



Rupantarita Praktik Gas Company Limited (RPGCL)
(A company of Petrobangla)

RPGCL Bhaban, Plot-27, New Airport Road
Nikunja-2, Khilkhet, Dhaka-1229, Bangladesh.

Request for Application (RFA)
For

Selection of Individual Legal Consultant (International)
for accomplishment of legal matters regarding establishment of LNG
Terminals, Execution of LNG supply contracts and disputes settlement
of LNG agreements.

(Time Based)

Invitation for Application No: 28.19.0000.000.701.11.0002.25
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Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated Public fund and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
 - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
 - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.
[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]
3. Eligible Applicants
 - 3.1 International Consultants can be of any national of eligible countries including Bangladesh
 - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
 - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
 - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
 - 3.5 The Applicant has the legal capacity to enter into the Contract
 - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
 - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
 - 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5



4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client , as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.



B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

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



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

Criteria			Points
A. Educational Qualification			20 points
Sl. no	Qualification	Weight	
1	LLM or Equivalent	20%	
2	LLB (Hons) or Equivalent	70%	
3	Other educational Qualifications (preferable Supply Chain/ Economics/MBA)	5%	
4	Membership of relevant Professional body	5%	
	Total	100%	
B. Relevant Working Experience and its adequacy for the assignment			65 points
1	Overall working Experience as legal consultant	20%	
	21 years and above (100%)		
	16-20 years (80%)		
	10-15 years (70%)		
2	Working Experience in LNG Sector as legal consultant	40%	
	12 years and above (100%)		
	8-11 years (80%)		
3	Working Experience in LNG Sector as legal consultant in Bangladesh (at least 5 years)	10%	
4	Working Experience in legal consultancy for the following fields	30%	
	(a) Establishment of LNG Terminal Agreements (10%)		
	3 and above (100%)		
	1-2 Agreements (80%)		
	(b) Execution of LNG supply contract (10%)		
	8 and above (100%)		
	4-7 Agreements (80%)		
	(c) Dispute settlement of LNG Agreements (10%)		
	6 and above issues (100%)		
	3-5 issues (80%)		
	Total	100%	
C. Suitability considering skill (such as training, computer skills, proficiency in English and Bengali languages and others).			10 points
1	Relevant Training (International Procurement/ Contract Management/ Contract Negotiation/ Dispute Settlement):	50%	
	6-10 nos. (100%)		
	2-5 nos. (80%)		
2	Computer Skill :	30%	
	MS Office/M365 Co-pilot+ Other relevant software (100%)		
	MS Office/M365 Co-pilot (80%)		
3	Consultant's Language Skill :	20%	
	English + Bangla (100%)		
	English (95%)		
	Total	100%	
Total points:			95 points



- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70]* shall be considered disqualified.
- 8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

9. Application
Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as "Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract



D. Award of Contract

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



Section 2. Terms of Reference

TERMS OF REFERENCE (TOR)

for

Selection of Individual Legal Consultant (International) for accomplishment of legal matters regarding establishment of LNG Terminals, Execution of LNG supply contracts and dispute settlement of LNG agreements.

1. BACKGROUND:

In Bangladesh, with the growth of industries and power plants the demand for natural gas has been increasing day-by-day. On the other hand the existing reserves of natural gas are depleting gradually. For this reason, The Government of Bangladesh (GoB) is importing gas in the form of Liquefied Natural Gas (LNG) since 2018. Rupantarita Praktik Gas Co. Ltd. (RPGCL)- a company of Petrobangla is conducting LNG related all activities on behalf of Petrobangla and The Energy and Mineral Resources Division (EMRD).

Bangladesh presently operating 2 (Two) Nos. Floating Storage Regasification Units (FSRU) at Moheshkhali, in Cox's Bazar District. The GoB has initiated to establish another new FSRU at Moheshkhali. Additionally a land-based LNG receiving, storage and regasification terminal is planned to be established at Matarbari, Cox's Bazar. Presently, the EMRD and Petrobangla have planned to set up FSRU at Payra, Patuakhali District. The GoB is also planning to bring gas from Bhola Island in the form of LNG. Presently Petrobangla is implementing 5 (Five) long-term and 1 (one) short-term LNG Sales and Purchase Agreements (SPA). In addition, Petrobangla is importing LNG from spot market through a Master Sales and Purchase Agreement (MSPA) with enlisted LNG suppliers.

