

**Government of the People's Republic of Bangladesh
Bangladesh Economic Zones Authority**



Prime Minister's Office

**Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE
Project, Project No.: P170688, Credit No.: IDA 6676-BD)**

Biniyog Bhaban (Level-9), E-6/B, Agargaon, Sher-E-Bangla Nagar, Dhaka-1207, Bangladesh

Pre-Proposal Meeting Minutes

For

Feasibility for establishing desalination plant at BSMSN

(Package No: PMC-8A-BSMSN-BEZA)

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15 April 2024

Government of the People's Republic of Bangladesh
Bangladesh Economic Zones Authority
Prime Minister's Office
Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE
Project, Project No.: P170688, Credit No.: IDA 6676-BD)

Minutes of Pre-Proposal Meeting for Feasibility for establishing desalination plant at BSMSN (Package No: PMC-8A-BSMSN-BEZA)

Venue : BEZA Conference Room, Biniyog Bhaban, E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

Date & Time : 28 March 2024 at 11:00 AM Local Time

Chairperson : **Abdullah Al Mahmud Faruk**
Project Director
Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project
(Bangladesh PRIDE Project), BEZA

List of participants : Attached in **Appendix-1**.

At the beginning of the meeting, the chairperson welcomed the participants and delivered a brief introduction about Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE Project). He also highlighted objectives of the pre-proposal meeting and then delivered a short presentation on different issues of this consultancy services and Request for Proposal (RFP) document to get convenient the shortlisted Consultants for preparation of the proposal. In the meeting, it has been stated the background of the consultancy services and selection method as well as major areas of RFP document, important clauses of Instructions to Consultants (ITC), Proposal Data Sheet (PDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), provisions to manage cyber security risks, selection criteria, points allocated for different criteria with their relevant sub-criteria, type of contract, objectives and the scope of the services.

Subsequently, the chairperson highlighted the relevant clauses of which major clauses are; (a) ITC Clause 11.1: The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected, (b) ITC Clause 12.3: If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5 (Fraud and Corruption), (c) ITC Clause 15.1.1: Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive, (d) ITC Clause 17 and ITC Reference Clause 17.4 of Data Sheet: the prospective consultant shall submit one (1) original, one (1) copy & one (1) USB drive of the Technical Proposal and one (1) only original copy of the Financial Proposal. No copy of



the financial proposal is acceptable to submit. All copies of the technical proposal shall be made from the signed original. The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal". The original Financial Proposal shall be placed inside of a separate sealed envelope clearly marked "Financial Proposal".

The Chairperson of the meeting then invited questions/queries from the participating Consultants and/or their representatives. Subsequently their queries along with the explanations/clarifications are provided as follows:

Sl. No.	Query raised by the Consultants	Clarifications provided
1.	The Financial Proposal should state local costs in the Client's country currency (local currency). Please confirm whether the financial proposal can also be quoted in US Dollars.	Please follow the ITC Reference Clause 16.4 of Data Sheet. Consultant may express the price for their services in any fully convertible currency, singly or in combination of up to three foreign currencies. It implies that Bangladeshi Taka and other three foreign currencies which may also include US Dollar. The portion of the price representing local cost shall be stated in the national currency (Bangladeshi Taka).
2.	According to the RFP: The single currency for the conversion of all prices expressed in various currencies into a single one is Bangladeshi Taka (BDT). We request you to make all payments in US Dollar currency in the consultant's home country bank account.	The currency conversion applies only to calculating the evaluated price. The payment will be made according to the financial proposal stated in Form FIN 1-4 in accordance with the ITC Reference Clause 16.4 of Data Sheet.
3.	According to ITC Clause 21.1 of Data Sheet: 10 Key Experts position is required. We understand that the Consultant is required to submit CVs for the mentioned 10 Key Experts.	Yes, CV of each Key Experts to be submitted in the format of Form TECH-6 CURRICULUM VITAE (CV). In addition to the 10 Key Experts, the consultant may hire adequate number of qualified researchers, experts and support staffs as deemed necessary which to be specified with qualification and experience information during RFP submission in the same CV format.
4.	Please allow the signing of CVs by the Authorized Signatory of the Firm. The successful bidder shall submit the CVs duly signed by the respective expert during contract negotiations.	Please follow the Form TECH-6 CURRICULUM VITAE (CV): The Expert signature must be confirmed in the CV during Proposal preparation and submission. Please also carefully go through ITC Clause 12.3.

