

**Bangladesh Economic Zones Authority
Prime Minister's Office**

**SELECTION OF PROJECT MANAGEMENT CONSULTANT
(PMC)**

REQUEST FOR PROPOSALS

RFP No.: PMC-IEZ-BEZA-2020

**Selection of Project Management Consultant for Establishment of Indian
Economic Zone (IEZ) at Mirsarai, Bangladesh**

(Construction Design, Supervision and Implementation Monitoring for different Infrastructures)

Client: Bangladesh Economic Zones Authority (BEZA)

Country: Bangladesh

**Project: Establishment of Indian Economic Zone at Mirsarai,
Bangladesh**

Issued on:..../11/2020



TABLE OF CLAUSES

PART I—SELECTION PROCEDURES AND REQUIREMENTS	1
Section 1. Letter of Invitation	1
Section 2. Instructions to Consultants and Data Sheet.....	3
A. General Provisions	3
1. Definitions.....	3
2. Introduction.....	5
3. Conflict of Interest	5
4. Unfair Competitive Advantage	6
5. Corrupt and Fraudulent Practices.....	7
6. Eligibility	7
B. Preparation of Proposals	10
7. General Considerations.....	10
8. Cost of Preparation of Proposal	10
9. Language.....	10
10. Documents Comprising the Proposal.....	10
11. Only One Proposal.....	10
12. Proposal Validity	11
13. Clarification and Amendment of RFP	12
14. Preparation of Proposals – Specific Considerations	12
15. Technical Proposal Format and Content.....	12
16. Financial Proposal.....	13
C. Submission, Opening and Evaluation	13
17. Submission, Sealing, and Marking of Proposals	13
18. Confidentiality	14
19. Opening of Technical Proposals	15
20. Proposals Evaluation.....	15
21. Evaluation of Technical Proposals.....	15
22. Financial Proposals for QCBS	16
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ...	16
24. Correction of Errors	16
25. Taxes	17
26. Conversion to Single Currency	17
27. Combined Quality and Cost Evaluation	17
D. Negotiations and Award	17
28. Negotiations	17
29. Conclusion of Negotiations.....	18
30. Award of Contract.....	18



E. Data Sheet20

Section 3. Technical Proposal – Standard Forms29

- 1. Checklist of Required Forms 29
- 2. Form TECH-1: Technical Proposal Submission Form 30
- 3. Form TECH-2 (FTP): Consultant’s Organization and Experience..... 33
- 4. Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by Client 35
- 5. Form TECH-4 (FTP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference..... 36
- 6. Form TECH-4 (STP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference..... 37
- 7. Form TECH-5 (FTP/STP): Work Schedule and Planning for Deliverables..... 38
- 8. Form TECH-6 (FTP/STP): Team Composition, Assignment, and Key Experts’ Time Input; and CV Form..... 39

Section 4. Financial Proposal - Standard Forms45

.....

Section 5. Terms of Reference.....65

PART II –CONDITIONS OF CONTRACT AND CONTRACT FORMS79

Section 6. Conditions of Contract and Contract Forms 79

- Time-Based Form of Contract 81

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Section 2. Instructions to Consultants and Data Sheet


["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary and acceptable changes,) shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the prequalified Consultants].

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Guidelines" means the Public Procurement Act, of the Government of Bangladesh, governing the selection and Contract award process as set forth in this RFP and the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 7, 2015.¹
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, as they may be issued and in force from time to time.
- (d) "Bank" means the Export-Import Bank of India.
- (e) "Borrower" means the Government of Bangladesh.
- (f) "Client" means "the Employer" i.e. the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.


¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.


নাসিরউদ্দিন মাহমুদ চৌধুরী
ইনস্ট্রাকচার কনসালটেন্ট
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



Section 2. Instructions to Consultants

- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the prequalified Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the prequalified Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “TRFP” means the Template of Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.


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কক্সবাজার পল্লীশান্তি
প্রশাসনিক কার্যালয়, ঢাকা।



- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) “TORs” (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (x) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The prequalified Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal meeting(s) if one is specified in the **Data Sheet**. Attending any such pre-proposal meeting(s) is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant

or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency,) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Exim Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all prequalified Consultants together with this RFP all information that would in that respect give such Consultant any

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unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Bidders are expected to observe highest standards of ethics in regard to corrupt and fraudulent/prohibited practices as set forth in Public Procurement Act, of the Government of Bangladesh and the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 7, 2015.²

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Borrower, Government of India and Exim Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Exim Bank.

5.3 If, in accordance with the administrative procedures of the Borrower, the Government of India, the Exim Bank and the Employer, it is determined that a consultant in the process of submission of this proposal or in case of award, during the contract performance has committed corrupt, fraudulent, or unethical practices, the Borrower, inter alia, shall reject the proposal to award the contract or the subsequent contract performance and declare the consultant ineligible to be awarded future contract.

5.4 Furthermore, Consultants shall be aware of the provision stated in Sub-Clause 10.1 of the General Conditions.

6. Eligibility

6.1 A Consultant which has been notified as prequalified by Exim Bank to submit proposal for the contract for which this RFP is being issued may be an entity, or entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture,

- a) unless otherwise specified in the **Data Sheet**, all partners and their relative share in the JV shall remain unchanged with respect to the respective JV's application for prequalification, if any, preceding this selection process, as duly evaluated and prequalified by Exim Bank,
- b) Any Proposal from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and the responsibilities of each party shall not be

² In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

- substantially altered without prior written approval of the Employer,
- c) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the selection process and, in the event the JV is awarded the Contract, during contract execution,
 - d) Separate identity/name shall be given to the Joint Venture firm,
 - e) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same bid,
 - f) Normally Proposals shall be submitted only in the name of the JV and not in the name of constituent member.
 - g) **Unless otherwise specified in the Data Sheet**, the lead Partner of the JV shall be the one with the highest share in the JV which shall not be less than 26%. The maximum number of other members in the JV shall be such that each of the other members should have at least 20% share. In case there are two partners in the JV, the leading partner should have at least 51% share.
 - h) The members of JV must have carried out similar nature of work specified in scope of work under Section V,
 - i) The constitution of the JV firm shall not be allowed to be modified by the JV firm except when modification becomes inevitable due to succession laws, etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Partner must continue to be the Lead Partner of the JV firm. Failure to observe this requirement would render the proposal invalid,
 - j) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws, etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions,
 - k) On award of contract to a JV firm, a single Advance Payment Guarantee shall be required to be submitted

by the JV firm as per RFP conditions. All the other Guarantees, if any, shall be accepted only in the name of the JV firm and no splitting of guarantee amongst the members of the JV firm shall be permitted,

- l) Joint and several liability – The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer for execution of the project in accordance with General conditions, Special conditions, Additional conditions, and Terms of Reference. The JV members shall also be liable jointly and severally for the loss, damages caused to the borrowing country during the course of execution of the contract or due to non-execution of the contract or part thereof,
- m) Duration of the Joint Venture Agreement – It shall be valid during the entire currency of the contract including the period of extension if any and the Defects Liability Period after the project is completed,
- n) All Joint Venture partners should comply with GOI-Guidelines regarding entity/ies registered in India and/or incorporated/established under any law in force in India,
- o) No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Employer and Exim Bank in respect of the said proposal/contract,
- p) Documents to be enclosed by the JV firm along with the bid:

In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

- Notary certified copy of the Partnership Deed
- Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- Power of Attorney (duly registered as per prevailing law) in favor of one of the members to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm

- q) All the members of the JV shall certify that they are not blacklisted or debarred by any multilateral

agency, Exim Bank or any authority in India or in the country of the Borrower.

- r) The list of debarred firms and individuals by certain leading MDAs is available as specified in the Data Sheet.

6.2 This selection process is open only to prequalified Bidders unless **specified in the Data Sheet**.

6.3 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

B. Preparation of Proposals

7. **General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or

participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client,

such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of TRFP

13.1 The Consultant may request a clarification of any part of the TRFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all prequalified Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all prequalified Consultants and will be binding on them. The prequalified Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the prequalified Consultants reasonable time to take an amendment into account in their Proposals.


13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Technical Proposal Format and Content

14.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

14.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

14.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.


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কর্তৃপক্ষের
স্বাক্ষরিত কার্যালয়, ঢাকা।



- 15. Financial Proposal**
- 15.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the TRFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Taxes**
- 15.2 As per the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 07, 2015, the goods and services provided under this contract to be funded under the LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature levied in the country of the Borrower and no tax is liable to be paid from the LOC. The rates, prices specified in the **Bid Data Sheet**, and total Bid price submitted by the Bidder should be exclusive of any kind of taxes and duties of any nature levied in the country of the Borrower.
- c. Currency of Proposal**
- 15.3 The Consultant may express the price for its Services in US Dollars.
- d. Currency of Payment**
- 15.4 Payment under the Contract shall be made in US Dollars.

C. Submission, Opening and Evaluation

- 16. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”


17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

17. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication


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ইসলামাবাদ
বাংলাদেশ সরকার
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



of the Contract award information.

18.2 Any attempt by prequalified Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the prequalified Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 22 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation

criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

22.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

22.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

23. Correction of Errors

23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

23.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or

(iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24. Taxes

24.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

25. Conversion to Single Currency

25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

26. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

27. Negotiations

27.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to

circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

27.6 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 27.6 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

28. Conclusion of Negotiations

28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

29. Award of Contract

29.1 After completing the negotiations the Client shall obtain the Exim Bank's no objection to the negotiated draft Contract, ; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other

✓
শ্রীমতী সুলতানা হুসেইন
ই-মার্কেটিং সিস্টেম
কম্পিউটার সিস্টেম অ্যান্ড
প্রোগ্রামিং কার্যালয়, ঢাকা।



prequalified Consultants.