The LNG infrastructure development and procurement task is divided into: (1) LNG Terminal Development on a Build-Own-Operate (BOO) basis or a Build-Own-Operate-Transfer (BOOT) basis, as established for each infrastructure project, and (2) LNG Sourcing and Procurement on both a Government-to-Government (G2G) procurement and on a full commercial basis and (3) Contract management for Terminal Use Agreements and LNG Sale and Purchase Agreements and other agreements entered into by Petrobangla (and/or the GOB) for or related to LNG (or re-gasified LNG) supply.

LNG Terminal Development:

All the agreements (TUA, IA, SPA, MSPA) are being managed by RPGCL. The rights and obligations of Petrobangla, as the "Buyer", thereunder and is monitoring and evaluating the activities and performance of the Terminal Developers in its delivery of the required "Terminal Services" in relation to the requirements thereunder are also being monitored by RPGCL. EMRD and Petrobangla/RPGCL will consider and will work to conclude agreements with qualified developers for additional FSRUs and land-based LNG receiving and storage facilities on a "BOO" or "BOOT" basis to be located at



identified jetties/locations on or near the Bangladesh coast or, in the case of the supply of regasified LNG, at delivery points at/near the Bangladesh.

LNG Sourcing and Supply:

GoB/Petrobangla has signed Sales and Purchase Agreements for the supply of LNG with Qatar and Oman for sourcing and supply of LNG on G2G basis. Petrobangla has also signed a Sales and Purchase Agreement for the supply of LNG on a long-term basis with Exceleerate Energy for deliveries to begin in early 2026 on a purely commercial basis. Petrobangla/RPGCL is also exploring other LNG sources of secured LNG supply with qualified LNG producers and suppliers for the supply of LNG (or regasified LNG) on a long-term basis under and pursuant to LNG Sale and Purchase Agreements or on a spot market purchase basis under its Master LNG Sale and Purchase Agreement, as directed by the GoB.

Petrobangla/RPGCL has developed a robust Master LNG Sales and Purchase Agreement (MSPA) under which all of its spot purchases of LNG cargos are effected. This MSPA has been well received in the LNG market by LNG suppliers and has provided a satisfactory contractual basis for purchases of LNG by Petrobangla. As the market for LNG changes/evolves, it may be appropriate and helpful to Petrobangla to evaluate the risk allocation in the existing MSPA and make revisions to the MSPA. Such an activity would be undertaken by RPGCL with the help/guidance of the Consultant if and when it is determined to be helpful/necessary.

Under the above circumstances, it has become essential to procure Consultancy Services for the management of the existing Terminal Use Agreements and LNG Sales and Purchase Agreements and the successful implementation and completion of Terminal Use Agreements for new/additional FSRUs and/or land-based LNG receiving and storage terminals and the LNG procurement projects. Petrobangla intends to appoint qualified legal counsel to accomplish the following activities. The thrust of the Consultant's work will be to support, inform, and analyze various options and to support the development of appropriate contracts for FSRU and land-based LNG receiving terminals and LNG procurement as required and as requested by LNG Project Team of RPGCL and the EMRD.

RPGCL plans to hire an Individual LNG legal consultant having required experience, sound knowledge, and expertise in international legal and commercial LNG project practices. The Consultant should be conversant with the Government of Bangladesh's Procurement Guidelines for goods, works, and services. The Consultant will provide strategic and commercial knowledge and support needed to negotiate and close the Terminal Use Agreements and LNG Supply Agreements necessary to implement the GOB's LNG supply and deliver requirements. Additionally, the Consultant will also support GoB's efforts in sourcing LNG on a long-term, short-term and on a spot market basis.



2. OBJECTIVE OF THE ASSIGNMENT:

The objective of the assignment is to secure appropriate legal advice in finalizing Terminal Use Agreements (TUA) and LNG Sales and Purchase Agreements (SPA) and Implementation Agreements (IA) if any, in which Petrobangla/GOB desire to become a party and in managing and evaluating the performance and the rights, obligations and liabilities of the parties under existing TUAs and LNG SPAs.