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5.	Please clarify whether the client will make payment to the Lead member and JV Partner separately or directly to the Lead Partner.	Payment shall be made to the account (s) of the Consultant according to General Conditions of Contract Clause 46.2.4.
6.	Due to any reasons beyond the control of the Consultant/Client, if this consultancy assignment extends beyond 9 months, client will provide additional applicable fee for the additional extended period. This would help in reducing the financial burden on the Consultant and smooth completion of the project. Please include appropriate Price Adjustment clause.	Price adjustment is not applicable for this package. Please follow the ITC Reference Clause 16.2 of Data Sheet.
7.	Please clarify on the applicable taxes, direct taxes, local taxes, all local Identifiable indirect taxes, Withholding taxes (WHT) etc.	Please follow ITC Clause 25.1 of Data Sheet. The existing rates are: VAT 15%, AIT 20% for International Contract. For accuracy of the purpose, please also get present information from the National Board of Revenue (NBR) of Bangladesh.
8.	Please consider an interest rate of 7% towards delayed payments to the consultant.	The Special Conditions of Contract Clause 47.1 has been amended as follows: The interest rate: For local currency (BDT), the prevailing percentage interest rate of Bangladesh Bank. For foreign currency(ies), the prevailing interest rate of the central bank of the country(ies) of the foreign currency(ies) under the contract.
9.	Please allow PMC, Construction Supervision, DPR projects related to Water Supply, Water Treatment Plant projects as similar experiences.	Feasibility Study for implementation of PPP project will be considered for the similar nature assignment which was communicated in the REOI notice.
10.	Please allow to keep a maximum of 10 completed / substantially completed (with 80% progress) in last fifteen years.	Please follow the requirements of Form TECH-2 B-Consultant's Experience (page 47 of RFP document).
11.	This is a Lump-Sum mode of contract. Kindly confirm whether all the inputs/deliverables can be delivered from the Consultant's Home country and the experts are only required to attend client's office for review meetings and presentations, as and when required.	Considering nature of the assignment, the experts are required to an adequate time input at field.
12.	According to the ToR: at least 2 of the 4 Key Experts namely Team Leader, Desalination/engineering expert, PPP/ Project Financing Expert, Chemical	Please follow the Clause 6 of Section 7. Terms of Reference of the RFP Document.

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	Engineer must have direct working experience with the Firms having experience of the same assignment. Please remove this clause and allow us to submit suitable CVs of Freelance consultants who are engaged with the consultant in the long term.	
13.	General Condition of Contract Clause 46.2.2 The Lump-Sum Installment Payments: The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. Please consider making consultant's payment within 30 days on receipts of invoices.	The General Condition of Contract Clause shall not be modified.
14.	Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract. Please consider the maximum Liability under this Consultancy contract shall be limited to 5% of the Consultancy contract amount.	Please follow the Special Conditions of Contract Clause 23.1.
15.	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 110% of the total ceiling amount of the contract price; Please limit the value of the Professional liability insurance to 100% of the Consultancy contract amount.	Please follow the Special Conditions of Contract Clause 24.1.
16.	Please allow an advance payment of 10%.	Please follow the Special Conditions of Contract Clause 46.2.1.
17.	Please confirm if any environmental procedures are required for the approval of the feasibility study.	Please follow the Terms of Reference for accomplishment of Environmental and Social due diligence of this study.
18.	K-1 Team Leader/ PPP Expert: In terms of educational qualifications, a background in engineering is essential, along with prior experience in working on desalination projects. We also suggest Similar Experiences should be any where rather than South Asian Countries in order to	The qualification of K-1: Team Leader/PPP Expert has been amended. Please see the corrections contained in Amendment-01 about qualification of K-1: Team Leader/PPP Expert. Regarding experience