29.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.



নাসিরউদ্দিন মাহমুদ চৌধুরী
ইনফ্রাস্ট্রাকচার কমসাল্টেন্টস
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



Instructions to Consultants

E. Data Sheet


["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the prequalified Consultants]

A. General	
ITC Clause Reference	
2.1	<p>Name of the Client: Project Director, Establishment of Indian Economic Zone in Mirsarai, Bangladesh_Economic Zones Authority (BEZA)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p> <p>Applicable Guidelines: Public Procurement Act, of the Government of Bangladesh and the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 7, 2015.</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Project Management Consultant (PMC) for Establishment of Indian Economic Zone at Mirsarai, Bangladesh.</p>
2.3	<p>A pre-proposal meeting will be held: Yes <i>[If "Yes", fill in the following:]</i></p> <p>Date of pre-proposal conference: <u>15th December, 2020; Time: 11 AM</u> (Bangladesh Local Time)</p> <p>Address: 111 Bir Uttam C R Dutta Road, (Level-12), Dhaka, Bangladesh. Telephone: _____ Facsimile: _____ E-mail: mmis@beza.gov.bd</p> <p>Contact person/conference coordinator: Project Director, Establishment of Indian Economic Zone in Mirsarai</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p><i>Site Plan and outline of proposed off site infrastructures (please see the attachment).</i></p>
4.1	

	<p>If unfair competitive advantage applies, Proposal Evaluation Committee (PEC) will recommend necessary mitigation measures to the approving authority and proceedings of such action will be available on BEZA web-site (www.beza.gov.bd).</p>
6.1	<p>Eligibility is limited to Indian entities.</p> <p>Only prequalified applicants shall be eligible for Bidding.</p> <p>The bidder is not blacklisted/ debarred by any multilateral agency or any Government authority in India or Government of Bangladesh.</p> <p>In case a prequalified Entity is blacklisted/ debarred/sanctioned subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), such Entity shall immediately inform the Client and Exim Bank of such blacklisting/ debarment/sanction and reasons thereof. This may lead to cancellation of Proposal submitted by such Entity and/or cancellation of the contract, if awarded.</p> <p>In case, subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), if the account of a prequalified Entity is classified as Non-Performing Asset (NPA) with any Bank/FI or the prequalified Entity's companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd. (CIBIL) Defaulter List or any other negative list of central and state government agencies, updated from time to time, such prequalified Entity shall immediately inform the Client and Exim Bank of the same along with reasons thereof. This may lead to cancellation of the Proposal submitted by such Entity and/or cancellation of the Contract, if awarded.</p> <p>In the event of award of final contract to any JV, all the payments to the JV shall be made to the account of the JV and not to the account of individual member(s).</p>

Section 2. Instructions to Consultants

	<p>As per the GOI guidelines, goods and services for minimum 75% value of the contracts covered under the Line of Credit, must be sourced from India. Applicants are advised to refer to the GOI guidelines mentioned above for details available at: http://www.eximbankindia.in/assets/pdf/loc/GOI-Guidelines-on-LOC.pdf.</p>
6.1.p	<p>A list of debarred firms and individuals by: The World Bank is available on the website: http://www.worldbank.org/debarr</p> <p>The Asian Development Bank is available on the website: http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999</p> <p>The African Development Bank is available on the website: http://www.afdb.org/en/projects-and-operations/procurement/debarment-and-sanctions-procedures/</p> <p>The European Bank for Reconstruction and Development is available on the website: http://www.ebrd.com/pages/about/integrity/list.shtml</p> <p>The Inter-American Development Bank is available on the website: http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html</p> <p><i>Central Procurement Technical Unit of Govt. of Bangladesh:</i> https://cptu.gov.bd/debarment/debarment-list.html</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	The Proposal shall comprise the following:


মাননীয় প্রধানমন্ত্রীর কার্যালয়
কেন্দ্রীয় কর্মসূচী
বাংলাদেশ সরকারের
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



	<p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS)</p> <p><i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</i></p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required Yes</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</p>
12.1	<p>Proposals must remain valid for 120 (One Hundred and Twenty) calendar days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 15(Fifteen) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Project Director, Establishment of Indian Economic Zone in Mirsarai, BEZA, 111 Bir Uttam C. R. Dutta Road (Level-12), Dhaka, Bangladesh</p>

Section 2. Instructions to Consultants

	E-mail: mmis@beza.gov.bd
14.1.1	<p><i>Total approximate Man-month as follows:</i></p> <p>i. Key Personnel / Key Expert - 140 Person-Months (11 Nos.)</p> <p>ii. Non-Key Personnel- 294 Person-Months (20 Nos.)</p> <p>iii. Staff Personnel- 90 Person-Months (5 Nos.)</p>
14.1.2	<p>[for time-based contracts only]</p> <p><i>It is a 30 Months Time-Based Contract.</i></p> <p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 140 Person-Months.</p> <p><i>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</i></p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>Breakdown of Reimbursable Cost:</i></p> <p>(1) <i>A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</i></p> <p>(2) <i>Necessary travel, Local/International including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>Office accommodation (Project Office in Dhaka and Site/Field Office in Mirsarai);</i></p> <p>(4) <i>Applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</i></p>

	<p>(5) <i>Rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</i></p> <p>(6) <i>Stationary, printing and reproduction and dispatching of the reports to be produced for the Services;</i></p> <p>(7) <i>Investigations and surveys;</i></p> <p>(8) <i>Rental of Vehicles Two nos. of appropriate vehicle (1 PD Office and 1 Team Leader Office), one 12 Seated Microbus and one Twin Cab;</i></p> <p>(9) <i>Training (Technology Transfer), Seminar, Workshop, Conference, Study Tour, Site visit etc. (in India); and</i></p> <p>(10) <i>[insert relevant type of expenses, if/as applicable]</i></p>
16.2	<p>[If the Client has obtained a tax exemption applicable to the Contract, insert</p> <p>“The Client has obtained an exemption for the Consultant from payment of VAT and Local Taxes in the Client’s country as per Terms and Condition of LOC agreement between Government of Bangladesh and Government of India.”]</p> <p>As per the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 07, 2015, the goods and services provided under this LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature levied in the Borrower country and no tax is liable to be paid from the LOC.</p>
16.3	<p>The Financial Proposal shall be stated in the following currencies: US Dollars only.</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall have no option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and two copies;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: <u>05/01/2021 (05 January 2021)</u></p> <p>Time: <u>15:00 Hours Bangladesh Local Time</u></p>

Section 2. Instructions to Consultants

	<p>The Proposal submission address is:</p> <p>Project Director Establishment of Indian Economic Zone in Mirsarai Bangladesh Economic Zones Authority (BEZA) Monem Business District, (Level -12) 111 Bir Uttam C R Dutta Road, Dhaka, Bangladesh</p>																																		
19.1	<p>An online option of the opening of the Technical Proposals is offered: “NO”</p>																																		
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals Name of the Consultant whose RFP is received on or before closing time of submission.</p>																																		
21.1	<p>[for FTP only]</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right; vertical-align: bottom;">[10]</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right; vertical-align: bottom;">[25]</td> </tr> <tr> <td colspan="2"><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></td> </tr> <tr> <td>(iii) Key Experts’ qualifications and competence for the Assignment:</td> <td></td> </tr> <tr> <td colspan="2"><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></td> </tr> <tr> <td>a) Position K-1: [Team Leader]</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>b) Position K-2: [EZ Management and Promotion Specialist]</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td>d) Position K-3: [Training, Planning and Coordinating Specialist]</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td>e) Position K-4: [Geo Technical Engineer]</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td>f) Position K-5: [Design/Structural Engineer]</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td>g) Position K-6: [WTP/STP Expert]</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td>h) Position K-7: [Architectural Engineer]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>i) Position K-8: [Contract Expert]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>j) Position K-9: [Environmental and Social Expert]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>k) Position K-10: [Financial Expert]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">[60]</td> </tr> </tbody> </table>		Points	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[10]	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[25]	<i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i>		(iii) Key Experts’ qualifications and competence for the Assignment:		<i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>		a) Position K-1: [Team Leader]	[10]	b) Position K-2: [EZ Management and Promotion Specialist]	[6]	d) Position K-3: [Training, Planning and Coordinating Specialist]	[6]	e) Position K-4: [Geo Technical Engineer]	[6]	f) Position K-5: [Design/Structural Engineer]	[6]	g) Position K-6: [WTP/STP Expert]	[6]	h) Position K-7: [Architectural Engineer]	[5]	i) Position K-8: [Contract Expert]	[5]	j) Position K-9: [Environmental and Social Expert]	[5]	k) Position K-10: [Financial Expert]	[5]	Total points for criterion (iii):	[60]
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	<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : [80%]</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology): Total points for criterion (iv): [5]</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: [70]</p>
21.1	<p>[for STP only] NOT APPLICABLE</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are: Not Applicable.</p>
22.1	<p>An online option of the opening of the Financial Proposals is offered: Not Applicable.</p>
24.1	<p>As per the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 07, 2015, the goods and services provided under this LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature levied in the Borrower country and no tax is liable to be paid from the LOC.</p>
25.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: US Dollars</p> <p>The official source of the selling (exchange) rate is: www.fbil.org.in http://www.oanda.com</p> <p>The date of the exchange rate is: 28 days prior to the deadline for the submission of proposals.</p>

Section 2. Instructions to Consultants

26.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = [80%] and P = [20%]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	
27.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 01 March 2021 at 15:00 Hours Bangladesh Local Time.</p> <p>Address:</p> <p>Bangladesh Economic Zones Authority (BEZA) Monem Business District, (Level -12) 111 Bir Uttam C R Dutta Road, Dhaka, Bangladesh</p>
29.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.beza.gov.bd</p> <p>The publication will be done within 7 (<i>seven</i>) days after the contract signing.</p>
29.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 01 April 2021</p> <p>Place: Project Site [Mirsarai IEZ, Mirsarai, Chattogram, Bangladesh]</p>

✓
বাণিজ্যিক মন্ত্রণালয়
কম্পিউটার সিস্টেম
বাংলাদেশ আঞ্চলিক অর্থনৈতিক
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।




Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	n/a
"v" If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	n/a
"v" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	n/a
v		TECH-2	Consultant's Organization and Experience.	n/a
v		TECH-2A	A. Consultant's Organization	n/a
v		TECH-2B	B. Consultant's Experience	n/a
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	n/a
v		TECH-3A	A. On the Terms of Reference	n/a
v		TECH-3B	B. On the Counterpart Staff and Facilities	n/a
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	n/a
v	v	TECH-5	Work Schedule and Planning for Deliverables	n/a
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	n/a
v	v	TECH-7	Code of Conduct (ESHS)	n/a

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.