3. SCOPE OF WORK:

On the broad head the “**Scope of Work**” of the legal consultant (the Consultant) is to finalize TUAs and LNG SPAs, IAs, if any, and associated contract documents with approved project developers and to finalize LNG SPAs (starting from Confidentiality Agreement, Term Sheet, Heads of Agreement and final Sales and Purchase Agreements) with LNG suppliers on a G2G basis and, as appropriate, with other suppliers on a commercial basis, as approved and selected by the EMRD/Petrobangla. Details of which work activities are given below:

3.1. LNG Installation of Facilities.

The scope of the Consultant's work is to draft, review, negotiate and amend and provide legal advice in connection with the TUAs and/or re-gasified LNG supply agreements and the associated implementation agreements, if any, and associated documents and agreements with the project developers and/or terminal companies formed by them, focusing in particular on the following:

- 3.1.1. reviewing TUA/ re-gasified LNG supply agreements for consistency of terms with the indicative term sheet/HOA and international “best practice” and market requirements;
- 3.1.2. advising on the market standard risk allocation for this type of FSRU Project or land-based LNG terminal Project or re-gasified LNG Project, and ensuring that a proper and reasonable risk allocation for Petrobangla (and the GOB) is reflected in the TUA or re-gasified LNG supply agreement (and related Project Agreements);
- 3.1.3. advising on the suitable protectionary provisions for Petrobangla in the TUA or re-gasified LNG supply agreement for the conversion works for the vessel, testing, commissioning, completion and delivery (and any change orders/variations), warranties for equipment, etc., and negotiating and redrafting as necessary;
- 3.1.4. advising on the suitable protectionary provisions for Petrobangla in the TUA or re-gasified LNG supply agreement for the operations and maintenance of the FSRU or the land-based LNG terminal, including procuring suitable warranties and other remedies for performance (and possible credit support), and negotiating and redrafting as necessary, and taking into account dry docking requirements, storage and capacity constraints, and project specific issues for



the Project site, such as interruptions to cargo transfers due to adverse weather;

- 3.1.5. ensuring that all liability and remedy provisions for Petrobangla are suitably interfaced with the other Project Agreements (to the extent drafted), including any relevant finance agreements and security package, and covering all counterparty defaults and termination provisions, as well as ensuring Petrobangla is not exposed to unnecessary liability for introducing off-specification LNG into the FSRU or the land-based LNG terminal or re-gasified LNG Delivery Point;
- 3.1.6. reviewing the proposed force majeure provisions to ensure they provide robust protection for Petrobangla as well as compatibility with the typical force majeure provisions and other default and relief provisions we would expect to subsequently see in the related LNG SPAs and other project agreements to be subsequently put into place;
- 3.1.7. advising on the Transfer mechanism and provisions in the Build, Own, Operate, and Transfer (BOOT) or the Build, Own, Operate, (BOO) modality (if applicable) for supporting the ultimate transfer of the FSRU or the land-based LNG terminal or re-gasification facility at the expiry of the term of the TUA or re-gasified LNG supply facility, including adequate training and local content provisions for Petrobangla;
- 3.1.8. advising on the parties' obligations with respect to construction and performance of all related and ancillary facilities and services, such as dredging, tugs, piloting, land-based storage, connection to pipeline, and interfacing of all ancillary facilities and structuring of back-to-back provisions;
- 3.1.9. advising on customary representations and warranties by each party and other customary provisions including but not limited to insurance, limitations of liability and indemnities; and
- 3.1.10. Advising on any other issues not mentioned above but required to address during finalizing the Project Agreements and associated documents for protecting the interest of Petrobangla.

3.2. LNG Procurement and Supply:

The scope of work is to draft, review, negotiate and amend the LNG SPAs and/or MSPAs re-gasified LNG supply agreements and associated Project documents and agreements (i.e. Confidentiality Agreement, Term Sheet and any other documents submitted by the counterpart) with the LNG suppliers and/or the terminal company formed by them, focusing in particular on the following:

- 3.2.1. Finalizing LNG SPA with LNG suppliers selected by PB/GOB;