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	not overlook other regions with leading desalination experience.	and other relevant issues please follow Clause 7 Section 7: Terms of Reference of RFP Document. On the other hand, the experience in Bangladesh and/ or other South Asian countries would be preferable, not mandatory.
19.	K-2 Desalination Engineering/ Technical Expert. Please consider in the Experience section, "similar experiences should be any where rather than South Asian Countries" and "Desalination project experience should be any where rather than South Asia"	Please carefully go through Clause 7 Section 7: Terms of Reference of RFP Document for the requirements for K-2: Desalination Engineering/ Technical Expert. The experience in South Asia is preferable, not mandatory.
20.	Section 7 Page of RFP - 87 K-3 PPP/ Project financing Expert: Please consider adding the degree of Economics in qualification	The qualification of K-3: PPP/project financing expert has been amended. Please see the corrections contained in Amendment-01 regarding qualification of K-3: PPP/project financing expert.
21.	Section 7 Page of RFP – 89 K-4 Legal Expert: Please consider in Experience section, similar experiences to be any where rather than South Asian Countries.	The experience in South Asian Countries is preferable, not mandatory.
22.	<p>We request to include the following Legal clauses:</p> <ul style="list-style-type: none"> • No Party shall be liable for anything done or omitted to be done by it in connection with the performance of any duties or responsibilities consultants under this Contract, except for its' own wilful misconduct or as expressly provided by applicable law. • The Disputes which could not be mutually resolved in reasonable time shall be resolved through binding Arbitration to be conducted under Indian Arbitration and Conciliation Act, 1996. • Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement. • Any work done in addition to the agreed scope of work shall be charged extra. <p>The successful consultant may suspend its services under the Contract with an immediate effect, if it is</p>	Please follow the Conditions of Contract as mentioned in the RFP Document.



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	not paid as per the Terms and Conditions of this Contract.	
23.	<p>Please consider including the following in the Format of Agreement Schedule:</p> <p>INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement.</p>	Please follow the Conditions of Contract as mentioned in the RFP Document.
24.	<p>Please consider including the following in the Format of Agreement Schedule:</p> <p>ADDITIONAL SERVICES – Consultant shall make available on CLIENT's request such services as may be mutually agreed between CLIENT and Consultant in addition to those described in this Agreement. The terms and conditions for such additional services shall be mutually agreed upon between CLIENT and The Consultant. Consultant shall not commence any work on Additional services till the Consultant receives an official written communication to proceed with such services with clearly defined scope & commercial implications.</p> <p>Further, if the Consultant is required to re-do certain services which are already totally or partially complete due to reasons such as instructions from CLIENT or changes in data/documents/information provided by CLIENT or his vendors or Consultant or changes in design codes, standards, statutory rules and regulations or any other reasons not attributable to the Consultant, Consultant shall be compensated by CLIENT for such re-work on such terms and conditions as shall be mutually agreed upon between the CLIENT and Consultant. The Consultant shall not commence any work on re-doing such services till the Consultant receives an official written communication to proceed with such work with clearly defined scope.</p>	Please follow the Conditions of Contract as mentioned in the RFP Document.
25.	<p>Additional Clause proposed.:</p> <p>If Project gets delayed beyond agreed duration during contract agreement for reasons not attributable to the Consultant, Consultant's compensation for balance scope of Project should be escalated at 7% per annum year on year.</p>	Contract implementation will be dealt with in accordance with the Conditions of Contract as stated in the RFP Document.
26.	We understand that all the studies / surveys / assessment required to establish Sea Water Intake and Outfall locations and pipe routing have been	The Consultant is requested to visit and examine the project site and carry out necessary surveys,

