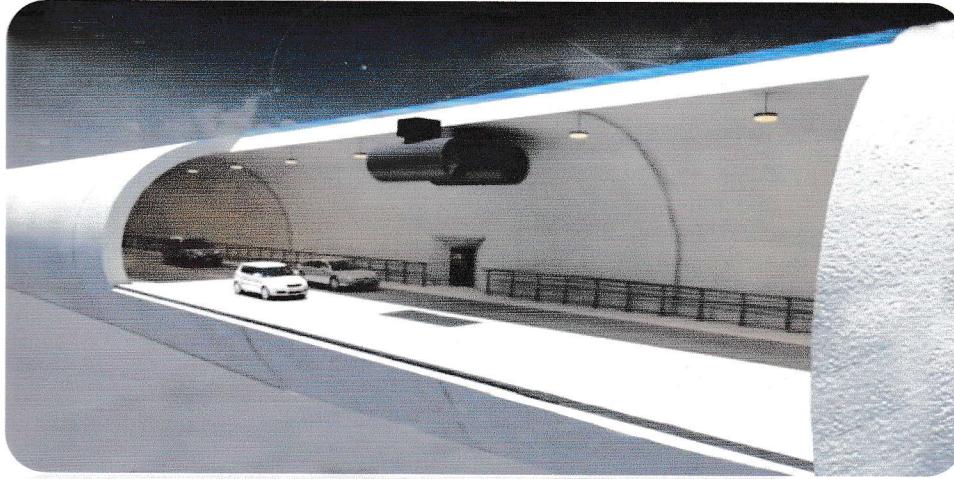




Government of the People's Republic of Bangladesh
Ministry of Road Transport and Bridges
Bangladesh Bridge Authority



Contract Agreement

BETWEEN

Karnaphuli Tunnel Project
5th Floor, Setu Bhaban, banani, Dhaka-1212

And

Impress Telefilm Limited
40, Shahid Tajuddin Ahmed Sarani,
Tejgaon I/A, Dhaka-1208

Consultancy Services for

**Preparing a Comprehensive Audio Visual Documentation on Construction
of Multi-Lane Road Tunnel Under the River Karnaphuli**

October, 2020

Government of the People's Republic of Bangladesh
Ministry of Road Transport and Bridges
Bangladesh Bridge Authority
Multi-Lane Karnaphuli Tunnel Project
Setu Bhaban, Banani, Dhaka-1212
www.bba.gov.bd

Commencement Letter

Date: 11/10/2020

Memo No: 50.01.0000.601.07.056.2018- 775

To

Mr. Ebne Hasan khan
Director,Sales and Marketing
Impress Telefilm Limited, Channel-i
40, Shahid Tajuddin Ahmed Sarani, Tejgaon I/A
Dhaka-1208,

Subject: Consultancy Services for "Preparing a Comprehensive Audio-Visual Documentation on Construction of Multi-Lane Road Tunnel Under the River Karnaphuli".

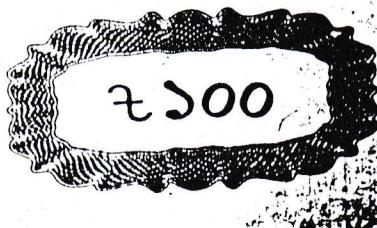
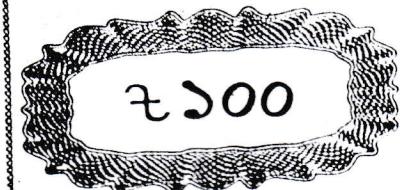
Under the above subject and reference of this office memo no 50.01.0000.601.07.056.2018-740 date 27 September 2020, final negotiation and subsequent signing of the Contract Agreement between the Multi-Lane Road Tunnel Under the River Karnaphuli, BBA and Impress Telefilm Limited on 08 October 2020 for "Preparing a Comprehensive Audio-Visual Documentation on Construction of Multi-Lane Road Tunnel Under the River Karnaphuli", you are hereby requested to commence your services in accordance with the Clause no 18.1, 19.1 and 20.1 of the Particular conditions of contract of the Contract Agreement.

S/..... 11.10.2020
(Md. Harunur Rashid Chowdhury)
Project Director
Karnaphuli Tunnel Project
5th floor, Setu Bhaban, Banani, Dhaka.
Phone: 880-2-55040341

Copy

1. Director (P&D/ Admin/ E&A/Chief Engineer), BBA, Dhaka.
2. Deputy project Director (Tunnel/ Approach road / Admin), Karnaphuli Tunnel Project, BBA.
3. PS to H'ble Secretary, Bridge Division, Ministry of Road Transport and Bridges. For the kind information of Honorable Secretary.
4. Mr. Gavin Strid, Project Manager, Design Review and Supervision Consultant, SMEC COWI JV and Associates , Dhaka.
5. Mr. Pang Ming, CCCC Ltd., House # 13A, Road # 99, Gulshan-02, Dhaka-1212
6. Office Copy

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



একশত টাকা

ক ৯৬০২৭১০

Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made on the 08th day of the month of October 2020, between, on the one hand, Multi-Lane Road Tunnel Under The River Karnaphuli, BBA (hereinafter called the "Client") and, on the other hand, Impress Telefilm Limited (hereinafter called the "Consultant") for "Preparing a Comprehensive Audio Visual Documentation on Construction of Multi-Lane Road Tunnel Under The River Karnaphuli"

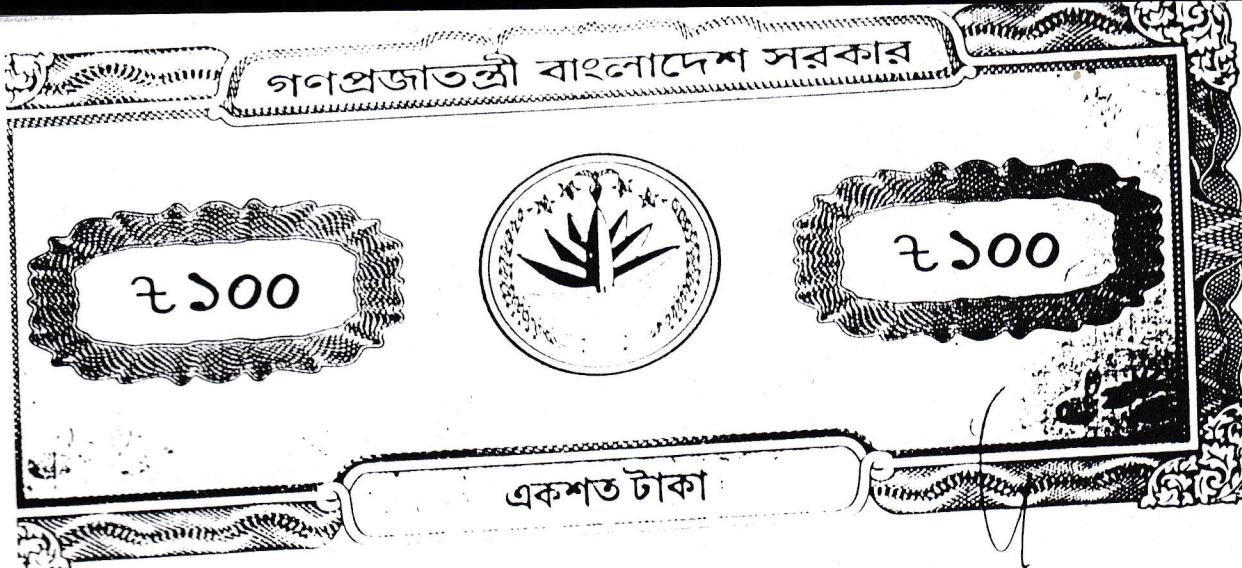
WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
(b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
- The Form of Contract;
 - The Particular Conditions of Contract (PCC);
 - The General Conditions of Contract (GCC);
 - Minutes of the Contract Negotiations with Impress Telefilm Limited.

"দেশপ্রেরণ শপথ নিম্নোক্ত বিদ্যমান দিন"



ক ৯৬০২৭১০

Contract Agreement

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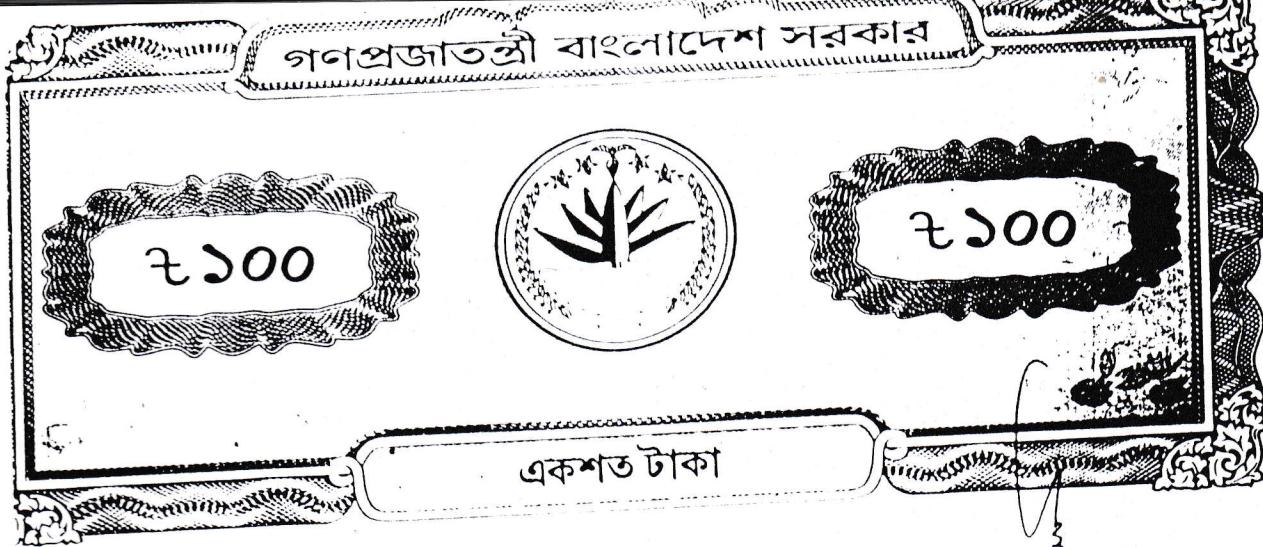
WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

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- (a) The Form of Contract;
 - (b) The Particular Conditions of Contract (PCC);
 - (c) The General Conditions of Contract (GCC);
 - (d) Minutes of the Contract Negotiations with Impress Telefilm Limited.