 শাসিরউদ্দিন মাহমুদ চৌধুরী
 ইনস্ট্রাকচার কনসালটেন্ট
 বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]


Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Exim Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Exim Bank or under the Borrower’s country laws or official regulations or by any multilateral agency or any authority in India or


বাণিজ্যিক ব্যাংক কোর্পোরেশন
কমার্শিয়াল সেক্টর
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



Bangladesh or by an act of compliance with a decision of the United Nations Security Council. In case we are blacklisted/ debarred/sanctioned subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), we shall immediately inform the Client and Exim Bank of such blacklisting/ debarment/sanction and reasons thereof and we note that this may lead to cancellation of the Proposal submitted by us and/or cancellation of the Contract, if awarded;

- (f) In case, subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), if our account is classified as Non-Performing Asset (NPA) with any Bank/FI or our companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd. (CIBIL) Defaulter List or any other negative list of central and state government agencies, updated from time to time, we shall immediately inform the Client and Exim Bank of the same along with reasons thereof and note that this may lead to cancellation of the Proposal submitted by us and/or cancellation of the Contract, if awarded.
- (g) We confirm that we continue to meet the criteria used at the time of Prequalification/we do not continue to meet the criteria used at the time of Prequalification. We furnish updated information that changed subsequent to Prequalification in the corresponding forms CON-1 / CON-2 / CON-3 / FSC-1 / FSC-2.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (i) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 27.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 29.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Section 3. Technical Proposal – Standard Forms

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____


Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}


নর্থ-ইস্ট ইকোনিক জোন অথরি
ইকোনিক জোন অফিস
বাংলাদেশের আর্থনোমিক অ্যান্ড সোশ্যাল
অবদানমন্ত্রী কার্যালয়, ঢাকা।



FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization


1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last five [05] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Section 3. Technical Proposal – Standard Forms

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}


 বাংলাদেশ জেলা প্রশাসন
 বাংলাদেশ জেলা প্রশাসন
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

Project Director, Establishment of Indian Economic Zone in Mirsarai, Bangladesh may provide Background Report and Preliminary Master Plan of BSMSN and other available data as available with BEZA.

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [Note to client: add the following for supervision of civil works contracts: including the Environmental, Social(including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
 {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks [Note to client: add the following for supervision of civil works contracts: including the Environmental, Social(including sexual exploitation and abuse (SEA) and gender based violence (GBV)),Health and Safety (ESHS) aspects], to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
 {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}



FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months													
		1	2	3	4	5	6	7	8	9	n	TOTAL		
D-1	{e.g., Deliverable #1: Report A														
	1) data collection														
	2) drafting														
	3) inception report														
	4) incorporating comments														
	5)														
	6) delivery of final report to Client}														
D-2	{e.g., Deliverable #2:.....}														
n															

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.


 ১) প্রকল্পের কার্যক্রমের বিস্তারিত বর্ণনা
 ২) প্রতিটি কার্যক্রমের সময়সীমা
 ৩) প্রতিটি কার্যক্রমের মাইলস্টোন



FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)					
		Position	D-1	D-2	D-3	D-...	Home	Field	Total							
KEY EXPERTS																	
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]												
K-2																	
K-3																	
n																	
NON-KEY EXPERTS																	
N-1																	
N-2																	
n																	
Subtotal																	
Subtotal																	
Total																	

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1.



নাসিরউদ্দিন মাহমুদ চৌধুরী
 ইনস্ট্রাক্টর কনসালটেন্ট
 বাংলাদেশ জরুরি অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
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Section 3. Technical Proposal – Standard Forms

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input 

Part time input 



নব্বিশ্বকালীন আকবর সৌন্দরী
প্রোগ্রামার/সফটওয়্যার ইঞ্জিনিয়ার
বিসিআইসি সিস্টেমস প্রাইভেট লিমিটেড
আবুল কালাম আজাদ রোড, হারিস।



**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone.....)

Certification:


I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert	Signature	Date
----------------	-----------	------

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------


 মান্নিকগঞ্জ মহাসড়ক জোড়ার
 ইনস্ট্রাকশনসের কন্সাল্ট্যান্ট
 বাংলাদেশ জাতীয়তাবাদী কংগ্রেস
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

[Note to Client: include this requirement for supervision of civil works contracts.]

**Code of Conduct
Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the *Terms of Reference described in Section 5.*


The Consultant shall submit an outline of how the Code of Conduct will be implemented

**FORM TECH-7(FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)
(NOT APPLICABLE.)**

[Note to Client: include this requirement for supervision of civil works contracts.]

**Code of Conduct
Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Terms of Reference described in Section 5.


নাসিরউদ্দিন মাহবুব জৌনৌ
মন্ত্রণালয়ের সিনিয়র সচিব
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method
- FIN-4 Reimbursable expenses

①

নাসিরউদ্দিন মাহমুদ চৌধুরী
ইনস্পেক্টর জেনারেল
বাংলাদেশ অর্থমন্ত্রকের
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of USD {Insert amount(s) in words and figures}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____


Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}


বাংলাদেশ ইকোনমিক জোনস অথরি
ইকোনমিক জোনস অথরি
বাংলাদেশ আর্থনোমিক অ্যান্ড
প্রবাসন শ্রী কার্যালয়, ঢাকা।



FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded (Taxes are not applicable)				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

স্বা.সিরাজুল আলম চৌধুরী
 ইনস্পেক্টর জেনারেল কমসালটেন্ট
 বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
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FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home] [Field]					
K-2								
Non-Key Experts								
N-1			[Home] [Field]					
N-2								
				Total Costs				

A

বিসিআইসি সিস্টেমস প্রাইভেট লিমিটেড
 বিসিআইসি সিস্টেমস প্রাইভেট লিমিটেড
 ১০০০, মনসোন রোড, কলকাতা-৭০০০০১
 www.bicai.com, কলকাতা, ভারত।



Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Section 4 – Financial Proposal – Standard Forms

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

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ইন্টারেক্টিভ কমান্ডার-সি
বাংলাদেশ পরামর্শক অংশ কর্তৃপক্ষ
প্রকল্পমন্ত্রীর কার্যালয়, ঢাকা।



Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

✓

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বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
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**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

- Expressed as percentage of 1
- Expressed as percentage of 4

স্বাক্ষরিত/স্বাক্ষরিত কোম্পানী
ইনস্ট্রাকশন অনুসরণ করে
বাংলাদেশ সরকারের অফিস কর্তৃক
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FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

B. Reimbursable Expenses							
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}					
	{e.g., International flights}	{Ticket}					
	{e.g., In/out airport transportation}	{Trip}					
	{e.g., Communication costs between Insert place and Insert place}						
	{e.g., reproduction of reports}						
	{e.g., Office rent}						
						
	{Training of the Client's personnel – if required in TOR}						
				Total Costs			

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

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Consultants Qualification following Prequalification

The Consultant shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding

- (a) Eligibility
- (b) Pending Litigation
- (c) Financial Situation

For this purpose, the Bidder shall use the relevant forms included in this Section.


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Form ELI-1.1

Applicant Information Form

[To be filled by Applicant if being a Single Entity or as Lead member of JV]

Date: [insert day, month, year]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

Applicant's name [insert full name]
In case of Joint Venture (JV), name of each member: [insert full name of each member in JV]
Applicant's country of registration: [indicate country of Constitution]
Applicant's actual year of incorporation: [indicate year of Constitution]
Applicant's legal address [registered in India]: [insert street/ number/ town or city/ country]
Applicant's authorized representative information Name: [insert full name] Address: [insert street/ number/ town or city/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [indicate e-mail address]
1. Attached are copies of original documents of <input type="checkbox"/> Articles & Memorandum of Association and Certificate of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. 2. Included are the PAN, GST Registration details, organizational chart, a list of Board of Directors with their complete designation in case of nominee directors, and the beneficial ownership with respective shareholding and nationality of shareholders.