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	done by the BEZA and results / reports / data will be shared with successful consultant.	investigations and obtain information that may be required for preparing the Proposal and entering into the contract. Client may provide necessary support to identify the area and access the area. However, the client will share any relevant data if available with the client.
27.	We understand that all type of NOC / statutory approvals / permissions / permits from Government agency / authorities will be taken by the BEZA. Please confirm.	The Consultant will obtain the necessary permission for accomplishment of the Service at his own responsibility. The Client may assist the Consultant in getting permission if required.
28.	Please include the information on No. of revisions & hard copy deliverables in Contract price. Additions to it should be charged extra to Client.	Please follow the Terms of Reference Clause 8. The note below the table has mentioned that **10(Ten) copies of each report has to be submitted along with a soft copy. All submissions must be accompanied by a Multi-Media presentation to BEZA officials at BEZA conference room.
29.	Knowledge of the hydrological regime of a region or a watershed is a crucial prerequisite for this hydrological work. Please confirm if hydrogeological studies including geophysical testing required.	The information regarding Hydrogeological studies including geophysical assessment addressing the terms of reference for the study area that is deemed to be necessary to prepare the proposal needs to be collected by the consultant.
30.	Component I: Please confirm if there is recorded information for the last years concerning water flows and water qualities of the drinking water and wastewater treatment plants.	The information that is deemed necessary to prepare the proposal to addressing the terms of reference needs to be collected by the consultant. The client will share the reports that are available to them.
31.	Component I: Please confirm, if detailed sea water quality data is available or the consultant should propose a field campaign. In case a field survey is to be done, it will be reduced to single samples or a more extensive survey. In the case of re-cycled water analysis, should the consultant consider campaigns at existing treatment plants? If yes, please indicate the type of campaign, single samples or more extensive campaigns	The detailed sea water data is not available with the client. The consultant should propose necessary field surveys to address the requirement of terms of reference. The field surveys may include detailed sea water analysis, recycled water analysis or relevant information necessary to address the requirements of the ToR.
32.	Component I: Please define if the consultant will have to carry out field works: Topography, Geology	The consultant may carry out field works if it finds necessary to address the requirements of the ToR.

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	and Geotechnics, etc. for the development of the feasibility study.	
33.	Component 2. Market Sounding: Please indicate if the consultant should include the realization, publicity or documents such as videos, advertisements, etc.	The consultant may include any process/documents/methods which will be effective for the market sounding.
34.	Please confirm whether the duration of the consultancy includes review, processing and approval times.	Yes
35.	Please confirm whether the land on which the desalination plant is to be located has already been legally cleared.	Yes
36.	Could you please clarify what level of detail you are expecting at this stage of the study: Feasibility, preliminary design or detailed design?	Please follow Section 7: Terms of Reference.
37.	The ToR's often refer to previous or existing studies (Master Plan, seawater analysis report.): will the consultant have to purchase those studies or will they be available?	The client will provide the reports at the consultant's request that are available to the Client. The consultant needs to collect other studies/reports by themselves at their own initiatives.
38.	Could you please clarify whether the electrical power line to supply the desalination plant lies inside or outside the PPP transaction.	All the necessary infrastructures required for the establishment and operation of the desalination plant needs to be considered within the PPP transaction.
39.	Assessment of water demand is roughly 30 MLD at this stage. Is there any study/documentation supporting this demand or shall the consultant proceed to a detailed analysis of water demand based on population projection (if existing), industry and administration forecasts (hospital, military camps, etc.) to be integrated in BSMSN?	A study on the total water availability at BSMSN can be found in the water demand and water availability assessment report in the link: https://beza.gov.bd/wp-content/uploads/2020/09/Water-demand-and-water-availability-assesment-for-Bangladesh-Shekh-Mujib-Shilpanagar.pdf . The Consultant to be updated the existing information in accordance with the recent developments and water demands.
40.	The Master plan of BSMSN (2020) mentions 2 desalination plants of total capacity 675 MLD (to produce 270 MLD of clear water). Perhaps this station should be 300 MLD rather than 30MLD?	The demand should be revised as per the current scenario, development practices and actual requirements for Desalination plants at BSMSN.
41.	The entity responsible for the validation of the deliverables does not clear. In the ToR it is written: «...if approved by BEZA and other Government of Bangladesh entities» or «...approvals from Cabinet Committee for Economic Affairs (CCEA), any other Government of Bangladesh institution or	The deliverables will be first reviewed by BEZA. After that World Bank will review the deliverables as the project is funded by them. Additionally, as this is a PPP project, the deliverables will also be reviewed


