

Government of the People's Republic of Bangladesh  
Prime Minister's Office  
Bangladesh Economic Zones Authority (BEZA)  
[www.beza.gov.bd](http://www.beza.gov.bd)

No: 03.07.0000.019.11.047.23. - 2528

Date: 10 August 2023

**Request for Expression of Interest (EOI)**

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH					
1.	Ministry	:	Prime Minister's Office		
2.	Agency	:	Bangladesh Economic Zones Authority (BEZA)		
3.	Procuring Entity Name	:	Bangladesh Economic Zones Authority (BEZA)		
4.	Title of Service	:	1. Infrastructure and Design Consultant (Civil) – 1 (One) 2. Power Management Consultant (Electrical) – 1 (One) 3. Investigation and Survey Consultant (Surveyor) – 1 (One)		
5.	Procuring Entity District	:	Dhaka (BEZA HQ)		
6.	EOI for Selection of	:	Individual Consultant (National) (Time-Based)		
7.	EOI Ref. No.	:	03.07.0000.019.11.047.23.		
8.	EOI Publication Date	:	13 August 2023 or before		
<b>KEY INFORMATION</b>					
9.	Procurement Method applied	:			
	a) Procurement Type	:	National Competitive Bidding (NCB)		
	b) Procurement Method	:	Selection of Individual Consultants (SIC)		
<b>FUNDING INFORMATION</b>					
10.	Budget and Sources of Funds	:	BEZA Own Fund		
11.	Development Partner (If applicable)	:	None		
<b>PARTICULAR INFORMATION</b>					
12.	Project/Program Code	:	Not Applicable		
13.	Project/Program Name	:	Not Applicable		
14.	EOI Closing Date & Time	:	27 August 2023 at 3:00 PM (BST)		
<b>INFORMATION FOR APPLICANT</b>					
15.	Brief Description of the Assignment	:	<b>Infrastructure and Design Consultant</b> The main objective of the consulting services is to carry out the detailed structural designs, drawings, preparation of BoQ, cost estimations and construction supervision of various infrastructures such as buildings, roads, culverts, bridges, boundary wall, WTP, STP, ETP/CETP etc. in accordance with the standard practices for development of EZs.	<b>Power Management Consultant (Electrical)</b> The main objective of the consulting services is to perform on electrical power supply and distribution such as its design, estimation, and reporting. Also assisting and coordinating with concerned officers in implementation and execution of all electrical and electro-mechanical works at sites in the EZs taken by BEZA.	<b>Investigation and Survey Consultant (Surveyor)</b> The main objective of this assignment is to ensure quality outputs related to surveying issues for establishing economic zones that support policy decision making process and implementation.
16.	Experiences, Resources, & Delivery Capacity Required	:			



	a) Academic qualifications		(a) The required academic qualifications of the services are: (i) A minimum Bachelor Degree in Civil Engineering from any reputed University. (ii) Master Degree and more in Structural Engineering will be given preference.	(a) The required academic qualifications of the services are: (i) A minimum Bachelor degree in engineering (Electrical/Electrical and Electronics) from any reputed university. (ii) Applicant(s) with Master Degree in the relevant field will be given preference.	(a) The required academic qualifications of the services are: (i) Diploma in Civil Engineering/ Survey Technology from any reputed institution.
	b) Experiences and adequacy		(b) The required experiences of the position are: (i) At least fifteen (15) years relevant experience in the field of engineering, structural design & drawing, and supervision of development project in Bangladesh under public sector. (ii) Specialized knowledge in different infrastructural development (e.g., Land Filling, Construction of Embankment, Buildings, Road, Drain, Culvert etc.). (iii) Knowledge and understanding of technical aspects of civil work and experience in EPC, FIDIC contracts. (iv) Knowledge of using standard code of practices i.e., AASHTO, ACI & IRC etc. for analysis and structural design of buildings and other related structures. (v) Proficiency in structural analysis and design with the application of appropriate software like STAAD. Pro, ETAPS etc.	(b) The required experiences of the position are: (i) At least fifteen (15) years work experience in the field of electrical/ electrical and electronics/ electro-mechanical systems. (ii) Specialized knowledge in different areas of electrical works/ maintenance of electrical equipment (e.g., transmission, electrical sub-station, distribution network, lift installation, generator, PLC etc.). (iii) Knowledge and understanding of technical aspects of electrical works and experience in EPC contract. (iv) Working experience in public or private sector as Electrical/Electrical and Electronics Engineer. (v) Fully conversant and possessing skills in engineering software applications.	(b) The required experiences of the position are: (i) At least 5 (five) years working experience relevant to land Surveying including experiences to the strong knowledge of planning standards in Bangladesh and in other countries. (ii) Additional experiences are: •To operate digital survey machine. •Proven experience in operating RTK GPS machine/Theodolite, other GPS Machines, level machine, Total Station and AutoCAD, Micro soft Excel etc. •Experiences in cartography, projections, datum, coordinate systems, database principles and design, topographic surveying techniques and processing GNSS data. •Knowledge of basic surveying knowledge and guild lines. (iii) Having working experience in EPZ/EZ and relevant organizations. (iv) Software skill in relevant areas.
17.	Contract Execution Period	:	The duration of the contract is expected to be 24 (twenty-four) Months		
18.	Other Details (if applicable)	:	As stated in TOR		
19.	Association with Foreign Firm	:	Not Applicable		
20.	Package Details	:			
	Package No.		Location	Indicative Start Date	Indicative Completion Date
	PS04-BEZA-2023	:	Dhaka (BEZA HQ)	1 <sup>st</sup> October 2023	31 <sup>st</sup> September 2025
	PS05-BEZA-2023	:			
	PS06-BEZA-2023	:			
PROCURING ENTITY DETAILS					
21.	Name & Designation of Official Inviting EOI	:	Md. Nazmul Alam (Deputy Secretary) Manager (Planning-4)		
22.	Address of Official Inviting EOI	:	Bangladesh Economic Zones Authority Prime Minister's Office Binivog Bhaban (Level 7,8,9)		