- 3.2.2. *Reviewing and/or drafting the draft LNG SPAs and associated documents and verifying compatibility with the signed TUAs and associated documents for consistency of terms;*
- 3.2.3. *advising on the market standard risk allocation for these types of Projects, and ensuring a reasonable and appropriate risk allocation for Petrobangla is reflected in the LNG SPAs;*
- 3.2.4. *advising on the suitable protectionary provisions for Petrobangla in the LNG SPAs and/or re-gasified LNG supply agreements, including Cargo Scheduling, LNG Ship-to-Ship Transfer, LNG cargo acceptance/rejection, warranties for equipment, etc., and negotiating and redrafting the LNG SPA or the re-gasified LNG supply agreements as necessary;*
- 3.2.5. *advising on customary representations and warranties by each party and other customary provisions, including but not limited to insurance, limitations of liability and indemnities;*
- 3.2.6. *revising/updating the MSPA as and when such a revising/updating of the MSPA is determined to be necessary or helpful to Petrobangla or to improve the robustness of the competitive solicitation process for Petrobangla's spot purchases of LNG; and*
- 3.2.7. *ensuring that the sourcing strategy and the LNG SPA and/or re-gasified LNG supply agreements reflect current market conditions, follow industry best practices, and address the needs of Petrobangla and the Government of Bangladesh.*

3.3. Additional assistance

Providing additional assistance at the request of RPGCL/Petrobangla that is necessary and/or appropriate for the successful completion and proper performance of the projects/transactions related to LNG procurement, supply, and processing and the responsibilities of RPGCL in relation thereto, whether presently foreseen/expected or arising in the future, including but not limited to the followings:

- 3.3.1. *Assessing additional legal and or other needs of Petrobangla and the Government of Bangladesh and providing advice on addressing such needs; and*
- 3.3.2 *Providing advice and assistance in dealing with and resolving matters/issues (including disputes) that arise between Petrobangla and the counter-parties to existing TUA or LNG SPA, and the rights and obligations, liabilities and remedies of the parties thereunder.*



3.4 Capacity Development

It's important to strengthen the capacity of RPGCL personnel who are directly involved and will be involved in future in establishing LNG terminals, executing LNG supply contracts, and resolving disputes related to LNG agreements. The consultant will provide the required support/cooperation to facilitate effective knowledge transfer through training sessions, tailored to the identified needs of RPGCL personnel, will be conducted during the consultant's visit to Bangladesh.

4. QUALIFICATION AND EXPERIENCE REQUIREMENT

- *Minimum Bachelor Degree with honours and/or Masters in Law.*
- *Masters in Supply Chain Management/Economic/MBA will be treated as added advantage.*
- *Minimum 10 years of work experience of which at least 8 years should be directly related to the LNG related tasks of advising governments and corporations on all elements of LNG and natural gas value chain (production, liquefaction, shipping, re-gasification, transportation and marketing);*
- *Experience in development of LNG receiving terminals;*
- *Proven technical expertise and knowledge in off-shore floating LNG terminal technologies.*
- *Knowledge of Government of Bangladesh's Procurement system will be preferred.*
- *Experience in managing legal issues related to LNG Construction project is necessary.*
- *Must have in-depth knowledge of LNG market conditions is necessary and commercial practices and contracts with LNG suppliers;*
- *Direct experience in negotiating long-term LNG sale and purchase agreements;*
- *Management of Legal and international issues tenders for major gas infrastructure projects;*
- *Ability to access a network of specialists covering a wide range of technical and commercial disciplines relating to LNG;*
- *Legal aspects of high value and high risk procurement;*
- *Strong interpersonal skills and ability to work effectively in a collaborative environment and under tight time constraints;*
- *Ability to build effective working relations with Clients and Stakeholders.*
- *Excellent communication & writing skills and computer skills in Windows (Word, Excel, Access, etc.) and other required applications.*
- *Understanding of the systems/ procedures in Bangladesh Energy Sector will be of advantage.*
- *The LNG legal and commercial expert must be of international repute with known probity and high integrity.*



5. DUTY STATION:

The consultant will provide consultancy services as and when required basis from home office. If required he/she might travel to Bangladesh or LNG sourcing destination.

6. DURATION OF THE SERVICES

Duration of the consultancy services would be approximately 2970 hours over the period of three years. The Consultant's input will be intermittent and on an "as requested" basis. The following approximate distributions of days are determined for the activities of the services:

6.1. Evaluation of each substantial negotiating response with expert advise with the Project developer of Land Based LNG Terminal and Floating Storage and Regasification Unit (FSRU) targeting finalizing of TUA/IA/Any Other Agreement and Post Contract Advice – 1500 hours;

6.2. Evaluation of each substantial negotiating response from LNG suppliers targeting finalizing of LNG SPA/ Supply Agreement and Post Contract Advice – 410 hours;

6.3. Providing advice and assistance in dealing with and resolving matters/issues (including disputes) that arise between Petrobangla and the counter-parties to existing TUA or LNG SPA, and the rights and obligations, liabilities and remedies of the parties and Legal Advice on any other LNG relevant issues – 820 hours;

6.4. Visits of Consultant/Expert to Bangladesh or LNG sourcing countries (12 Nos. of Visits and duration of each visit around 7 days) – 240 hours;

Overall man-hour and trip will be fixed but category-wise man-hour and trip can be rearranged as per requirement.