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	World Bank». The consultant note that this point should be clarified in order to ensure that the project is finished in 9 months, as validations will be a critical point to keep the project moving forward.	by the PPP authority. The client will take necessary measures for the approval of the project from Cabinet Committee for Economic Affairs (CCEA) but the consultant will provide necessary technical support such as providing necessary information's, preparing Power Point presentation to expediate the approval etc.
42.	Section 7 Page 77 – 4. Detailed Tasks Component 1(a): “Consultant shall use primary data for carrying out this assessment in BSMSN along with existing available data from recent studies, relevant national agencies, various regional institutions involved in collection and management of water related data.” Could you please clarify what do you mean by “primary data”? Is the consultant expected to conduct field investigation and analysis? If yes, please indicate what kind of investigations are already conducted and what shall be needed from the consultant so that Consultants can include this element accordingly to their financial proposals.	The consultant is expected to conduct field investigation and analysis to collect the firsthand data (primary data). The consultant needs to determine the types of investigation required based on the requirements of the terms of reference.
43.	Section 7 Page 77 – A. Technical due diligence: “(a) a complete assessment of geotechnical conditions to identify any potential technical problem that can impact the project” Could you please confirm there will be no new geotechnical assessments to be conducted by the Consultant? Could we assume the Consultant is expected to analyze the existing geotechnical investigations to understand the conditions?	The consultant may require geotechnical investigation to address the requirements of the terms of reference. The consultant may collect any relevant information from the client if available with the client.
44.	Section 7, TOR, Page 84, Component 2: Market Sounding: The Consultant should conduct at least one offline market sounding workshop in Dhaka, inviting as many potential members of the target audience as possible, in association with BEZA and engage intensively to get a good understanding of the attractiveness and challenges with the project and proposed project structure. The Consultant should build in the costs for conduct of such a 2-3 hour workshop, including costs for venue, catering, etc., in Dhaka, into its financial proposal.” Could you please provide more details on the expected number of participants etc. so that all consultants may be able to provide the financial proposal in the same basis.	The consultant needs to maintain representation from all relevant parties related to PPP transaction of a desalination plant which may include people from technology providers, developers of desalination plant, possible construction and O & M partners, lenders, relevant regulatory agencies etc. The consultant needs to propose an estimation of number of participants based on their knowledge of desalination technology, PPP markets etc.

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45.	We request for an extension of time of three weeks to ensure our proposal reflects as much as possible the requirements.	Sufficient time (more than 30 business days) has been allocated for preparation and submission of the Proposal. Please follow the ITC Reference Clause 17.7 and 17.9 of Data Sheet for Proposal submission deadline.

The clarifications/modifications described above shall form an integral part of the Request for Proposal Document.

As there was no other issue to discuss, the Chairperson then concluded the meeting with a vote of thanks to all participants.


 15/04/2024
 Abdullah Al Mahmud Faruk
 Project Director
 Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project
 Bangladesh PRIDE (P170688)
 Bangladesh Economic Zones Authority (BEZA)
 Biniyog Bhaban (Level 7,8,9)
 Plot#E-6/B, West Agargaon, Dhaka 1207, Bangladesh.
 Phone: +8802 44826009
 E-mail: pd.pride.beza@bsmsn.gov.bd

Memo No.: 03.07.0000.056.011.208. 23-465

Date: 15/04/2024

Copy forwarded:

(1) Mr.