Form ELI.1.2

Applicant's JV Member's Information Form

[The following form is in addition to Form A.1.1 (in case the Applicant is a JV), and shall be completed separately to provide information relating to each JV member]

Date: [insert day, month, year]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

<p>Applicant name: [insert full name of the JV]</p>
<p>Applicant's JV Member's name: [insert full name of Applicant's JV Member]</p>
<p>Applicant's JV Member's country of registration: [indicate country of registration]</p>
<p>Applicant's JV Member's date of constitution: [indicate date of constitution in dd/mmm/yyyy]</p>
<p>Applicant's JV Member's legal address registered in India: [insert street/ number/ town or city/ country]</p>
<p>Applicant's JV Member's authorized representative information Name: [insert full name JV Member's authorized representative] Address: [insert address of JV Member's authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV Member's authorized representative] E-mail address: [insert email address of JV Member's authorized representative]</p>
<p>1. Attached are copies of original documents of Articles & Memorandum of Association and Certificate of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</p> <p>2. Included are the PAN, GST Registration details, organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form CON-1/ CON-2/ CON-3

Past Contract Non-Performance, Pending Litigation and Litigation History

[Each of the following tables shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*


Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Information pertaining to: *[Insert name of JV Leader or JV Member/s]*

Form CON-1			
Non-Performed Contracts			
<input type="checkbox"/> Contract non-performance did not occur since _____ <i>(insert date)</i>			
<input type="checkbox"/> Contract(s) not performed since _____ <i>(insert date)</i>			
Year	Non-performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert financial year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, date, value and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount in USD equivalent and specify exchange rate and date]</i>


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 সহযোগিতা কার্যালয়, ঢাকা।



Form CON-2 Pending Litigation				
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation as indicated below.				
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)	Amount of specific provision already made, if any
<i>[insert financial year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, date, value and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Consultant"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>	<i>[insert amount in USD equivalent and specify exchange rate]</i>

a



Form CON-3 Litigation History			
<input type="checkbox"/> No litigation since _____			
<input type="checkbox"/> Litigation Awards as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert financial year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, date, value and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Consultant"]</i> Result of dispute: <i>[Indicate if resolution was treated by the Adjudicator, under Arbitration or dealt with by the Judiciary and whether resolved in favor or against the Applicant]</i>	<i>[insert amount in USD equivalent and specify exchange rate and date]</i>

Form FSC-1

Financial Status and Capacity

[The following table shall be filled in for the Applicant and for each member of a Joint Venture and shall be certified by the Statutory Auditors.]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

Information pertaining to: [Insert name of JV leader or JV member/s]

1. Financial data

Type of Financial information in	Historic information for previous three (3) years, (amount in Indian Rupees)		
	FY 2017-18	FY 2018-19	FY 2019-20
Sources of Fund			
Share Holder's Fund			
Loan Fund			
Application of Fund			
Fixed Assets			
Investments			
Net Current Assets			
(i) Current assets, loans and advances			
Less: (ii) Current liabilities & provisions			
Misc. exp. to the extent not W/Off or adjusted			
Profit and Loss Account			
Net Worth			
Net Worth			
Information from Income Statement			
Income			
Expenditure			
Profit/(Loss) Before Tax (PBT)			
Profit/(Loss) After Tax (PAT)			
Information From Cash flow Statement			

Foreword

Cash Flow from Operating Activities			
Cash Flow from Investments			
Cash Flow from Financing Activities			



মাননীয় অফিস স্যার/মিস/মিসেস
ইকোনোমিক জোন অথরিটি
বাংলাদেশ স্বাধীনতা সড়ক কর্তৃপক্ষ
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Financial documents

The Applicant and its parties shall provide copies of audited financial statements for last three years as defined in Part IV, Prequalification Criteria and Requirements, Sub-factor C.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV, for each member and not of an affiliated entity (such as parent company or group member);
 - (b) be independently audited or certified in accordance with local legislations;
 - (c) be complete, including all notes to the financial statements;
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements³ for the three years required above; and complying with the requirements.

³ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FSC-2

Annual Consultancy Turnover

[The following table shall be filled in for the Applicant and for each member of a Joint Venture and shall be certified by the Statutory Auditors. Failure to comply with this requirement may result in rejection of the Application]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*


Page *[insert page number]* of *[insert total number]* pages

Information pertaining to : *[Insert name of JV leader or JV member/s]*

Annual Consultancy Revenue Data							
Year	Consultancy Revenue Amount (INR)			Total Revenue #	Total Consultancy Revenue as % of Total Revenue	Exchange Rate* (v/s USD)	Consultancy Revenue in USD equi.
	By Contracts in India	By Overseas Contracts	Total				
	[A]	[B]	C = [A+B]				
2017-18							
2018-19							
2019-20							

* Exchange rate prevalent on 31st March shall be used to calculate revenue for respective financial year

Total Consultancy Revenue would include revenues from all consultancy contracts including PMC contracts.


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Section 5. Terms of Reference

Terms of Reference (ToR) for Project Management Consultant (PMC) for Development of Mirsarai Indian Economic Zone (MIEZ) in Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN), Chattogram, Bangladesh

1. Background

General Overview: Bangladesh Economic Zones Authority (BEZA) has been developing Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) encompassing Mirsarai, Sitakundu and Sonagazi which are the adjoining upazilas of Chattogram and Feni. The Total land area is around 30,000 acres located in between 25 KMs of Coast line of Sandeep Channel of the Bay of Bengal and Dhaka Chattogram National High Way. A substantial part the site is free from any habitation and reclaimed land. It is protected by a Super Dyke built along the coast line. The site is presently connected to Dhaka Chattogram Highway and has proximity to the Port City Chattogram.

BSMSN is one of the most suitable sites of Bangladesh for setting up Industrial establishments. It is along the strategic location of Dhaka-Chattogram industrial corridor. In Mirsarai, as well as in Chattogram division, business costs and cost of living are significantly lower than those of the other competing cities of the world. Chattogram, with all its potentialities, is an attractive destination for setting up huge number of industries, commercial establishments and financial institutions. With a high quality business friendly environment, it has positive impacts and contributions in shaping Chattogram into a leading regional business hub. At present, the BSMSN has been conceptualized to be built on a land of 30,000 acres. BSMSN, the first planned industrial city of the country, will pave the way for establishing a truly world-class business and industrial center. For BSMSN, BEZA would like to build strong partnership with the private sector and local entrepreneurs. BEZA is in the process of developing a comprehensive master plan for developing this self-contained Industrial City including, incorporating Sea Port, Rail Connectivity, Marine Drive, Residential Area, Tourism Park, Power Plant, Hospital, School and University etc. Also in far future, there is a plan to construct a medium size Airport at Sandeep Island to facilitate Executive Class Airplane. BEZA is committed to assist, encourage and facilitate local and foreign investment in BSMSN.

BEZA's Target to Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) is:

- Develop a planned Industrial City adjoining Mirsarai and Feni EZ on 30000 acres of land;
- Ensure employment for 1.5 million people within next 15 years;
- Ensure \$15 billion export from this industrial enclave;
- Mobilizing the potential investment sectors such as Garments & Garment Supporting Industries, Agro-products and agro-processing products, Integrated Textiles, Leather and leather products, Shipbuilding, Motorbike Assembly, Food & Beverage, Paint &

Chemical, Paper & Products, Plastics, Light engineering (including auto-parts and bicycles), Pharmaceutical products, Power and Solar Park.

Background of Indian Economic Zone (IEZ) Development at Mirsarai in BSMSN: In view of the above Government of India wants to assist Bangladesh through Industrialization by developing economic zone in Bangladesh. Towards this effort, Government of India has allotted LoC funds for: (a) Establishment of Economic Zones in Mongla (Bagerhat) (US\$ 13.00 Million) and (b) Development of Infrastructure in Bangabandhu Sheikh Mujib Shilpanagar (BSMSN) (US\$ 165.00 Million) under the 2nd Line of Credit (LoC II) agreement between Bangladesh Government and Exim Bank of India. On the other hand Government of India has also allotted a fund amounted to US\$ 115.00 Million for the project named "Establishment of Indian Specialized Economic Zone at Mirsarai in BSMSN" under the 3rd Line of Credit (LoC III) agreement between Bangladesh Government and Exim Bank of India. The DPP of Mirsarai Indian Economic Zone (IEZ) has already approved and the fund endorsement US\$ 115.00 Million is already confirmed by High Commission of India. Part of LoC fund will be spent for Project Management Consultant (PMC) Services for the development of Indian Economic Zone (IEZ) at Mirsarai. In view of that, around 1000 acres of land have been proposed for the Indian Economic Zone (IEZ) at Mirsarai. The designated EZ will comprise mixed Industries. The Zone is located around 13 Km west of Upazila Headquarter and about 66 Km from Chattogram District HQ. Dhaka-Chittagong National Highway is about 10 Km east of the Project site. The nearest Railway stations namely Chinki Astana and Borotakia are both about 12 Km from the Project site. Proposed site plan is attached.

2. Scope of Services

The scope of Project Management Consultant (PMC) Services is broadly divided as follows:

A. Land Development:

- i. Review of Land Development Plan including carrying out necessary survey to determine the volume of filling by dredged sand.
- ii. Tender Preparation /Assistance.
- iii. Construction Supervision.
- iv. Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP).
- v. Technology Transfer.

B. Construction of boundary wall, admin building, security shed, access road etc.

- i. Basic design.
- ii. Tender preparation/Assistance.
- iii. Construction Supervision.
- iv. Technology transfer.

C. Development of water supply, drainage network, telecommunication network and WTP/STP

- i. Basic design.
- ii. Tender preparation /Assistance.
- iii. Detail Construction design.
- iv. Construction Supervision.
- v. Testing.
- vi. Technology Transfer.

D. Investment Promotion Seminar, Road Show, Study Tour/Training and Seminar etc.

- i. Planning the programme.
- ii. Coordination with host/organization and drafting participants, venue, expenditures.
- iii. Completing all formalities.
- iv. Arranging the programme.

