

Government of the People's Republic of Bangladesh
Local Government Engineering Department
Greater Dhaka Rural Infrastructure Improvement Project-3
62, West Agargaon, LGED Regional Office,
Level-8, Sher-e-Bangla Nagar, Dhaka-1207.

উন্নয়নের গণতন্ত্র
শেখ হাসিনার মূলমন্ত্র

Request for Application (RFA) for Selection of Individual National Consultant

RFA Ref No. 46.02.0000.915.11.003.18.2181

Date: 04-09-2019

The Local Government Engineering Department has been allocated public funds from the Government of the Peoples Republic of Bangladesh (GOB) towards the cost of the Greater Dhaka Rural Infrastructure Improvement Project-3 and it intends to apply part of the proceeds of these funds to payments under the contract for the provision of consultancy services as stated below.

The services include and the qualification and experience required for the assignment are as follows:

No	Position	Post	Qualification	Experience
Individual Consultant				
01.	Consultant for Large Bridge Design	01	Minimum B.Sc. in Civil Engineering from any reputed University.	*At least 5 years of RCC Structural Design experience. * Should have Prestressed Bridge Design experience at least for 3 years.

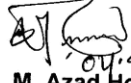
The Project Director, Greater Dhaka Rural Infrastructure Improvement Project-3 (GDP-3), LGED now invites application from the eligible Applicants for the position. Applicants are invited to provide information indicating that they are qualified to perform the services (complete CV with other details as required in the TOR & other documents).

Consultants will be selected using the selection of individual consultant sub-method in accordance with the Public Procurement Rules 2008. It is expected that the services will be commenced from 1st November' 2019 at The Project Director, Greater Dhaka Rural Infrastructure Improvement Project-3 (GDP-3) Office/ Design Unit of LGED under the Authority of Greater Dhaka Rural Infrastructure Improvement Project-3 (GDP-3), up to 30 Months from the date of commencement.

Interested consultants are required to submit their Application in accordance with the standard Application Forms which may be obtained from the office of the undersigned during normal office hours or available in the **website: www.lged.gov.bd**.

Application shall be submitted by 06/10/2019 within 3.00 pm, in sealed envelope delivered to The Project Director, Greater Dhaka Rural Infrastructure Improvement Project-3 (GDP-3), LGED. Applicants who are already in employment shall have to send their application through proper channel, otherwise their applications will not be considered.

The Procuring Entity reserves the right to accept or reject any or all the RFA without assigning any reason whatsoever.


04.9.2019
(J. M. Azad Hossain)
Project Director,
Greater Dhaka Rural Infrastructure
Improvement Project-3 (GDP-3).

RFA Ref No: 46.02.0000.915.11.003.18.2181/1(7)

Date: 04-09-2019

Copy forwarded for kind information and necessary action:

1. Chief Engineer, LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
2. Additional Chief Engineer, Implementation, LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
3. Additional Chief Engineer, Dhaka Division LGED, 62 West Agargaon, Dhaka-1207.
4. Superintending Engineer (Admin), LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
5. Copy for CPTU.
6. Unit-in-charge, GIS Unit, LGED, he is requested to publish the notice on LGED website on or before 08/09/2019.
7. Manager Advertisement, The Daily Sun/The Daily Jay Jay Din. (You are requested to publish the above RFA notice for one day on or before (08/09/2019)



Government of the People's Republic of Bangladesh
Local Government Engineering Department
Greater Dhaka Rural Infrastructure Improvement Project-3
62, West Agargaon, LGED Regional Office,
Level-8, Sher-e-Bangla Nagar, Dhaka-1207.

Request for Application (RFA)
for
Selection of Individual Consultant (National)

Name of Positions:

Individual Consultant (National):

- 1. Consultant for Large Bridge Design**

Request for Application No.:

Issued To :

September-2019

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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 for Grater Dhaka Rural Infrastructure Improvement Project-3 and intends to select Individual Consultants 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 and selection criterion have been mentioned in Terms of reference in Section 2]
3. **Eligible Applicants**
 - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
 - 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:
- ❖ Form 3A: Application Submission Form;
 - ❖ Form 3B: CV of the Applicant; and
 - ❖ Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable 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 **6th October 2019** within 3.00 PM, 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
• Educational Qualification	<i>25 points</i>
• Relevant Working Experience and its adequacy for the assignment	<i>60 points</i>
• Suitability considering age, skill (such as training, computer skills and others).	<i>10 points</i>
Total points:	95 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying 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

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

Negotiations

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 finalize 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 1st **November 2019** at **62 West Agargaon, LGED Regional Office, Dhaka 1207**. The duration of the contract shall be **30 Months** from the date of commencement. In may be increased or decreased if it is need of the project.