			Plot# E-6/B, Agargaon, Dhaka-1207, Bangladesh
23.	Contact Details of Official Inviting EOI	:	Phone: +(88) (02) 44826030 E-mail: rz1719@yahoo.com
24.	Particular Instruction	:	<ul style="list-style-type: none"> <li>• The Procuring Entity reserves the right to reject all EOIs;</li> <li>• Consultant will be selected in accordance with the procedure set out in Public Procurement Act 2006 and Public Procurement Regulations 2008;</li> <li>• This EOI notice is also available in BEZA website <a href="http://www.beza.gov.bd">www.beza.gov.bd</a> and CPTU website <a href="http://www.cptu.gov.bd">www.cptu.gov.bd</a> and</li> <li>• The list of required documents to be submitted with application and detailed Terms of Reference (TOR) are available on the website <a href="http://www.beza.gov.bd">www.beza.gov.bd</a>.</li> </ul>



Md. Nazmul Alam  
 (Deputy Secretary)  
 Manager (Planning-4)  
 Bangladesh Economic Zones Authority

**BANGLADESH ECONOMIC ZONES AUTHORITY**  
**Prime Minister's Office**



**REQUEST FOR APPLICATION**

**FOR**

**Selection of Individual Consultant (National)**

**FOR**

**Infrastructure and Design Consultant (Civil)**  
**(Time Based Contract)**

**Package No.: PS04-BEZA-2023**

**AUGUST 2023**

PS 7



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# Section 1. Information to the Applicants

## A. General

1. Scope of assignment
  - 1.1 The Client has been allocated Public fund for .....(Name of the Project....) and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
  - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
  - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.  
**[ Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2 ]**
3. Eligible Applicants
  - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
  - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
  - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
  - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
  - 3.5 The Applicant has the legal capacity to enter into the Contract
  - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
  - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.





- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client , as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
  - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.



## B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
  - (b) Form 3B: CV of the Applicant; and
  - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

## C. Evaluation of Applications

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





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

Criteria	Points
• Educational Qualification	25 points
• Relevant Working Experience and its adequacy for the assignment	65 points
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	10 points
<b>Total points:</b>	<b>95 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70]* shall be considered disqualified.

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

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

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

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

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

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

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





9. Application  
Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

## D. Award of Contract

10. Award of  
Contract

- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

11. Debriefing

- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

12. Commencement  
of Services

- 12.1 The applicant is expected to commence the assignment on [.. insert date...] at the location [ insert place..)]. The duration of the contract shall be [.... Months] from the date of commencement.



## Section 2: Terms of Reference

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### Terms of Reference (ToR)

for

### Selection of "Infrastructure and Design Consultant (Civil)" for BEZA (Time Based Contract)

#### 1. Background and general descriptions

Bangladesh Economic Zones Authority (BEZA) launched in 2010 aims to establish economic zones in all potential areas of Bangladesh including backward and underdeveloped regions with a view to trigger rapid economic development through introduction of multi-sectoral industries, diversified employment, massive production and creating export opportunities. BEZA has taken initiative to develop economic zones in different parts of Bangladesh, especially in the backward areas since its establishment. At present various infrastructures development activities are being implemented in various EZs and huge development initiatives will be taken soon. There is a need for an individual Consultant in the position of "Infrastructure and Design Consultant (Civil)" for structural design of various infra-structures, Supervision of Infrastructure Construction and maintaining coordination among different contractors/consulting firms as well as other govt. organizations in structural design related issues of various Civil Infrastructures. In this purpose, BEZA has allocated some fund from its own resources and intends to recruit an individual consultant for the position of "Infrastructure and Design Consultant (Civil)" for 2 (two) years.