3. The Consultant shall:

- a) Provide training to BEZA by organizing study tour/workshop/on-the-job training covering EZ development, management, operation and maintenance.
- b) Support BEZA's investment promotion activities, especially for prioritized industries, by preparing public relations materials such as catalogue for potential investors.
- c) Organize seminars for potential investors to promote investments, including hosting seminars in India, Bangladesh and another region in cooperation with neighboring countries.
- d) Provide advisory services on environmental and social considerations: Consultant will identify environmental and social issues on investment to EZ and also provide advisory services to manage those issues in accordance with Bangladesh Regulations.
- e) Monitor the progress of Environmental Impact Assessment (EIA) of EZ development and assist BEZA in revising EIA if necessary.
- f) Review of Land Development Plan, Prepare drawing, design and bid document. Prepare draft and final contract agreement, Supervision of construction works, and Monitor compliance with conditions stated in the EPC.
- g) Facilitate of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP).
- h) Develop reporting system of the project in line with LOCs requirement.
- i) Plan series of Visits to Industrial Parks/ Estates/Special Economic Zones in the neighboring countries and India and
- j) Support BEZA in preparing a marketing strategy, including prioritized marketing industries by analyzing international production chain and the strength of Bangladesh economy.
- k) Carryout necessary topographic survey and prepare a detailed area plan for Indian Economic Zones outlining all infrastructures, Buildings, Service lines, connectivity etc.
- l) Consultant shall prepare detailed environmental and social impact assessment report for all kind of development activities as per department of DoE, Bangladesh.
- m) The Consultant shall submit quarterly environmental and social management report as per requirement of DoE, Bangladesh.
- n) Any other service that is essentially required to get the Project completed and commissioned.

C

4. Implementation of the Project

During implementation of the Project, the PMC is to carry out all necessary field survey, prepared detailed Area Plan, engineering designs, Estimating, undertake tendering processes, and supervision and management of the construction of all necessary components as described below:

- (i) Implement the project according to the terms and conditions specified in the loan agreement between the Government of Bangladesh and Government of India.
- (ii) Engage a national surveyor with related technical support to carryout site and bathymetric surveys and prepare the site topography and drawings in order to source necessary dredge sand from the Sandip Channel and from in and around Bay of Bengal as permitted by the laws of Bangladesh.
- (iii) Prepare engineering designs and engineering drawings for all components including technical specifications, and baseline data collection. Detailed engineering designs should include climate adaptation measures;
- (iv) Prepare tender documents and conducting the tender process for all contracts for civil works, under the Project, in accordance with extant Public Procurement Rules of Bangladesh or any other standard contract documents as recommended by the Employer.
- (v) Provide field supervision of the civil works contracts and ensuring quality assurances and any oversight for other services deemed necessary for implementing the civil works;
- (vi) Administer, implement, and monitor international and national contracts for civil works under the Project;
- (vii) Prepare and implement EMPs, undertake environmental audits of all the contract packages as necessary, and ensure compliance with all assurances under the Project;
- (viii) Ensure coordination with other projects being undertaken by BEZA, development partners, other Government ministries, and the private sector;
- (ix) Build the capacity of BEZA staff through on-the-job training and establishment/improvement of procedures consistent with international best practice that can be replicated for routine BEZA projects, and future externally funded projects;
- (x) Verify the compatibility of the initial environmental examination prepared for each site against the final engineering designs and ensure compliance with environmental safeguards;
- (xi) Ensure that social assessments are in compliance with any additional land acquisition with respect to final engineering designs;

- (xii) Prepare Detailed Local (inside Indian Economic Zone) Electricity, Gas and Water Supply network plan;
- (xiii) Prepare Detailed waste disposal management system in consistent with overall waste treatment facilities in BSMSN such as Centralized Effluent Treatment Plant (CETP), WTP/STP, the Indian Economic Zone.

5. Measurements and Payments

(All payments will be finally made by Export-Import Bank of India)

- i) Consultant shall make measurements and keep measurement records, including the measurement books issued to him by the Employer
- ii) Check the consumption of the materials of executed items from the original bills/challans of the suppliers
- iii) Issue interim certificates for progress payments;
- iv) Certify completion of part or all of the works;
- v) Prepare quarterly cash flow projections for the Employer in a format acceptable to the Employer. Cash flows should identify budget estimates for all outstanding work;
- vi) Maintain records of all plant, labor and materials used in the construction of the Works;
- vii) Check Contractor's materials ordering schedule;
- viii) Analyze any contractual claim submitted by the Contractor and prepare a report for the Employer addressing the contractual basis, in terms of both technical and financial issues, for the claim and recommendations for a response to the Contractor.
- ix) Consultant shall make sure that all procurements, Claims and Payments of the Project are consistent with the Guidelines on Lines of Credit extended by the Government of India through Exim Bank (**Export - Import Bank of India**) to various countries under the Indian Development and Economic Assistance Scheme (IDEAS) issued by GOI vide letter No. 21/3/2015-IDEAS December 07, 2015.
- x) On satisfactory Completion of the Project Consultant shall certify the final IPC after necessary check and suggest the Employer next course of action as per the Contract.
- xi) Consultant shall prepare Snag List during defect liability period and do the necessary correspondence with the Contractor for the employer to make necessary corrections, repair in order to ensure smooth takeover after the completion of the defect liability period.

6. Quality Assurance

The execution of Quality Assurance will be in accordance with the approach and methodology agreed in the Inception Report and in accordance with the audit plan. In general the purpose of quality assurance exercise is to ensure that the works are:

- i. Executed according to the designs, drawings and specifications as specified in the bidding documents / applicable standards, and that good engineering practices are followed in construction.

- ii. True to desired lines, levels and finishing.
- iii. Executed following the EMP provisions included in the bidding.
- iv. Executed following the relevant laws / statutes and practices / guidelines related to workers welfare, safety at worksite, insurances, etc.

7. The Consultant's Quality Assurance Plan shall include but not limited to the following:

- (i) Check the setting out of the Contractor;
- (ii) Review of all concrete mix designs proposed by the Contractors and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure, and quality control measures, to ensure required standard and consistency in quality at the commencement of items;
- (iii) Check the Calibration of the Contractor's Plants and Equipment;
- (iv) Evolve a system of Quality Assurance of works, including, but not limited to establishing testing frequencies and acceptance criteria for all construction activities based on the Specifications mentioned in the construction contract agreement or international best practice where such Specifications is not mentioned in the construction contract;
- (v) Testing and sampling frequencies shall be in accordance with the instructions of the Employer;
- (vi) Inspect the performance of the work with regard to workmanship, compliance with the specifications all necessary testing required for acceptance of any item of work;
- (vii) Inspect all material sources nominated by the Contractor and recommend the same for approval to the Employer;
- (viii) Assess and check the laboratory and field tests carried out by the Contractors and carry out independent tests;
- (ix) Issue orders to the Contractor to remove or make good any works found not acceptable;
- (x) Maintain records of all testing work, including cross referencing to items of work to which each test refers and location from which any samples were obtained for testing.

8. Contract Period

The overall duration of the contract is expected to be 30 (thirty) months and Consultants are expected to commence their services by **April 2021**. The total consultancy inputs are for the international and national consultants inputs is provided in the table below:

(a) Key Experts:

Code	Name of Position (All positions are for Indian Nationals)	Minimum Qualification	Number of Position required	Total Person- Month	Remarks
K-1	Team Leader	Graduate in Civil Engineering.	1	30	
K-2	EZ Management	Graduate in business	1	12	

Code	Name of Position (All positions are for Indian Nationals)	Minimum Qualification	Number of Position required	Total Person- Month	Remarks
	and Promotion Specialist	economics, business law, or international political economy.			
K-3	Training, Planning and Coordinating Specialist	Graduate in Economics, finance or Business Administration is required.	1	24	
K-4	Geotechnical Engineer	Graduate in Civil Engineering.	1	6	
K-5	Design/Structura l Engineer	Graduate in Civil Engineering.	2	16	
K-6	WTP/STP Expert	Graduate in Civil Engineering.	1	24	
K-7	Architectural Engineer	Graduate in Architectural Engineering.	1	6	
K-8	Contract Expert	Graduate in Procurement and Supply Chain Management.	1	6	
K-9	Environmental and Social Expert	Master in Environmental Management /Social Studies.	1	6	
K-10	Financial Expert	Graduate in Accounting with professional certification in CA/CPA/CFS or equivalent.	1	10	
	Total:		11	140	

(b) Non-Key Experts:


Code	Position	Qualification & Experience	Person - Month	Quantity	Remarks
NK-1	Civil Engineer	Graduate in Engineering (Civil) with 8 year of Similar Experience	30	1	
NK-2	Utility Engineer	Graduate in Engineering (Mechanical) with 8	24	1	

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উপ-পরিচালক (কম্পিউটার)
প্রোগ্রামিং, ইন্টারনেট ও ই-গভর্নেন্স
অর্থনৈতিক কাঠামো, ঢাকা।



Foreword

Code	Position	Qualification & Experience	Person - Month	Quantity	Remarks
		year of Similar Experience			
K-3	Electrical Engineer	Graduate in Engineering (Electrical) with 8 year of Similar Experience	24	1	
NK-4	Material Engineer	B.Sc. Engineer (Civil) with minimum 8 years of similar experience	24	1	
NK-5	Safety Management Expert	Graduate in Engineering with 8 years of experience in Safety Management of Construction project	24	1	
NK-6	Junior Architect	Bachelor in Architecture with minimum 3 years of similar experience	12	1	
NK-7	Site Engineer (Civil)	Graduate in Civil Engineering with at least 5 years of experience of Construction supervision of large Construction project	24	2	
NK-8	Quantity Surveyor/ Estimator	Diploma in Engineering with 5 years of experience of estimating and preparing IPC and Final bill etc. in a large Construction project	30	1	
NK-9	Site Engineer (Electrical)	Diploma in Electrical Engineering with 3 years of experience of Construction supervision of Similar Construction project	24	2	
NK-10	Site Engineer (Mechanical)	Diploma in Mechanical Engineering with 3 years of experience of Construction supervision of Similar Construction project	24	2	


