

শরীয়তপুর পল্লী বিদ্যুৎ সমিতি

নড়বালাখানা, শরীয়তপুর।

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স্মারক নং- ২৭.১২.৮৬৬৯.৫৫৯.০১.০৩৮.২৫. ১১৫০

তারিখ: ০৪ বৈশাখ, ১৪৩২ বঙ্গাব্দ।
১৭ এপ্রিল, ২০২৫ খ্রিস্টাব্দ।

বিষয়: Boundary Wall with Main Gate & Security post এবং RCC Box Culvert নির্মাণের জন্য সিভিল কনসালটেন্ট নিয়োগের দরপত্র বিজ্ঞপ্তি (LTM)।

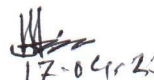
পুনঃ দরপত্র নং- ২৫/২০২৪-২০২৫ Tender Package No: W.24-25.059-144,145

অত্র পবিসের সদর দপ্তর কমপ্লেক্সের Boundary Wall with Main Gate & Security post এবং পালং-৩ (রুদ্রকর) ইনডোর উপকেন্দ্রের প্রবেশ পথে খালের উপর RCC Box Culvert নির্মাণের লক্ষ্যে পূর্ত কাজ এর ডিজাইন, ডাইং প্রস্তুত করণ, প্রাক্কলন ব্যয় নির্ধারণ, টেন্ডার ডকুমেন্ট তৈরী ও নির্মাণ কাজ চলাকালীন তদারকী করার লক্ষ্যে সীমিত দরপত্র পদ্ধতিতে (LTM) বাপবিবোর্ডের বিদ্যমান হালনাগাদ তালিকাভুক্ত পূর্ত উপদেষ্টা প্রতিষ্ঠানের নিকট হতে নিম্নবর্ণিত শর্ত সাপেক্ষে “নির্ধারিত সিডিউল” (সংযুক্ত) এ সীল মোহরকৃত খামে পূর্ত উপদেষ্টা নিয়োগের দরপত্র আহবান করা যাচ্ছে।

শর্তাবলী:


- ০১। আগ্রহী দরদাতাগণ অফিস চলাকালীন সময়ে উল্লেখিত ঠিকানা হতে অতিরিক্ত তথ্য সংগ্রহ করতে পারবেন এবং দরপত্র বিজ্ঞপ্তি অত্র পবিস এর ওয়েব সাইট www.pbs.shariatpur.gov.bd এ দেখতে পারবেন।
- ০২। **দরপত্র (LTM) জমা দেওয়ার তারিখ ও সর্বশেষ সময়:**
আগামী ০৭/০৫/২০২৫ খ্রি. তারিখ রোজ বুধবার বেলা ১১:০০ ঘটিকা পর্যন্ত।
- ০৩। **দরপত্র (LTM) জমা দেওয়ার স্থানঃ**
(০১) পরিচালক, পবিস মনিটরিং ও ব্যবস্থাপনা পরিচালন (দক্ষিণ অঞ্চল) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, সদর দপ্তর ভবন (১০ম তলা), নিকুঞ্জ-২, খিলক্ষেত, ঢাকা- ১২২৯ অথবা (০২) জেনারেল ম্যানেজার, শরীয়তপুর পল্লী বিদ্যুৎ সমিতি, নড়বালাখানা, শরীয়তপুর।
- ০৪। **দরপত্র (LTM) খোলার তারিখ, সময় ও স্থান:**
আগামী ০৭/০৫/২০২৫ খ্রি. তারিখ রোজ বুধবার বেলা ১১:০৫ ঘটিকা পর্যন্ত (০১) পরিচালক, পবিস মনিটরিং ও ব্যবস্থাপনা পরিচালন (দক্ষিণ অঞ্চল) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, সদর দপ্তর ভবন (১০ম তলা), নিকুঞ্জ-২, খিলক্ষেত, ঢাকা-১২২৯ অথবা (০২) জেনারেল ম্যানেজার, শরীয়তপুর পল্লী বিদ্যুৎ সমিতি, নড়বালাখানা, শরীয়তপুর- এ উপস্থিত দরদাতাদের সম্মুখে (যদি কেহ উপস্থিত থাকেন) খোলা হবে।
- ০৫। সীলগালাকৃত খামের উপরিভাগে “**Boundary Wall with Main Gate & Security post ও RCC Box Culvert নির্মাণের 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 উদ্বৃত্ত একক দর ও মোট দর প্রতিষ্ঠানের প্যাডে কম্পিউটারে টাইপকৃত হতে হবে, অন্যথায় দরপত্র বাতিল হবে। কোনো প্রকার কাটাকাটি ঘষামাজা এবং ফ্লুইড ব্যবহার গ্রহণযোগ্য হবে না। দরপত্রে একক দর ও মোট উদ্বৃত্ত দরের মধ্যে কোনো 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 সরেজমিনে পরিদর্শন করা যাবে।
- ১১। দরপত্রের সাথে বাপবিবোর্ডের হালনাগাদ তালিকাভুক্তির বাপবিবো'র জারিকৃত পত্রের সত্যায়িত ফটোকপি জমা দিতে হবে।
- ১২। কার্যাদেশ প্রাপ্তির ০৭ (সাত) দিনের মধ্যে ৩০০ টাকার নন-জুডিশিয়াল স্ট্যাম্পে চুক্তি সম্পাদন করতে হবে।
- ১৩। চুক্তি সম্পাদনের পর ৩০ দিনের মধ্যে ডিজাইন মোতাবেক আর্কিটেক, 2D, 3D, প্ল্যানিং, ইলেকট্রিক্যাল স্ট্যাকচারাল প্রাক্কলন ও টেন্ডার ডকুমেন্ট সমিতিতে জমা প্রদান করতে হবে।
- ১৪। কার্যাদেশ প্রাপ্ত দরদাতা প্রতিষ্ঠান কর্তৃক সন্তোষজনকভাবে কার্যসম্পাদনের পর চালান ও বিল দাখিল সাপেক্ষে পবিস কর্তৃক একাউন্ট 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 ফেরত প্রদান করা হবে।
- ১৫। দাখিলকৃত মোট বিল হতে নিয়মানুযায়ী আয়কর ও ভ্যাট কর্তন করা হবে।
- ১৬। যে কোন কারণে দরপত্র গ্রহণ/বাতিল করার ক্ষমতা কর্তৃপক্ষ কর্তৃক সংরক্ষিত থাকবে।
- ১৭। দরপত্রের শর্তাবলীতে উল্লেখ নেই এমন যে কোন ক্ষেত্রে সমিতি ব্যবস্থাপনা কর্তৃপক্ষের সিদ্ধান্তই চূড়ান্ত বলে গণ্য হবে।