#### 2. Objective of the services

The main objective of the consulting services is to carry out the detailed structural designs, drawings, preparation of BoQ, cost estimations and construction supervision of various infrastructures such as buildings, roads, culverts, bridges, boundary wall, WTP, STP, ETP/CETP etc. in accordance with the standard practices for development of EZs.

#### 3. Scope of the services

The duties and responsibilities of the proposed expert includes but not limited to:





- ✚ Preparing structural design of various infrastructures namely buildings, roads, culverts, bridges, boundary wall, WTP, STP, ETP/CETP, etc. as per BNBC, ACI, AASHTO guidelines as well as using ETABS/STAAD.Pro and other up-to-date software especially SAFE for foundation, SAP for steel structures, RAM connection for steel joint details;
- ✚ Preparing relevant drawing and detailed design (conceptual and structural both), technical specifications and estimating official cost, BoQ of all civil works for tender purpose;
- ✚ Reviewing the existing structural design and drawings, preparing working drawings and technical specifications for construction, supervising the execution of the works using internationally accepted standards;
- ✚ Checking of structural drawings for industrial unit setup submitted by the investors in various **Economic Zones** based on BEZA Building Regulation, BNBC & NFPA code;
- ✚ Monitoring implementation progress of civil works and verifying bills for payment purposes;
- ✚ Monitoring the contracts and implementation of activities so that they are in harmony with development objectives;
- ✚ Coordinating activities and progress with relevant stakeholders & work as counterpart expert for BEZA;
- ✚ Supervising construction sites to ensure works as per the design and technical specifications laid out in the contract and report to BEZA on progress performance conducted by the Contractor;
- ✚ Reviewing necessary documents, visit the work site, and finalize necessary amendments including variation within a reasonable time (If required);
- ✚ Verifying various Test Results of materials related to technical issues to ensure proper Quality Control; and
- ✚ Any other relevant works as required by the Authority.

#### 4. Academic qualifications and experiences

##### a) Academic qualifications

The required academic qualifications of the services are:

- A minimum Bachelor Degree in Civil Engineering from any reputed University; and



- Master Degree and more in Structural Engineering will be given preference.

**b) Required experiences & adequacy**

The required experiences of the position are:

- ✦ At least fifteen (15) years relevant experience in the field of engineering, structural design & drawing and supervision of development project in Bangladesh under public sector;
- ✦ Specialized knowledge in different infrastructural development (e.g., Land Filling, Construction of Embankment, Buildings, Road, Drain, Culvert etc.);
- ✦ Knowledge and understanding of technical aspects of civil works and experiences in EPC, FIDIC contracts;
- ✦ Knowledge of using standard code of practices i.e., AASHTO, ACI & IRC etc. for analysis and structural design of buildings and other related structures; and
- ✦ Proficiency in structural analysis and design with the application of appropriate software like STAAD-Pro, ETAPS etc.

**c) Required training**

- ❖ Professional training on Structural Design and Detailing, Fire Fighting System Design and Planning, Sub-soil Investigation, and National e-Government Procurement (e-GP); and
- ❖ Training on BNBC, Building Construction, Construction Safety & Quality, Inspector Skills, etc.

**d) Suitability for the assignment**

- Professional affiliation with National/ International body;
- Experience in EPZ/EZ, industrial project, urban development etc.; and
- Experiences in preparation of Development Project Proposal (DPP) in government system.

**5. Duration of assignment and commencement**

- Duration of employment: Initial contract for 24 (twenty-four) months and annually renewable based on satisfactory performance



- Number of positions: 1 (one)
- Workstation: BEZA's Head Office in Dhaka
- Commencement of services: 1<sup>st</sup> October 2023 (Indicative)

#### **6. Counterpart support (to be provided by the Client)**

The BEZA will provide institutional support where necessary. The incumbent should have fluency in English and the necessary computer skill to furnish the jobs/assignments. The office accommodation will be available in the working station of BEZA's premises, and no transport/vehicle is provided for come/go to office.

#### **7. Reporting requirement**

The consultant will be responsible for providing services to the concerned Manager(s). He will assist in ensuring the timely completion of all civil work activities in accordance with the authority's requirements from time to time.

#### **8. Payment**

All remuneration and fees will be paid in Monthly basis. The payment will be made in BDT. It is noted that all leaves and absences will be managed under existing government Rules and Regulations.

#### **9. Institutional arrangements**

The consultant must work closely with the concerned officials under the supervision of General Manager (Planning & Development) of BEZA. The consultant would be responsible for anticipating the potential issues on infrastructure design in close consultation with the authority and must report to concerned Manager(s)/Project Director(s).

#### **10. Others**

The working hours of the consultant will be same as the govt. office. The consultant shall spend extra hours beyond the govt. office working hours to meet the urgent deadlines. The consultant shall also perform field trips at different stages of Planning, Surveying, Designing and Construction of Infrastructure.