Section 2. Terms of Reference

Terms of Reference (ToR) for Large Bridge Designer

1.0 Background of the assignment

“Greater Dhaka Rural Infrastructure Improvement Project-3” has been prepared in line with the strategy of the rural development projects for socio-economic development of local people. The proposed development works will provide easy and uninterrupted access to the rural areas, ensure marketing facility for agricultural products and boost rural economy by creating commercial and employment opportunities which in turn will directly benefit the poor and reduce poverty. With the above background, to create uninterrupted road network and to improve connectivity, this project has been prepared. So, the project would establish communication network and ensure socio-economic development without disturbing local environment.

The Project has been approved by the ECNEC on 24-10-2017. The total project cost is Tk.1760.00 crores and tenure of the project is 01-07-2017 to 30-06-2022. It is a GoB funded project. Under this project, 121 important bridges & Culverts will be constructed on rural roads within the Project Area(Dhaka, Narayanganj, Munshiganj, Gazipur, Narsingdi, Manikganj). A portion of the project fund will be utilized to employ Individual Consultants for Large Bridge Design (With support staff – Auto CAD Operator)

2.0 Objective of Consultancy Services

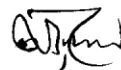
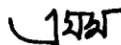
The objective of the consultancy service is to assist the Local Government Engineering Department (LGED) to construct important bridges on rural roads within project area and at different location of our country as desired by the authority with specified technical standards, quality and time-frame.

3.0 General Scope of the Consultancy Services

The overall scope of work of the consultant is to assist LGED in connection with the design, construction supervision and quality control for the construction of bridges. The service includes but not limited to the following activities:

- a) Review of all relevant project documents including the hydrological and morphological study report, topographical survey report, sub-soil investigation report, detailed design and drawings, specifications etc and suggest modifications and changes as necessary to the Project Director;
- a) Conduct structural design of some bridges as well as the river training works and approach roads with direct guidance of design unit, LGED & the concerned Project Director, LGED.
- b) Assist the Project Director in overall project management, contract administration, progress monitoring etc.
- c) Assist for timely implementation of the project with effective guidance, supervision, and quality control.
- d) Assist to identify implementation problems and provide solutions, review project progress, co-ordinate with all concerned involved in implementation and report to the Project Director (PD).
- e) Advice PD on contractual matters and give assistance in settlement of claims or disputes (if any arises), in accordance with the procedure laid down in the Conditions of Contract.

4.0 Specific Scope of Work of Large Bridge Designer.



The Large Bridge Designer will work under the guidance of the Design Unit, LGED and the concerned Project Director. He/she will be responsible and accountable for his works to the Project Director and the superintending Engineer (Design), LGED. The responsibilities of the "Large Bridge Designer" would be, but not limited to, the following:-

- a) Review all project documents and suggest modifications as necessary to ensure sustainability of the bridges.
- b) Review and provide necessary comments/suggestions (if any) to Project Director/Design Unit of LGED on the survey and soil investigation reports conducted and submitted by sub-consultants or contractor or any other assigned person.
- c) Review hydro-morphological study reports and provide comment/suggestions to Project Director/Design Unit of LGED for finalization of hydraulic parameters of the selected bridges by the concerned consultant.
- d) Set 'Design Criteria' (Geometrical and Structural) for the bridges under the project on the basis of LGED's Bridge Design Standard, AASHTO-LRFD and also discussing with Design Unit and Project Director.
- e) Prepare preliminary designs of the selected bridges (assigned by the PD) on the basis of hydro-morphological reports, topographic survey, sub-soil report etc. upon providing necessary field visits to the selected bridge sites.
- f) Discuss with Design Unit and concerned Project Director for finalization of the preliminary design of selected bridges including the bridge alignment, length, geometry, hydraulic parameter, foundation type, protective works, approach road etc.
- g) Prepare detail structural designs of the selected bridges using standard software based on preliminary design upon acceptance of the Design Unit & Project Director.
- h) Guide the CAD operator to prepare working drawings; ensure preparing all details of critical sections at appropriate scale; print the drawings in A-3 sheets; verify drawings with the structural design; correct dimensions; reinforcement position etc. as necessary and submit it to the Project Director/Design Unit for approval.
- i) Guide and monitor the CAD operator and estimator's (quantity surveyors) works for finalizing the detailed drawing and cost estimates, BoQs etc. for the bridges.
- j) Review the 'Technical Specification' of bridge works and suggest modifications and finalize it prior to tendering.
- k) Prepare 'Quality Assurance Plan' including construction guide line, check list, construction monitoring record sheet, quality assessment system, testing (if any needed), work progress monitoring etc. for the project as per discussion with Design Unit and PD, and assist LGED to use it during the construction of the bridges.
- l) Examine the physical lay-out of bridges provided by the Contractor following the design and drawing and provide necessary directive to correct the alignment if needed.
- m) Examine and provide comments/suggestions on the contractors personnel work procedure/methodology, work plan/construction technology, equipment used, materials quality, testing system, shop drawings, etc. to satisfy the requirements of technical specification.
- n) Modify design of bridges and or any of their components (if needed) based on the actual site condition and problems encountered during construction.
- o) Provide frequent visit to the bridge construction sites to supervise works and monitor progress particularly, supervise/guide other site engineers for the construction works; particular attention be given on bored piles, post-tensioning of girders and shifting works etc. and also advice as necessary based on the actual field condition; draft management letters for the employer to inform the contractor about supervision finding.
- p) Arrange "tripartite management meeting" involving the employer, contractor and the consultants to discuss work plan; expertise and materials requirements and other problems encountered during construction; prepare minutes of meetings and circulate amongst all concerned parties with a copy to the Project Director. Ensure record keeping to resolve future disputes if any arises.
- q) Provide on the job training to LGED officials, Field engineers and the Contractor's personnel on bridge construction works covering bored pile construction, static load test on pile, Construction quality, Post-tension of bridge girders etc.
- r) Supervise works of Field Engineer and Assistant Field Engineer and provide guidance to them as required.