"দেশপ্রেরণ শপথ নিম্ন, মুনীভিকে বিদ্যমান"



ঃ ১৯৮২৭১১

(e) The Appendices (1 to 7)

Appendix 1: Description of the Services

Appendix 2: Reporting Requirements

Appendix 3: Key Personnel and Sub Consultants

Appendix 4: Services and Facilities to be provided by the Client

Appendix 5: Cost Estimates

Appendix 6: Form of Bank Guarantee for Advance Payment

Appendix 7: RFP Document

2. The contract price for Preparing a Comprehensive Audio Visual Documentation on Construction of Multi-Lane Road Tunnel Under the River Karnaphuli, as negotiated and accepted, is BDT 125,06,923.00 (Bangladeshi Taka One Crore Twenty Five Lacs Six Thousand Nine Hundred Twenty Three Only) excluding VAT & AIT.

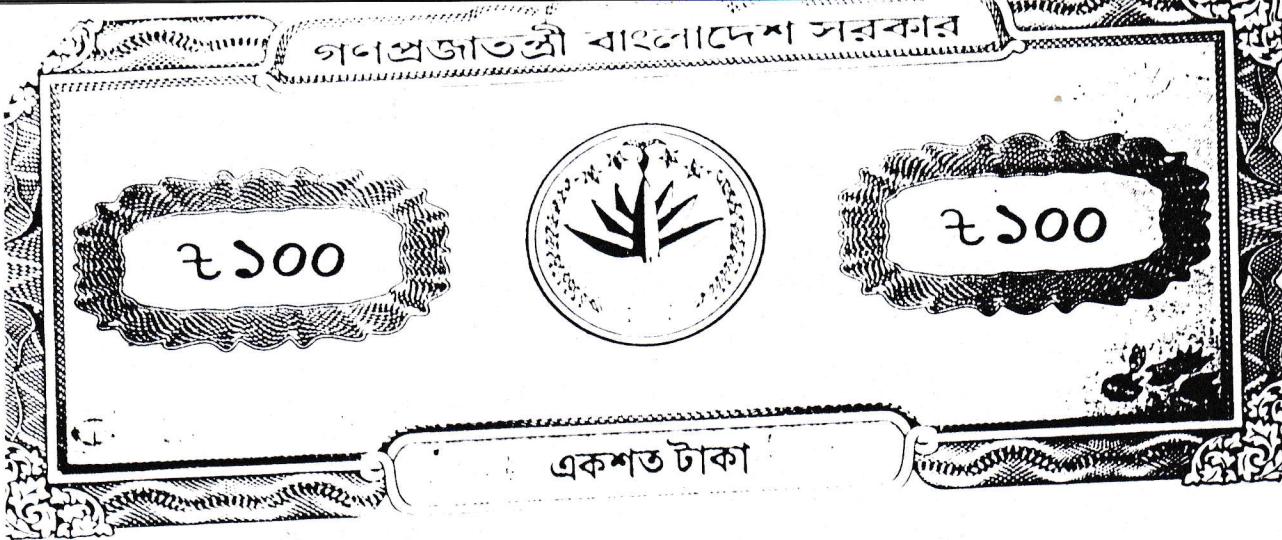
The Contract Price including VAT (g) 15% and AIT (g) 12% works out to BDT 158,83,792.21 (Bangladeshi Taka One Crore Fifty Eight Lac Eighty Three Thousand Seven Hundred Ninety Two Taka and Twenty One Paisa Only).

In future if there is any changes in the VAT & AIT (increase or decrease), Karnaphuli Tunnel Project will adjust the money from its own budget.

3. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

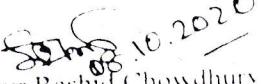
“দেশপ্রেমের শপথ নিন, দুর্লভিত্বে বিদায় দিন”



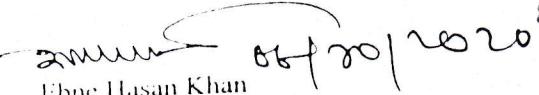
ঘর ১৯৮২৭১২

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

For and on behalf of Karnaphuli Tunnel Project, BBA

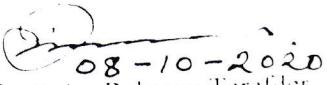

Md. Harunur Rashid Chowdhury
Project Director
Karnaphuli Tunnel Project
Bangladesh Bridge Authority
5th floor, Setu Bhavan, Banani, Dhaka

For and on behalf of
Impress Telefilm Ltd.

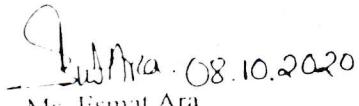

Ebne Hasan Khan
Director, Sales and Marketing
Impress Telefilm Limited
40, Shahid Tajuddin Ahmed Sarani,
Tejgaon I/A, Dhaka-1208

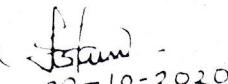
Witness:

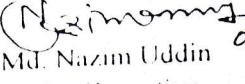
For and on behalf of Karnaphuli Tunnel Project, BBA


Md. Abdur Rahman Tarafder
Deputy Director (Admin)
Karnaphuli Tunnel Project
Bangladesh Bridge Authority
Ministry of Road Transport and Bridge

For and on behalf of Impress
Telefilm Ltd.


Ms. Esmat Ara
Executive Producer
Impress Telefilm Limited,
Channel i


Md. Nazrul Islam
Assistant Engineer
Karnaphuli Tunnel Project
Bangladesh Bridge Authority
Ministry of Road Transport and Bridge


Md. Nazim Uddin 08.10.2020
Senior Executive
(Brand and Communications)
Impress Telefilm Limited,
Channel i

“সেশনের প্রথম দিন, মুন্ডিতকে ১৫দিন”

Section 4.Particular Conditions of Contract

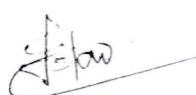
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b)	RFP IDENTIFICATION NO: 50.01.0000.601.07.056.18-917 , Date: 06 /10/2019
1.1 (e)	<p>The Client is The Project Director, Multi-Lane Road Tunnel Under the River Karnaphuli Project, Bangladesh Bridge Authority, (BBA) 5th Floor, Setu Bhaban, New Airport Road, Banani, Dhaka-1212</p> <p>The Consultant is Impress Telefilm Limited Address: 40, Shahid Tajuddin Ahmed Sarani Tejgaon I/A, Dhaka-1208</p>
GCC 2.1	<p>The assignment is to be completed in the following phases: None</p>
GCC 3.1	<p>The Client's addresses for the purpose of Communications and Notices under this Contract is :</p> <p>Contact Person :Project Director Address : Karnaphuli Tunnel Project, , Bangladesh Bridge Authority, (BBA) 5th Floor Setu Bhaban, New Airport Road, Banani, Dhaka-1212 Tel:88-02-55040341 E-mail: pd.ktp.bba@gmail.com</p> <p>The Consultant's addresses for the purpose of Communications and Notices under this Contract is :</p> <p>Contact Person : Mr. Ebne Hasan Khan Address: 40, Shahid Tajuddin Ahmed Sarani Tejgaon I/A, Dhaka-1208</p>

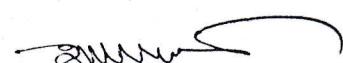
Tel: 88-02-8891160-65, Cell +8801711538643

e-mail address: hasan@channeli.com.bd

GCC 6.1(e)	The following additional documents shall form the part of the Contract: Minutes of the Contract negotiation meeting.
GCC 8.1	Non-eligible countries are ISRAEL
GCC 11.1	The Member-in-Charge is: <i>Not Applicable</i>
GCC 12.1	The Authorized Representatives are: For the Client: Project Director, Karnaphuli Tunnel Project, Bangladesh Bridge Authority, 5 th Floor, Setu Bhaban, New Airport Road, Banani, Dhaka-1212 For the Consultant: Mr. Ebne Hasan Khan Director, Sales and Marketing Impress Telefilm Limited
GCC 17.1	The conditions for effectiveness of the Contract are the following: None
GCC 18.1	The effective date of Contract shall be 15 days after the Client's notice to the Consultants issuing notice to commence their services.
GCC 19.1	The Contract period shall be 42 months after the Effective Date of the Contract unless terminated earlier pursuant to GCC clauses 60 to 63.
GCC 20.1	The Contract shall expire at the end of 42 months after the Effective Date of the Contract.
GCC 32.4(a)	The Consultant is notified of such actions, claims, losses or damages not later than 3 (three) months after conclusion of the Services.
GCC 32.4(b)	The ceiling on Consultant's liability shall be limited Contract Price.
GCC 33.1(a)	The risks and the coverage shall be as follows: (a) Third Party liability insurance, with a minimum coverage of BDT 10 Lacs (b) Professional Liability insurance, with a minimum coverage equivalent to contract price. (c) Employer's Liability and Workers' Compensation insurance in respect of