## **Section 3. Application Forms**

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable



7



## Form 3A. Application Submission

[Location: dd/mm/yy]

To:

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

-----  
[Address of Client]  
-----

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

**Attachment:**

SRFA\_ PS4 02-09-09



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

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





11 WORK UNDERTAKEN THAT BEST  
ILLUSTRATES THE CAPABILITY TO  
HANDLE THIS ASSIGNMENT

*[give an outline of experience and training most pertinent to  
tasks on this assignment, with degree of responsibility  
held. Use about half of a page A4].*

12 COMPUTER SKILL

CERTIFICATION

*[Do not amend this Certification].*

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

Signature

--

Print name

--

Date of Signing

dd / mm / yyyy

--	--	--

## Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1**.

### (1) Remuneration

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

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

### (2) Reimbursable (as applicable)

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

CONTRACT CEILING (1) + (2)	
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## Section 4. Contract Forms

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



## 4.1 Contract Agreement (Time-based)

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### General

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





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

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

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

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

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

- |                                 |  |
|---------------------------------|--|
| 4. Applicable Law               | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh   |
| 5. Governing Language           | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.  |
| 6. Modification of Contract     | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.   |
| 7. Ownership of Material        | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.<br><br>7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.   |
| 9. Contractual Ethics           | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.   |





## Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clause 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [ delete those inappropriate ]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.





13. Payment  
Conditions

13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.

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

13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.

13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.

13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

### **Obligations of the Consultant**

14. Medical  
Arrangements

14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.

15. Working Hours  
and Leave

15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.

15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.

16. Performance  
Standard

16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.





17. Contract Administration
- 17.1 **Client's Representative**
- The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 17.2 **Timesheets**
- The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.
18. Confidentiality
- 18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
19. Consultant's Liabilities
- 19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
20. Consultant not to be Engaged in Certain Activities
- 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

## **Obligations of the Client**

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

## **Termination and Settlement of Disputes**

22. Termination
- 22.1 **By the Client**
- The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 22.2 **By the Consultant**
- The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
23. Dispute Resolution
- 23.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.





### 23.2 Arbitration

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



## ANNEX A: Description of the Services

*[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided , (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).*

*[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.*

- 1. The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
- 2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*
  - (a) Address of the Client:  
(With phone number, Fax number & e-mail)*
  - (b) Address of the Client:  
(With phone number, Fax number & e-mail)*
- 3. Logistics and facilities to be provided to the Consultant by the Client are listed below:*
  - Office space with furniture including file cabinet and electric connection;*
  - Office Assistant(s)/Support staff;*
  - Office equipment like computer, printer etc;*
  - Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.*
  - Any other facilities agreed by both Client & the Consultant.*



*[Handwritten signature]*



## ANNEX B: Cost estimates of Services and Schedule of Rates

### (A) Remuneration

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

### (B) Reimbursable

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

CONTRACT CEILING (A) +(B)=	Total =
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*Handwritten signature/initials*

**ANNEX C: Consultant's Reporting Obligations**  
(Sample Format)

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



D



**BANGLADESH ECONOMIC ZONES AUTHORITY**  
**Prime Minister's Office**



**REQUEST FOR APPLICATION**

**FOR**

**Selection of Individual Consultant (National)**

**FOR**

**Power Management Consultant (Electrical)**  
**(Time Based Contract)**

**Package No.: PS05-BEZA-2023**

**AUGUST 2023**

PS 7



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# Section 1. Information to the Applicants

## A. General

1. Scope of assignment
  - 1.1 The Client has been allocated Public fund for .....(*Name of the Project....*) and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
  - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
  - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.  
**[ Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2 ]**
3. Eligible Applicants
  - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
  - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
  - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
  - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
  - 3.5 The Applicant has the legal capacity to enter into the Contract
  - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
  - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.





- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client , as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
  - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.



## B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
  - (b) Form 3B: CV of the Applicant; and
  - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

## C. Evaluation of Applications

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





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

Criteria	Points
• Educational Qualification	25 points
• Relevant Working Experience and its adequacy for the assignment	65 points
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	10 points
<b>Total points:</b>	<b>95 points</b>

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70]* shall be considered disqualified.
- 8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.



9. Application  
Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as "Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

## D. Award of Contract

10. Award of  
Contract

- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

11. Debriefing

- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

12. Commencement  
of Services

- 12.1 The applicant is expected to commence the assignment on [.. insert date...] at the location [ insert place..)]. The duration of the contract shall be [.... Months] from the date of commencement.





**Terms of Reference (TOR) for Individual Consultant**  
**Power Management Consultant (Electrical)**  
**(Time Based Contract)**

**1.0 Background and general descriptions**

Bangladesh Economic Zones Authority (BEZA) launched in 2010 aims to establish economic zones in all potential areas of Bangladesh including backward and underdeveloped regions with a view to trigger rapid economic development through introduction of multi-sectoral industries, diversified employment, massive production and creating export opportunities. BEZA has taken initiative to develop economic zones in different parts of Bangladesh, especially in the backward areas since its establishment. At present various infrastructures development activities are being implemented in various EZs and huge development initiatives will be taken soon. There is a need for an individual Consultant in the position of “**Power Management Consultant (Electrical)**” for detailed design of electrical power supply & distribution, drawing, BoQ & technical specifications of various power supply related infrastructures. Supervision of Power supply Infrastructure construction and maintaining coordination among different contractors/consulting firms as well as other govt. agencies in electrical power supply, distribution, and management.