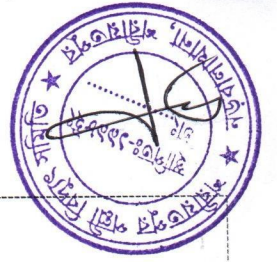

 17-04-25
 (মোঃ আলতাপ হোসেন)
 জেনারেল ম্যানেজার

অনুলিপি: জ্যেষ্ঠতার ক্রমানুসারে নয়। (প্রয়োজ্যক্ষেত্রে বিজ্ঞপ্তিটি নোটিশ বোর্ডে টানানোর অনুরোধ সহ)

- ০১। পরিচালক, পবিস মনিটরিং ও ব্য. প. (দ্র. অ.) পরিদপ্তর, বাপবিবো, ঢাকা।
- ০২। তত্ত্বাবধায়ক প্রকৌশলী, ফরিদপুর জোন, বাপবিবো, ফরিদপুর।
- ০৩। সিনিয়র সিস্টেম এনালিস্ট, আইসিটি পরিদপ্তর, বাপবিবোর্ড, ঢাকা। (বাপবিবোর্ডের ওয়েব সাইটে প্রকাশের অনুরোধসহ)
- ০৪। জেলা প্রশাসক, শরীয়তপুর।
- ০৫। পুলিশ সুপার, শরীয়তপুর।
- ০৬। নির্বাহী প্রকৌশলী, বাপবিবো/ এলজিইডি/ সড়ক ও জনপথ, শরীয়তপুর।
- ০৭। সিনিয়র জেনারেল ম্যানেজার/জেনারেল ম্যানেজার পবিস-১/২/৩/৪।
- ০৮। ডিজিএম, সদর-কারিগরী/ ডামুড্যা/জাজিরা/সখিপুর/নড়িয়া/গোসাইরহাট জোনাল অফিস, শরীয়তপুর পবিস।
- ০৯। এজিএম (আইটি/অর্থ/এমএস/ওএন্ডএম-সদর)/ভেদরগঞ্জ/নাওডোবা সাব-জোনাল অফিস, শরীয়তপুর পবিস।
- ১০। মেসার্স
- ১১। নোটিশ বোর্ড, শরীয়তপুর পবিস।


 17-04-25
 (মোঃ আলতাপ হোসেন)
 জেনারেল ম্যানেজার

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SHARIATPUR PALLI BIDYUT SAMITY
NARABALAKHANA, SHARIATPUR.



