



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
Local Government Engineering Department
Need Based Infrastructure Development of Newly Nationalized Government Primary
School Project (1st Phase)

Level-8, LGED Bhaban
Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

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

Name of Positions:

Individual Consultant (National):

1. Project Management Consultant
2. Architect
3. Structural Engineer
4. Electrical Engineer
5. Monitoring Engineer
6. junior Structural Engineer
7. Junior Architect
8. Junior Plumbing Engineer
9. Media Consultant
10. Programmer
11. Audit Expert
12. Junior 3D Modeller
13. Junior Geologist
14. Junior Supervision Engineer

Request for Application No.:

Issued To :

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Section-1. Information to the Applicants

A. General

1. Scope of assignment

The Client has been allocated Public fund for Need Based Infrastructure Development of Newly Nationalized Government Primary School Project (1st Phase)

 - 1.1 And intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
 - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
 - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

[Minimum educational qualifications, required experience and selection criterion have been mentioned in Terms of reference in Section 2]
3. Eligible Applicants
 - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions



- 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
 - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
 - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
 - 3.5 The Applicant has the legal capacity to enter into the Contract
 - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
 - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
 - 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
 - 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
 - 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
 - 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Applicant from participation in the procurement



proceedings concerned or reject an Application for award; and

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

5. Conflict of Interest

- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application

- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
 - ❖ Form 3A: Application Submission Form;
 - ❖ Form 3B: CV of the Applicant; and
 - ❖ Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are subject to negotiations and agreement with the Client prior to finalisation of the Contract.

7. Submission of Application

- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.



- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is **31th August 2020** 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	25 points
• Relevant Working Experience and its adequacy for the assignment	60 points
• Suitability considering age, skill (such as training, computer skills and others).	10 points
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 15 **September 2020** at **LGED Bhaban, Agargaon, Dhaka 1207**. The duration of the contract shall be **24 Months** from the date of commencement.



Section-2: Terms of Reference

Background and General Description

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.

LGED has been working with the Directorate of Primary Education (DPE) of the Ministry of Primary and Mass Education (MoPME), as one of the link organizations involved in implementation of civil works under the projects and programs since 1990. Since then, a total 34-projects and programs have been undertaken for implementation through LGED. Out of which 31 projects and programs had been completed and remain 3 are ongoing. The major ongoing projects are **the Need Based Infrastructure Development Project of Government Primary Schools, the Need Based Infrastructure Development Projects of Newly Nationalized Government Primary Schools and Fourth Primary Education Development Program (PEDP4)**. LGED also remained associated with the General Education Program-1 (GEP1), General Education Program-II (GEP2), Second **Primary Education Development Program (PEDP-II)** and **Third Primary Education Development Program (PEDP-3)**—and performed similar tasks. All completed projects and programs had successfully attained the desired goals. This has given the opportunity to LGED to gain huge experience and local knowledge in the Primary Education Sector of Bangladesh.

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 has been started from 1st July, 2017 for a period of seven years. Similarly, Fourth Primary Education Development Program (PEDP4), the follow-up of PEDP3 was commenced from 1st July, 2018 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.

LGED is mainly responsible for implementing the civil works such as reconstruction and construction of school buildings, additional class room, extension of District Primary Education Office, extension of Upazilla Education Office and supply of furniture etc. LGED already established a unit named 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. The PEIMU is now seeking applications to engage Individual Consultants for rendering services on primary education infrastructures planning, development implementation and management.

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 areas of:

- a) overall project management
- b) overall planning, design and estimating aspects
- c) overall financial management and fiduciary issues
- d) overall procurement management
- e) effective monitoring and supervision management
- f) quality output of civil works
- g) quality output of electrical and solar system
- h) enhance proper compliance of program environmental and social safeguard issues
- i) architectural plans, drawing, designs, interior designs and models



- j) quality output of structural plans, drawing and designs and plan
- k) quality output on water supply, plumbing and fire system for the building
- l) documentation, publication and dissemination of all positive news of PEIMU and LGED in the print and electronic media.

1. Project Management Consultant:

The individual consultant in the capacity of Project Management Consultant will provide consultancy service in areas of management, planning, monitoring, supervision and implementation of development activities of PEIMU, LGED. The consultant will perform his duties in accordance with acceptable professional standard and utilizing sound management practices.