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Code	Position	Qualification & Experience	Person - Month	Quantity	Remarks
NK-11	GIS Analyst	Bachelor in Urban and Regional Planning. (BURP) with minimum 5 years of Similar experience	12	1	
K-12	Surveyor	Certified Surveyor with minimum 5 years of experience	6	2	
NK-13	Auto CAD operator	Minimum Experience in Auto-CAD in a large Project for 3 years	24	2	
NK-14	Lab Technician.	Minimum Class 12 passed and 5 years of experience in relevant field	12	2	
	Total:		294	20	

(c) Support Staffs:

Code	Position	Qualification & Experience	Person - Month	Quantity	Remarks
ST-1	Project Account Officer	Master degree in Accountancy/ Finance and minimum 5 Years of similar experience	30	1	
ST-2	Computer Operator	Minimum 3 years of Experience in Computer and Auto-CAD preferable	30	2	
ST-3	Office Assistant	Passed Class 12	30	2	
	Total:		90	5	

9. Reimbursable Inputs

The Consultant may also include the following reimbursable inputs that are listed below:

Sl. No.	Reimbursable Expenses	Unit	Quantity
1	A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services	Day	300
2	Necessary travel, Local/International including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route	Trip	200

Foreword

3	Office accommodation (Project Office in Dhaka and Site/Field Office in Mirsarai)	Month	30
4	Applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;	LS	-
5	Rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services	LS	-
6	Stationary, printing and reproduction and dispatching of the reports to be produced for the Services	LS	-
7	Investigations and surveys.	LS	-
8	Rental of Vehicles (Two nos. Jeep (Toyota Land Cruiser - 1 for PD Office and 1 for TL Office), one 12 Seated Microbus and one Twin Cab)	Month	30
9	Training (Technology Transfer), Seminar, Workshop, Conference, Study Tour, Site visit etc. (in India).	LS	-
10	Contingency	LS	-

10. Reporting

Within the scope of consulting services, the Consultant shall prepare and submit reports and documents to the Employer, as shown in the following Table. The Consultant shall provide hard and electronic copy of each of these reports.

Table: List of submission reports

SL	Type of Report	Expected Time Frame	No. of copies
1.	Inception Report	Within 30 days after commencement of the services with presentation at project office including a list of all meetings and interviews with meeting notes and another list of studies and documents examined, gap analysis, work plan will be provided to BEZA.	10
2.	Quarterly Progress Report and Environmental and Social Management Report	Quarterly with presentation at project office summarizing efforts underway to address the above scope of work, outlining problems and constraints encountered, and presenting issues for	05

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SL	Type of Report	Expected Time Frame	No. of copies
		client decision-making, as needed.	
3.	Approval of Financial Analysis, Final Design, Cost Estimation, and BoQ	Within 5 months of the contract signing	05
4.	Structuring, documentation and negotiation of public financing arrangements, including from development partners and bilateral lending	Within 7 months of the contract signing	05
5.	Drafting project documents, including request for qualification, request for proposals, PPP agreement, associated agreements, Tender security documentation, financial structuring documentation and financial close	Within 7 months of the contract	05
6.	Technical due diligence, schedules and documentation	Within 7 months of the contract signing	05
7.	Preparation of details environmental and social assessment	As and when required	05
8.	Reporting of arrangement of Seminar/ Road Show/ Training/ Study Tour etc.	As and when required	05
9.	Approval of bidding/tender documents	Within 9 months of the contract signing	05
10.	Approval of contract evaluation report	Within 10 months of the contract signing	05
11.	Submission of Project implementation Plan	Within 10 months of the contract signing	05
12.	Construction Supervision and Contract Management. Advise BEZA on project implementation,	Within 12 months of the contract signing up to completion	
13.	Draft Completion Report including preparation of Snag List for Defect Liability Period.	Within 29 months of the contract signing with presentation at project office.	10
14.	Final Report	1 month prior to contract closing	20

11. Deliverables, Timetable and Payment Schedule

Deliverable / Milestone	Timeline	Payment (%)
Advance Payment	Not Applicable	None

Deliverable / Milestone	Timeline	Payment (%)
Approval of inception report, updated work plan & ESIA report	6 weeks from Contract Signing	None
Approval of Preliminary design	10 Weeks from Contract Signing	5%
Approval of Final detailed design	2 Weeks after approval of Preliminary design	10%
Approval of Cost Estimation, BoQ bidding/tender documents	4 weeks from approval of Final design	10%
Approval of contract evaluation report	6 months from Submission of Tender	10%
Construction Supervision and Contract Management	24 months from Issue of NoA	45% (To be paid over 24 months by 6 months installation, i.e. four payments)
Training/ Seminar/ Road Show/ Investment Promotion Arrangement	24 months from Issue of NoA	5% (To be paid over 24 months as and when achieved)
Completion Report including preparation of Snag List during Defect Liability Period	12 months after commissioning of the Project	5%
Training of Local Operators	3 months before commissioning of the Project.	5%
Services during Defect Liability period AND Final Report for release of Performance Security	12 months after completion of the Project	5%

12. The consultant also has to comply:

*i) As the Services consist of or include the **supervision of civil works**, the following on ESHS reporting should be submitted:*

- (a) *“The Consultant shall provide immediate notification to the Client should any incident in the following categories occur while carrying out the Services. Full details of such incidents shall be provided to the Client within the timeframe agreed with the Client.*
- (i) *confirmed or likely violation of any law or international agreement;*
 - (ii) *any fatality or serious (lost time) injury;*
 - (iii) *significant adverse effects or damage to private property (e.g. vehicle accident); or*
 - (iv) *any allegation of gender based violence (GBV), sexual exploitation or abuse (SEA), sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children,*
- (b) *Ensure that contractor immediate notifications on ESHS aspects are shared with the Client immediately;*
- (c) *Immediately inform and share with the Client any immediate notification related to ESHS incidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;*

(d) *Share with the Client in a timely manner the Contractor's ESHS metrics, as required of the Contractor as part of the Progress Reports."*

ii) *Environmental and Social Policy*

The Client will refer to the environmental, social, health and safety policies that will apply to the project and the consultant should monitor the environmental compliances during implementation of the project and report to the Client as and when necessary.

iii) *Code of Conduct*

A satisfactory code of conduct will contain obligations on all Consultant's Experts that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:


1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)

9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith

The Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:

1. *received a copy of the code;*
2. *had the code explained to them;*
3. *acknowledged that adherence to this Code of Conduct is a condition of employment; and*
4. *understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.*

A copy of the code shall be displayed in the Engineer's office. It shall be provided in appropriate languages.


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PART II

Section 6. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract form for Consulting Services (a Time-Based Contract).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. This standard Contract form is to be used for complex and/or large value assignments.

CONTRACT

Project Management Consultant (PMC) Services

For

Establishment of Indian Economic Zone in
Mirsarai, Bangladesh.

Time-Based



Contents

Preface	84
I. Form of Contract	87
II. General Conditions of Contract	91
A. General Provisions	91
1. Definitions.....	91
2. Relationship Between the Parties.....	92
3. Law Governing Contract.....	92
4. Language.....	93
5. Headings	93
6. Communications	93
7. Location	93
8. Authority of Member in Charge	93
9. Authorized Representatives	93
10. Corrupt and Fraudulent Practices.....	93
B. Commencement, Completion, Modification and Termination of Contract	94
11. Effectiveness of Contract.....	94
12. Termination of Contract for Failure to Become Effective.....	94
13. Commencement of Services	94
14. Expiration of Contract.....	94
15. Entire Agreement.....	94
16. Modifications or Variations	94
17. Force Majeure	94
18. Suspension	96
19. Termination.....	96
C. Obligations of the Consultant	98
20. General.....	98
21. Conflict of Interests.....	99
22. Confidentiality	100
23. Liability of the Consultant	100
24. Insurance to be Taken out by the Consultant.....	100
25. Accounting, Inspection and Auditing	101
26. Reporting Obligations.....	101
27. Proprietary Rights of the Client in Reports and Records.....	101
28. Equipment, Vehicles and Materials	101
D. Consultant's Experts and Sub-Consultants	102
29. Description of Key Experts.....	102
30. Replacement of Key Experts	102



31. Approval of Additional Key Experts	103
32. Removal of Experts or Sub-consultants	103
33. Replacement/ Removal of Experts – Impact on Payments	103
34. Working Hours, Overtime, Leave, etc.	103
E. Obligations of the Client.....	104
35. Assistance and Exemptions.....	104
36. Access to Project Site.....	105
37. Change in the Applicable Law Related to Taxes and Duties	105
38. Services, Facilities and Property of the Client	105
39. Counterpart Personnel.....	105
40. Payment Obligation.....	106
F. Payments to the Consultant	106
41. Ceiling Amount.....	106
42. Remuneration and Reimbursable Expenses	106
43. Taxes and Duties	107
44. Currency of Payment.....	107
45. Mode of Billing and Payment	107
46. Interest on Delayed Payments.....	109
G. Fairness and Good Faith.....	109
47. Good Faith.....	109
H. Settlement of Disputes.....	109
48. Amicable Settlement.....	109
49. Dispute Resolution.....	109
III.Special Conditions of Contract	113
IV.Appendices	121
Appendix A – Terms of Reference	121
Appendix B - Key Experts	121
Appendix C – Remuneration Cost Estimates.....	121
Appendix D – Reimbursable Expenses Cost Estimates.....	125
Appendix E - Form of Advance Payments Guarantee	125



Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Policy on Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



**CONTRACT FOR CONSULTANT'S SERVICES
Time-Based**

Project Name Establishment of Indian Economic Zone in Mirsarai, Bangladesh.

[Loan / No. LO _____

Contract No. _____

between

Bangladesh Economic Zones Authority (BEZA)

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").