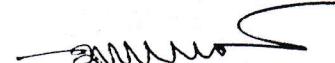
	<p>the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to any documents prepared by the Consultant in the performance of the Services.</p>
GCC 35.1(e)	The other actions that shall require Client's approval are: None
GCC 37.3	The other restrictions about future use of documents and software are; "The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client."
GCC 39.1(d)	Assistance for carrying out the Services to be provided by the Client are Related document Audio-Video, Photographs, Documents etc. done by the Project Consultant, Construction contractor and BBA till date.
GCC 45.1	<p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : Impress Telefilm Limited</p> <p>Name of the Bank : IFIC Bank Limited</p> <p>Name of the Branch : Shantinagar</p> <p>Account Number : 1007-127750-001</p> <p>Address : 23, Shantinagar Chamelybag, Dhaka-1217</p> <p>Tel : 02-8317839, 02-831828</p> <p>Fax : 02-9353759</p> <p>e-mail address :</p> <p><i>[information furnished by the Consultant shall be substantiated by the concerned Bank and authenticated by the Client]</i></p>
GCC 47.1	<p>The contract price for Preparing a Comprehensive Audio Visual Documentation on Construction of Multi-Lane Road Tunnel Under the River Karnaphuli, as negotiated and accepted, is BDT 125,06,923.00 (Bangladeshi Taka One Crore Twenty Five Lacs Six Thousand Nine Hundred Twenty Three Only) excluding VAT & AIT. The Contract Price including VAT @ 15% and AIT @ 12% works out to BDT 158,83,792.21 (Bangladeshi Taka One Crore Fifty Eight Lacs Eighty Three Thousand Seven Hundred Ninety Two Taka and Twenty One Paisa Only).</p> <p>In future if there is any changes in VAT & AIT (increase or decrease), The Karnaphuli Tunnel Project will adjust the money from its own budget.</p>





GCC 50.1	Advance Payment: 10% of the Negotiated Contract Price (including AIT and VAT) as mobilization payment in Bangladeshi Taka, within 30 days after signing the Contract. The mobilization payment shall be made against an irrevocable bank guarantee valid for two years from the date of signing of the Contract; The payment to the Consultant shall be made after deducting applicable VAT and AIT
GCC 50.2	Not applicable
GCC 51.1	<p>The payment shall be made as per the following schedule:</p> <ul style="list-style-type: none"> I. 10% on mobilization, as stated under 50.1 above II. 70% on submission of initial and each quarterly submissions/deliverables in equal instalments. III. Remaining 20% after submission and approval by the Employer of the final deliverables <p>VAT and AIT will be deducted from all payments as per Govt. Prevailing law.</p>
GCC 51.3	Not applicable
GCC 71.2(b)	The place of Arbitration is: Dhaka.





Section 3.General Conditions of Contract

A. General

1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
 - (b) **Client/Procuring Entity** is the party named in the PCC who engages the Consultant to perform the Services.
 - (c) **Completion** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Client, in accordance with GCC Clause 55.1.
 - (e) **Consultant** is a person who has been short-listed to submit a Proposal for providing intellectual and professional services duly accepted by the Client; named as such in the PCC and the Contract Agreement.
 - (f) **Contract Agreement** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (g) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.
 - (h) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 47.1.
 - (i) **Day** means calendar day unless otherwise specified as working days.
 - (j) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 18.1.
 - (k) **GCC** mean the General Conditions of Contract.
 - (l) **Government** means the Government of the People's Republic of Bangladesh.
 - (m) "**Head of the Procuring Entity**" means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;
 - (n) **Intended Completion Date** is the date on which it is intended that the



Consultant shall complete the Services as specified in the GCC Sub Clause 20.1

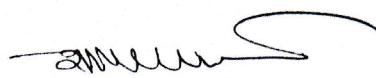
- (o) **Member** means in case where the Consultant consists of a joint venture, consortium or association any of the entities that make up the joint venture; and “**Members**” means all these entities.
- (p) **Month** means calendar month
- (q) **Party** means the Client or the Consultant, as the case may be, and “**Parties**” means both of them. Third party means any party other than Client and Consultant.
- (r) **Personnel** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and “Key Staff/Personnel” means the Personnel referred to in GCC Sub Clause 23.1.
- (s) **Reimbursable expenses** mean all assignment-related costs other than Consultant’s remuneration.
- (t) **Remuneration** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- (v) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendices 1 to 6** of the Contract Agreement.
- (w) **Sub-Consultant** means any person or entity to whom/which part of the Services is sub-consulted.
- (x) **Third Party** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (y) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Phased Completion

- 2.1 If phased completion is specified in the **PCC**, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

3. Communications and Notices

- 3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the **PCC**.
- 3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 3.3 A Party may change its address for notice hereunder by giving the other



- Party notice of such change to the address.
4. Governing 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 Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or **Bangla**. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
- 5.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Documents Forming the Contract in Order of Precedence
- 6.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the Contract Agreement;
 - (b) the Particular Conditions of Contract (PCC);
 - (c) the General Conditions of Contract (GCC);
 - (d) the Appendix 1 to 6; and
 - (e) any other document as specified in the PCC forming part of the Contract.
7. Assignment
- 7.1 Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.
8. Eligible Services
- 8.1 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.
9. Contractual Ethics
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.
9. Joint Venture (JV)
- 10.1 If the Consultant is a Joint Venture (JV);
- (a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Client for performance of the Contract;
 - (b) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received;

provided that if the other partners of the JV subsequently become available before the legal action has been completed, the Client shall have the right to take action against those other partners of that JV as well.

- (c) the composition or constitution and legal status of the JV shall not be altered without the prior approval of the Client;
- (d) alteration of partners, **except the Leading partner**, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall performance of the Service, whereby the incoming partner shall require to possess qualifications higher than that of the outgoing partner;
- (e) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices and, while in case, the **Leading partner** is found incompetent or has been debarred due to the same reasons stated herein, the Contract shall be terminated pursuant to GCC Sub Clause 60.2.

11. Authority of Member in Charge

- 11.1 In case the Consultant is a Joint Venture, the JV partners shall nominate the **Leading Partner** as **REPRESENTATIVE**, as specified in the PCC, being entrusted with the Contract administration and management at assignment location, as stated under GCC Sub Clause 14, who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV.

12. Authorized Representatives

- 12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials as specified in the PCC.

13. Relation between the Parties

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

14. Location

- 14.1 The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.

15. Taxes

- 15.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, unless otherwise exempted by the Government.

16. **Corrupt,
Fraudulent,
Collusive or
Coercive
Practices**

- 16.1 The Government requires that the Client, as well as the Consultant shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
- 16.2 The Government requires that Client, as well as the Consultant shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2 (b).
- 16.3 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:
- (a) "**corrupt practice**" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the 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 actor decision or method followed by the Client in connection with a procurement proceeding or Contract execution;
 - (b) "**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;
 - (c) "**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 Proposals submitted or fix Proposal Prices at artificial, non-competitive levels, thereby denying the Client the benefits of competitive price arising from genuine and open competition;
 - (d) "**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 procurement proceedings.
- 16.4 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client concerned.

[Signature]

[Signature]

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related to matters of alleged fraud or corruption shall be in writing.

- 16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the Consultant alleged to have carried out such practices, the Client will :
- (a) exclude the Consultant from further participation in the particular Procurement proceeding; or
 - (b) declare, at its discretion, the Consultant to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.
- 16.6 The Consultant shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

B .Commencement, Completion and Modification

17. Effectiveness of Contract

- 17.1 The Contract shall come into force and effect on the date, called the "Effective Date", of the Client's notice to the Consultant instructing the Consultant to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the PCC have been met.

18. Effective Date

- 18.1 The date the Contract comes into effect shall be as specified in the PCC.

- 18.2 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

19. Commencement of Services

- 19.1 The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.

20. Expiration of the Contract

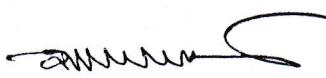
- 20.1 Unless terminated earlier pursuant to GCC Clauses 60 to 63, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.

21. Modifications or Variations

- 21.1 The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.

- 21.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.

- 21.3 The Consultant shall submit to the Client an estimate for the proposed



- change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 21.2. The estimate shall comprise the following:
- (a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
 - (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
 - (c) a detail costing covering the total amount of the Variation Orders; and
 - (d) a proposed revision of the schedule of payments as approved, if required.

21.4 Variation Orders, as stated under GCC Sub Clause 21.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof.

21.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Clause 21, the breakdown of the lump-sum price provided in **Forms 5B3 and 5B4** shall be the basis.

C. Consultant's Personnel and Sub-Consultants

22. General

22.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services under the Contract.

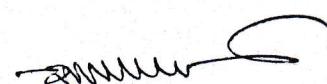
23. Description of Personnel

23.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in **Appendix 3**, to the Contract.

