



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
*Local Government Engineering Department*  
*Haor Area Elevated Road & Physical Infrastructure Improvement*  
*Project (HAERPIIP)*

*LGED Bhaban, Level-11*  
*Agargaon, Dhaka-1207*

**Request for Application (RFA)**  
**Selection of Individual Consultant (National)**  
for the Post of  
**Resident Engineer**  
**(Time Based)**

*Request for Application no:*

*Issued no: Memo No: [46.02.0000.999.07.001.2022.78](#);*

*Date : [29/12/2022](#)*

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# Section 1. Information to the Applicants

## A. General

1. *Scope of assignment*      *The Client has been allocated Public fund for Haor Area Elevated Road & Physical Infrastructure Improvement Project (HAERPIIP).*
- 1.1      *Project and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.*
2. *Qualifications of the Applicant*      2.1      *Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.*
- 2.2      *The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, affiliation with professional bodies and as appropriate, knowledge of the local conditions, as well as language and culture.*
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:
- (a) Form 3A: Application Submission Form;
  - (b) Form 3B: CV of the Applicant; and
  - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is **16/01/2023 up to 3.00 PM (Local Time)** Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

## **C. Evaluation of Applications**

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

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

[Client shall fixed the Points]

<b>Criteria</b>	<b>Points</b>
<ul style="list-style-type: none"> <li>• Educational Qualification</li> </ul>	20 points
<ul style="list-style-type: none"> <li>• Relevant Working Experience and its adequacy for the assignment</li> </ul>	65 points
<ul style="list-style-type: none"> <li>• Suitability considering age, skills (such as training, affiliation, registration with Professional Engineers Registration Board, computer skills, publications and others).</li> </ul>	10 points
<b>Total points:</b>	<b>95 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 70 shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants

8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.

8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.

8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.

8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)

8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.

8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

9. Application Negotiations

9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.

- 9.2 *If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded*
- 9.3 *During negotiations, the Client and the Applicant shall finalise the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services”*
- 9.4 *The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.*
- 9.5 *Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract*

## **D. Award of Contract**

- 10. Award of Contract    10.1 *After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.*
- 11. Debriefing            11.1 *After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.*
- 11.2 *The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.*
- 12. Commencement of Services    12.1 *The applicant is expected to commence the assignment on 16 February 2023 at the location, Office of the Project Director, HAERPIIP, LGED Bhaban, Level-11, Agargaon, Dhaka-1207. The duration of the contract shall be 48 Months from the date of commencement.*



## Section 2. Terms of Reference

*The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.*

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### 1.0 Background of the assignment

**"Haor Area Elevated Road & Physical Infrastructure Improvement Project (HAERPIIP)"** 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 total project cost is Tk.3490 Crore and tenure of the project is January, 2022 to December, 2026. It is a GoB funded project. Under this project, 168.34 km roads (All Weather, Submersible and Elevated) including 5688 m bridges will be constructed on rural roads at different location of the project area. A portion of the project fund will be utilized to employ an Individual Consultant as Residential Engineer.

### 2.0 Objective of Consultancy Services

The objective of the consultancy service is to assist the implementation of project components including roads and bridges on rural roads supervision of civil works in different locations with specified technical specifications, quality and time-frame.

### 3.0 Scope of the Consultancy Service

The overall scope of work of the consultant is to assist PD, XEN & UE in connection with the construction supervision and quality control for the construction of roads/bridges. The Consultants shall carry out their tasks with accepted professional standards, utilizing sound international engineering and economic practices. The service includes but not limited to the following activities:

- (i) Review of all relevant project documents including topographical survey report, sub-soil investigation report, detailed design and drawings, specifications etc and suggest modifications and changes as necessary to the Project Director;
- (ii) Assist the Team Leader & Project Director in overall supervision and execution of contracts in project districts; Assist for timely implementation of the project with effective guidance, supervision, and quality control.
- (iii) 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.
- (iv) Implement '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 Quality Control Engineer and PD, and assist LGED to use it during the construction of the roads/bridges.