[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [*or has applied for*] a Line of Credit (LOC) from Export-Import Bank of India toward the cost of the Services and intends to apply a portion of the proceeds of this LOC to eligible payments under this Contract, it being understood that (i) payments by the Exim Bank will be made only at the request of the Client and upon approval by the Exim Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the LOC agreement; and (iii) no party other than the Borrower shall derive any rights from the LOC agreement or have any claim to the LOC proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Policy on Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;


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 বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।

87 | Page



(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: Reimbursables Cost Estimates
- Appendix E: Form of Advance Payments Guarantee
- Appendix F Code of Conduct (ESHS) [**Note to Client:** to be included for supervision of civil works contracts]

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F [**Note to Client:** to be included for supervision of civil works contracts]. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]


For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]


[Name of the lead member]


 বাংলাদেশ সরকার
 ইনচার্জ অফিসার
 বাংলাদেশ জাতীয় অর্থনৈতিক কর্তৃপক্ষ
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]


মাসিরউদ্দিন মাহমুদ চৌধুরী
ইনস্পেক্টর জেনারেল কমসালোটেন্ট
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
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II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the Guidelines as set forth in Public Procurement Act, of the _____ [*Insert name of country of Borrower*] and the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 7, 2015. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) “Bank” means Export-Import Bank of India.
 - (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Exim Bank.
 - (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (j) “Foreign Currency” means US Dollars.

- (k) “GCC” means these General Conditions of Contract.
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the currency of the Client’s country.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

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 জনস্বাস্থ্যকর্তার কনসালটেন্ট
 বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause **GCC 4**. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. The composition or the constitution of the JV shall not be altered without the prior consent of the Client. In the event of award of final contract to any JV, all the payments to the JV shall be made to the account of the JV and not to the account of Individual member(s).
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. Compliance is required with the policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the **GCC**.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include

at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its

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 নারিসিউনিস মাহমুদ চৌধুরী
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 বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
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obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be

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reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to

Clause GCC 49.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and

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obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.


C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and

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experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**c. Other General
Obligations**

Additional obligations are stated in the Special Conditions of the Contract.

**21. Conflict of
Interests**

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has

been taken out and maintained and that the current premia therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Borrower, Government of India and Exim Bank and/or persons appointed by the Exim Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Exim Bank if requested by the Exim Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Exim Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or

Materials

partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better

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qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to



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cover these items.


34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be


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specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.


42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

Every payment shall be accompanied by a Payment Authorization in


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the format as prescribed in the LOC Agreement between the Borrower and Exim Bank.

The contract requires the Client to make payment to the Consultant of 100% (one hundred per cent) of contract price of the Eligible Services, pro-rata against progress of the contract, to be covered under an irrevocable letter of credit in favor of the Consultant.

The Client may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Consultant in a bank in the country of the Consultant. The credit shall be for an amount equal to the total contract value less the advance payment.

In the event that the amount payable is adjusted, the Client shall arrange for the documentary credit to be amended accordingly.

The Borrower shall on receiving:

- (a) an invoice from the Consultant duly certified by the Client representing the amount for services rendered by the Consultant under an Eligible Contract in the Borrower's Country, or,
- (b) a request from the Client to release advance payment to the Consultant,
- (c) a request from the Client to release retention money, if any, to the Consultant under an Eligible Contract.

Send payment authorization favoring the Consultant to Exim Bank for the amount of the Eligible Value apportionable to the relevant invoice/request.

43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment

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as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this

Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

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II. General Conditions

Attachment 1: Policy on Corrupt and Fraudulent Practices

Fraud and Corruption

The consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, are expected to observe the highest standard of ethics during the selection and execution of contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.].

For the purposes of this provision:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁴;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁵;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁶;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁷;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to

⁴ “Another party” refers to a public official acting in relation to the selection process or contract execution.

⁵ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁶ “Parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁷ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

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materially impede an Exim Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Exim Bank's inspection and audit rights;

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III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Bangladesh.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client:</p> <p>Project Director Establishment of Indian Economic Zone in Mirsarai Bangladesh Economic Zones Authority Monem Business District (Level-12) 111 Bir Uttam C R Dutta Road, Dhaka, Bangladesh.</p> <p>E-mail (where permitted): mmis@beza.gov.bd</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p>

	<p>Project Director Establishment of Indian Economic Zone in Mirsarai Bangladesh Economic Zones Authority Monem Business District (Level-12) 111 Bir Uttam C R Dutta Road, Dhaka, Bangladesh.</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>The effectiveness conditions are the following: <i>Approval of Contract by the Export-Import Bank of India.</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Three months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 (Fifteen).</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 30 (Thirty) Months from the date of commencement of Service.</p>
20.c	<p>i. In case the Consultant is blacklisted/ debarred/sanctioned during Contract implementation, the Consultant shall immediately inform the Client and Exim Bank of such blacklisting/ debarment/ sanction and reasons thereof. This may lead to cancellation of the Contract.</p> <p>ii. In case, during Contract implementation, the account of the Consultant is classified as Non-Performing Asset (NPA) with any Bank/FI or Consultant's companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd. (CIBIL) Defaulter List or any other negative list of central and state government agencies, updated from time to time, the Consultant shall immediately inform the Client and Exim Bank of the same along with reasons thereof. This may lead to cancellation of the Contract.</p>

21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes.</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract]</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert</i></p>

	<p><i>amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>To comply as a stated.</i>
27.2	The Consultant shall not use any documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
32. Removal of Experts or Sub-consultants	“Key Experts, Non-Key Experts or Sub-consultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client’s written request.”
35.1 (a) through (e)	<i>No Change.</i>
35.1(f)	<i>VAT & Taxes related to payment to the services under the PMC Consultant shall be paid by the Government of Bangladesh.</i>
42.3	Price adjustment on the remuneration does not apply .
43.1 and 43.2	As per the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 07, 2015, the goods and services provided under this contract to be funded under the LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature levied in the country of the Borrower and no tax is liable to be paid from the LOC. The rates, prices specified in the Bid Data Sheet ,

	and total Bid price submitted by the Bidder should be exclusive of any kind of taxes and duties of any nature levied in the country of the Borrower.
44.1	The currency [currencies] of payment shall be the following: US Dollars.
45.1(a)	The following provisions shall apply to the advance payment and the advance bank payment guarantee: Not Applicable
45.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of every quarter.
45.1(e)	The accounts are: for USD : <i>[insert account]</i> .
46.1	The interest rate is: Not applicable.
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint,</p>

	<p>upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of Permanent Court of Arbitration, Hague, Netherland</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the Secretary General of Permanent Court of Arbitration, Hague, Netherland</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country.</p>
<p><i>e</i></p>	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties</p>

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	<p>be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:


[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract

negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."


মাসিরউদ্দিন মাহমুদ চৌধুরী
ইনস্পেক্টর জেনারেল কমিস্যনেন্ট
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।



**Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts	1	2	3	4	5	6	7	8
Name	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Year	Agreed Fixed Rate per Working Month/Day/Year ¹
Home Office								
Work in the Client's Country								

- 1 Expressed as percentage of 1
- 2 Expressed as percentage of 4
- * If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____



সিনিয়র ডায়নি মাফুজ কোব্বলী
সিনিয়র এক্সপার্টের কন্সাল্ট্যান্ট
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
স্বাক্ষরকারীর কার্যালয়, ঢাকা।



APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. [Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]

APPENDIX E - FORM OF ADVANCE PAYMENT GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date] _____

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number] _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] _____ with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of USD _____ [insert amount in figures] (US Dollars _____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of USD _____ [amount in figures] (US Dollars _____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated US Dollars, as specified in the Contract.

in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]* _____, *[year]* __, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

Appendix F - Code of Conduct (ESHS)