The assignments of Project Management Consultant shall include, but not limited to the following:

- a) Work under the direct supervision of the Additional Chief Engineer (RID& M) having close coordination with the PEIMU of LGED to implement MoPME delegated works along with PEDP4 development activities ;
 - b) Provide overall assistance for efficient management and smooth implementation of the primary education development activities including planning, procurement, implementation, supervision, co-ordination and monitoring of schemes under implementation;
 - c) Keep close liaison with Chief Engineer and Additional Chief Engineer (Implementation) for different activities of the program/projects and appraise them on the management issues, progress and problems of the projects time to time;
 - d) Assist in preparing reports as required by MoPME, Planning Commission, DPE and Development Partners;
 - b) Assist to prepare PCR for IMED and DP's for projects and program under PEIMU of LGED;
 - c) Assist in preparing progress brief and reports, formats and checklist for smooth implementation of NNGPS, PEDP4 and other projects of MoPME being implemented by LGED;
 - d) Assist LGED and PEIMU of LGED to prepare Audit and Annual Fiduciary Review report for resolving the raised observations;
- g) Carry out field visits for quality implementation of development activities of PEIMU.
 - h) Assist in reviewing the progress of the project at LGED HQ level/Divisional level/District level, identify the problems/bottlenecks and suggest remedial actions for mitigation.
 - h) Assist PEIMU in preparing environment safeguard and social safeguard monitoring reports;
Act as resource person on capacity development training of LGED officials;
 - e) Assist LGED and PEIMU of LGED for evaluation and formulation of projects and program.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Educational Qualifications: B.Sc. in Civil Engineering or equivalent from any recognized university;
- b) Minimum 15 years experience in construction project management activities including 5(five) years experience foreign Assisted projects;
- c) A Master Degree in Engineering or equivalent will be preferred;



2. Architect:

The consultant will carry out his tasks in accordance with accepted professional standards and assist Additional Chief Engineer (Implementation) in the area of architectural planning, designing and, modeling of LGED and PEIMU development activities.

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

- a) Review the existing Architectural Design and Drawings and design standards of LGED/PWD/BNBC
- b) Prepare Architectural Design and Drawings interior design and landscape for Primary Education Development Projects as requested by LGED.
- c) Carry out his assignments timely and provide sound and diligent services. Any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.
- d) Provide data, drawing as well as necessary support to Structural Engineers so that he could get all relevant information from the consultant.
- e) Prepare specifications and unit rates for the items, which are not available in current LGED's specifications and assist LGED in preparing Tender Documents.
- f) Monitor and supervise the work under implementation in order to ascertain whether or not the work progressed as per original Architectural Design and Drawings.
- g) Consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Architectural Design and Drawings. While doing so the consultant should consider the alternate options so that the requirements as well as cost could be optimized.
- h) 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.
- i) Assist to prepare Variation Order (VOs) in light of contract agreement and recommend for approval, if required. In this case proper attention should have to be paid during design and preparation of BOQ so that the numbers of Variations could be kept minimal.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Educationnel Qualifications: Minimum B.Sc. in Architecture or equivalent degree from any recognized University /Institution.
- b) The candidate must have 10 years experience Architectural Design work of Civil Engineering infrastructure with particular experience in Building related works.

3. Structural Engineer:

The consultant shall work under supervision of Additional Chief Engineer (RID&M) and Superintending Engineer (Education) of LGED. The consultant will carry out his/her tasks in accordance with accepted professional standards, utilizing sound engineering and economic practices. In conducting this work, the Consultant shall cooperate fully with Government officials related to the project who will provide the essential data and requirements. He/She shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports.



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

- a) Work under the direct supervision of the Additional Chief Engineer (Implementation), Superintending Engineer (Design) and work in close coordination with PEIMU, LGED HQ.
- b) Provide LGED overall assistance and guidance for efficient management and smooth implementation of the primary education development projects including Design and supervision of schemes under implementation at field level.
- c) Liaise with the PEIMU and field staff and assist in proper planning and design of the related structures.
- d) Assist LGED for necessary modification/improvement of type design and estimate based of field situation.
- e) Recommend possible solutions increase of any dispute regarding contractual obligation between the contractors and LGED.
- f) Assist LGED in reviewing the progress of the project at LGED head quarter/Divisional level/District level, identify the problems/bottlenecks and suggest action for mitigation regarding planning design of primary school infrastructure under project.
- g) Report about all the unusual design conditions to the Additional Chief Engineer (Implementation) and suggest solutions appropriate to meet the conditions.
- h) Provide guidance for design of any special type under special circumstances if necessary instead of the standard design under practice in LGED.
- i) Suggest any necessary change in design in case of unusual situation encountered during any construction work.
- j) Conduct research and development for primary school innovative infrastructure under guidance of the Chief Engineer, LGED.

