

Government of the People's Republic of Bangladesh
Local Government Engineering Department
RDEC Bhaban (Level-7),
Agargaon, Sher-e-Bangla Nagar
Dhaka-1207.

Request for Application (RFA)
Selection of Individual Consultant (National)
Proposed Position: Regional Supervision Engineer
(Time Based)

Package no- TULO/SD-10-18

Issued to

Issued on

April-2019



Government of the People's Republic of Bangladesh

Local Government Engineering Department

RDEC Bhaban (Level-7),

Agargaon, Sher-e-Bangla Nagar

Dhaka-1207.

www.lged.gov.bdউন্নয়নের গণতন্ত্র
শেখ হাসিনার মূলমন্ত্র

Memo No: 46.02.0000.876.11.004.17-295

Date: 31.03.2019

**Request for Expression of Interest
For****Selection of Individual Consultant**

The Local Government Engineering Department has been received public fund from the Government of the People's Republic of Bangladesh (GOB) toward the cost of (1) "Construction of Town and Union Land Office Across the Country Project under the Ministry of Land and (2) "Strengthening of National Training Academy (NATA)" under the Ministry of Agriculture and intends to apply part of the proceeds of these funds for payments under the contract for the provision of consultancy services as stated below:

Package no	Proposed Position	No of Post	Qualification	Experience
TULO/ SD-10-18	Regional Supervision Engineer	9 (Nine)	B. Sc in Civil Engineering from any reputed University Or Diploma in Civil Engineering from any reputed Institute.	a) For <u>B. Sc in Civil Engineering</u> : Should have at least 7 years of overall experiences, out of which 5 years of relevant experience in supervision of building sector Or For <u>Diploma in Civil Engineering</u> : Should have at least 20 years of overall experiences, out of which 15 years of relevant experience in supervision of building sector b) Should have Experience in Building work supervision, quality control, materials testing, Estimate preparation, Variation preparation & checking etc
NATA/ S-06	Supervision Engineer	1 (One)	Minimum B. Sc in Civil Engineering from any reputed University	a) Should have at least 7 years of overall experiences, out of which 5 years of relevant experience in supervision of building sector b) Should have Experience in Building work supervision, quality control, materials testing, Variation preparation & checking etc

The Superintending Engineer (Technical Support), LGED now invites eligible applicants to apply for the positions mentioned above. Interested applicants are invited to provide information indicating that they are qualified to perform the services (Complete CV with other details as per requirements of the ToR).

Consultants will be selected using the selection of individual consultant sub-method in accordance with the Public Procurement Rules 2008. It is expected that the services will commence on 1st June 2019 as Specified in TOR.

A complete set of "Request for Application" including Terms of Reference may be obtained from the office of the undersigned up to 22.04.2019 during normal office hours.

Expression of Interest shall be received until 2.00pm on 23.04.2019 in sealed envelope delivered to The Superintending Engineer (Technical Support), level-7, RDEC Bhaban, LGED Agargaon, Dhaka-1207 and be clearly marked "Request for Expression of Interest for Selection of Regional Supervision Engineer/ Supervision Engineer as Individual Consultant".

The authority reserves the right to accept or reject any or all EOIs without assigning any reason.

(Md. Shahjahan Mollah)

Superintending Engineer (TS)

Tel: +880-02-58150378

se.ts@lged.gov.bd

Copy forwarded for information and necessary actions to:

1. Chief Engineer, LGED, Agargaon, Dhaka.
2. Project Director, Construction of Town and Union Land Office Across the Country Project, Nilkhet Dhaka/ National Agriculture Training Academy (NATA), Gazipur
3. Additional Chief Engineer (Implementation/Maintenance), LGED, Dhaka.
4. Superintending Engineer (Admin/Design), LGED, Dhaka.
5. The Manager (Advertisement), The Financial Express/Dily Jugantor-He is requested to publish this notice once in his daily on two column inch on or before 02.04.2019 and submit 05 (five) copies of the same.
6. Mr. / Ms.

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Section 1. Information to the Applicants

A. General

1. Scope of assignment	1.1 Local Government Engineering Department (LGED) has received a public funds from the Government of the People's Republic of Bangladesh (GOB) toward the cost of "Construction of Town and Union Land Office Across the Country Project and intends to apply part of the proceeds of these funds under the contract for the provision of consultancy services 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 have been mentioned in Terms of reference in Section 2 and in the EoI]
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 23/04/2019 up to 2:00pm. 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 Qualifications	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 point
Total points:	95 points

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 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 1 st June, 2019 at the designated location of LGED Divisional or regional office. The duration of the contract shall be 24 Months (as specified in the Terms of Reference in Section 2. Clause 6.) From the date of commencement.

Section-2 . TERMS OF REFERENCE

For

Regional Supervision Engineer



1. **Background and General Description**

Local Government Engineering Department (LGED) under the Local Government Division (LGD) of Ministry of Local Government, Rural Development & Co-operatives (LGRD & C) is responsible for planning and implementation of rural infrastructure to improve rural communication and transport network, creation of employment opportunities for rural poor and contribute towards poverty reduction as a whole of the country. At the same time LGED provides technical support to other Government agencies in procuring Works. Presently LGED is implementing about 100 projects throughout the country. These include construction of roads, bridges multi-storied buildings, auditoriums, memorials, functional buildings, Primary school cum cyclone shelters, markets and other infrastructures.