- (v) Examine the physical lay-out of roads/bridges provided by the Contractor/Upazila Engineer following the particular drawings and provide necessary directive to correct the alignment if needed;
- (vi) Check and recommend the contractor's method of statements, working drawings, and programs & procedures for both temporary and permanent works;
- (vii) Examine and provide comments/suggestions on the contractor's personnel work procedure/methodology, work plan/construction technology, equipment used, materials quality, testing system, shop drawings, etc. to satisfy the requirements of technical specification;
- (viii) Ensure the necessary field and laboratory tests are duly performed at the specified levels to confirm quality of executed works; In road works tests to be performed in each layer and thickness be measured before covering by another layer;
- (ix) Provide regular visit to the road/bridge construction sites to supervise works and monitor progress particularly, supervise/guide other project 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.
- (x) Check measurements of accomplished executed by the contractor and certify payments to contractors;
- (xi) Provide on job training to LGED officials, Field Supervision 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.
- (xii) Supervise works of Field Supervision Engineer and provide guidance to them as required.

#### **4.0 Duration of the services and Working station:**

The Consultant will be posted in upazila level, he/she have to stay at the construction site for the project period to supervise contract execution. He/she shall have to frequently visit the field activities as per requirement of LGED even in holidays as emergency. He/she shall have to take the responsibility of completing the project in time. The expected duration of the assignment is about 48 months and expected to be commenced on 1st January 2023. If the consultant wants to change the service for another project of LGED or any other organization, he/she have to take prior no objection from the PD during submission of RFA. Otherwise 2 (two) months remuneration and reimbursable amount will be forfeited. Duty station will be in any project districts.

#### **5.0 Qualification, Experience & Suitability :**

##### **a) Educational Qualification:**

- Minimum B.Sc in Civil Engineering from any reputed Public/Govt. Accredited University/Institution.

##### **b) Experience & adequacy for the assignment :**

- 15 years of overall experiences, out of which 10 years relevant experience in construction supervision of roads and large PC/RCC girder bridge.

- Knowledge and practical experience in supervision of roads and PC/RCC girder bridges over river.

## **6.0 List of Reports and deliveries**

1. **Inception Report:** *This report is to be prepared and submitted to Project Director (PD) based on the consultant's in-depth understanding of his/her assignment and initial findings covering a detailed work plan, setting up of the methodology, outlining key issues to be covered, structure of deliverables; within 2 weeks from the commencement of the contract.*
2. **Monthly Progress Reports:** *A short report, to detail the progress made during the month, has to be submitted to the PD within 7(seven) days from the end of every calendar month.*
3. **Quarterly Progress Report:** *A detail progress report has to be submitted to the PD within 15(fifteen) days from the end of every Quarter.*
4. **Quality Assurance Plan and Quality Control Guidelines:** *Quality Assurance Plan and Quality Control Guidelines will be submitted to PD within 2(two) months of the contract effective.*
5. **Final Report:** *Final report will be prepared and submitted to the Project Director one week before completion of assignment.*

## **7.0 Data, Local Service and Facilities to be Provided by The Client**

The project will provide appropriate office space and associated items (data, information, furniture, stationeries, etc.) necessary to carry out the assignment.

Moreover, the project will provide the Consultant all following available data and information as and when required:

- Study Reports, Digital Topographical Survey and Technical Data;
- All relevant studies related to the assignment, recently completed;
- Design manuals, standard designs of Bridges & other infrastructures,
- Location of the Bridges /structures;
- Cost data on recent construction projects; and
- Other related documents.

## **8.0 Institutional Arrangement:**

The consultant will be based at the Upazila level and will work closely with Upazila Engineer and the Executive Engineer, LGED, Sunamgonj and report directly to the Project Director (PD). The Consultant will work closely in co-ordination with Team Leader and Upazila Engineer and all individual consultants of the project.

The deliverables will be submitted on time by the consultant to the PD with a copy to the Executive Engineer, LGED, Sunamgonj.

## **Section 3. Application Forms**

*Form 3A : Application Submission Form*

*Form 3B : CV of the Applicant*

*Form 3C: Remuneration and Reimbursable*

# Form 3A. Application Submission

[Location: dd/mm/yy]

To:

-----  
[Name]  
-----

-----  
[Address of Client]  
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Dear Sirs:

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

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

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

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

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

*I remain,*

*Yours sincerely,*

*Signature*

*Print name*

*Address:*

*Tel:*

**Attachment:**

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

1	<p><i>PROPOSED POSITION FOR THIS PROJECT:</i></p>	<p><i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i></p>								
2	<p><i>NAME OF PERSON:</i></p>	<p><i>[state full name]</i></p>								
3	<p><i>DATE OF BIRTH</i></p> <p><i>3.1 AGE (age on 01/11/2017):</i></p>	<p><i>[ dd/mm/yy]</i></p> <p><i>[ xx Year]</i></p>								
4	<p><i>NATIONALITY</i></p> <p><i>(NATIONAL ID NO):</i></p> <p><i>4.1 ADDRESS</i></p>	<p><i>a) Present</i></p> <p><i>b) Permanent</i></p>								
5	<p><i>MEMBERSHIP IN PROFESSIONAL SOCIETIES, REGISTRATION WITH PROFESSIONAL ENGINEERS REGISTRATION BOARD AND PUBLICATIONS</i></p>	<p><i>[State status and ID number].</i></p>								
6	<p><i>EDUCATION</i></p>	<p><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></p>								
7	<p><i>OTHER TRAINING</i></p>	<p><i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i></p>								
8	<p><i>LANGUAGES &amp; DEGREE OF PROFICIENCY</i></p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Language</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Speaking</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Reading</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Writing</u></th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">e.g. English</td> <td style="padding-left: 20px;">Fluent</td> <td style="padding-left: 20px;">Excellent</td> <td style="padding-left: 20px;">Excellent</td> </tr> </tbody> </table>	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>	e.g. English	Fluent	Excellent	Excellent
<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>							
e.g. English	Fluent	Excellent	Excellent							
9	<p><i>COUNTRIES OF WORK EXPERIENCE</i></p>									
10	<p><i>EMPLOYMENT RECORD</i></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>EMPLOYER 1</i></p> <p><i>EMPLOYER 2</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> <p><i>FROM: [e.g. January 1999] TO: [e.g. December 2001]</i></p> <p><i>FROM: TO:</i></p>								

	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4 (etc)	FROM:	TO:
11	TOTAL LENGTH OF WORK EXPERIENCE	[total years of general work experience]	
12	WORK EXPERIENCE IN RELEVANT FIELD	[ in terms of years in relevant experience]	
13	COMPUTER SKILL INCLUDING TRAINING		
14	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].	

**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**

<i>Rate</i> <i>(per month / day / hour in Tk)</i>	<i>Staff Time</i> <i>(No. month / day / hour)</i>	<i>Total (Tk)</i>

**Note: A month consists of 30 calendar days.**

**(2) Reimbursable (as applicable)**

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

<b>CONTRACT CEILING (1) + (2)</b>	
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## Section 4. Contract Forms

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

### 4.1 Contract Agreement (Time-based)

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

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

*WHEREAS, the Consultant is willing to perform these Services,*

*NOW THEREFORE THE PARTIES hereby agree as follows:*

#### **General**

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

proceedings concerned or reject an Application for award;  
and

- (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

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

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

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

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

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

- |                                 |  |
|---------------------------------|--|
| 4. Applicable Law               | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh   |
| 5. Governing Language           | 5.1 The language governing the Contract shall be English, 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.<br><br>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                  | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or   |

## **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. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.

13. *Payment Conditions*
- 13.1 **Currency:** *Payments shall be made in 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 instalments 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*
- 17.1 **Client's Representative**

*Administration*                      *The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.*

**17.2 Timesheets**

*The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.*

18. *Confidentiality*                      18.1 *The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.*

19. *Consultant's Liabilities*                      19.1 *The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.*

19.2 *The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.*

20. *Consultant not to be Engaged in Certain Activities*                      20.1 *The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.*

## **Obligations of the Client**

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

## **Termination and Settlement of Disputes**

22. *Termination*                      22.1 **By the Client**  
*The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any event necessitating such termination.*

22.2 **By the Consultant**

*The Consultant may terminate the Contract, by not less than twenty eight(28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.*

23. *Dispute Resolution*                      23.1 **Amicable Settlement**  
*The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.*

### 23.2 Arbitration

*If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.*

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

*FOR THE CLIENT*

*FOR THE CONSULTANT*

*Signature*

*Signature*

*Print Name & Position:*

*Print Name:*

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

*(a) The Form of contract*

*Annex A: Description of Services*

*Annex B: Cost Estimates of Services and Schedule of Rates*

*Annex C: Consultant's Reporting Obligations*

## **ANNEX A: Description of the Services**

*[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)*

- 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 Assistant(s)/Support staff;*
  - 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

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

### (B) Reimbursable

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

<b>CONTRACT CEILING (A) +(B)=</b>	<i>Total =</i>
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**ANNEX C: Consultant's Reporting Obligations**  
(Sample Format)

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