REQUEST FOR PROPOSAL (REP)

FOR

THE SELECTION OF CIVIL CONSULTANT

FOR

CONSTRUCTION OF BOUNDARY WALL WITH MAIN GATE & SECURITY POST

AND

RCC BOX CULVERT

AT SHARIATPUR PALLI BIDYUT SAMITY

PROPOSAL PACKAGE NO: 25/2024-2025

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1.1 BACKGROUND

The Rural Electrification Board of Bangladesh has been providing service to rural member consumers for over 47 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 :

Shariatpur PBS consists of 6 Upazilas Under Shariatpur district & Hizla (Partial) Under Barishal District, Haim Char and Chandpur Sadar (Partial) Under Chandpur District. PBS headquarter is located Narabalakhana, Shariatpur. At present the number of Consumers is about 3 lac & 67 thousand against the number of officers/employees is 514. There are Five Zonal offices, 2 Sub Zonal offices & 14 Complain centres under the jurisdiction of the PBS. One grid substation supplied electricity from Rudrokor, Shariatpur. Power of supplied to consumer end through 76 no. 11 KV feeders to 14 no. 33 KV substations by a total of 8 no. 33 KV Feeders, Installed capacity 320-MVA peak load 90.0 MW, off peak load 55 MW. System Loss of 2023-2024 at the end of June is 8.44% and outstanding month is 1.01

1.3 OBJECTIVE

The objective of this work is to appoint consulting firm for constructing Boundary Wall with Main Gate & Security post & RCC Box Culvert at Shariatpur Palli Bidyut Samity, Narabalakhana, Shariatpur.

1.4 Scope of Consultancy:

Scope of Consultancy Services are as follows:

SL.No.	Description of Services	Unit	Quantity
01.	Site investigation services covering Topographical, Contour Survey and Mapping including earth estimates. Preparation of estimate for earth filling to construction of Boundary Wall with Main Gate & Security post in Shariatpur PBS Campus & R.C.C. Box Culvert at Palong- 3 indoor substation.	Per site L.S.	2.00
02.	Preparation of site layout Plan / Master plan in consultation with the employer.	Per site	1.00
03.	Preparation of sub soil investigation i/c laboratory test all works complex in all respect and submission of 2 copy test reports (minimum depth of boring -20 meter) at PBS H/Q. & Palong-3 indoor substation.		
	a) For Mobilization	Per site	2.00
	b) For each boring within the site complex. (For each building / structure at least 4- Nos. bore hole).	Per boring	14.00
04.	Preparation of floor plan, Architectural, structural design & drawing in/c. preparation sanitary & Plumbing, door & window details. Electro-Mechanical design drawing details with server based networks etc. modification of structural design and drawing (if any) & shall be submitted 03 copy to the client for each case.	Per work order	
	a).Construction of Boundary Wall with Main Gate & Security post in Shariatpur PBS H/Q Campus	Per work order	1.00
	b).Construction of R.C.C. Box Culvert at Palong- 3 indoor substation.	Per work order	1.00
05.	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 work order	2.00



06.	Supply of additional copies of any drawing.	Per sqm.	5.00
07.	Preparation & Supply of soft copies of CSV format for tender documents with terms and conditions with respective specification for each work order estimate.	Per work order	2.00
08.	Supervision: a). B.Sc. Civil Engineer of minimum 07 years' experience or Diploma Eng. (Civil) of minimum 10 years' experience in civil construction supervision (to be deputed on full time basis during construction work at site).	Man- month	12.00
	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 site).	Man- month	12.00
09.	Top supervision: Top supervision through qualified B.Sc. Engineer / Architect (B.Arch.) 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 during the execution of other technical works from consultants' head office as per request of S.E / Sr. GM / GM during construction works.	Per visit	8.00
10.	Reparation and supply of as built drawing and close out statement of consultancy work. The close out statement will include Soil report, Foundation status, Bid document, Constructed expenditure details, As built drawing, foundation architectural & structural. All reports described including drawing shall be submitting 2 sets at A3 size paper.	Per work order	2.0

1.5 Schedule of Price for civil Consultancy Services of Package No. W.24-25.059-144,145
 Schedule of price for local civil consultancy services of Boundary Wall with Main Gate & Security post & RCC Box Culvert at Shariatpur Palli Bidyut Samity, Narabalakhana, Shariatpur.