In this purpose, BEZA has allocated some funds from its own resources and intends to recruit a **Power Management Consultant (Electrical)** for 2 (two) years but would be renewed annually based on satisfactory performance.

**2.0 Objective of the services**

The main objective of the consulting services is to perform on electrical power supply and distribution such as its design, estimation, and reporting. Also assisting and coordinating with concerned officers in implementation and execution of all electrical and electro-mechanical works at sites in the EZs taken by BEZA. He or she should also be responsible to monitor the implementation of contracts/activities of all electrical and electro-

mechanical works and must report to concerned Manager(s)/Project Director(s) under supervision of General Manager (Planning & Development).

### 3.0 Scope of the services

She/he will carry out his/her tasks in accordance with accepted professional standards.

She/he shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports.

The Power Management Consultant (Electrical) needs to perform the following duties/services:

- Preparing relevant design, estimation, BoQ, and reporting of all electrical and electro-mechanical works as required by BEZA;
- Providing electrical detailed drawings, respective technical specifications for the interventions to be carried out, necessary reports, presentation & interpretation of the assignment provided by the Client;
- Monitoring the contracts and implementation of activities so that they are in harmony with development objectives and budget estimates and verifying bills for payment purpose;
- Coordinating activities and progress with relevant stakeholders and work as counterpart expert for BEZA;
- Contribute to Analytical and Advisory Activities (AAA) and Technical Assistance (TA) in the areas of electrical design and drawings of structures implemented by BEZA;
- Calculate and design electrical load and solutions to problems;
- Researching suitable solutions for relevant issues, providing estimated costs and timescales
- Working to IEC, IEE, IBC, NFPA and other internationally recognized standards;
- Attending meetings on site when needed, review compliance of installed work;
- Follow QA/QC procedures related to electrical design;
- Monitor and supervise the works executed to ascertain whether the work progressed as per original electrical design and drawings and provide technical assistance to the field officials as needed;
- Evaluate electrical aspects of the "Feasibility Reports" and provide expert opinion; and



- Any other relevant works as required by the Authority.

#### **4.0 Academic qualifications and experiences**

##### **a) Academic qualifications**

The required educational qualifications of the Power Management Consultant (Electrical) are-

- A minimum Bachelor degree in engineering (Electrical/Electrical and Electronics) from any reputed university; and
- Applicant(s) with Master Degree in the relevant field will be given preference.

##### **b) Practical experiences**

The required experiences of the consultant are as follows:

- At least fifteen (15) years work experience in the field of electrical/electrical and electronics/ electro-mechanical systems;
- Specialized knowledge in different areas of electrical works/ maintenance of electrical equipment (e.g., transmission, electrical sub-station, distribution network, lift installation, generator, PLC etc.);
- Knowledge and understanding of technical aspects of electrical works and experience in EPC contract;
- Working experience in public or private sector as Electrical/ Electrical and Electronics Engineer; and
- Fully conversant and possessing skills in engineering software applications.

##### **c) Required training**

- ❖ Professional training on Electrical Design and Drawing, Fire Fighting System Design and Planning, and National e-Government Procurement (e-GP); and
- ❖ Training on BNBC, Construction Safety & Quality, Inspector Skills, etc.

##### **d) Suitability for the assignment**

- Professional affiliation with National/ International body;
- Experience in EPZ/EZ, industrial project, urban development etc.;
- Experiences in preparation of Development Project Proposal (DPP) in government system; and



- Should have sound knowledge of Sub-station, Generator, BBT installation, fire detection & protection, HVAC, Surge protection device, Stage lighting and Sound system, Conference & PA system, Access control system, networking system etc.

## **5.0 Duration of assignment and commencement**

Duration of employment: Initial contract for 24 (twenty-four) months and annually renewable based on satisfactory performance

Number of positions: 1 (one)

Workstation: The working station will be the BEZA HQ and the site visit will be required from time to time.

Commencement of services: 1<sup>st</sup> October 2023 (Indicative)

## **6.0 Counterpart support (to be provided by the Client)**

The BEZA will provide institutional support where necessary. No supporting staff is available for this position. The incumbent should have the necessary computer skill to furnish the jobs/assignments with his/her own laptop. The office accommodation will be available in the working station of BEZA's premises, and no transport/vehicle is provided for come/go to office.

## **7.0 Reporting arrangement**

The Consultant will be responsible to the concerned Manager(s) for discharging the technical functions of all electrical and electro-mechanical works funded by BEZA. He will assist in ensuring the timely completion of all electrical and electro-mechanical work activities in accordance with the authority's requirements from time to time.