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 years experience in Structural Design works of Civil Engineering infrastructure with particular experience of Building.

4. Electrical Engineer:

The Electrical Engineer will provide consultancy service in areas of planning, designing, supervision, managing, monitoring and evaluation of electrical aspects of various infrastructures like multi-storied office and residential buildings, auditoriums, memorials, functional buildings, Primary school cum cyclone shelters, markets etc. in consultation with LGED officials and other professionals working in the PEIMU.

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

- a) Prepare Electrical Sensing and Drawings for various infrastructures like multi-storied office and residential buildings, auditoriums, memorials, functional buildings, Primary school cum cyclone shelters, markets etc. in consultation with LGED officials and other professionals and review the existing Electrical design standard of LGED/PWD/REB.
- b) Prepare Electrical Design and Drawings for various projects as requested by LGED.
- c) 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.



- d) 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.
- e) Provide data, drawing as well as necessary support to Structural Engineers/ Architect so that he/she could get all relevant information from them.
- f) 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.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum BSc Degree in Electrical Engineering from any recognized university.
- b) Minimum 10 years' experience in Electrical Engineering related works.

5. Monitoring Engineer:

The Monitoring Engineer will provide consultancy service in areas of planning, supervision, managing, monitoring and evaluation of works quality of primary schools construction works undertaken by PEIMU and LGED. The consultants will perform his duties in accordance with acceptable professional standard, utilizing sound engineering, monitoring and supervision management.

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

- a) Work under the direct supervision of Additional Chief Engineer (RID&M) and work in close coordination with PEIMU , LGED HQ.
- b) Liaison with the PEIMU Project Monitoring Unit of PEDP-3, LGED HQ and Upazila LGED Staff and assist in proper planning, supervision and monitoring.
- c) Assist PEIMU PMU in the preparation of work-plan related to implementation of PEDP-3 and other Primary School construction projects.
- d) Assist LGED in the preparation of estimates as per approved plan design, evaluation of tenders, provide professional judgment.
- e) Assist LGED in regular monitoring and evaluation of progress of work, quality of work and find out issues and suggest necessary means for prescription of issues and problems
- f) Attend meetings as per advice of the authority related to PEIMU PEDP-3 including MoPME review meetings, ADP review meetings and meetings with development partners.
- g) Assist in reviewing the progress of the project at LGED HQ level/Divisional level/District level, identify the problems/bottlenecks and suggest remedial actions for mitigation.
- h) Design suitable format for collection of information from the field level for monitoring and evaluation of progress of works.

i) Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- Minimum B.Sc. in Engineering or equivalent from any recognized university/institution.
- The candidate must have 10 years experience in construction project monitoring activities

6. Junior Structural Engineer:

The consultant shall work under supervision of Additional Chief Engineer (Implementation) and Superintending Engineer (Education) of LGED. The consultant will carry out his/her tasks in accordance with accepted professional standards, utilizing sound engineering and economic practices. In conducting



this work, the Consultant shall cooperate fully with Government officials related to the project who will provide the essential data and requirements. He/She shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports.

The key responsibilities of the professional for the above services are mentioned below but not limited to:

- a) The Junior Structural Design Engineer provides consultancy service in areas of planning, design of primary schools construction works undertaken by LGED.
- b) The Junior Structural Design Engineer will perform his duties in accordance with acceptable professional standard, utilizing sound engineering, management and economic practices of international standard.
- c) Work under the direct supervision of the Additional Chief Engineer (Implementation), Superintending Engineer (Design) and work in close coordination with PEIMU, LGED HQ.
- d) Provide LGED overall assistance and guidance for efficient management and smooth implementation of the primary education development projects including Design and supervision of schemes under implementation at field level.
- e) Liaise with the PEIMU and field staff and assist in proper planning and design of the related structures.
- f) Assist LGED for necessary modification/improvement of type design and estimate based of field situation.
- g) Recommend possible solutions increase of any dispute regarding contractual obligation between the contractors and LGED.
- h) Assist LGED in reviewing the progress of the project at LGED head quarter/Divisional level/District level, identify the problems/bottlenecks and suggest action for mitigation regarding planning design of primary school infrastructure under project.
- i) Report about all the unusual design conditions to the Additional Chief Engineer (Implementation) and suggest solutions appropriate to meet the conditions.
- j) Provide guidance for design of any special type under special circumstances if necessary instead of the standard design under practice in LGED.
- k) Suggest any necessary change in design in case of unusual situation encountered during any construction work.
- l) Conduct research and development for primary school innovative infrastructure under guidance of the Chief Engineer, LGED.

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 5 years experience in Structural Design works of Civil Engineering infrastructure with particular experience of Building.

7. Junior Architect:

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

- a) Review the existing Architectural Design and Drawings and design standard of LGED/PWD/BNBC To prepare Architectural Design and Drawings interior design and landscape for Primary Education Development Projects as requested by LGED.
- b) Carry out his assignments timely and provide sound and diligent services. Any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.



- c) Provide data, drawing as well as necessary support to Structural Engineers so that he could get all relevant information from the consultant.
- d) Prepare specifications and unit rates for the items, which are not available in current LGED's specifications and assist LGED in preparing Tender Documents.
- e) Monitor and supervise the work under implementation in order to ascertain whether or not the work progressed as per original Architectural Design and Drawings.
- f) Consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Architectural Design and Drawings. While doing so the consultant should consider the alternate options so that the requirements as well as cost could be optimized.
- 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) Assist to prepare Variation Order (VOs) in light of contract agreement and recommend for approval, if required. In this case proper attention should have to be paid during design and preparation of BOQ so that the numbers of Variations could be kept minimal.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Educationnel Qualifications: Minimum B.Sc. in Architecture or equivalent degree from any recognized University /institution.
- b) The candidate must have 05 years experience Architectural Design work of Civil Engineering infrastructure with particular experience in Building related works.

8. Junior Plumbing Engineer:

The assignment of Junior Plumbing Engineer are following, but not limited to:

- a) Assist LGED in design and supervision of work related to water supply, sanitation, plumbing, waste disposal, fire-fighting and rainwater harvesting of different Building work.
- b) Assist Chief Engineer of LGED in all kind of development work.
- c) Assist Additional Chief Engineer (Implementation) and Superintending Engineer (Education) in services related to Primary Education Infrastructure Development.
- d) Visit selected Building site.
- e) Discuss with LGED personal 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) Study the draft architectural and structural plan as prepared by the architect and structural engineers.
- h) 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.
- i) 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.
- j) Prepare design and plan for the plumbing and sanitary works as per applied standard practice showing all necessary calculations in the draft and final report.



- k) Prepare detailed estimate for water supply, sanitation, plumbing, waste disposal, fire-fighting and rainwater harvesting works following usual code and specifications of approved LGED rate schedule. In case of any deviation from LGED there may be suggestion to follow the approved specification and rate schedule if available in any other department. However, in case of any non-existence of approved rate suggestion may be for use of analyzed rate duly approve by LGED.
- l) Prepare BOQ in support of prepared estimates for water supply, sanitation, fire-fighting (hydrant system, fire extinguisher both gas and chemical) and rainwater harvesting works and support the LGED expert associated with the detailed preparation of estimate and BOQ.
- m) Ensure checking of lay out plan for all works kept under the package during start of work and make it suitable and convergent with the overall plan under implementation.
- n) Ensure field checking at the start of work and final checking with the completion of all the works and be sure that the work be inconformity with the design, easily operational and actively service oriented one.
- o) Assist LGED in the evaluation of tender/revised estimates for the work under this package and provide professional judgment.
- p) Assist LGED and other official associated with the implementation of schemes.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Educationnel Qualifications: B.Sc. in Civil Engineering or equivalent degree from any recognized University /Institution.
- b) Minimum 05 years experience in the relevant water supply, sanitation, plumbing, waste disposal, fire-fighting and rainwater harvesting of different Building work.

09. Media Consultant:

The individual consultant in the capacity of Media Consultant will provide consultancy service accordance with acceptable professional standard, utilizing sound management and economic practices of international standard.