7. RESPONSIBILITIES OF RPGCL

RPGCL will provide necessary assistance to the Consultant in carrying out his/her activities and would provide appropriate office space, Internet, travel to site and other associated facilities to carry out his/her activities and responsibilities.



Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable



Form 3A. Application Submission

[Location: dd/mm/yy]

To:

General Manager (LNG)
RPGCL Bhaban, Plot-27, New Airport Road
Nikunja-2, Khilkhet, Dhaka-1229, Bangladesh

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:



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

1	PROPOSED POSITION FOR THIS PROJECT :	[From the Terms of Reference, state the position for which the Consultant will be engaged].		
2	NAME OF PERSON :	[state full name]		
3	DATE OF BIRTH :	[dd/mm/yy]		
4	NATIONALITY :			
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	[state rank and name of society and year of attaining that rank].		
6	EDUCATION	[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].		
7	OTHER TRAINING	[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].		
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>
		<u>Writing</u>		
		e.g. English	Fluent	Excellent
		Excellent		
9	COUNTRIES OF WORK EXPERIENCE			
10	EMPLOYMENT RECORD	[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm. Split General and Relevant Experience].		
	[starting with present position list in reverse order every employment held and state the start and end dates of each employment]	[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].		
	EMPLOYER 1	FROM: [e.g. January 1999]	TO: [e.g. December 2001]	
	EMPLOYER 2	FROM:	TO:	
	EMPLOYER 3	FROM:	TO:	
	EMPLOYER 4 (etc)	FROM:	TO:	



11	Working Experience in legal consultancy for the following fields		
	(a) Establishment of LNG Terminal Agreements	Nos. of agreement	Name of Project
	(b) Execution of LNG supply contract	Nos. of Contract	Name of the contract
	(c) Dispute settlement of LNG Agreements	Nos. of dispute settlement	Name of the party
12	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>	
12	COMPUTER SKILL		

CERTIFICATION

[Do not amend this Certification].

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature			
Print name			
Date of Signing			
dd / mm / yyyy			



Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1** .

(1) Remuneration

Rate (USD/hr)	Staff Time (No. hour)	Total (USD)
	2970	

(2) Reimbursable (as applicable)

	Rate per unit	Total unit	Total Amount (USD)
(a) Per Diem Allowance [<i>Per day</i>]		84	
(b) Air Travel Costs [<i>Round trip</i>]		12	
(c) Other Expenses (<i>Local Transport, Visa Expenses, and other expenses</i>) [lump-sum]	-	-	
		Sub-total	

CONTRACT CEILING (1) + (2)	
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Section 4. Contract Forms

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



4.1 Contract Agreement (Time-based)

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

1. Services
1.1 The Consultant shall perform the Services specified in Annex A (*Description of Services*), which are made an integral part of the Contract.
2. Duration
2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
3.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.



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

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

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

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

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

- | | |
|---------------------------------|--|
| 4. Applicable Law | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh |
| 5. Governing Language | 5.1 The language governing the Contract shall be English. |
| 6. Modification of Contract | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. Ownership of Material | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant. |
| 9. Contractual Ethics | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution. |



Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on hourly
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in USD by the end of each calendar month or within Thirty (30) calendar days of receipt of the Invoice as the case may be.
- 13.2 **Advance Payment:** N/A
- 13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within Thirty (30) calendar days of receipt of the invoice.
- 13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder



if the Consultant fails to perform his/her obligations under this Contract.

- 13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

Obligations of the Consultant

14. Medical Arrangements 14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
15. Working Hours and Leave 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.
16. Performance Standard 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
17. Contract Administration 17.1 **Client's Representative**
The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 17.2 **Timesheets**
The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.
18. Confidentiality 18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
19. Consultant's Liabilities 19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
20. Consultant not to be Engaged in Certain Activities 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.