The Ministry of Land has received a public funds from the Government of the People's Republic of Bangladesh (GOB) toward the cost of "Construction of Town and Union Land Office Across the Country Project " and intends to apply part of the proceeds of these funds under the contract for the provision of consultancy services for the project by individual consultants. The works included under the project are construction of one storied 1036 sft Town & Union Land Office across the country. Construction supervision engineers will be appointed to supervise contract execution works on regional basis and in other places as and when directed by Superintending Engineer (TS) as client.

In order to assist LGED in building construction supervision & estimate preparation it has been decided to engage one Individual Consultant in each region/division. The consultant must move from one district to another district as per instruction of the client. The present TOR is intended to appoint Individual Consultant titled as Regional Supervision Engineer.

2. **Objective of the Service Required**

The objectives of this assignment are to assist LGED officials in construction works supervision, quality control, contract implementation, estimate preparation, variation preparation & checking and prepare monitoring report in field level.

3. **Institutional Arrangement**

The consultant will work under the guidance Superintending Engineer (TS), LGED HQ as well as Addl(CE), respective division LGED with due standard and professional ethics, integrity. 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.

4. **Scope of the Service Required (duties and responsibilities)**

. 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.

- Review and study approved architectural working drawings, Structural Design and Drawings of different contracts, different codes, BNBC and design standards of LGED;



- Develop systematic procedures of contract supervision, site visit, materials checking and assist LGED field officials on proper supervision techniques;
- Ensuring presence during casting of major building components like piling, footing casting, slab casting, etc and carry out reinforcement checking in accordance with approved structural drawings;
- Check/verify the building lay out and plinth level with respect to drawings and surrounding building plinth level;
- Consultation with LGED officials, respective Assistant Commissioners of Land and other stakeholders as identified by LGED and incorporate their suggestions in supervision techniques.
- Explain the plumbing and electrical drawings to LGED and contractors staff and ensure the works to be executed in accordance with the approved drawings;
- Verify the sub soil investigation report and actual site conditions, if there is any mistake and mismatch report immediately to the client;
- Report/Inform to the client, if there is any inconsistency and mistake found in the drawings; any defect found in the works executed by the contractor.
- Check the quality of construction materials, aggregate grading and storage facilities created at site, test reports and inform the client in writing if anything going wrong; check the skill and experience of each labour/mason/rod binder engaged at site; ensure the curing mechanism applied at site;
- Report to the concern Upazila Engineer/Executive Engineer/SE(TS) on findings and recommendation from all site inspection and checks.
- Regular on site checking to ensure the works executed in accordance with and approved BoQ and architectural drawings, check measurements and number of each item.
- Monitor and supervise the works during implementation in order to ascertain whether or not the work progressed as per agreed work plan, structural design and drawings.
- During construction period if any change in design becomes necessary the consultant shall review necessary documents, visit the project site and finalize necessary amendments to be done and immediately report to the LGED district XEN and client.
- Recommend Design modifications where necessary to suit with site conditions;
- Prepare official cost estimate on the basis of approved architectural and structural working drawings of various construction works under SE(TS) using LGED RSPS software;
- Prepare bar bending schedule of different works, Prepare estimate of plumbing works, water supply and sanitation work, electrical works, electro-mechanical works, etc.
- Checking of variation in connection with administrative approval of any works not included in the approved estimate;



- Prepare Variation Order (VOs)
- Any other assignments given by SE (TS) from time to time.

5. **REPORTING REQUIREMENTS:**

The Consultants shall prepare and submit the following reports to SE(TS), LGED, HQ:

5.1 Inception Reports within 15 days after signing of contract. This will focus on the consultants arrangements and work program for fulfilling the tasks and responsibilities in the first year of implementation- 3 copies;

5.2 Monthly activity report which will brief Monthly target and achievement of the assignment given by the client & will be submitted 1st week of each month - 3 copies.

5.3 A comprehensive Final Report will be submitted at the end of the assignment. A draft final report, which should compile all outputs & experiences and lessons, learnt during the project period and must be submitted 30 days before final payment. After approval of draft final report by the client, the consultant shall have been submitted Final Report - 3 copies.

6. **FACILITIES TO BE PROVIDED BY THE CLIENT:**

- 6.1 LGED will provide the Consultants with all available data, drawings, project documents, etc as and when required.
- 6.2. The client will provide necessary office space and logistics to perform the duties.

7.0 **Working station & Duration:**

The working Station of the consultant will be at LGED HQ/any Divisional office of LGED and worked under the direct control of Superintending Engineer(TS), LGED, HQ/concerned Additional Chief Engineer(Division)/XEN(District), LGED. He/she will not leave the working station prior approval of Superintending Engineer(TS)/respective Additional Chief Engineer(Division). The expected duration of the assignment is about 24 months and commenced on 1st June 2019. The duration may be increased or decreased if necessary.