The assignments of the Media Consultant will include, but not limited to, the following:

- a) Assist LGED in publication of development activities.
- b) Highlight LGED's development activities through print and electronic media.
- c) Find out new scope for LGED to increase his development work and its image to national and international level.
- d) Assist Chief Engineer of LGED in all kind of publication work.
- e) Assist Additional Chief Engineer (Implementation) and Superintending Engineer (Education) in publication related to Primary Education Infrastructure Development.
- f) To prepare and edit quarterly LGED Newsletters.
- g) To prepare LGED brochure.
- h) To prepare PEDP-3 brochure.
- i) To prepare press release of the Workshop/Seminar as and when happened and ensures its publication in the national dailies and broadcast in Radio and different T. V. Channels.
- j) To ensure publication of PEDP-3 development activities through Press and Electronic media.
- k) To assist in preparation of different document.



- l) Arrange special write up as when occasion arises on LGED's development activities for publication in the national dailies.
- m) Keep close liaison with national press and electronic channels.
- n) The Media Consultant will report to the Chief Engineer, LGED. He will work closely with Additional Chief Engineer (Implementation), LGED and Superintending Engineer (Primary Education), LGED.

Selection Criteria

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Educationnel Qualifications: Masters in Mass Communication and Journalism/ International Relation/ any other equivalent or related subject.
- b) Minimum 10 years experience in the relevant field.
- c) Excellent analytical and communications skills and ability to write clearly and concisely.
- d) Strong interpersonal skills and ability to work effectively in a team-based environment and under tight time constraints.
- e) Ability to provide the full range of operational assistance with independent responsibility;
- f) Ability to build effective working relations with Client's and colleagues.

10. Programmer:

The Programmer will provide consultancy service in areas of ICT based monitoring and managing the project activities undertaken by NBIDGPS and PEIMU of LGED. The consultants will perform his duties in accordance with acceptable professional standard, utilizing sound knowledge and skill of monitoring and management.

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

- i) Work under the direct supervision of Additional Chief Engineer (Implementation) and work in close coordination with PEIMU, LGED.
- j) Assist NBIDGPS and PEIMU in designing proper ICT based planning, supervision, implementation and monitoring system of development activities.
- k) Assist NBIDGPS and PEIMU in the area of ICT requirement by defining and analyzing existing system problems.
- l) Review and identify existing ICT applications problems and develop program and ICT solution by preparing and evaluating alternatives workflow solutions.
- m) Assist LGED in preparing specifications and procedures for establishing ICT monitoring and evaluation of progress of work.
- n) Assist in testing and troubleshoot programs utilizing appropriate hardware, database and programming technology.
- o) Assist in reviewing the progress of the project at LGED HQ level/Divisional level/District level, identify the problems/bottlenecks and suggest remedial actions for mitigation.
- p) Assist LGED in providing ICT training and operation and maintaining the system.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Master's Degree or four years honors degree in any subject or B.Sc. in Engineering or Computer Science or equivalent degree from any recognized university/institution.



- b) The candidate must have 10 years' experience as Computer Programmer in any organization and Associate Member of a Professional Computer Society.

11. Audit Expert:

The assignments of **Audit Expert** shall include, but not limited to the following

- a) Assist PEIMU, LGED and PEDP4 to expedite program and project audit reply and settlement system.
- b) Provide technical assistance in improving financial systems.
- c) Assist for improvements of audit and financial management systems of PEIMU and PEDP4.
- d) Assist PEIMU accounting personnel for auditing, book-keeping, accounting, budgeting and payment records.
- e) Liaison with the FAPAD & DPE to settle the audit observations.
- f) Assist & strengthen the PEIMU accounts and audit matters through Govt. financial rules and regulation, procedures etc.
- g) Other duties as may be assigned by the PEIMU.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Bachelor Degree in Accounting or Equivalent degree from any reputed university.
- b) Minimum 10 years' experience as Audit & Financial Management.

12. Junior 3D Modeler:

The 3D Modeler will:

- a) Prepare 3D modeling and rendering of various structures and landscape.
- b) May have to prepare short length 3D animation.
- c) Prepare presentation of various infrastructures as requested by LGED.
- d) Provide data, drawing as well as necessary support to Structural Engineer.
- e) Carry out his assignments timely and provide sound and diligent services;
- f) Any other duties assigned by the Design Unit related to the assignment.