- s) The consultant shall advise the Project Director on contractual matters. He shall attend adjudication and arbitration sittings if necessary along with LGED representative in connection with the settlement of disputes (if any arises).

5.0 Reporting Requirement

Inception Report: The Consultant shall prepare an Inception Report within one month of start of the assignment outlining overall work program and samples of monthly progress report both physical and financial. The Inception Report shall include (a) Detailed work Plan of the assignment; (b) Design of Bridges (c) Supervision Methodology; (d) Quality Control Procedure and (e) Sample monthly progress report.

Monthly Progress Report: The consultant shall submit a monthly progress report in brief and concise form using the approved format. The report will describe progress of activities planned for previous month along with plan for the next month. The report shall also state problems encountered, or problems anticipated together with steps taken or recommendations for their correction.

Review Report: Within one month of award of construction contract the consultant shall visit construction site(s) and review the contractor's site office to check man, materials and equipment mobilized by the contractor; review the contractor's work plan along with committed manpower, equipment etc. and suggest corrective measures in writing to the Project Director. Copies of findings and suggestions shall be provided to the contractor and the local LGED office.

6.0 Data, Local service and Facilities to be provided by the Client :

6.1 Study Reports, Traffic and Technical Data:

LGED will provide the Consultant with all available data as and when required.

- All relevant studies so far done related to the project;
- Design manuals, standard designs of structures & other infrastructures, PPR-2008, LGED's Unit Rate Analysis and Unit Rates etc.
- Topographical survey map & sub-soil investigation report of proposed Bridge site.
- Contract documents including design, drawing, price BOQ, technical specification etc.
- Maps of the Project Area and location of the structures;
- Cost data on recent construction projects; and
- Any other report as available in LGED;

7.0 Working station & Working hour:

The Consultant will be based at LGED H/Q, but he/she may have to stay at the construction site for a month or longer as needed to address urgent situations. He/she shall have to frequently visit the field activities as per requirement of LGED even in holidays as emergency. The working hour of the consultant will be same as the Govt. office. But he/she shall have to take the responsibility of completing the project in time. The expected duration of the assignment is about 30 months and expected to be commenced on 1st November 2019. The duration may be extended if necessary.

8.0 Qualification, Experience & Suitability :

a) Educational Qualification:

- Minimum B. Sc in Civil Engineering from any reputed University

b) Experience & adequacy for the assignment :

- At least 5 years of RCC Structural Design experience.
- Should have prestressed Bridge Design experience at least for 3 years.

c) **Suitability :**

- Computer skill (Staad-Pro, Midas Civil, CSi Bridge, MS word, Excel, Power point, Auto CAD etc),
- Designing skill using Midas Civil will be given preference.
- Training in relevant areas etc.

9.0 Specific Scope of Work of Supporting staff (Auto-CAD Operator)

The Auto-CAD Operator will work under the guidance of Large Bridge Designer and the concerned Project Director. He will be responsible and accountable for his/her all activities to the Project Director. The responsibilities of the Auto-CAD Operator would be, but not limited to, the following:-

- t) Prepare computer aided drawings of bridge schemes.
- u) Assist LGED in preparation of cost estimate of bridge (if required).
- v) Carryout other assignments as provided by the Design Unit or the Project Director.

10.0 Working station & Working hour:

The CAD Operator will be based at LGED H/Q. But he/she shall have to take the responsibility of completing the project in time. The expected duration of the assignment is about 30 months and expected to be commenced on 1st November 2019. The duration may be increased or decreased if necessary.