Obligations of the Client

21. Services, Facilities and Property 21.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

Termination and Settlement of Disputes

22. Termination 22.1 **By the Client**
The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 22.2 **By the Consultant**
The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
23. Dispute Resolution 23.1 **Amicable Settlement**
The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 23.2 **Arbitration**
If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



ANNEX A: Description of the Services

As mentioned in Section 2 of RFA



ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of Consultant	Rate, USD	Quantity	Total USD
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on <i>hourly</i> rate		Sub-Total (A)	

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(USD)	Total (USD)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance	Per day	84		
(b) Air Travel Costs	Round trip	12		
(c) Other Expenses (Local Transport, Visa Expenses, and other expenses)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

CONTRACT CEILING (A) +(B)=	Total =
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ANNEX C: Consultant's Reporting Obligations
(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Quarterly Report	Updates/Activities completed	General Manager (LNG)	
2	Yearly Report	Updates/Activities completed	General Manager (LNG)	



Rupantarita Prakritik Gas Company Limited

(A Company of Petrobangla)

RPGCL Bhaban, Plot-27, New Airport Road, Nikunja-2, Khilkhet
Dhaka-1229, Bangladesh
www.rpgcl.org.bd

Ref. no: 28.19.0000.000.701.11.0002.25

Date: 19 October 2025

Request for Expressions of Interest for Individual Legal Consultant

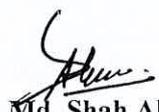
Rupantarita Prakritik Gas Company Limited, a company of Petrobangla, intends to appoint an Individual International Legal Consultant to provide legal support service on LNG contracts related activities.

1	Ministry/Division	:	Ministry of Power, Energy & Mineral Resources/ Energy & Mineral Resources Division
2	Agency	:	Bangladesh Oil, Gas & Mineral Corporation (Petrobangla)
3	Client Name	:	Rupantarita Prakritik Gas Company Limited (RPGCL)
4	Client Code	:	007
5	Client District	:	Dhaka
6	Expression of Interest for Selection of	:	Individual Legal Consultant (International) (1 No.)
7	EOI Ref No.	:	28.19.0000.000.701.11.0002.25
8	EOI Publication Date	:	20-10-2025
KEY INFORMATION			
9	Procurement Method	:	Selection of an Individual Consultant (SIC)
FUNDING INFORMATION			
10	Source of Funds	:	Own Fund
11	Development Partners	:	None
PARTICULAR INFORMATION			
12	EOI Closing Date and Time	:	Date: 11-11-2025 (Tuesday) Time: 12:00 PM (BST)
13	EOI Submission Place	:	Online (Email Address : gmlng@rpgcl.org.bd)
INFORMATION FOR APPLICANT			
14	Brief Description of Assignment	:	Accomplishment of legal matters regarding establishment of LNG Terminals related contracts, execution of LNG supply related contracts and disputes settlement of existing and future LNG contracts.
15	Qualification and Experience	:	The detailed ToR for the above position (Qualification and Experience) Mentioned in RFA and can be found at RPGCL website www.rpgcl.org.bd
16	Other Details	:	(a) Applicants shall have to submit EOI as per the guideline mentioned in RFA. (b) Only shortlisted candidates will be invited for interview. (c) The Request for Application (RFA) is available at www.rpgcl.org.bd
CLIENT DETAILS			
17	Name of Official Inviting EOI	:	Engr. Md. Shah Alam
18	Designation of Official Inviting EOI	:	General Manager (LNG)
19	Address of Official Inviting EOI	:	RPGCL Bhaban, Plot-27, New Airport Road, Nikunja-2, Khilkhet, Dhaka-1229, Bangladesh
20	Contact Details of Official Inviting EOI	:	Phone no. +88-02-41040345 Email: gmlng@rpgcl.org.bd
21	Special Instruction	:	(d) The procuring entity reserves the right to reject any or all EOIs without assigning any reason whatsoever. (e) Procurement shall be conducted in accordance with Public Procurement Rules, 2025.

Interested eligible consultants may obtain further information and can see EOI documents free of cost at RPGCL website www.rpgcl.org.bd

Phone no.: +88-02-41040345
Email : gmlng@rpgcl.org.bd




Engr. Md. Shah Alam
General Manager (LNG)
RPGCL, RPGCL Bhaban Nikunja-2
Khilkhet, Dhaka-1229, Bangladesh