Government of the People's Republic of Bangladesh
Bangladesh Economic Zones Authority
Prime Minister's Office



Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE Project, Project No.: P170688, Credit No.: IDA 6676-BD)
Biniyog Bhaban (Level-9), E-6/B, Agargaon, Sher-E-Bangla Nagar, Dhaka-1207, Bangladesh

Addendum-01

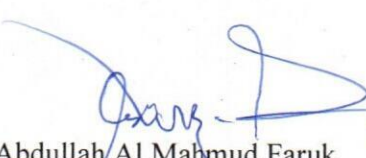
Letter No. 03.07.0000.056.011.208. 23- 466

Date: 15.04.2024

It is notified for all concerned that the following amendments are hereby made in the Request for Proposal (RFP) of "Feasibility for establishing desalination plant at BSMSN", Package no.: PMC-8A-BSMSN-BEZA.

Sl. No.	Reference Criteria/Clause/ Identification	Existing	Amended
1	Special Conditions of Contract Clause 47.1	The interest rate is: Euribor (6 months) plus 1% fixed rate	The interest rate: For local currency (BDT), the prevailing percentage interest rate of Bangladesh Bank. For foreign currency(ies), the prevailing interest rate of the central bank of the country(ies) of the foreign currency(ies) under the contract.
2	Qualification of K-1: Team Leader/PPP Expert (Clause 7 of ToR)	Master's degree in business administration/ Chartered Accountant / CFA or similar with a bachelor degree in engineering would be preferred.	Master's degree in Economics/ Business Administration/ Finance/ Chartered Accountant/Engineering/Supply Chain Management / CFA or similar with a Bachelor degree in engineering would be preferred.
3	Qualification of K-3: PPP/project financing expert (Clause 7 of ToR)	Master's degree in finance/business administration/ Chartered Accountant / CFA or similar	Master's degree in Economics/Finance/Engineering/Business Administration/ Chartered Accountant / CFA or similar

This Addendum notice includes the pre-proposal meeting minutes shall form integral part of the Request for Proposal (RFP) Document. All other terms and conditions as laid down in the Request for Proposal (RFP) document will remain unchanged.


Abdullah Al Mahmud Faruk
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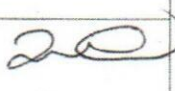
15/04/2024

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Biniyog Bhaban (Level 7,8,9), Plot#E-6/B, West Agargaon, Dhaka 1207, Bangladesh

Pre-Proposal Conference Attendance Sheet

Package Name : Feasibility for establishing desalination plant at BSMSN
Package No. : PMC 8A-BSMSN-BEZA
Meeting Date and Time : 28 March 2024, Time: 11:00 Local Time
Place : Conference room, Level 9,
Biniyog Bhaban, West Agargaon, Dhaka 1207, Bangladesh
Chairperson : Abdullah Al Mahmud Faruk
Project Director, BSMSN Development Project, BEZA

Name of the Participants and identification

Sl. No.	Name of the Participant	Designation and Address	Email address and mobile number	Signature
	David M Khan	Director, Esolve International, Ltd 66/A Central Rd Dhaka-1205	david@esolve int.com 01713202763	D M Khan
	Jaek Rahman Bishal	Assistant project Engineer, ESOLVE International Ltd.	bik@esolve@gmail.com 01521573330	
	Prasanta kumar Acharya	Assistant consultant EQMS Consulting limited	Prasanta.kumar @eqms.com.bd	Pracharya.
	MD. ABDUL AZIZ	Procurement Consultant		
	MD. ABDUL QADIR KHAN.	Social consultant BSMSN DP.	aqk@qad social.com	