## **8.0 Payments**

All remuneration and fees will be paid in Monthly basis. The payment will be made in BDT. It is noted that all leaves and absences will be managed under existing government rules and regulations.



## 9.0 Institutional arrangements

The consultant must work closely with the concerned officials under the supervision of General Manager (Planning & Development) of BEZA. The consultant would be responsible for anticipating the potential issues on infrastructure design related to power supply and distribution system in close consultation with the authority and must report to concerned Manager(s)/Project Director(s).

## 10. Others

The working hours of the consultant will be the same as the govt. office. The consultant shall spend extra hours beyond the govt. office working hours to meet the urgent deadlines. The consultant shall also perform field trips at different stages of Planning, Surveying, Designing and Construction of Infrastructure.

===000===



## **Section 3. Application Forms**

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable



5



## Form 3A. Application Submission

[Location: dd/mm/yy]

To:

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

-----  
[Address of Client]  
-----

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

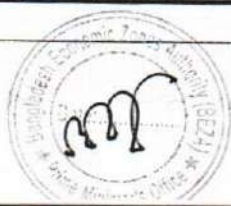
Attachment:

SRFA\_PS4 02-09-09



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

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



*[Handwritten mark]*



11 WORK UNDERTAKEN THAT BEST  
ILLUSTRATES THE CAPABILITY TO  
HANDLE THIS ASSIGNMENT

*[give an outline of experience and training most pertinent to  
tasks on this assignment, with degree of responsibility  
held. Use about half of a page A4].*

12 COMPUTER SKILL

#### CERTIFICATION

*[Do not amend this Certification].*

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

Signature

Print name

Date of Signing

dd / mm / yyyy




## Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1**.

### (1) Remuneration

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

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

### (2) Reimbursable (as applicable)

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

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



*Handwritten signature/initials*



## Section 4. Contract Forms

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



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## 4.1 Contract Agreement (Time-based)

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

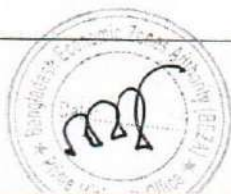
WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### General

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



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

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

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

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

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

- |                                 |  |
|---------------------------------|--|
| 4. Applicable Law               | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh   |
| 5. Governing Language           | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.  |
| 6. Modification of Contract     | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.   |
| 7. Ownership of Material        | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.<br><br>7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.   |
| 9. Contractual Ethics           | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.   |



## Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [ delete those inappropriate ]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.





13. Payment  
Conditions

13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.

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

13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.

13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.

13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

### **Obligations of the Consultant**

14. Medical  
Arrangements

14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.

15. Working Hours  
and Leave

15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.

15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.

16. Performance  
Standard

16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.





17. Contract  
Administration

17.1 **Client's Representative**

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

17.2 **Timesheets**

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

18. Confidentiality

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

19. Consultant's  
Liabilities

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

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

20. Consultant not  
to be Engaged  
in Certain  
Activities

20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

## **Obligations of the Client**

21. Services,  
Facilities and  
Property

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

## **Termination and Settlement of Disputes**

22. Termination

22.1 **By the Client**

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

22.2 **By the Consultant**

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

23. Dispute  
Resolution

23.1 **Amicable Settlement**

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.





### 23.2 Arbitration

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



## ANNEX A: Description of the Services

*[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided , (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).*

*[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.*

- 1. The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
- 2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*
  - (a) Address of the Client:*  
*(With phone number, Fax number & e-mail)*
  - (b) Address of the Client:*  
*(With phone number, Fax number & e-mail)*
- 3. Logistics and facilities to be provided to the Consultant by the Client are listed below:*
  - Office space with furniture including file cabinet and electric connection;*
  - Office Assistant(s)/Support staff;*
  - Office equipment like computer, printer etc;*
  - Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.*
  - Any other facilities agreed by both Client & the Consultant.*





## ANNEX B: Cost estimates of Services and Schedule of Rates

### (A) Remuneration

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

### (B) Reimbursable

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

<b>CONTRACT CEILING (A) +(B)=</b>	<b>Total =</b>
-----------------------------------	----------------

**ANNEX C: Consultant's Reporting Obligations**  
(Sample Format)

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



*[Handwritten signature]*



**BANGLADESH ECONOMIC ZONES AUTHORITY**  
**Prime Minister's Office**



**REQUEST FOR APPLICATION**

**FOR**

**Selection of Individual Consultant (National)**

**FOR**

**Investigation and Survey Consultant (Surveyor)**  
**(Time Based Contract)**

**Package No.: PS06-BEZA-2023**

**AUGUST 2023**

PS 7



5

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*[Handwritten signature]*



# Section 1. Information to the Applicants

## A. General

1. Scope of assignment
  - 1.1 The Client has been allocated Public fund for .....(Name of the Project....) and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
  - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
  - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.  
**[ Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2 ]**
3. Eligible Applicants
  - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
  - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
  - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
  - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
  - 3.5 The Applicant has the legal capacity to enter into the Contract
  - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
  - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.





- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client , as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
  - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.



## B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
  - (b) Form 3B: CV of the Applicant; and
  - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

## C. Evaluation of Applications

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





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

Criteria	Points
• Educational Qualification	25 points
• Relevant Working Experience and its adequacy for the assignment	65 points
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	10 points
<b>Total points:</b>	<b>95 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70]* shall be considered disqualified.

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

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

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

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

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

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

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



9. Application  
Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

## D. Award of Contract

10. Award of  
Contract

- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

11. Debriefing

- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

12. Commencement  
of Services

- 12.1 The applicant is expected to commence the assignment on [.. insert date...] at the location [ insert place..)]. The duration of the contract shall be [.... Months] from the date of commencement.



## Section 2: Terms of Reference

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Terms of Reference (TOR)  
for  
Investigation and Survey Consultant (Surveyor)  
(Time Based Contract)

### 1.0 Background and general descriptions:

Bangladesh Economic Zones Authority (BEZA) launched in 2010 aims to establish economic zones in all potential areas of Bangladesh including backward and underdeveloped regions with a view to trigger rapid economic development through introduction of multi-sectoral industries, diversified employment, massive production and creating export opportunities. BEZA has taken initiative to develop economic zones in different parts of Bangladesh, especially in the backward areas since its establishment. At present various infrastructures development activities are being implemented in various EZs and huge development initiatives will be taken soon. There is a need for an individual Consultant in the position of “**Investigation and Survey Consultant (Surveyor)**”.

In this purpose, BEZA has allocated some fund from its own resources and intends to recruit an individual consultant for the position of “**Investigation and Survey Consultant (Surveyor)**” for 2 (two) years.

### 2.0 Objective of the services

The objective of this assignment is to ensure quality outputs related to surveying issues for establishing economic zones that supports policy decision making process and implementation.

### 3. Scope of the services

The Surveyor needs to perform the following duties/services:

- Prepare and maintain sketches, maps, reports, and legal descriptions of surveys to describe, certify, and assume liability for work performed;



- Verify the accuracy of survey data, including measurements and calculations conducted at survey sites;
- Direct or conduct surveys to establish legal boundaries for properties, based on legal deeds and titles;
- Record the results of surveys, including the shape, contour, location, elevation, and dimensions of land or land features;
- Calculate heights, depths, relative positions, property lines, and other characteristics of terrain;
- Prepare or supervise preparation of all data, charts, plots, maps, records, and documents related to surveys;
- Write descriptions of property boundary surveys for use in deeds, leases, or other legal documents;
- Plan and conduct ground surveys designed to establish baselines, elevations, and other geodetic measurements;
- Search legal records, survey records, and land titles to obtain information about property boundaries in areas to be surveyed;
- Coordinate findings with the work of engineering and architectural personnel, clients, and others concerned with projects;
- Adjust surveying instruments to maintain their accuracy and establish fixed points for use in making maps, using geodetic and engineering instruments;
- Determine longitudes and latitudes of important features and boundaries in survey areas, using theodolites, transits, levels, and satellite-based global positioning systems (GPS);
- Train assistants and helpers and direct their work in such activities as performing surveys or drafting maps;
- Analyze survey objectives and specifications to prepare survey proposals or to direct others in survey proposal preparation;
- Compute geodetic measurements and interpret survey data to determine positions, shapes, and elevations of geomorphic and topographic features;
- Develop criteria for the design and modification of survey instruments;
- Direct aerial surveys of specified geographical areas;
- Determine specifications for photographic equipment to be used for aerial photography, as well as altitudes from which to photograph terrain; and
- Any other relevant works as required by the Authority.

#### **4.0 Academic qualifications and experiences**

The required educational qualifications and experiences of the consultant are-

- Diploma in Civil Engineering/ Survey Technology from any reputed institution;





- At least 5 (five) years working experience relevant to land Surveying including experiences to the strong knowledge of planning standards in Bangladesh and in other countries;
- Additional experiences are:
  - To operate digital survey machine.
  - Proven experience in operating RTK GPS machine/Theodolite, other GPS Machines, level machine, Total Station and AutoCAD, Micro soft Excel etc.
  - Experiences in cartography, projections, datum, coordinate systems, database principles and design, topographic surveying techniques and processing GNSS data.
  - Knowledge of basic surveying knowledge and guild lines.
- Having working experience in EPZ/EZ and relevant organizations; and
- Software skill in relevant areas.

#### **5.0 Duration of assignment**

**Duration of employment:** Initial contract for 24 (twenty-four) months and annually renewable based on satisfactory performance.