8.0 Qualification, Experience & Suitability :

a) Educational Qualification:

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

b) Experience & adequacy for the assignment :

- For B. Sc in Civil Engineering: At least 7 years of overall experiences, out of which 5 years of relevant experience in supervision of building sector
- And
- For Diploma in Civil Engineering: At least 20 years of overall experiences, out of which 15 years of relevant experience in supervision of building sector
- Experience in supervision of multi-storied buildings construction is preferable.
- Should have experience in software based estimate preparation like RSEPS, variation preparation & checking, progress report preparation and contract monitoring etc.

c) Suitability :

- Computer skill (RSEPS of LGED, MS word, Excel, MS power point etc.),
- Training in relevant areas
- Communication skill

For outstanding Candidate, the experience criteria may be relaxed i.e the tenure of overall experience & relevant experience may be relaxed.



Section-3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Application

Form 3C : Remuneration and Reimbursable



Form 3A. Application Submission

[Location: dd/mm/yy]

To:

The Superintending Engineer
Technical Support Unit
LGED HQ, RDEC Bhaban
Agargaon, Dhaka

Dear Sir,

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:



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

1	PROPOSED POSITION FOR THIS PROJECT :	Regional Supervision Engineer		
2	NAME OF PERSON :	[state full name]		
3	DATE OF BIRTH :	[dd/mm/yy]		
4	4.1 NATIONALITY :			
	4.2 ADDRESS (PRESENT/PERMANENT) :			
	4.3 NATIONAL ID NUMBER :			
	4.4 TIN NUMBER :			
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	[state rank and name of society and year of attaining that rank].		
6	EDUCATION	[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].		
7	OTHER TRAINING	[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].		
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u> e.g. English	<u>Speaking</u> Fluent	<u>Reading</u> Excellent
				<u>Writing</u> Excellent
9	COUNTRIES OF WORK EXPERIENCE			
10	EMPLOYMENT RECORD [starting with present position list in reverse order [every employment held and state the start and end dates of each employment]	[The Applicant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm]. [The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].		
	EMPLOYER 1	FROM: [e.g. January 1999]	TO: [e.g. December 2001]	
	EMPLOYER 2	FROM:	TO:	
	EMPLOYER 3	FROM:	TO:	
	EMPLOYER 4 (etc)	FROM:	TO:	
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO	[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		



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

HANDLE THIS ASSIGNMENT

A4].

12 COMPUTER SKILL

CERTIFICATION

[Do not amend this Certification].

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

Signature

--

Print name

--

Date of Signing

dd / mm / yyyy

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Note: Attach one recent coloured passport size photograph with the application.



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 in Tk) including VAT & IT	Staff Time (No. month)	Total (Tk)
	24	

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

Item	Total unit	Rate per unit	Total Amount (Tk)
(a) Per Diem Allowance	100		
(b) Travel Costs (state mode of travel)	As required	At cost	220800.00
(c) Report Preparation & Communication Charges	24	575.00	13800.00
	Sub-total		

Note: (b) is on the basis of actual public travel cost

CONTRACT CEILING (1) + (2)	
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Note: the taxes under the applicable law will be deducted at source from each payment to the consultants and the contract amount is inclusive of taxes, duties, levies, etc.



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 Superintending Engineer (Technical Support) ("the Procuring Entity"), Local Government Engineering Department, having its office at RDEC Bhaban (Level-7), Agargaon, Sher-e-Bangla Nagar, Dhaka-1207 and "the name of Consultant", having his address at 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 Bengali 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, reimbursable expenses and VAT & IT 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 basis.
- 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;

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 two 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 thirty (30) 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. : Not Applicable
- 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 upon submission of targeted works/drawings/reports as mentioned in the work program within thirty (30) calendar days of receipt of the invoice.
- 13.4 **Final Payment:** The final payment shall be made only after the final report and all works, drawings; documents 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 | <p>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.</p> <p>15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the contract.</p> |
| 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 | <p>17.1 Client's Representative</p> <p>The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> <p>17.2 Timesheets</p> <p>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.</p> |
| 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 | <p>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, or drawings prepared by the Consultant.</p> <p>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.</p> |



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:

Witnesses:

1.

2.

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**

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

(B) Reimbursable

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

CONTRACT CEILING (A +B)=



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 Monthly Progress Reports	Architectural drawings		
3	Draft Report			
4	Final Report			



ANNEX C1:

INDIVIDUAL CONSULTANTS
MONTHLY WORK PLAN AND PROGRESS

Designation:

Signature:

Progress on Previous Month Activities:

Activities Planned for Previous Month	Actual Progress

Plan for Next Month Activities:

Key Activities Planned

Main Issues (If any) and Proposed Activities:

Key Activities Planned	
Issues	Proposed Actions and Follow up



LOCAL GOVERNMENT ENGINEERING DEPARTMENT

Local Government Division

Ministry of Local Government, Rural Development & Cooperatives



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