23.2 The periods of engagement of Key Personnel set forth in **Appendix 3** may be increased by agreement in writing between the Client and the Consultant, if additional work is required beyond the Scope of the Services specified in **Appendix 1** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 44.2 of this Contract, this will follow procedures as stated under GCC Clause 21, including prior review where necessary.

24. Approval of Personnel

24.1 The Client approves the Key Personnel and Sub Consultants listed by title as well as by name in **Appendix 3** to the Contract. In respect of other Personnel that the Consultant proposes to use in carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).



25. Removal and/or Replacement of Personnel

- 25.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Client, including prior review where necessary.

- ## 25.2 If the Client

- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
 - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel;

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement, a person with qualifications and experience, as stated under GCC Sub Clause 25.1, acceptable to the Client.

- 25.3 Any of the Personnel provided as a replacement under GCC Sub-Clause 25.1 and 25.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree;

- (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 25.4 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the allocated duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services by itself.

D. Obligations of the Consultant

26. Standard of Performance

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

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- Third Parties.
- 27. Conflict of Interests**
- 27.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 28. Consultant Not to Benefit from Commissions Discounts etc.**
- 28.1 The remuneration of the Consultant as stated under GCC Clause 44, 45 and 46 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 29.1 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 28.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- 29. Consultant and Affiliates not to Engage in Certain Activities**
- 29.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services .
- 30. Prohibition of Conflicting Activities**
- 30.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
- 31. Confidentiality**
- 31.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- [For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]*
- 32. Liability of the**
- 32.1 The Consultant, in lieu of furnishing any Performance Security, shall be liable to and required to indemnify, the Client as stated under GCC

Consultant

Sub Clause 32.2 thru 32.6 inclusive for due performance of the Contract.

32.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:

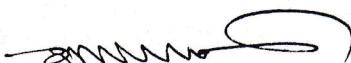
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
- (b) plagiarism or alleged plagiarism by the Consultant.

32.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

32.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 26 provided:

- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;
- (b) that the ceiling on the Consultant's liability under GCC Clause 26 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- (c) that the Consultant's liability under GCC Clause 26 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

32.5 In addition to any liability the Consultant may have under GCC Clause 26, the Consultant, at their own cost and expense, upon request of Client, shall re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 26.



32.6 Notwithstanding the provisions of GCC Sub Clause 32.4(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or
- (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

33.1

The Consultant

33. Insurance to be taken out by the Consultant

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the PCC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

34. Accounting, Inspection and Auditing

34.1

The Consultant shall

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;

and

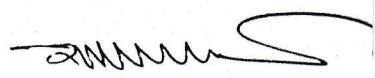
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

34.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

35. Consultant's Actions Requiring Client's Prior Approval

35.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;
- (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and

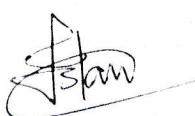


- (c) any other action that may be specified in the **PCC**.
- 35.2 Notwithstanding any approval under GCC Sub Clause 35.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its Personnel and retain full responsibility for the Services.
- 36. Reporting Obligations**
- 36.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.
- 37. Proprietary Rights on Documents Prepared by the Consultant**
- 37.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
- 37.2 The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.
- 37.3 Other restrictions, if any, about the future use of these documents and software, if any, shall be as specified in the **PCC**.
- 38. Proprietary Rights on Equipment and Materials Furnished by the Client.**
- 38.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
- 38.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
- 38.3 During the possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- E. Obligations of the Client**
- 39. Assistance and Exemptions**
- 39.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the

- prompt and effective implementation of the Services;
- (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the Services; and
 - (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the PCC.
- 40. Access to Land** 40.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultant or the Personnel of either of them.
- 41. Change in the Applicable Law Related to Taxes** 41.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 44.2.
- 42. Services and Facilities**
- 42.1 The Client shall make available to the Consultant, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix 4** to the Contract at the times and in the manner specified.
 - 42.2 In case that such services and facilities shall not be made available to the Consultant as specified in **Appendix 4**, the Parties shall agree on:
 - (a) any time extension that may be appropriate to grant to the Consultant for the performance of the Services;
 - (b) the manner in which the Consultant shall procure any such services and facilities from other sources, and
 - (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 48.1.

F. Payments to the Consultants

- 43. Payment** 43.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as stated under GCC Clauses 44 to 53.
- 44. Cost Estimate of Services:** 44.1 An estimate of the cost of the Services is set forth in **Appendix 5** to the contract.





Ceiling Amount	44.2 Except as may be otherwise agreed under GCC Clause 21 and subject to GCC SubClause 48.1, payments under this Contract shall not exceed the ceiling as specified in the GCC Sub Clause 47.1.
	44.3 Notwithstanding GCC Sub Clause 44.2, if pursuant to any of the GCC Clauses 41 or 42, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 44.1 above, the ceiling set forth in GCC Sub Clause 44.2 above shall be increased by the amount of any such additional payments.
45. Payments: General	45.1 Payments due to the Consultant in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Consultant specified in the PCC , nominated by the Consultant in the currency specified in the Contract.
	45.2 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
46. Lump-Sum Payment	46.1 The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix 1 .
47. Contract Price	47.1 The Contract Price is set forth in the PCC .
48. Payment for Additional Services	48.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 21.
49. Modes of Billing and Payment	49.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 50, 51 and 53.
50. Advance Payment	50.1 If so specified in the PCC , an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the PCC . The Advance Payment shall be made against the provision of a Bank Guarantee by the Consultant which shall: <ul style="list-style-type: none"> (a) remain effective until the Advance Payment has been fully amortized as specified in the PCC; and (b) be in the format, without any alteration, as shown in Appendix 6. 50.2 Advance Payments shall be amortized by the Client in the manner as specified in the PCC until fully offset.
51. Interim	51.1 Payment will be made according to the payment schedule as specified in

Payments

the PCC subject to the provision of Advance Payment stated in GCC Clause 50. Any other payment shall also be made after the conditions as specified in the PCC for such payment have been met, and the Consultant has submitted an invoice not later than fifteen (15) days after that condition met, to the Client specifying the amount due.

51.2 The Client shall pay the Consultant within thirty (30) days after the receipt by the Client, of the invoices.

51.3 If the Client has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

52. Amendment to Contract

52.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract Price and any other changes duly approved under the Conditions of the Contract.

52.2 The Client shall amend the Contract, incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and, introduced to the original terms and conditions of the Contract, including prior review where necessary.

53. Final Payment

53.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

54. Suspension of Payments

54.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a) shall specify the nature of the failure, and

(b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

F. Time Control

55. Completion of Services 55.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant and, as updated with the approval of the Client, and complete them in all respects by the Intended Completion Date, as specified in the GCC Sub Clause 20.1.
56. Early Warning 56.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
57. Extension of the Intended Completion Date 57.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant, including prior review where necessary, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
58. Progress Meetings 58.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 58.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

G. Good Faith and Fairness

59. Good Faith and Fairness 59.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 59.2 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in

accordance with GCC Clause 71.2.

H. Termination and Settlement of Disputes

60. Termination for Default

- 60.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than twenty-eight (28) days' written notice of termination to the other party.
- 60.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 54, within twenty-eight (28) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
 - (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC SubClause 71.2;
 - (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC SubClause 71.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
 - (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

61. Termination for Insolvency

- 61.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:
- (a) the Client becomes bankrupt or otherwise insolvent;
 - (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or



		(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
62. Termination for Convenience	62.1	The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
63. Termination because of Force Majeure	63.1	The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
64. Force Majeure	64.1	For the purposes of this Contract, " Force Majeure " means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
	64.2	Force Majeure shall not include any:
	(a)	event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or
	(b)	event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
	64.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
	64.4	The Head of the Procuring Entity decides the existence of a Force Majeure that will be the basis for measures to be taken by either Party, as stated under GCC Sub Clause 66.1.
65. No Breach of Contract	65.1	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that





auditing of their accounts and records set forth in *id.*

		the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
66. Measures to be Taken on Force Majeure	66.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	66.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	66.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	66.4	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
67. Cessation of Rights and Obligations	67.1	Upon termination of the Contract pursuant to GCC Clause 60 to 63, or upon expiration of this Contract pursuant to GCC Clause 20, all rights and obligations of the Parties hereunder shall cease, except
		<ul style="list-style-type: none"> (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality set forth in GCC Clause 31; (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 34; and (d) any right which a Party may have under the Applicable Law.
68. Cessation of Services	68.1	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 60 to 63, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a

- minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 37 and or 38.
- 69. Payment upon Termination**
- 69.1 Upon termination of this Contract pursuant to GCC Clause to 60 to 63, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to GCC Clause 44 to 53 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to GCC Sub Clause 60.2 (a), (b), & (c) and GCC Sub Clause 61.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
- 70. Disputes about Events of Termination**
- 70.1 If either Party disputes whether an event specified in GCC Clause 60, 61 or 62 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Sub Clause 71.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 70.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 71.
- 71. Settlement of Disputes**
- 71.1 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.
- 71.2 Arbitration
- (a) If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.
 - (b) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the PCC.
 - (c) Notwithstanding any reference to arbitration herein

- minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 37 and or 38.
- Upon termination of this Contract pursuant to GCC Clause to 60 to 63, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to GCC Clause 44 to 53 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to GCC Sub Clause 60.2 (a), (b), & (c) and GCC Sub Clause 61.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
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- (c) Notwithstanding any reference to arbitration herein

- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
- (ii) the Client shall pay the Consultant any monies due the Consultant

71.3 The expiration of the Intended Completion Date under GCC Sub Clause 55.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Sub Clause 71.1 and 71.2 shall not be deemed a termination of the Contract.