**Number of Positions:** 1 (one).

**Workplace:** BEZA's different EZ Sites as desire of Authority (e.g., Mirsarai Economic Zone).

**Commencement of services:** 1<sup>st</sup> October 2023 (Indicative)

#### **6.0 Counterpart support (to be provided by the Client):**

BEZA will provide institutional support where necessary. No supporting staff is available for this position. The incumbent should have the necessary computer skill to furnish the jobs/assignments with his/her own laptop. The office accommodation will be available in the working station of BEZA's premises, and no transport/vehicle is provided for come/go to office.



## **7.0 Reporting requirement:**

There are no specific reporting requirements from the consultant. The Consultant shall be responsible to the concerned officials in close consultation with the General Manager (Planning and Development). The Consultant shall assist BEZA to ensure timely completion of all survey activities in accordance with the guidelines and authority's requirements from time to time.

## **8.0 Payments:**

All remuneration and fees will be paid monthly. The payment will be made in BDT. It is noted that all leaves and absences will be managed under existing government Rules and Regulations.

## **9.0 Institutional arrangements**

The consultant must work closely with the concerned officials under the supervision of General Manager (Planning & Development) of BEZA. The consultant would be responsible for anticipating the potential issues on quality survey in close consultation with the authority and must report to concerned Manager(s)/Project Director(s).

## **10.0 Others**

The working hours of the consultant will be the same as the govt. office. The consultant shall spend extra hours beyond the govt. office working hours to meet the urgent deadlines. The consultant shall also perform field trips at different stages of Planning, Surveying, Designing and Construction of Infrastructure.

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### **Section 3. Application Forms**

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable



# Form 3A. Application Submission

[Location: dd/mm/yy]

To:

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

-----  
[Address of Client]  
-----

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:





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

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



11 WORK UNDERTAKEN THAT BEST  
ILLUSTRATES THE CAPABILITY TO  
HANDLE THIS ASSIGNMENT

*[give an outline of experience and training most pertinent to  
tasks on this assignment, with degree of responsibility  
held. Use about half of a page A4].*

12 COMPUTER SKILL

#### CERTIFICATION

*[Do not amend this Certification].*

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

Signature

Print name

Date of Signing

dd / mm / yyyy






## Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1**.

**(1) Remuneration**

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

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

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

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

CONTRACT CEILING (1) + (2)	
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## Section 4. Contract Forms

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





## 4.1 Contract Agreement (Time-based)

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### General

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





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

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

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

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

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

- |                                 |  |
|---------------------------------|--|
| 4. Applicable Law               | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh   |
| 5. Governing Language           | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.  |
| 6. Modification of Contract     | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.   |
| 7. Ownership of Material        | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.<br><br>7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.   |
| 9. Contractual Ethics           | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.   |





## Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [ delete those inappropriate ]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.





13. Payment  
Conditions

13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.

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

13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.

13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.

13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

### **Obligations of the Consultant**

14. Medical  
Arrangements

14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.

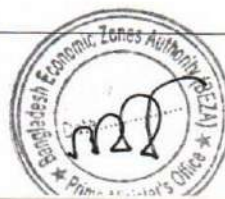
15. Working Hours  
and Leave

15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.

15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.

16. Performance  
Standard

16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.





- |  |   |
|--|---|
| 17. Contract Administration                            | <p><b>17.1 Client's Representative</b></p> <p>The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> <p><b>17.2 Timesheets</b></p> <p>The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.</p>                                   |
| 18. Confidentiality                                    | <p><b>18.1</b> The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.</p>   |
| 19. Consultant's Liabilities                           | <p><b>19.1</b> The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.</p> <p><b>19.2</b> The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.</p> |
| 20. Consultant not to be Engaged in Certain Activities | <p><b>20.1</b> The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.</p>  |

## **Obligations of the Client**

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

## **Termination and Settlement of Disputes**

- |                        |  |
|------------------------|--|
| 22. Termination        | <p><b>22.1 By the Client</b></p> <p>The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.</p> <p><b>22.2 By the Consultant</b></p> <p>The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.</p> |
| 23. Dispute Resolution | <p><b>23.1 Amicable Settlement</b></p> <p>The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>   |



### 23.2 Arbitration

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations





## ANNEX A: Description of the Services

*[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided , (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).*

*[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.*

1. *The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
2. *Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*

*(a) Address of the Client:  
(With phone number, Fax number & e-mail)*

*(b) Address of the Client:  
(With phone number, Fax number & e-mail)*

3. *Logistics and facilities to be provided to the Consultant by the Client are listed below:*
  - *Office space with furniture including file cabinet and electric connection;*
  - *Office Assistant(s)/Support staff;*
  - *Office equipment like computer, printer etc;*
  - *Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.*
  - *Any other facilities agreed by both Client & the Consultant.*



## ANNEX B: Cost estimates of Services and Schedule of Rates

### (A) Remuneration

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

### (B) Reimbursable

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

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





**ANNEX C: Consultant's Reporting Obligations**  
(Sample Format)

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

