



Government of the People's Republic of Bangladesh
Local Government Engineering Department
Establishment and Infrastructure Development Including Beautification
of Government Primary School in Dhaka City & Purbachal Project.
Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

**Request for Expressions of Interest (EOI)
for Selection of Individual Consultant (National)**

RFA Ref No: 46.02.0000.100.11.40.21. 2509

Date: 23 -03-2022.

The Local Government Engineering Department has been allocated public funds from the Government of the People's Republic of Bangladesh (GOB) towards the cost of the **Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project** and it intends to apply part of the proceeds of these funds to payments under the contract for the provision of consultancy services for the project by Individual Consultants (National) as stated below.

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

| No | Position | No. of Post | Minimum Qualification | Experience |
|------------------------------|---------------------|-------------|--|--|
| Individual Consultant | | | | |
| 01 | Structural Engineer | 04 | B.Sc. in Civil Engineering or equivalent degree from any recognized university/institution. | The candidate must have minimum 10(Ten) years experiences on structural design works of civil engineering structure with particular experience of building related works. |
| 02 | Architect | 01 | Bachelor in Architecture or equivalent from any recognized university/institution. | The candidate must have 15(Fifteen) years experiences on architectural design work of civil engineering infrastructure with particular experience in building related works. |
| 03 | Plumbing Engineer | 02 | B.Sc. in Civil Engineering/ Mechanical Engineering or equivalent degree from any recognized university /institution. | The candidate must have 10(Ten) years experiences on plumbing work of civil engineering infrastructure with particular experience in building related works. |
| 04 | Electrical Engineer | 02 | B.Sc. in Electrical Engineering or equivalent degree from any recognized university /institution. | The candidate must have 10(Ten) years experiences on electrical design related works of building. |
| 05 | Monitoring Expert | 01 | Bachelor degree in any discipline or equivalent from any recognized university/institution. | The candidate must have 10 (Ten) years experiences on infrastructure monitoring of development project. |
| 06 | Estimator | 04 | Diploma in Civil Engineering from any recognized institution/ equivalent | The candidate must have minimum 05(Five) years experiences in preparation of cost estimate of building works. |
| 07 | Cad Operator | 05 | Diploma in Civil Engineering from any recognized institution/equivalent | The candidate must have minimum 05(Five) years experiences on auto-cad Structural & Architecture design and drawing of building |
| 08 | Cad Operator | 01 | Diploma in Electrical from recognized institution/equivalent. | The candidate must have minimum 05(Five) years experiences on auto-cad electrical design and drawing of building works. |
| 09 | Cad Operator | 01 | Diploma in Civil Engineering from any recognized institution/ equivalent | The candidate must have minimum 05(Five) years experiences on auto-cad plumbing design and drawing of building works. |
| 10 | Aminship | 01 | Basic Trade Course Certificate in Aminship from any recognized institution. | The candidate must have minimum 10(Ten) years experiences in Aminship. |

The Superintending Engineer (Education), LGED now invites application from the eligible Applicants for the positions. 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).

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 **01-05-2022** at Primary Education Infrastructure Management Unit (PEIMU), LGED and shall be completed on **30 April 2024** or 24 month's after signing of the contract.

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 **11-04-2022** within 3.00 pm, in sealed envelope delivered to Additional Chief Engineer (Monitoring, Audit, Procurement & ICT), LGED HQ. 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 applications without assigning any reason whatsoever.

(Md. Mokhlesur Rahman)
Additional Chief Engineer
(Monitoring, Audit, Procurement & ICT)
LGED Bhaban
Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

RFA Ref No: 46.02.0000.100.11.40.21.2509

Date: 23-03-2022

Copy forwarded for kind information and necessary action:

1. Chief Engineer, LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
2. Superintending Engineer (Admin), LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
3. Copy for CPTU.
4. Unit-in-charge, GIS Unit, LGED, he is requested to publish the notice on LGED website.
5. Manager Advertisement, The Daily Kaler kantha/ The Daily Star, (You are requested to publish the above EoI notice For one day on or before **27-03-2022**).
6. Office Copy.