Appendix 1

Description of Services

Terms of Reference (TOR)

For

Preparing a Comprehensive Audio-Visual Documentation on “Construction of Multi-Lane Road Tunnel under the River Karnaphuli”

1. Background

The Karnaphuli River divides the city of Chittagong, the largest port city of Bangladesh, into two parts. One part is confined within the main city and the port, the other part is the area accommodating primarily heavy industries. There are two existing bridges over the Karnaphuli River, falling within the city area, which will become saturated in the coming years. In view of that the area south of Chittagong is also being developed into an energy hub and a deep sea port will be developed near Cox's Bazaar, there was an urgent need for a third crossing across the river to increase the connectivity from Dhaka to the areas south of Chittagong.

Keeping the above perspectives, a third crossing in the form of an underground tunnel at the mouth of the river was conceived. The Project route starts at Kamal Ataturk Avenue and proceeds south eastwards to cross beneath the Karnaphuli River and then runs eastwards to meet the existing road to Cox's Bazaar. The Project will be the catalyst to the opening up of industrial areas south of the Karnaphuli River and provide substantial commercial and economic development of the country along with socio-economic development of the south east region. The project was initiated in the year 2011 with a feasibility study.

The construction of the said Project, titled as “Multi-lane Road Tunnel under the River Karnaphuli at Chittagong”(the “Project”) has been contracted to China Communications Construction Company Ltd. (CCCC – the “Contractor”) by the Bangladesh Bridge Authority (BBA). The construction works commenced on 05 December 2017 with a construction period of five years and two years of Defect Liability thereafter. SMEC-COWI JV in association with OVE ARUP & Partners, ACE Consultants Ltd., Bangladesh, DevConsultants Ltd. Bangladesh and Strategi Consulting Co. Ltd., Bangladesh (the Consultants), are the BBA’s Consultants on the Project. An NGO, Christian Commission for Development in Bangladesh (CCDB), has also been appointed by the BBA to implement the

resettlement action plan and disbursement of resettlement benefits to all project affected households/families.

1.1 Major components of the project:

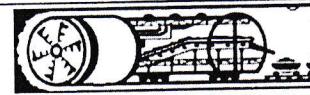
The tunnel and approach roads are split into two distinct sections. One is located on the north-western side of the Karnaphuli River and the other on the southern eastern side of the river. The first is called the western bank section and the second called the eastern bank section.

The Project route has a total length of approximately 9,265 m made up of the following sections:

- approach road on west bank is 550 m long, including a toll plaza which is 400 m long;
- main structure is 3,315 m long (the open section on west bank is 200 m long, buried section on west bank 195 m long, working shaft on west bank 25 m long, shield section 2,450 m long, working shaft on east bank 25 m long, buried section on east bank 230 m long and open section on east bank 190 m long)
- approach road on east bank is 5,350 m long (including the 727 m long viaduct and 400 m long toll plaza). The river where it is crossed by the tunnel is about 1,240 m wide.

The various components of the Project are further elaborated as under:



Construction of Multi-Lane Road Tunnel under the River Karnaphuli, Chittagong		
(Total Length 9,392 m)		
West Bank:		
a) Approach Road	: Construction of new 550 m length road	
b) Open Cut Section	: 200 m long.	
c) Cut & Cover Section	: 195 m long	
d) Working Shaft	: 25 m long	
Shield Tunnel Section		
Setting & Commissioning of TBM	:	
e) Shield Section	: 2450 m	
East Bank:		
f) Working Shaft	: 25 m long	
g) Cut & Cover Section	: 230 m long	
h) Open Cut Section	: 190 m long	
i) Approach Road	: Viaduct 727 m	
	: Toll Plaza 400 m	
	: Road 4400 m	

The work on all the above elements are under different stages of construction. Some of the elements are yet to be started.

The Tunnel is intended to promote economic activity by enhancing transport facilities in the region and will strengthen ties with international communities. The documentation is aimed to keep the people of the country and international community informed about the actions taken by the BBA to ensure that socio-economic, environmental, ecological issues are addressed to acceptable levels during the construction period and ensures prosperity of the people and the nation after the completion of the Project. The documentation will be a permanent record and thus be a part of the world history as a major Tunnel under the River Karnaphuli at the mouth of the river with the Bay of Bengal.





All major & significant aspects and processes of the construction of Multi-Lane Road Tunnel Project (KTP) are, therefore, essential to be recorded and documented systematically & chronologically in the digital video format under this service.

2. Objectives of the Assignment

The main objectives of this assignment is to produce a well-documented history of the project "Multi-lane Road Tunnel under the River Karnaphuli" from its inception till completion (including post-completion) and shall be accessible from multiple sources nationally and internationally for:

- i) the Posterity;
- ii) Reference
- iii) Source history;
- iv) Cross referencing with other tunnels of the world;
- v) A permanent and sequential record of all the activities including engineering and academic aspects leading to its successful completion;
- vi) Preservation of knowledge for the academic world;
- vii) A transparent information source;
- viii) Basis for a "Karnaphuli Tunnel Museum and Archive creation;
- ix) Understanding of socio-economic, ecological and engineering aspects including benefits.

3. Present Documentation Status

At present all the documents of KTP are stored in various formats (hard copies, text files converted to PDF, drawing sheets in PDF and DWG format etc.) by Bangladesh Bridge Authority (BBA), the Contractor (CCCC Ltd.) and the Consultants (SMEC-COWI-JV). Also an animation and photographs of various construction activities completed till date on the Project have been documented by BBA, Contractor and the Consultants; but these are insufficient and not sequentially documented. There is hardly any filming of procedures and proceedings and any documentation in audio-video format of the project and/or of socio-economic, ecological and environmental situation prevailing at Site. Some of the audio-visual documentation captured by the NGO (CCDB) may be available for reference.

4. Scope of Work

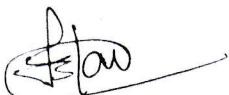
The project has several components as described earlier. In addition, the Contractor will be constructing a Service Area facility for the BBA on the east bank. BBA will also be developing a site on the east bank ("Resettlement area") to rehabilitate the project affected households/families.

Stage	Description	Time
Initial (from inception till date)	To study all reports from the inception of the project to the date, collect various documents (audio-video, animation, photographs and documents etc.) from consultant and contractor and prepare a script for filming the salient features. The existing lives and livelihood of local population (socio-economic aspects) and environmental considerations (ecological) also needs to be recorded.	Within one month from the date of commencement
	Continuous filming and record keeping of activities as progressing. Sub-phased into three months to make documentations manageable and evaluated by the KTP and BBA.	Every Quarter
Post Construction	Record the expectations of the BBA and impact of the lives and livelihood of the local population as well as overall economic/ecological aspects.	One year after completion of the Project or at the end of assignment, whichever is later.

6. Outputs (Deliverables)

The documentary film should be recorded comprehensively, edited and produced professionally both DVD and any other format required by the BBA. Records of all details of engineering activities including texts and diagrams, charts and so on should be incorporated in the documentary.

All deliverable documentaries shall be submitted both in Bangla and English versions (for film/ videos with running sub- title in English or Bangla as necessary) as follows: -





Implementation period: Total duration of the Contract is **42 months** from the date of commencement.

Outputs (Deliverables):

Interim Output: Total 14 Deliverables where last necessary deliverables should be Focused on Socio-Economic and Environmental Assessment. (First initial stage and every Quarter on construction activities).

- i) Edited raw footage of all activities at end of each deliverable highlighting the progress and problem of the works.
- ii) 7-10 minutes documentary Film, for each report / deliverable.
- iii) An A3 size photo album on the major activities duly compiled sequentially on leaf papers in hard bound (three copies).

Final Output (At the ending period of Documentation works):

- i) 15 minutes Documentary Film (for Media)
- ii) 30 minutes (for Mass Consumption)
- iii) 2 hours (for Academic Purpose)
- iv) Master Copy of the Whole Document.

Mode of Payment: The payment shall be made as per the following schedule:

- i) 10% of the Negotiated Contract Price as mobilization payment, within 30 days after signing the Contract. The mobilization payment shall be made against an irrevocable bank guarantee valid for two years from the date of signing of contract;
- ii) 70% of the Negotiated Contract Price will be paid in equal 14 installments after delivering 14 quarterly (Every three months) deliverables within 42 months including the previous and running documentation.
- iii) Remaining 20% of the Negotiated contract price will be paid after submission and approval of the final outputs by the Employer.

VAT and IT will be deducted from all payments as per Govt. prevailing law.

7. Qualification and Experience Requirements

8.1 Qualification and Experiences of the Firm

The firm (media agencies) should have minimum ten (10) years' experience in this field. The firm should possess the equipment or could be made available for its works of documentation and such documentary evidence should be provided.

The firm should have facility to capture and provide 4K movie in varying formats to run on different devices and shall also have IT facilities or ICT section available to prepare texts and pictures for the DVD production. The firm should have a setup of full-fledged filming and editing unit to edit texts, pictures and video recordings.

The firm should have a setup of Team with experts in script writing, filming, editing and graphic design works, etc. who would be able to interpret the construction activities and the work done by the various agencies involved in completion of this Project.