11.0 Qualification, Experience & Suitability :

d) **Educational Qualification:**

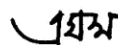
- Minimum Diploma in Civil Engineering/ Diploma in architecture from any reputed public Institute/ University.

e) **Experience & adequacy for the assignment :**

- At least 5 years of overall experiences, out of which 3 years of relevant experience in performing all type of drawings of bridge project through Auto CAD.
- Knowledge and practical experience in performing Computer Aided Drawing.

f) **Suitability :**

- Computer skill (Auto CAD, Auto Desk, MS word, Excel, Power point, EVCS and RSEPS etc)
- Training in relevant areas etc.

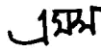


Section-3: Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable



Form 3A: Application Submission

Date:

To
The Project Director
Greater Dhaka Rural Infrastructure Improvement Project-3,
Local Government Engineering Department,
62, West Agargaon, LGED Regional Office,
Level-8, Sher-e-Bangla Nagar, Dhaka-1207.

submitting my Application to provide the consulting Services for The Post of (-----) in strict accordance with your Request for Application dated -----.

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 :

Name :
Address :
Telephone :
Mobile :

Attachment:



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

1	PROPOSED POSITION FOR THIS : PROJECT	
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>
9	COUNTRIES OF WORK EXPERIENCE	e.g. English Fluent Excellent Excellent
10	EMPLOYMENT RECORD [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 distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm]. [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	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	[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].
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**.

Sl No.	Name of the Item	Amount (In Taka)		
		Rate	Quantity (month)	Total Taka
(A) Remuneration				
1	Remuneration			
2	IT() on Remuneration			
Sub total =				
	VAT () on total Remuneration			
Total of (A)=				
(B) Reimbursable				
1	Per Diem Allowance			
2	Other Travel cost (As per actual Travel cost)			
3	Computer, Furniture, etc.			
Sub-Total =				
4	VAT() on total Reimbursable			
Total of (B) =				
C=Total (A+B)=				
(D) Auto-CAD Operator/Support Staff (Reimbursable) of Large Bridge Designer				
1	Auto-CAD Operator/Support Staff (Remuneration)			
2	IT() on Remuneration			
Sub total =				
	VAT () on total Remuneration			
Total of (D)=				
Grand Total (C+D)=				

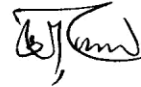
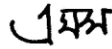
[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

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, however for day to day communications in writing both Bangla and English may be used. |
| 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 monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- 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. **Reimbursable**
- 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 Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.


[Advance payment is not applicable as it is GOB fund project.]

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 fifteen (15) 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 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

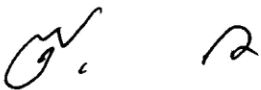
FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:





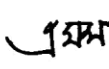
The following documents forming the integral part of this contract shall be interpreted in the following order of priority:

(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

[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided, (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).

[Also ensure the following data is listed in this Annex in conformity with the Contract Agreement.

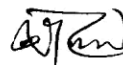
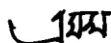
1. The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.
2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.

(a) Address of the Client:
(With phone number, Fax number & e-mail)

(b) Address of the Consultant:
(With phone number, Fax number & e-mail)

Note : As mentioned in RFA Negotiated shall be provided in Contract Agreement)

3. Logistics and facilities to be provided to the Consultant by the Client are listed below:
 - Office space with furniture including file cabinet and electric connection;
 - Office equipment like computer, printer etc;
 - Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.
 - Any other facilities agreed by both Client & the Consultant.



ANNEX B: Cost Estimates of Services and Schedule of Rates

SI No.	Name of the Item	Amount (In Taka)		
		Rate	Quantity (month)	Total Taka
(A) Remuneration				
1	Remuneration			
2	IT() on Remuneration			
Sub total =				
	VAT () on total Remuneration			
Total of (A)=				
(B) Reimbursable				
1	Per Diem Allowance			
2	Other Travel cost (As per actual Travel cost)			
3	Computer, Furniture, etc.			
Sub-Total =				
4	VAT() on total Reimbursable			
Total of (B) =				
C=Total (A+B)=				
(D) Auto-CAD Operator/Support Staff (Reimbursable) of Large Bridge Designer				
1	Auto-CAD Operator/Support Staff (Remuneration)			
2	IT() on Remuneration			
Sub total =				
	VAT () on total Remuneration			
Total of (D)=				
Grand Total (C+D)=				



ANNEX C: Consultant's reporting Obligations
(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Monthly Progress Report within 3 rd day of next month.			
2	Quarterly Progress Report within 7 th day of next start of quarter.			