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
Local Government Engineering Department
Establishment and Infrastructure Development Including Beautification
of Government Primary School in Dhaka City & Purbachal Project.
Level-8, LGED Bhaban, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

Request for Expressions of Interest (EOI)
for
Selection of Individual Consultant (National)

Name of Positions:

Individual Consultant (National):

- 1. Structural Engineer**
- 2. Architect**
- 3. Plumbing Engineer**
- 4. Electrical Engineer**
- 5. Monitoring Expert**
- 6. Estimator**
- 7. Cad Operator (Civil)**
- 8. Cad Operator (Electrical)**
- 9. Cad Operator (Plumbing)**
- 10. Aminship**

Request for Application No.:

Issued To :

EOI Ref. No.

Date

March-2022

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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 **Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project.** 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) interest's 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 11-04-2022** 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 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 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 ----- at LGED Bhaban, Agargaon, Dhaka 1207. The duration of the contract shall be 24 Months from the date of commencement.**

Government of the People’s Republic of Bangladesh
Local Government Engineering Department
Establishment and Infrastructure Development Including Beautification
of Government Primary School in Dhaka City & Purbachal Project.

Section-2: Terms of Reference (ToR)

1. Background

Local Government Engineering Department (LGED) has earned a very high esteem both at home and abroad for its capability to implement development activities timely with quality output. The development partners have kept their confidence in LGED because of its flexibility and quick adaptation to objective changes and innovations. The other ministries of Government of Bangladesh (GOB) have also shown interest to associate LGED and co-partner them in implementing many of their development projects and programs.

LGED has been working with the Directorate of Primary Education (DPE) of the Ministry of Primary and Mass Education (MoPME), as one of the partner organizations involved in implementation of civil works under the projects and programs since 1990. Currently, the on-going projects and program are the Need Based Infrastructure Development Project of Government Primary Schools, the Need Based Infrastructure Development Projects of Newly Nationalized Government Primary Schools, Fourth Primary Education Development Program (PEDP-4) and **Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project.**

The Need Based Infrastructure Development Project of Government Primary Schools and the Need Based Infrastructure Development Projects of Newly Nationalized Government Primary Schools funded by GoB started from 1st July, 2016 and will be ended in December,2022. Similarly, Fourth Primary Education Development Program (PEDP4) has initiated its activities from 1st July, 2018 for a period of five years and **Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project** started its activities from January 2020 for a period of five years.

The Program and projects are expected to contribute to the effort of Government of Bangladesh (GOB) for five years long Primary Education covering one-year Pre- Primary Education. The objective of PEDP4 and others GoB funded projects are to support Government’s effort of improving student learning outcome and completion rates as well as reducing disparities across all regions.

LGED is mainly responsible for execution of civil works such as construction of additional room, extension of District Primary Education Office, extension of Upazila Education Office, construction of NAPE building and PTI infrastructures etc. to support quality education by providing better learning environment. LGED has established a Primary Education Infrastructure Management Unit (PEIMU) at LGED head quarter to administer and manage the development activities of projects and programs of DPE under MoPME. LGED is now seeking applications to engage Individual Consultants for rendering services on primary education infrastructures planning, designing, monitoring, implementation and management of **Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project** including PEIMU development activities.

Overall objectives of the consulting services:

The overall objectives of the consultant services are to enhance and strengthen the existing capacity of LGED and PEIMU in the fields of:

- a) overall planning, design and estimating aspects;
- b) architectural plans, drawing, designs, interior designs and models;
- c) quality output of structural plans, drawing and designs and plan;
- d) quality output of electrical and solar system;
- e) quality output on water supply, plumbing and fire system for the building;
- f) effective monitoring, supervision and implementation management of development activities;
- g) quality output of civil works.

01. Structural Engineer :

1. The consultant will carry out all the structural design work of the school under this project and will supervise the senior structural design engineer hired under this project. He will work under the supervision of Additional Chief Engineer (Monitoring, Audit, Procurement & ICT), Superintending Engineer (Education) and Project Manager, LGED. The consultant will perform its work using sound engineering and economic practices, in accordance with recognized professional standards. In conducting this work, the consultant will cooperate fully with the government officials involved in the project who will provide the necessary information and requirements. He / she will be solely responsible for the analysis and interpretation of all data obtained and for the conclusions and recommendations contained in his / her report.

The consultant will be responsible for designing any type of structure so that it can meet a specific purpose, and be safe, economical and effective throughout its specified lifetime. The consultant will immediately investigate both the load and demand on the structure, as well as any possible future changes, and ensure that a structure has been created to withstand these loads.