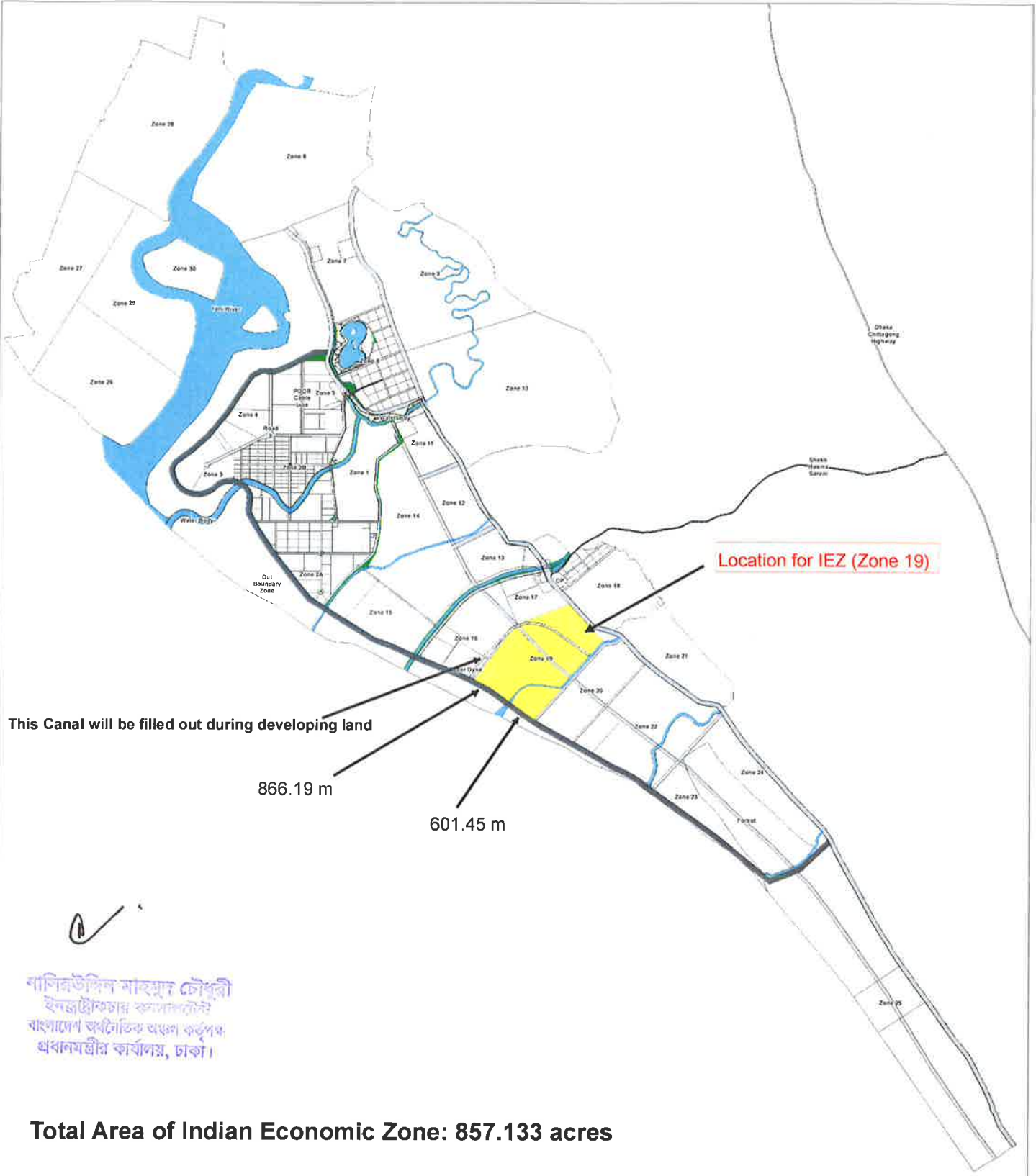


[Note to Client: to be included for supervision of civil works contracts]

নাসিরউদ্দিন মাহমুদ চৌধুরী
ইনস্পেক্টর জেনারেল কমসালসেস
বাংলাদেশ আর্থনোমিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."





Location for IEZ (Zone 19)

This Canal will be filled out during developing land

866.19 m

601.45 m

বাণিজ্যিক উদ্দেশ্যে মাঝারি স্কেপের
ইনডাস্ট্রিয়াল কমপ্লেক্স
বাংলাদেশ আর্থনোমিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।

Total Area of Indian Economic Zone: 857.133 acres

Legend

- Adjacent Land
- Water Body
- Park
- Road
- Super Dyke
- Green Buffer
- Space for Electric pole
- Indian Economic Zone
- Storm Drain
- 3.5 m Service lane



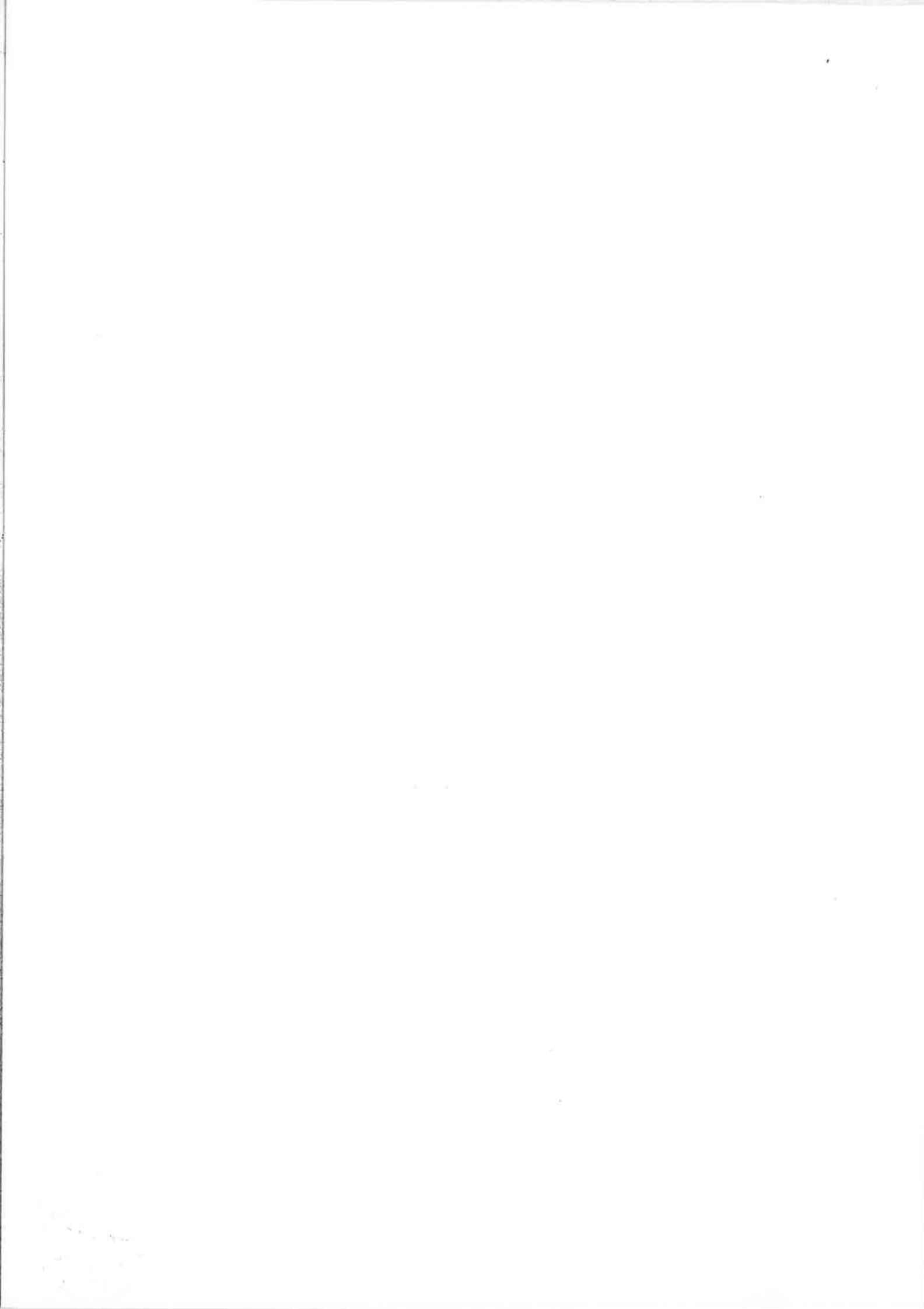
BANGLADESH ECONOMIC ZONES AUTHORITY

Prepared By:

Shahadat

Md. Shahadat Hossain
Jr. Urban Planner (Consultant)
BEZA





1:5,200

Bangabandhu Sheikh Mujib Shilpanagar - IEZ (Site Map)



Location for IEZ (Zone 19)

This Canal will be filled out during developing land

866.19 m

601.45 m

নাসিরউদ্দিন নাসিরুজ্জামান
 ইনস্পেক্টর জেনারেল
 বাংলাদেশ আঞ্চলিক অঞ্চল কর্তৃপক্ষ
 প্রধানমন্ত্রীর কার্যালয়, ঢাকা।

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Legend

- Adjacent Land
- Water Body
- Park
- Road
- Super Dyke
- Green Buffer
- Space for Electric pole
- Storm Drain
- 3.5 m Service lane
- Indian Economic Zone



BANGLADESH ECONOMIC ZONES AUTHORITY

0 0.225 0.45 0.9 Kilometers



The People's Republic of Bangladesh
Bangladesh Economic Zones Authority
Prime Minister's Office
Dhaka 1205

Coordinate of Indian Economic Zone

ID	X	Y
1	347483.069	2513227.853
2	347661.622	2513048.824
3	347597.744	2513034.023
4	347459.734	2512881.264
5	347313.069	2512718.925
6	347149.245	2512537.595
7	346955.069	2512322.668
8	346904.277	2512266.448
9	346837.687	2512192.742
10	346723.908	2512066.804
11	346136.566	2511416.695
12	345942.133	2511540.353
13	345782.513	2511658.093
14	345643.171	2511761.018
15	345587.215	2511802.301
16	345406.550	2511934.838
17	345307.524	2512004.541
18	345216.840	2512067.716
19	345120.912	2512120.634
20	345032.133	2512168.096
21	344853.939	2512263.376
22	345006.538	2512467.162
23	345159.137	2512670.948
24	345283.166	2512836.580
25	345451.033	2513060.756
26	345607.446	2513270.189
27	345713.250	2513415.508
28	345769.365	2513458.200
29	346014.239	2513554.932
30	346288.504	2513663.364
31	346601.554	2513787.131
32	346857.699	2513888.400
33	346949.419	2513788.895
34	347053.185	2513673.103
35	347117.059	2513606.376
36	347190.019	2513530.227
37	347227.745	2513487.762
38	347267.133	2513444.365
39	347353.288	2513357.980

P

শাহিনউদ্দিন মাহমুদ চৌধুরী
ইনস্পেক্টর জেনারেল
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প্রধানমন্ত্রীর কার্যালয়, ঢাকা।





1:5,200

Bangabandhu Sheikh Mujib Shilpanagar - IEZ (Layout Plan)



Legend

- Admin Building
- ETP
- Security Shed
- Security Shed 02
- Telecom Tower
- WTP
- Access Road
- ETP
- Security Shed
- WTP
- Road
- Water Body
- Green Buffer
- Boundary Wall
- Drain
- Indian Economic Zone



**BANGLADESH
ECONOMIC ZONES
AUTHORITY**

Prepared By:

Shahadat

Md. Shahadat Hossain
Jr. Urban Planner (Consultant)
BEZA

0 0.25 0.5 1 Kilometers



শাহাদত হোসেন মোস্তাফিজ
ইনস্টিটিউট অফ ইনসিটিজ
বাংলাদেশ অর্থনৈতিক অঞ্চল কর্তৃপক্ষ
প্রধানমন্ত্রীর কার্যালয়, ঢাকা।

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