8.2 Qualification and Experiences of the Personnel

There shall be a team of experts in different fields. They may be hired experts on relevant fields and shall be available as and when necessary. The team member's position, their discipline of knowledge, field of specialization and expected input is as follows:

SI No.	Position	Fields of specialization	Man-Months Intermittent input over whole period of 3.5 years
1.	Team Leader/ Project Coordinator	Graduate in any discipline with 10 years (preferably) experience in film/ documentary making.	5.6
2.	Film Director/ Dy. Team Leader	Graduate in any discipline with 10 years (preferably) experience in film/ documentary making.	5.6
3.	Script Writer	Minimum Graduate in any discipline having 10 years (preferably) experience in Script field.	2.8
4.	Video Editor	Minimum Graduate in any discipline having 10 years (preferably) experience in relevant field.	4.9

5.	Graphics/VFX Specialist	Minimum Graduate in any discipline having 10 years (preferably) experience in relevant field.	4.9
6.	Music Director	Minimum Graduate in any discipline having 10 years (preferably) experience in relevant field.	3.5
7.	Camera-Person	Minimum Graduate in any discipline having 10 years (preferably) experience in relevant field.	4.2
8.	Still Photographer	10 years (preferably) experience in relevant field.	4.2

The other support staff requirements:

1.	Sound Recordist	10 years (preferably) experience in relevant field.	3.5
2.	2D & 3D Animators (two persons)	Minimum Graduate in any discipline having 5 years (preferably) experience in relevant field.	7.0
3.	Voice Over Artiste	10 years (preferably) experience in relevant field.	3.5
4.	Administration/Office Manager	10 years (preferably) experience in relevant field.	5.6

In addition, there may be requirement of camera assistants, shooting units, support staff etc. as necessary.

9. Conclusion:

In case of any disputes, the matter will be settled as per the provision of the PPR-2008

Appendix -2

Reporting Requirements

Implementation period: Total duration of the Contract is **42 months** from the date of commencement.

Outputs (Deliverables):

Interim Output: Total 14 Deliverables where last necessary deliverables should be Focused on Socio-Economic and Environmental Assessment. (First initial stage and every Quarter on construction activities).

- i) Edited raw footage of all activities at end of each deliverable highlighting the progress and problem of the works.
- ii) 7-10 minutes documentary Film, for each report / deliverable.
- iii) An A3 size photo album on the major activities duly compiled sequentially on leaf papers in hard bound (three copies).

Final Output (At the ending period of Documentation works):

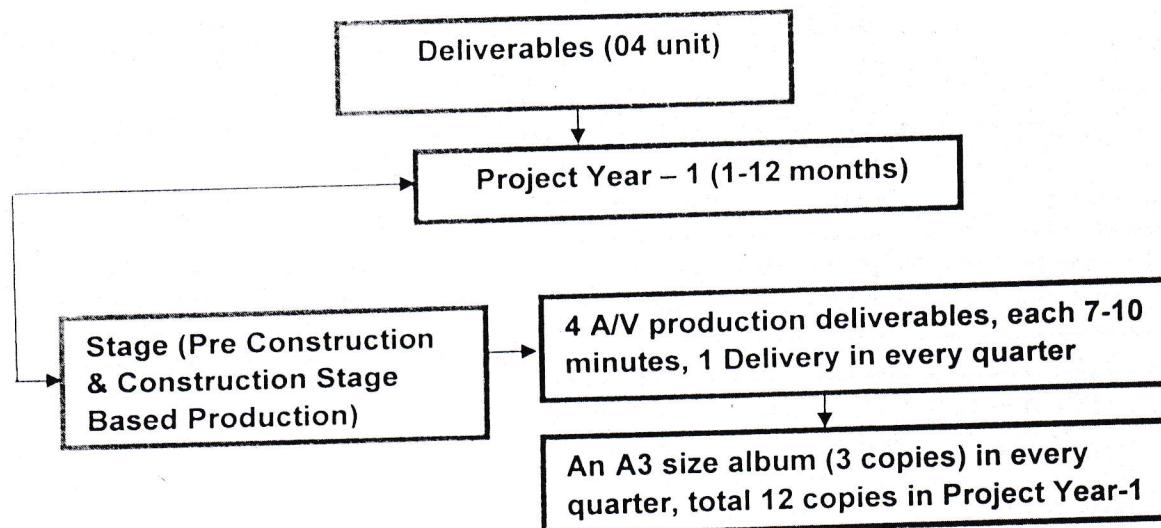
- i) 15 minutes Documentary Film (for Media)
- ii) 30 minutes (for Mass Consumption)
- iii) 2 hours (for Academic Purpose)
- iv) Master Copy of the Whole Document.



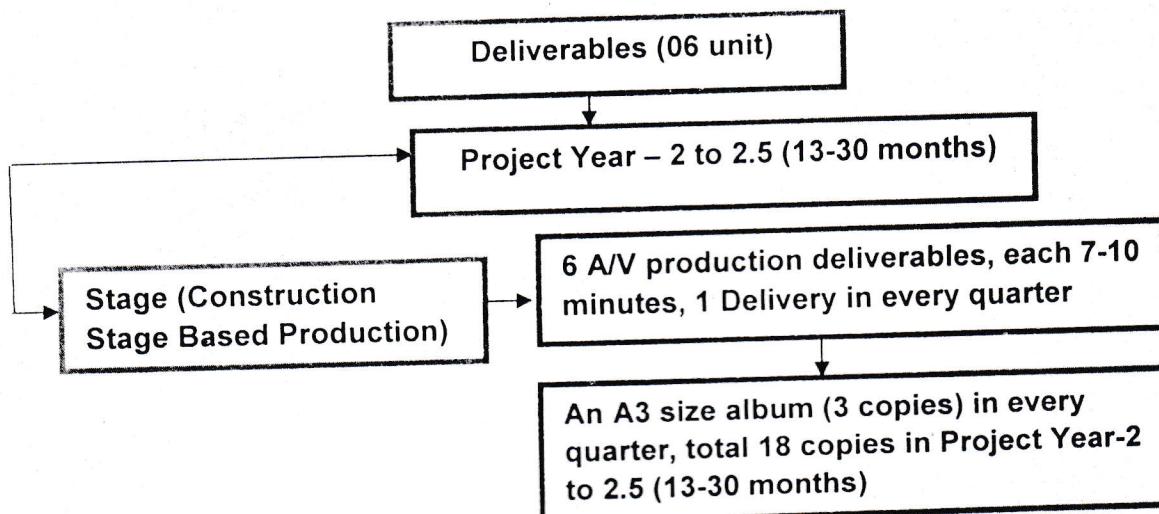
Three handwritten signatures are present in the bottom left corner. One signature is large and stylized, appearing to read 'Stan'. Another smaller signature is positioned below it. To the right, there is a third, more formal-looking handwritten signature.

Negotiated Final Requirements and Deliverables

Deliverables in Project Year 1 (first 1-12 months)



Deliverables in Project Year 2 to 2.5 (13-30 months)

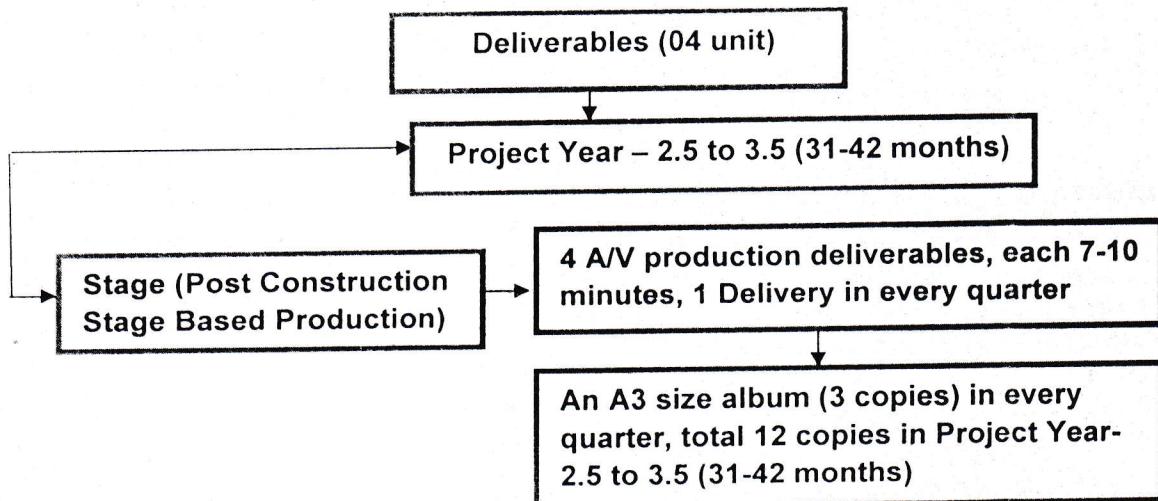


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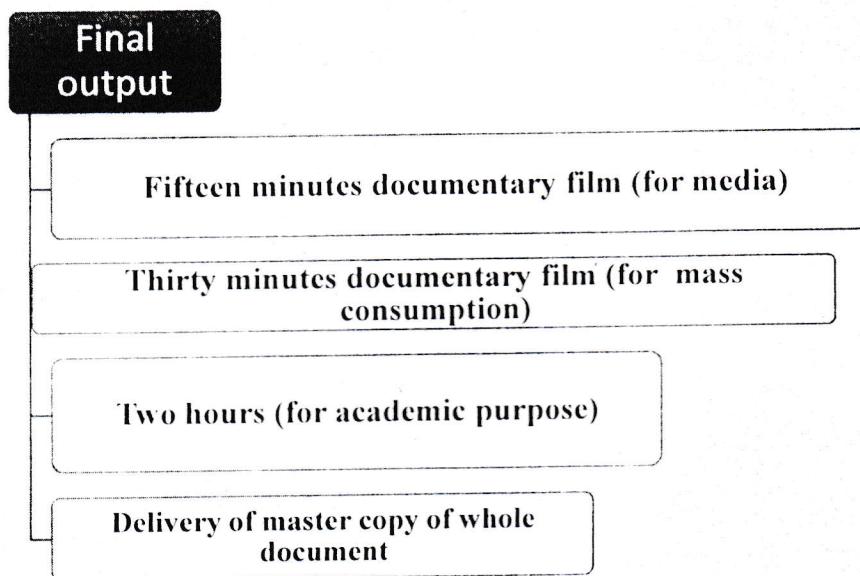
[Signature]