SL.No.	Description of Services	Unit	Quantity	Unit Rate (i/c 27% Vat & Tax) (BDT)	Amount (Tk.)	Remarks
01.	Site investigation services covering Topographical, Contour Survey and Mapping including earth estimates. Preparation of estimate for earth filling to construction of Boundary Wall with Main Gate & Security post in Shariatpur PBS Campus & R.C.C. Box Culvert at Palong- 3 indoor substation.	Per site L.S.	2.00			
02.	Preparation of site layout Plan / Master plan in consultation with the employer.	Per site	1.00			
03.	Preparation of sub soil investigation i/c laboratory test all works complex in all respect and submission of 2 copy test reports (minimum depth of boring -20 meter) at PBS H/Q. & Palong-3 indoor substation.					
	a) For Mobilization	Per site	2.00			
	b) For each boring within the site complex. (For each building / structure at least 4- Nos. bore hole).	Per boring	14.00			
04.	Preparation of floor plan, Architectural, structural design & drawing in/c. preparation sanitary & Plumbing, door & window details. Electro-Mechanical design drawing details with server based networks etc. modification of structural design and drawing (if any) & shall be submitted 03 copy to the client for each case.	Per work order				
	a).Construction of Boundary Wall with Main Gate & Security post in Shariatpur PBS H/Q Campus	Per work order	1.00			
	b).Construction of R.C.C. Box Culvert at Palong- 3 indoor substation.	Per work order	1.00			

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05.	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 work order	2.00			
06.	Supply of additional copies of any drawing.	Per sqm.	5.00			
07.	Preparation & Supply of soft copies of CSV format for tender documents with terms and conditions with respective specification for each work order estimate.	Per work order	2.00			
08.	Supervision: a). B.Sc. Civil Engineer of minimum 07 years' experience or Diploma Eng. (Civil) of minimum 10 years' experience in civil construction supervision (to be deputed on full time basis during construction work at site).	Man-month	12.00			
	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 site).	Man-month	12.00			
09.	Top supervision: Top supervision through qualified B.Sc. Engineer / Architect (B.Arch.) 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 during the execution of other technical works from consultants' head office as per request of S.E / Sr. GM / GM during construction works.	Per visit	8.00			
10.	Reparation and supply of as built drawing and close out statement of consultancy work. The close out statement will include Soil report, Foundation status, Bid document, Constructed expenditure details, As built drawing, foundation architectural & structural. All reports described including drawing shall be submitting 2 sets at A3 size paper.	Per work order	2.00			
Total Amount (Including VAT & TAX) Tk.						

Total Quoted Price TK in Word:

Signature of Tenderer's With Date

1.6 Sample of Contract Agreement Attached.

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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 with Main Gate & Security post & RCC Box Culvert AT SHARIATPUR PALLI BIDDYUT SAMITY, NARABALAKHANA, SHARIATPUR.

This Agreement is made and executed this the day of 2025 between on the one hand Shariatpur Palli Bidyut Samity, Narabalakhana, Shariatpur (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 with Main Gate & Security post & RCC Box Culvert at Shariatpur Palli Bidyut Samity, Narabalakhana, Shariatpur within its geographical area & whereas the Consultant has offered to under take 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 where as 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;

- The Consultant in accordance with general policy approved by the General Manager, Shariatpur Palli Bidyut Samity, Narabalakhana, Shariatpur.
- 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;
- The Client Shall provide such assistance as it is within his power or to expedite for completion for the work and;
- 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 the Construction of Boundary Wall with Main Gate & Security post & RCC Box Culvert at Shariatpur Palli Bidyut Samity, Narabalakhana, Shariatpur. As per feasibility report and soil condition with new foundation of the Construction work of Boundary Wall with Main Gate & Security post & RCC Box Culvert.

3. Scope of services

The Consultant Shall provide the following services:-

- Inspect the site and submission of feasibility report.
- Sub-soil investigation including Laboratory test and test report submit.
- Prepare and submit design and drawing layout plan etc.
- Detailed structural designs & drawing, specifications, cost estimates analysis and tender documents.
- Advise and assist in evaluation of tender documents and award of contract on request by the client.
- Provide fulltime supervision by fresh Graduate Engineer (Civil) , Diploma Engineer (Civil), having 5 years experience & Top supervision by qualified Civil Engineer (Graduate) having & (eight) years experience or Diploma in (Civil), 10 (ten) years experience will monitor and supervise the work at site during construction work. 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.
- The Consultant Head office Engineer will check the contractor bill. Non-tendered item-revised estimate and recommended for payment.
- Preparation and supply of as-built drawing by Consultant (8sets) and close out Document.
- 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

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 10% (ten percent) on each bill will be deducted as Security and retained with PBS. The total amount such deducted shall be refunded after 12 (twelve) months from date of close out of the 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

General Manager

witness

witness

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2.

2.