Selection Criteria

Candidates meeting the following requirements are encouraged to apply:

Minimum Educational Qualifications: B.Sc. in Architecture or Civil Engineering / Diploma in Arch or Civil Engineering or equivalent degree from any recognized University/institution. Prepare 3d modeling and rendering of various structures and landscape.

- a) The candidate must have experience in Architectural CAD Drawing of Civil Engineering infrastructure with particular experience in Building related work.
- b) 5 years' experience for graduate and 10 years' experience for Diploma holder.



13. Junior Geologist:

The key responsibilities of the Geologist will be to:

- a) Supervise field Sub soil investigation work by the sub-soil investigation contractor/firm.
- b) Review the soil sampling & soil classification done by the investigation firm.
- c) Supervise drilling work and others related works and check bore log performed by the contractor/firm.
- d) Review and check all field data/Sample etc.
- e) Collection and review of Published geological report on the study area.
- f) He/ She will also have to do following geological study of the proposed site:
 - ❖ Satellite image (it can be collected from SPARSO- space research and remote sensing Org.) for carrying;
 - Settlement
 - Morphology
 - Topographic information
 - Subsurface geological conditions
 - Fault
 - Joint
 - Earthquake records for sustainable development
 - ❖ Hydro geological condition (data can be collected from Gov. Org. i.e. BWDB-Bangladesh Water Development Board);
 - Ground water level.
 - Surface water level.
 - Recharge Condition of the Zone where water may leaked into the site or away from the site
 - ❖ Climatic conditions (data must be collected from Gov. Org.):
 - Rainfall
 - Temperature
 - Humidity
 - Surface Level: Elevation from mean sea level.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Master Degree in Geology or equivalent degree from any recognized University /institution.
- b) The candidate must have minimum 05 years working Experience as Geologist particularly in sub soil investigation of civil Engineering infrastructure.

14. Junior Supervision Engineer:

The Junior Supervising Engineer will work under the direct supervision of Superintending Engineer (Region), LGED in close association with the Executive Engineer (Region) regarding quality control and supervision of construction activities of PEIMU activities at field level.

The specific roles and responsibilities of the **Junior Supervision Engineer** shall include, but not limited to the following:

- a) Accountable for the smooth execution of the construction work of Primary School infrastructures under the region.



- b) Prepare Monthly progress report Primary School infrastructure of the region.
- c) Follow the work schedule submitted by the contractor and ensure its implementation with quality and within time frame according to design and specifications
- d) Properly report to the XEN (Region) any incidence that may delay the project progress.
- e) Perform assignment as given by the XEN (Region) & SE (Region).
- f) Verify and check the test results and frequency of test of key construction materials as outlined in the tender documents.
- g) Ensure that all works in the Bill of Quantities have been executed by the contractor.
- h) Review work program submitted by the contractor and recommended changes on the same to expedite implementation and completion of the work.
- i) Preparation and checking of Estimate

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) B.Sc. in Civil Engineering or equivalent / Diploma in Civil Engineering from any recognized university/institution.
- b) The candidate must have experience in Building construction Supervision. (5 years' experience for graduate and 10 years' experience for Diploma holder)

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 (RID &M)
Local Government Engineering Department
Level-8, LGED Bhaban, Agargaon
Sher-e-Bangla Nagar, Dhaka-1207

Dear Sirs:

I am here by 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	<u>Language</u> <u>Speaking</u> <u>Reading</u> <u>Writing</u> <i>e.g. English Fluent Excellent Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE	
10	EMPLOYMENT RECORD <i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i>	<i>[The Applicant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i> <i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>
	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>
12	COMPUTER SKILL	

CERTIFICATION

[Do not amend this Certification].

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



LOCAL GOVERNMENT ENGINEERING DEPARTMENT

Local Government Division

Ministry of Local Government, Rural Development & Cooperatives



LGED District Portal

Select



Go

[Home](#) [Projects](#) [Digital Map](#) [Road Database](#) [Webmail](#)

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

Payments to the Consultant

10. Ceiling Amount 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;

or



Daily rate: The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave

or

Hourly rate: The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.

12. Reimbursable
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.
- 13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.
- [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.
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)

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 a)	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 =
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ANNEX C: Consultant's reporting Obligations

(Sample Format)

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