The assignments of the Senior Structural Design Engineer will include, but not limited to the following:

- (a) Provide overall support and guidance to LGED for efficient management and smooth implementation of Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project project under Primary Education Development Project including preparation of structure design of schemes for field level implementation under the project.
- (b) Prepare school design according to BNBC code.
- (c) Ensure that the structural design of other design workers is BNBC code, safe, economical and effective throughout its specified lifetime and that a structure has been created to withstand the loads.
- (d) Modify the design in the light of the final evaluation / feedback from the design unit of the formulated structure design LGED.
- (e) Carefully inspect school structures for repairs and develop guidelines / designs on how to improve

their structural integrity.

- (f) Formulate as build designs for all school buildings that can be Vertical Extension.
- (g) Provide technical advice on safe designs and construction.
- (h) Monitor and inspect all work undertaken by contractors to ensure structural soundness.
- (i) Use computer-aided design technology for simulation purposes.
- (j) Supervise work of other engineers and CAD technicians.
- (k) Suggest any necessary change in design in case of unusual situation encountered during any construction work.
- (l) Coordinate with relevant technical agencies and departments to ensure construction is aligned with Implementation Agency and key stakeholders' requirements

2. Deliverables

- (a) Structure design of at least 10 (Ten) schools has to be prepared every month.

3. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educational Qualifications: B.Sc. in Civil Engineering or equivalent degree from any recognized university/institution.
- (b) Minimum 10(Ten) years' experience in Structural Design works of Civil Engineering infrastructure with particular experience of Building.
- (c) Age limit: 30 to 55 years. However, this age limit will not apply to a person retiring from government service. But he has to be physically able.
- (d) Professionally registered with the Institute of structural engineers.
- (e) Advanced knowledge of construction methods, materials, and legal regulations.
- (f) Ability to liaise with professionals from other disciplines.
- (g) Three-dimensional conceptual skills.
- (h) Analytical thinker with strong problem-solving skills.
- (i) Ability to work under pressure and meet tight deadlines.
- (j) Excellent communication and IT skills.

02. Architect:

1. The consultant will play a key role in overseeing the implementation of the school master plan provided by the architect under the project as per the requirements of the implementing agency. He will work under the supervision of Additional Chief Engineer (Monitoring, Audit, Procurement & ICT), Superintending Engineer (Education) and Project Manager, LGED. The consultant will perform

its work using sound engineering and economic practices, in accordance with recognized professional standards. In conducting this work, the consultant will cooperate fully with the government officials involved in the project who will provide the necessary information and requirements. He / she will be solely responsible for the analysis and interpretation of all data obtained and for the conclusions and recommendations contained in his / her report.

The Consultant or architectural designer, responsible for designing the building to create unique and well-organized structures. Their responsibilities include meeting with the architect to discuss the needs of the implementing agency, preparing the building plan, and providing instructions for revising / adjusting the entire land in light of the requirements of the implementing agency.

The assignments of the Architect shall include, but not limited to the following:

- (a) Provide overall support and guidance to LGED for efficient management and smooth implementation of Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal project under primary education development project including architect design audit of schemes for field level implementation under the project.
- (b) Observe the school master plan provided by the architect organization and arrange for presentation through PowerPoint to the implementing agency.
- (c) If it is necessary to revise / add the master plan of the school as directed by the implementing agency, coordinate with the supplier of the master plan and supervise the work of revising / adding the master plan.
- (d) The master plan of the school supplied by the institution will be prepared in the specified format and arrangements will be made for final approval from the implementing agency.
- (e) After final approval from the implementing agency of the school master plan, the architect will take immediate steps to prepare the working drawing from the organization.
- (f) After completing the working drawing from the architect organization, he will verify it and send it for structure design and supervise the work of correcting / adding the working drawing in coordination with the structure design engineer.
- (g) Prepare designs for interior and exterior walls and boundary wall decoration work of the school.
- (h) Monitor and inspect whether all work undertaken by the contractors is being carried out as per the architect / master plan.
- (i) Supervise work of other engineers and CAD technicians.
- (j) Suggest any necessary change in design in case of unusual situation encountered during any construction work.
- (k) Coordinate with relevant technical agencies and departments to ensure construction is aligned with Implementation Agency and key stakeholders' requirements
- (l) Ensure that school masterplan / architect design is carried out within a limited budget and on time.

2. Deliverables

- (a) At least 30 (thirty) school architectural / masterplan architects must be provided by the organization every month.
- (b) Final approval of Architectural / Masterplan of at least 30 (thirty) schools will be required every month.
- (c) Whether the ongoing work by the contractor in each school building is being carried out in accordance with the architect's design should be monitored from start to finish.

3. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educationnel Qualifications : Minimum B.Sc. in Architecture Engineering or equivalent degree from any recognized University /Institution.
 - (b) The candidate must have 15(Fifteen) years' experience Architectural Design work of Civil Engineering infrastructure with particular experience in Building related works.
 - (c) Age limit: 38 to 55 years. However, this age limit will not apply to a person retiring from government service. But he has to be physically able.
 - (d) Excellent drawing skills and familiarity with design software (Adobe Photoshop, SketchUp, 3d Studio VIZ or similar)
 - (e) Professionally registered with the Institute of architectural engineers.
 - (f) Expert knowledge of building products, construction details and relevant rules, regulations and quality standards
 - (g) Ability to liaise with professionals from other disciplines.
 - (h) Ability to prepare and deliver presentations to large groups
 - (i) Analytical thinker with strong problem-solving skills.
 - (j) Ability to work under pressure and meet tight deadlines.
 - (k) Strong imagination and the ability to think and create in three dimensions
-
- (i) Analytical thinker with strong problem-solving skills.
 - (j) Ability to work under pressure and meet tight deadlines.
 - (k) Strong imagination and the ability to think and create in three dimensions

03. Plumbing Engineer:

1. Under this project the plumbing engineer consultant job function will be to oversee the design and implementation of plumbing engineering systems, ranging from waste disposal systems to water systems in Primary School Building. In this role, you will usually be responsible for managing and staying within the project's budget. He will work under the supervision of Additional Chief Engineer (Monitoring, Audit, Procurement & ICT), Superintending Engineer (Education) and Project Manager, LGED. The consultant will perform its work using sound engineering and economic practices, in accordance with recognized professional standards. In conducting this work, the consultant will cooperate fully with the government officials involved in the project who will provide the necessary information and requirements. He / she will be solely responsible for the analysis and interpretation of all data obtained and for the conclusions and recommendations contained in his / her report.

The key responsibilities of Plumbing Engineer are mentioned below, but not limited to:

- (a) Provide overall support and guidance to LGED for efficient management and smooth implementation of Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal project under Primary Education Development Project, including designing project plumbing for field level implementation under the project.
- (b) Prepare detail layout plans for all drainage and water supply systems for all school buildings.
- (c) Determining the cause of water logging on the school campus and arranging solutions.
- (d) Assist LGED in design and supervision of work related to water supply, sanitation, plumbing, waste disposal, fire-fighting and rainwater harvesting of different School Building work.
- (e) Discuss with LGED officers and be informed about the requirement for the design of water supply, sanitation, plumbing, waste disposal fire-fighting and rainwater harvesting.
- (f) Collect necessary information required for design about the facilities to be built in the areas of water supply, sanitation, fire-fighting and rain water harvesting.
- (g) Discuss with the experts associated with the preparation of Architectural plan and Structural design and find out the provisions of services related to water supply, sanitation, plumbing, waste disposal, fire-fighting and rainwater harvesting.
- (h) Prepare necessary lay-out plan and design for the plumbing & sanitary works and make the plan suitable and convergent with the draft architectural and structural plan worked out by the concerned architect and structural engineers.
- (i) Monitor and inspect whether all work undertaken by the contractors is being carried out as per the architect / master plan.
- (j) Supervise work of other engineers and CAD technicians.
- (k) Suggest any necessary change in design in case of unusual situation encountered during any construction work.

- (l) Coordinate with relevant technical agencies and departments to ensure construction is aligned with Implementation Agency and key stakeholders' requirements
- (m) Ensure that school Plumbing design is carried out within a limited budget and on time.

2. Deliverables

- (a) At least 20 (twenty) schools Plumbing design should be prepared every month.
- (b) Ongoing plumbing work by the contractor in each school building should be supervised from start to finish.

3. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educationnel Qualifications : B.Sc. in Civil Engineering/ Mechanical Engineering or equivalent degree from any recognized university /institution
- (b) Minimum 10 years' experience in the relevant water supply, sanitation, plumbing, waste disposal, fire-fighting and rainwater harvesting of different Building work.
- (c) Age limit: 30 to 55 years.
- (d) Knowledge of various plumbing systems, riser diagrams, fixture/equipment and concepts
- (e) Knowledge of building codes and standards
- (f) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (g) Ability to liaise with professionals from other disciplines.
- (h) Ability to prepare and deliver presentations to large groups
- (i) Analytical thinker with strong problem-solving skills.
- (j) Ability to work under pressure and meet tight deadlines.
- (k) Strong imagination and the ability to think and create in three dimensions

04. Electrical Engineer:

1. Under this project the electrical engineer consultant job function is design, develop and maintain electrical systems and components to required specifications in Primary School Building. In this role, you will usually be responsible for managing and staying within the project's budget. He will work under the supervision of Additional Chief Engineer (Monitoring, Audit, Procurement & ICT), Superintending Engineer (Education) and Project Manager, LGED. The consultant will perform its work using sound engineering and economic practices, in accordance with recognized professional standards. In conducting this work, the consultant will cooperate fully with the government officials involved in the project who will provide the necessary information and requirements. He / she will be solely responsible for the analysis and interpretation of all data obtained and for the conclusions and recommendations contained in his / her report.

The key responsibilities of Electrical Engineer are mentioned below, but not limited to:

- (a) Provide overall support and guidance to LGED for efficient management and smooth implementation of Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal project under Primary Education Development Project, including designing project Electrical for field level implementation under the project.
- (b) Prepare Electrical Sensing and Drawings for various infrastructures like multi-storied office and residential buildings, auditoriums, memorials, functional buildings, Primary school etc. in consultation with LGED officials and other professionals and review the existing Electrical design standard of LGED/PWD/REB.
- (c) Prepare detail layout plans for all Electrical Sensing and Drawings for all school buildings.
- (d) Carry his/her assignments timely and provide sound and diligent services. Any monetary loss incurred owing to his/her sub- standard services will be compensated through penalizing as per conditions of the contract.
- (e) Carryout consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Electrical Design and Drawings. While doing so the consultant should consider the alternate options so that the requirements as well as cost could be optimized.
- (f) Provide data, drawing as well as necessary support to Structural Engineers/ Architect so that he/she could get all relevant information from them.\
- (g) During construction period if any change in design becomes necessary the consultant shall review necessary documents, visit the project site and finalize necessary amendments within a reasonable time.
- (h) Monitor and inspect whether Electric work undertaken by the contractors is being carried out as per the design/ master plan.
- (i) Inspecting electrical components during and after the product installation
- (j) Coordinate with relevant technical agencies and departments to ensure construction is aligned with Implementation Agency and key stakeholders' requirements
- (l) Ensure that school Electrical design is carried out within a limited budget and on time.
- (j) Preparing cost estimates.

2. Deliverables

- (a) At least 20 (twenty) schools Electrical design should be prepared every month.
- (b) Ongoing Electrical work by the contractor in each school building should be supervised from start to finish.

3. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educationnel Qualifications: B.Sc. in Electrical Engineering from any recognized university /institution
- (b) Minimum 15 years experience in the Electrical Engineering related works of different Building work.
- (c) Age limit: 35 to 55 years.
- (d) Deep knowledge of electrical manufacturing processes.
- (e) Understanding of electrical engineering codes and safety standards
- (f) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (g) Ability to liaise with professionals from other disciplines.
- (h) Ability to prepare and deliver presentations to large groups
- (i) Analytical thinker with strong problem-solving skills.
- (j) Ability to work under pressure and meet tight deadlines.
- (k) Strong imagination and the ability to think and create in three dimensions

05. Monitoring Expert :

1. Under this project the Monitoring Expert the consultants will perform his duties in accordance with acceptable professional standard, utilizing sound engineering, monitoring and supervision management. He will work under the supervision of Additional Chief Engineer (Monitoring, Audit, Procurement & ICT), Superintending Engineer (Education) and Project Manager, LGED. The consultant will perform its work using sound engineering and economic practices, in accordance with recognized professional standards. In conducting this work, the consultant will cooperate fully with the government officials involved in the project who will provide the necessary information and requirements. He / she will be solely responsible for the analysis and interpretation of all data obtained and for the conclusions and recommendations contained in his / her report.

The assignments of the Monitoring Expert shall include, but not limited to the following:

- (a) Assist LGED in regular monitoring and evaluation of progress of work and find out issues and suggest necessary means for solving the issues and problems
- (b) Carry out field visits for quality implementation of Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project development activities of PEIMU.
- (c) Assist in reviewing the progress of the Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project with LGED HQ level/Divisional level identify the problems/bottlenecks and suggest remedial actions for mitigation.
- (d) Design suitable format for collection of information from the field level for monitoring and evaluation of progress of works.