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Deliverables in Project Year 2.5 to 3.5 (31-42 months)



Final Deliverables (in between last 3 months of contract period):



stam

mmmm

mmmm

Summary of Project Methodology of 42 months (for 14 interim deliverables)

The working method as follows

- (**Stage-Pre Construction & Construction Period, 1st Month-1 year**)
- (**Stage-Construction Period, 1-2.5 years**)
- (**Stage-Post Construction Period 1 year**)

- Collecting all back lock footage, date and still pictures from project authority
- Setting the project schedule or milestone of next 3 months to finalize shooting schedule
- Understanding the major and significant features that need to be filming, Project related engineers or experts will give a brief to the documentary making unit. The briefing meeting (1 or 2 in briefing in three months) can be held preferably at Dhaka office.
- Based upon the briefing, the script will be developed and submitted to KTP authority for sharing their feedback, filming may continue as required based on briefing
- At this stage, the full pre production design will be developed
- As per the production design and approved script for every three month deliverable The Pre production, shooting and still photography will be conducted total average 9 days as per given man-month including the journey time (home and field) The shooting period can be continuous or part by part as required but not more than the mentioned period of days. Te shooting period can be adjusted from one quarter period to another.
- Once the post production activities are done, the documentary & still photography (DVD copy) will be ready to submit as draft version
- Impress Telefilm Ltd will receive the feedback and inputs of Karnaphuli Tunnel Authority and necessary correction will be made
- As per the TOR, Impress Telefilm Ltd will deliver the output.
- The method will be continued and followed for each 03 months deliverables

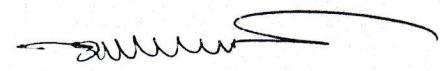


Appendix -3

Key Personnel

List hereunder:

3A Titles [and names, if already available], minimum qualifications of key personnel for each



Appendix 4

Services and Facilities to be provided by the Client

GCC 39.1(d)	Assistance for carrying out the Services to be provided by the Client are Related document Audio-Video, Photographs, Documents etc. done by the Project Consultant, Construction contractor and BBA till date.
--------------------	--

Professional and Support counterpart personnel to be made available to the Consultant by the Client

Focal Person in Head Office (Setu Bhaban, Banani)

Name: Md. Abdur Rahman Tarafder

Designation: Deputy Director (Admin)

Karnaphuli Tunnel Project, Bangladesh Bridge Authority
Ministry of Road Transport and Bridge

Mobile: +8801711-151925

Email: tarafder15@gmail.com

Focal Person in Site Office (Chattogram, Patenga)

Name: Md. Abul Kalam Azad

Designation: Deputy Project Director (Approach Road)

Karnaphuli Tunnel Project, Bangladesh Bridge Authority
Ministry of Road Transport and Bridge

Mobile: +8801712-105657

Email: azadbba69@gmail.com

Appendix-5

Cost Estimates

Form 5B2 Summary of Negotiated Cost (3.5 Years)

S/L	Description	Taka
1	Sraff Remuneration	4,730,845.00
2	Reimbursable Cost	7,776,078.00
	Total	12,506,923.00
	15% VAT	1,876,038.45
	12% AIT	1,500,830.76
	VAT+AIT	3,376,869.21
	Grand Total	15,883,792.21

In Word: One Crore Fifty Eight Lac Eighty Three Thousand Seven Hundred Ninety Two Taka Only

Note : In future if there is any changes in the VAT & AIT (increase or decrease), Karnaphuli Tunnel Project will adjust the money from its own budget.


 মোহিন কর্ণফুলি ইন্সিলাম
 সহকারী প্রক্রিয়াশালী
 সাধারণ প্রেসের কর্ণফুলী টানেল প্রকল্প
 প্রক্রিয়াশালী (মেডুল কর্তৃপক্ষ)
 সাধারণ পরিবহন ও সেতু মন্ত্রণালয়


 (মোহিন আব্দুর রহমান কর্ণফুলার)
 শুগু-প্রিয়চালক (প্রশাসন)
 কর্ণফুলী টানেল প্রকল্প
 বাংলাদেশ সেতু কর্তৃপক্ষ:
 সাধারণ পরিবহন ও সেতু মন্ত্রণালয়

Form SB3 Breakdown of Staff Remuneration (3.5 Years) NEGOTIATED BUDGET (BDT)

Position	Staff-month Rate (In a Month)	Input Staff Month in a year)	Indicate Sub Cost for each staff							
			PY-1	Incremen t (10%)	PY -2	Incremen t (10%)	PY -3	Incremen t (10%)	PY -4	6 months Price Deduction on PY 4
Team Leader	70,000.00	1.4	98000	9800	107800	10780	118580	11858	130438	65219
Field	70,000.00	0.2	14000	1400	15400	1540	16940	1694	18634	9317
head Office	50,000.00	0.2	10000	1000	11000	1100	12100	1210	13310	6655
Field	50,000.00	1.4	70000	7000	77000	7700	84700	8470	93170	46585
head Office	40,000.00	0.6	24000	2400	26400	2640	29040	2904	31944	15972
Field	40,000.00	0.2	8000	800	8800	880	9600	960	10480	0
head Office	40,000.00	1.4	56000	5600	61600	6160	67760	6776	74536	37268
Field	40,000.00	0	0	0	0	0	0	0	0	0
head Office	60,000.00	1.4	84000	8400	92400	9240	101640	10164	111824	55902
Field	60,000.00	0	0	0	0	0	0	0	0	0
head Office	50,000.00	1	50000	5000	55000	5500	60500	6050	66550	33275
Field	50,000.00	0	0	0	0	0	0	0	0	0
head Office	50,000.00	0.2	10000	1000	11000	11000	12100	1210	133100	66550
Field	50,000.00	1	50000	5000	55000	5500	60500	6050	66550	33275
head Office	40,000.00	0.2	8000	800	8800	880	9680	968	10648	5324
Field	40,000.00	1	40000	4000	44000	4400	48400	4840	53240	26620
head Office	20,000.00	1	20000	2000	22000	22000	22000	2200	24200	12100
Field	20,000.00	0	0	0	0	0	0	0	0	0
head Office	50,000.00	2	100000	10000	110000	11000	121000	12100	133100	66550
Field	50,000.00	0	0	0	0	0	0	0	0	0
head Office	40,000.00	1	40000	4000	44000	4400	44000	4400	48400	24200
Field	40,000.00	0	0	0	0	0	0	0	0	0
head Office	40,000.00	0.8	32000	3200	35200	3520	38720	3872	42592	21256
Field	40,000.00	0.8	32000	3200	35200	3520	38720	3872	42592	21256
Total Remuneration for Key Staff			746000	74600	820600	82060	902660	90266	992926	496463
										2,965,723.00
Staff-month Rate (In a Month)	Staff Month (In a Year)	Py-1	Incremen t (10%)	PY -2	Incremen t (10%)	PY -3	Incremen t (10%)	PY -4	6 months Price Deduction on PY 4	Total Staff Salary
head Office	25,000	0.5	12500	1250	13750	1375	15125	1512	166317.5	8318.75
Field	25,000	1	25000	2500	27500	2750	30250	3025	33275	166317.5
head Office	15,000	0.5	7500	750	8250	825	9075	9075	9982.5	4991.25
Field	15,000	1	15000	1500	16500	1650	18150	1815	19565	9982.5
head Office	15,000	1	15000	1500	16500	1650	18150	1815	19565	0
Field	15,000	0.2	4000	400	4400	440	4840	484	5324	2662
head Office	20,000	1	20000	2000	22000	2200	24200	2420	26620	13310
Field	20,000	0.8	16000	1600	17600	1760	19360	1936	21296	10648
head Office	20,000	2.8	56000	5600	61600	6160	67760	6776	74536	37268
Field	20,000	0	0	0	0	0	0	0	0	0

(স্বাক্ষর করা হয়েছে এবং স্বীকৃত হয়েছে।)

Form 5B4 Breakdown of Reimbursable Cost (3.5 Years) (NEGOTIATED BUDGET)

