural, sanitary & plumbing, electrical etc., Feasibility report for future expanses with BOQ for expansion. All reports described including drawing shall be submitting 2 sets at A3 size paper.	Each structure	2.00		
Grand Total =						

Total Quoted Price Tk. In Ward:

Signature of Tenderer's with Date

1.6 Sample of Contract Agreement Attached.



## Sample of Deed Agreement

### DEED OF AGREEMENT FOR THE CONSULTANCY SERVICES FOR PLANNING, DESIGN, DRAWING, ESTIMATES, TENDER DOCUMENTS AND SUPERVISION FOR THE CONSTRUCTION WORK OF BOUNDARY WALL AND LAND DEVELOPMENT AT PROPOSED WIREHOUSE, POLEYARD, WORKSHOP & ANSAR SHED AT GAZIPUR PALLI BIDDYUT SAMITY-2, RAJENDRAPUR, GAZIPUR.

This Agreement is made and executed this the day of 2023 between on the one hand Gazipur Palli Bidyut Samity-2, Rajendrapur, Gazipur Sadar, Gazipur (which expression included its successors, Legal representatives and permitted assigns herein after called the "Client" and on the other hand M/S ..... herein after called the "Consultants" which expression included its successors, legal representatives and permitted assignees.

"WHEREAS" the Client, requires consultancy services in connection with the planning Design, Drawing, Estimates, Tender Documents and Supervision for the Construction work of Boundary Wall and Land Development at proposed wirehouse, poleyard, workshop & ansar shed at Gazipur Palli Bidyut Samaty-2, Rajendrapur, Gazipur within its geographical area & whereas the Consultant has offered to undertake and perform all such services by furnishing professional skills, experienced and qualified personnel to provide over all supervision of the work to 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 INTENT**

It is the intent of this Agreement that;

- a) The Consultant in accordance with general policy approved by the Senior General Manager, Gazipur Palli Bidyut Samity-2, Rajendrapur, Gazipur.
- b) The Consultant Shall adopt the best engineering practice and shall organize all professional skills, care, diligence in performance of the services to be rendered under this Agreement;
- c) The Client Shall provide such assistance as it is within his power or to expedite for completion for the work and;
- d) The Consultant Shall use its best efforts to use local indigenous materials and stores as far as possible without taking the foreign exchange and delaying the schedule required by the Client.

#### **2. DESCRIPTION OF PROJECT**

The present project consists of detailed planning, Design, Drawing, Estimates, Tender Documents and Supervision for Construction of Boundary Wall and Land Development at proposed wirehouse, poleyard, workshop & ansar shed at Gazipur Palli Bidyut Samaty-2, Rajendrapur, Gazipur as per feasibility report and soil condition at site.

#### **3. Scope of Services**

The Consultant shall provide the following services: -

- a) Inspect the site and submission of feasibility report.
- b) Sub-soil investigation including Laboratory test and test report submit.
- c) Prepare and submit design and drawing layout plan etc.
- d) Detailed structural designs & drawing, specifications, cost estimates analysis and tender documents.
- e) Advise and assist in evaluation of tender documents and award of contract on request by the client.
- f) Provide full time supervision by 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 completion of construction work.
- g) The Consultant Head Office Engineer will check the contractor bill. Non-tendered item-revised estimate and recommended for payment.
- h) Preparation and supply of as- built drawing by Consultant (8sets) and close out Document.
- i) Others related works assigned by the Client/BREB.



#### 4. EFFECTIVE DATE OF AGREEMENT: -

This agreement shall come into force immediately after both parties sign and after their seal on it.

#### 5. MODE OF PAYMENT

Payments shall be made in line with agreed-on outputs according to the following schedule:

##### (a) For design phase

Payment to the Consultant shall be made as per mode of payment given below: -

SL No.	STAGES OF WORK	Payment to be made in Percentage of Total Fee for Design
(i)	On submission of report on site investigation, survey, sub-soil, investigation and soil test, Architects brief preliminary design, drawings	15%
(ii)	On submission of final and drawings	25%
(iii)	On submission of engineering design and drawings and final costs estimates (structural, civil, Electrical, Sanitary and extra works).	35%
(iv)	On submission of tender documents incorporating schedule and specification, evaluation of tender and recommendation for award.	15%
(v)	Assisting in evaluation of tender & recommended for approval	10%

Note: An amount equivalent 10 (ten) percent on each bill for design phase shall be retained as "Security" and 50% (fifty) percent of this sum shall be refunded after approval of design, drawing and documents and the balance sum shall be refunded after expiry of the maintenance period of the last contraction work.

##### b) For Construction supervision phase:

The consultant shall be paid through by month bills for their supervision of work on the basis of their quoted fee for supervision of construction work.

Note: An amount equivalent 10 (ten) percent on each bill for design and construction phase shall be retained as "Defect Liability" which shall be refunded to the consultant expiry of the of the maintenance period of the last contraction work.

#### 6. TIME SCHEDULE

On appointment of Consultant, the Consultant will accomplish all the works as per article 3 within 30 (thirty) days from the date of agreement.

#### 7. COMMENCEMENT, COMPLETION, EXTENTION AND MODIFICATION OF CONTRACT:

a) Effectiveness of Contact: This contract shall come in to force and effect on the date of its signing (the effective date) by two parties.

b) Commencement of Services: The consultant shall begging 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) Extension of Time for Completion of the Work: 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 one 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 or BREB and satisfactory performance of the consultant in there works.

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

## **8. TERMINATION OF AGREEMENT**

This agreement can be terminated by giving one months' notice in advance by either party without assigning any reason what so ever such notice shall be served by registered post with A/D. The Consultant on the termination of the Agreement shall be paid in proportion to the works he has performed up to the date of such termination notice.

## **9. FORCE MAJURE-**

The Consultant is unable to carry on the work due to force majeure (war, rebellion, mobilization Epidemic, strike, lockout 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 8.

## **10. GUARENTEES**

The Consultant undertakes to plan and design the project works according to their fees taken for that particular structure.

## **11. TAXEX, DUTIES, VAT TO BE PAID BY CONSULTANT:**

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

## **12. VALIDITY OF AGREEMENTS & AMENDMENTS**

This Agreement will remain valid for 3 (three) years and may be renewed, extended, modified, or supplemented from time to time by mutual agreement of the parties

## **13. DISPUTES & ARBITRATION:**

If any dispute, controversy of difference of opinion shall arise between the Consultant and 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 proceeding of arbitration shall be followed or placed before him/her and the decision of such arbitrator shall be binding on both parties. For any such 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.

Managing Director

Senior General Manager

Witness

Witness

1.

1.

2.

2.