2. Deliverables

- (a) To keep up to date with all the progress and information under this project and to provide as per the demand of the officers.

3. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Master's Degree in any subject or equivalent degree from any recognized university/institution.
- (b) Minimum 10 years' experience in related works.
- (c) Age limit: 35 to 55 years.
- (d) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (e) Ability to liaise with professionals from other disciplines.
- (f) Ability to prepare and deliver presentations to large groups
- (g) Ability to work under pressure and meet tight deadlines.

06. Estimator:

1. Under this project the Estimator will perform his Prepare the cost estimate or Bill of Quantities (BOQ) based on the plan, design, drawing and specification in line with the design and technical specifications requirements for completeness and accuracy by using LGED Software. He will work under the supervision of Project Manager, LGED and Superintending Engineer (Region). The consultant will perform its work using sound engineering and economic practices, in accordance with recognized professional standards. In conducting this work, the consultant will cooperate fully with the government officials involved in the project who will provide the necessary information and requirements. He / she will be solely responsible for the analysis and interpretation of all data obtained and for the conclusions and recommendations contained in his / her report.

The key responsibilities of Estimator shall include, but not limited to following:

- (a) Prepare the cost estimate or Bill of Quantities (BOQ) based on the plan, design, drawing and specification in line with the design and technical specifications requirements for completeness and accuracy by using LGED Software.
- (b) Review the BOQs/Cost Estimates prepared by other officials of PEIMU and Design Unit of LGED.
- (c) Provide Cost Estimates on potential change orders and changes in scope
- (d) Collect material and labor cost require for rate analysis
- (e) Assist in creating and maintaining an accurate Cost Estimating database of unit prices.
- (f) Prepare cost comparisons and develop the most efficient combination of cost.
- (g) Assist to prepare Variation Order (VOs) in light of contract agreement and recommend for approval, if required

2. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Diploma in Civil Engineering from any recognized Institution of Bangladesh or Equivalent Degree.
- (b) Should have 05 (Five) Years experiences in different organization relating to similar assignment.

- (c) Age limit: 30 to 45 years.
- (d) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (e) Ability to liaise with professionals from other disciplines.
- (f) Ability to prepare and deliver presentations to large groups
- (g) Ability to work under pressure and meet tight deadlines.

07. Cad Operator (Civil):

The key responsibilities of Cad Operator (Civil) shall include, but not limited to following:

- (a) Prepare Auto-CAD Architectural & Structural Operational Design and Drawings, interior design and landscaping for Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project under Primary Education Development Projects.
- (b) Carry out assignments timely and provide sound and diligent services.
- (c) Provide data, drawing as well as necessary support to Structural Engineers so that he could get all relevant information from the consultant.
- (d) Consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Auto-CAD Operational Design and Drawings.
- (e) During construction period if any change in design becomes necessary the consultant shall review necessary documents.
- (f) Carry out field visit of the project site and finalize necessary amendments within a reasonable time.

2. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educational Qualifications : Diploma in Civil Engineering from recognized institution/equivalent.
- (b) Minimum Relevant Experience: Minimum experience is 05(Five) Years as auto-cad operator building structures.
- (c) Age limit: 25 to 55 years.
- (d) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (e) Ability to liaise with professionals from other disciplines.
- (f) Ability to prepare and deliver presentations to large groups
- (g) Ability to work under pressure and meet tight deadlines.

08. Cad Operator (Electrical):

The key responsibilities of Cad Operator (Electrical) shall include, but not limited to following:

- (a) Prepare Auto-CAD Electrical Operational Design and Drawings of Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project Project under primary education infrastructures under PEIMU following design standard of LGED/PWD/BNBC.
- (b) Prepare Auto-CAD Operational Design and Drawings interior design and layout for Establishment and

Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project Project under Primary Education Development Projects as requested by LGED.

- (c) Carry out assignments timely and provide sound and diligent services.
- (d) Provide data, drawing as well as necessary support to Structural Engineers so that he could get all relevant information from the consultant.
- (e) Consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Auto-CAD Operational Design and Drawings.
- (f) During construction period if any change in design becomes necessary the consultant shall review necessary documents.
- (g) Carry out field visit of the project site and finalize necessary amendments within a reasonable time.

2. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educational Qualifications : Diploma in Electrical from recognized institution/equivalent.
- (b) Minimum Relevant Experience: Minimum experience is 05(Five) Years as auto-cad operator building structures.
- (c) Age limit: 25 to 55 years.
- (d) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (e) Ability to liaise with professionals from other disciplines.
- (f) Ability to prepare and deliver presentations to large groups
- (g) Ability to work under pressure and meet tight deadlines.

09. Cad Operator (Plumbing):

The key responsibilities of Cad Operator (Plumbing) shall include, but not limited to following:

- (a) Prepare Auto-CAD Plumbing Operational Design and Drawings of plumbing works for Establishment and Infrastructure Development Including Beautification of Government Primary School in Dhaka City & Purbachal Project Project under Primary Education Development Projects.
- (b) Carry out assignments timely and provide sound and diligent services.
- (c) Provide data, drawing as well as necessary support to Structural Engineers so that he could get all relevant information from the consultant.
- (d) Consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Auto-CAD Operational Design and Drawings.
- (e) During construction period if any change in design becomes necessary the consultant shall review necessary documents.
- (f) Carry out field visit of the project site and finalize necessary amendments within a reasonable time.

2. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educational Qualifications : Diploma in Civil Engineering from recognized institution/equivalent.
- (b) Minimum Relevant Experience: Minimum experience is 05(Five) Years as auto-cad operator building structures.
- (c) Age limit: 25 to 55 years.
- (d) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (e) Ability to liaise with professionals from other disciplines.
- (f) Ability to prepare and deliver presentations to large groups
- (g) Ability to work under pressure and meet tight deadlines.

10. Aminship:

1. The key responsibilities of Aminship shall include, but not limited to following:
 - (a) Preparation of information about the area of school land from cadastral survey /topo survey / mouza map.
 - (b) Preparation of information on the amount of land and boundary mark in the possession of the school from Namjari, Parcha, Dag Number, Khatian, Tafsil, CS, RS, Mouza papers.
 - (c) Preparation of information as to whether all the papers of the school land are in the name of the school as per the Government Land Act.
 - (d) Preparation of information on whether the school has all the paperwork to make the school land free.
 - (e) Arrangements should be made to collect all the paperwork from the concerned government department for the schools which do not have paperwork to clear the land.
 - (f) Measuring irregularly shaped plots of school land.
 - (g) Create a field book to relay the lost boundaries of the old mouza map.
 - (h) Arranging for division of property (land) as per inheritance law
 - (i) Preparing geometric drawings using Auto CAD.
 - (j) Convert a mouza map to Auto CAD system and print a drawing.
 - (k) Preparing area measurements using Auto CAD from Mouza Map.

2. Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- (a) Minimum Educational Qualifications : Basic Trade Course Certificate in Aminship from any recognized institution.
- (b) Minimum Relevant Experience: Minimum experience is 10(Ten) years for Aminship. Candidates having advanced related work retired officer from DC office will be given preference.
- (c) Age limit: 30 to 60 years.
- (d) Team oriented, professional, self-starter, with positive attitude and multi-tasking capability.
- (e) Ability to liaise with professionals from other disciplines.
- (f) Ability to prepare and deliver presentations to large groups
- (g) Ability to work under pressure and meet tight deadlines.

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 Additional Chief Engineer (Implementation)
Local Government Engineering Department
Level-8, LGED Bhaban, Agargaon
Sher-e-Bangla Nagar, Dhaka-1207

Dear Sirs:

I am hereby submitting my Application to provide the consulting Services for 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 : | <i>[state full name]</i> | | | | | | | | | | | | |
| 3 | DATE OF BIRTH : | <i>[dd/mm/yy]</i> | | | | | | | | | | | | |
| 4 | NATIONALITY : | | | | | | | | | | | | | |
| 5 | MEMBERSHIP IN PROFESSIONAL SOCIETIES | <i>[state rank and name of society and year of attaining that rank].</i> | | | | | | | | | | | | |
| 6 | EDUCATION | <i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i> | | | | | | | | | | | | |
| 7 | OTHER TRAINING | <i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i> | | | | | | | | | | | | |
| 8 | LANGUAGES & DEGREE OF PROFICIENCY | <table border="0"> <tr> <td><u>Language</u></td> <td><u>Speaking</u></td> <td><u>Reading</u></td> <td><u>Writing</u></td> </tr> <tr> <td><i>e.g. English</i></td> <td><i>Fluent</i></td> <td><i>Excellent</i></td> <td><i>Excellent</i></td> </tr> </table> | <u>Language</u> | <u>Speaking</u> | <u>Reading</u> | <u>Writing</u> | <i>e.g. English</i> | <i>Fluent</i> | <i>Excellent</i> | <i>Excellent</i> | | | | |
| <u>Language</u> | <u>Speaking</u> | <u>Reading</u> | <u>Writing</u> | | | | | | | | | | | |
| <i>e.g. English</i> | <i>Fluent</i> | <i>Excellent</i> | <i>Excellent</i> | | | | | | | | | | | |
| 9 | COUNTRIES OF WORK EXPERIENCE | | | | | | | | | | | | | |
| 10 | <p>EMPLOYMENT RECORD</p> <p><i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i></p> | <p><i>[The Applicant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i></p> <p><i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i></p> <table border="0"> <tr> <td>EMPLOYER 1</td> <td>FROM: <i>[e.g. January 1999]</i></td> <td>TO: <i>[e.g. December 2001]</i></td> </tr> <tr> <td>EMPLOYER 2</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 3</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 4 (etc)</td> <td>FROM:</td> <td>TO:</td> </tr> </table> | EMPLOYER 1 | FROM: <i>[e.g. January 1999]</i> | TO: <i>[e.g. December 2001]</i> | EMPLOYER 2 | FROM: | TO: | EMPLOYER 3 | FROM: | TO: | EMPLOYER 4 (etc) | FROM: | TO: |
| EMPLOYER 1 | FROM: <i>[e.g. January 1999]</i> | TO: <i>[e.g. December 2001]</i> | | | | | | | | | | | | |
| 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 | <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> | | | | | | | | | | | | |

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 (Per month / day / hour in Tk) | Staff Time (No. month / day / hour) | Total (Tk) |
|--|--|------------|
| No indication to be negotiated | ----- | ----- |

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable): TO BE NOGOTIATED

| | Rate per unit | Total unit | Total Amount (Tk) |
|--|---------------|------------|-------------------|
| (a) Per Diem Allowance | | | |
| (b) Air Travel Costs | | | |
| (c) Other Travel Costs (State mode of travel) | | | |
| (d) Communication charges | | | |
| (e) Reproduction of Reports | | | |
| (f) Other Expenses (<i>to be listed</i>) | | | |
| | | | |
| | | Sub-total | |

| | |
|----------------------------|--|
| CONTRACT CEILING (1) + (2) | |
|----------------------------|--|

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. <i>Applicable Law</i> | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh |
| 5. <i>Governing Language</i> | 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. <i>Modification of Contract</i> | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. <i>Ownership of Material</i> | 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. <i>Relation between the Parties</i> | 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. <i>Contractual Ethics</i> | 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.

[For aid funded procurement Advance Payments may be applicable. However, for 100% GOB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]

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 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.

Obligations of the Client

20. *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

21. *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.

22. *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 Client:

(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

(A) Remuneration

| Name of Consultant | Rate, Taka | Quantity | Total Taka |
|--|------------|---------------|-----------------|
| (a) | (b) | (c) | (d) = (b) x (c) |
| | | | |
| Remuneration is made on a [<i>state monthly, daily or hourly</i>] rate | | Sub-Total (A) | |

(B) Reimbursable

| Items of reimbursable | Unit | Qty | Rate (Taka) | Total (Taka) |
|--|------|-----------------|-------------|-----------------|
| (a) | (b) | (c) | (d) | (e) = (c) x (d) |
| (a) Per Diem Allowance | | | | |
| (b) Air Travel Costs | | | | |
| (c) Other Travel cost | | | | |
| (d) Communication charges | | | | |
| (e) Reproduction of reports | | | | |
| (f) Other Expenses (to be listed) | | | | |
| | | | | |
| <i>Supporting documents and vouchers must be attached with the invoice</i> | | Sub-total (B) = | | |

| | |
|-----------------------------------|----------------|
| CONTRACT CEILING (A) +(B)= | Total = |
|-----------------------------------|----------------|

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

| Sl. No. | Reports | Contents of Reports | Persons to Receive them | Date of Submission |
|----------------|--|----------------------------|--------------------------------|---------------------------|
| 1 | Inception Report | | | |
| 2 | Interim Progress Report (a) First Status Report (b) Second Status Report | | | |
| 3 | Draft Report | | | |
| 4 | Final Report | | | |