No.	Description	Unit Cost	Quantity (in a month)	Unit Cost in Month	Months in a Year	Per year total	PY-01	Increment (10%)	PY-02	Increment (10%)	PY-03	Increment (10%)	PY-3.5	Total (3.5y)
1	Per diem allowances	500	26	13000	12	312	156000	15600	171600	17160	188760	18876	103818	620178
2	Travel expenses & Accommodation	2000	18	36000	12	216	432000	43200	475200	47520	522720	52272	287496	1717416
3	Communication costs (mobile, internet, Telephone and facsimile etc)	500	15	7500	12	180	90000	9000	99000	9900	108900	10890	59895	357795
4	Drafting, Stationaries, Deliverables DVD & Album (3 in every quarter)	2000	2	40000	12	24	48000	4800	52800	5280	58080	5808	31944	190824
5	Equipment, instruments, etc.		0	25500	12		306000	30600	336600	33660	370260	37026	203643	1216503
a	4k Cine Camera & Accessories	8500	3	2500	12		90000	9000	99000	9900	108900	10890	59895	357795
b	4k Gopro Camera with Gimble	2500	3	7500	12	12	12000	12000	13200	1320	14520	1452	7986	4706
c	Power Backup	1000	1	1000	12		60000	60000	66000	6600	72600	7260	39930	235530
d	Drone	10000	0.5	5000	12		120000	120000	132000	13200	145200	14520	79860	47060
e	Light & Accessories	5000	2	10000	12		60000	60000	66000	6600	72600	7260	39930	235530
f	Server and Storage (External Harddrive)	2500	2	5000	12	24	60000	60000	66000	6600	72600	7260	39930	235530
6	Review and Preview		0											
a	Quality Control	3000	2	6000	12	12	72000	7200	79200	7920	87120	8712	47916	286236
b	Editing	2500	2	5000	12	12	60000	60000	66000	6600	72600	7260	39930	235530
c	Color Correction	5000	3	15000	12	12	180000	180000	198000	19800	217800	21780	119790	715590
c	Motion Graphics and Animation													
c	Office rent & utilities with Service Charge (Home Office, at Dhaka)	20000	1	20000	12	12	240000	240000	264000	26400	290400	29040	159720	954120
7	Others:		0											
a	Key & Supporting Staff Insurance Fee	1000	1	1000	12		12000	12000	13200	1320	14520	1452	7986	4706
b	Meeting time Refreshment	500	2	1000	12		12000	12000	13200	1320	14520	1452	7986	4706
c	Water Transportation	500	1	500	12		6000	6000	6600	660	7260	726	3993	23553
													Total	7776078.00


 Md. Golam Ali
 মোঃ গোলাম আলি
 প্রতিষ্ঠান পরিচয়ী প্রকাশন প্রতিষ্ঠান
 প্রতিষ্ঠান কর্তৃপক্ষ প্রতিষ্ঠান
 প্রতিষ্ঠান প্রতিষ্ঠান
 প্রতিষ্ঠান প্রতিষ্ঠান
 প্রতিষ্ঠান প্রতিষ্ঠান


 Md. Golam Ali
 মোঃ গোলাম আলি
 প্রতিষ্ঠান পরিচয়ী প্রকাশন
 প্রতিষ্ঠান কর্তৃপক্ষ প্রতিষ্ঠান
 প্রতিষ্ঠান প্রতিষ্ঠান
 প্রতিষ্ঠান প্রতিষ্ঠান
 প্রতিষ্ঠান প্রতিষ্ঠান

Asst Music Director	Head Office	20,000	1.4	28000	2800	30800	3080	33880	3388
	Field			0	0	0			
Light Crew (02)	Head Office	20,000	1	20000	2000	22000	2200	24200	2420
	Field			0	0	0			
Production Crew	Head Office	15,000	1	15000	1500	16500	1650	18150	1815
	Field			30000	30000	33000	33000	36300	3630
	Head Office	15,000	2						0
Office Attendant	Field								
	Head Office	29,000	5	145000	14500	159500	15950	175450	17545
Accountant	Field			0	0	0	0	0	0
	Head Office	25,000	1.4	35000	3500	38500	0	0	0
Translator	Field			0	0	0	0	0	0
Total Remuneration for non Key Staff		444000	44400	488400	488400	537240	53724	590964	590964
								295482	295482
								4,730,845.00	4,730,845.00

Total Staff Remuneration (Key + Non key Staff)

S. J. Shaw

মে ১৪ ক্ষয়ানন্দ ইসলাম
সচিব আর্থিক অধিকারী
মানব সম্পদ বিভাগ প্রতিষ্ঠান
বাংলাদেশ। সেই কার্ড
সরকার পরিদর্শন ও সেই প্রতিষ্ঠান।

প্রিয় আমুর রহমান তরফে
প্রিয় পরিচালক (অধ্যাপক)
কার্যালয়ী প্রতিষ্ঠান প্রকল্প
বাংলাদেশ। সেই কার্ড
সরকার পরিদর্শন ও সেই প্রতিষ্ঠান।

Appendix 6

Bank Guarantee for Advance Payments

[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Bangladesh in accordance with GCC Clause 50.1]

Contract No:

Date:

To:

[Name and address of Client]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Consultant] (hereinafter called "the Consultant") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract") for the delivery of [description of consulting services] under the Contract.

Furthermore, we understand that, according to GCC Sub Clause 51.1, Advance Payment(s) on Contracts must be supported by a Bank Guarantee.

At the request of the Consultant, we [name of Bank] hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk[insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.


মোঃ নজরুল ইসলাম
সহকারী প্রকৌশলী
মাস্টার লেইন কনসাল্টেন্টস পা.
বাংলাদেশ। টাও কুকুর
পুরুষ প্রতিবন্ধ ও সেচু গ্রাম


(মোঃ আসুর রহমান জুরফদার)
ডপ-প্রিচার্লক (প্রশাসন)
কার্যালয় টালেল প্রকল্প
বাংলাদেশ। টেক্স কর্তৃপক্ষ
সচিব পরিবহন ও টেক্স মন্ত্রণালয়



This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature



মোঃ নজরুল ইসলাম
সহকারী প্রকৌশলী
মালি লেইন কর্মসূলী ঢানেল প্রকল্প
বাংলাদেশ সেতু কর্তৃপক্ষ
সড়ক পরিবহন ও মেট্র মন্ত্রণালয়

Signature



(মোঃ আব্দুর রহমান তরফদার)
মোঃ আব্দুর রহমান তরফদার
কর্মসূলী ঢানেল প্রকল্প
বাংলাদেশ সেতু কর্তৃপক্ষ
সড়ক পরিবহন ও মেট্র মন্ত্রণালয়

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature



মোঃ মজিদুল ইসলাম
সহকারী প্রেসিডেন্ট
মাস্টি প্লেইন কঠিন্যালী টানেল প্রকল্প
বাংলাদেশ সেতু কর্তৃপক্ষ
সড়ক পরিবহন ও মেট্রো মন্ত্রণালয়

Signature

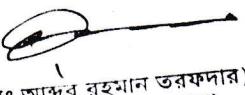


(মোঃ আব্দুল রহমান তরফদার)
উপ-পরিচালক (প্রশাসন)
কঠিন্যালী টানেল প্রকল্প
বাংলাদেশ সেতু কর্তৃপক্ষ
সড়ক পরিবহন ও মেট্রো মন্ত্রণালয়

Minutes of the Contract Negotiations with Impress Telefilm Limited, Channel i



মোঃ নজরুল ইসলাম
সহকারী প্রকৌশলী
অসম টেলিকমিউনিকেশন অকাউন্ট
বাংলাদেশ সেতু কর্তৃপক্ষ
সচিব পরিবহন ও সেতু মন্ত্রণালয়



(মোঃ আব্দুর রহমান তরফদার)
ডেপুটি প্রিচার্লক (অসাম)
কার্যালয় টার্মিনেল প্রকল্প
বাংলাদেশ সেতু কর্তৃপক্ষ
সচিব পরিবহন ও সেতু মন্ত্রণালয়

"Impress Telefilm Limited"- কর্তৃক VAT ও AIT- দহ প্রভাবিত ও সংশোধিত আর্থিক প্রভাবনাসমূহ এবং নিগেসিয়েটেড
চুক্তি মূল্য নিম্নের ছকে তুলে ধরা হলোঃ-

SL No	Description	মূল আর্থিক প্রভাবনা (টাকা)	২য় আর্থিক প্রভাবনা (টাকা)	৩য় আর্থিক প্রভাবনা (টাকা)	নিগেসিয়েটেড চুক্তি মূল্য (টাকা)
1	Staff Remuneration	৫৮,৪০,৯২৯.৬০	৫৮,৩০,১২৯.০০	৮৮,৯৫,১৮৮.০০	৮৭,৩০,৮৪৫.০০
2	Reimbursable	১০০,০৫,০০৯.০০	৯১,৯১,৭১৩.০০	৯১,৮৫,৬৯৩.০০	৭৭,৭৬,০৭৮.০০
	Total	১৫৮,৪৫৭৭৮.৬০	১৫০,২১,৮৪২.০০	১৪০,৮০,৮৮১.০০	১২৫,০৬,৯২৩.০০
	15% VAT	২৩৭৬৮৬০.৭৯	২২৫৩২৭৬.৩০	২১১২১৩২.১৫	১৬৭৬০৩৮.৮৫
	12%	১৫৮৪২৭৩.৮৬	১৬০২৬২১.০৮	১৬৬৮৭০৫.৭২	১৫০০৮৩০.৭৬
	VAT+AIT	৩৯,৬১,৮৩৮.৬৪	৪০,৫৫,৮৯৭.৩৮	৩৮,০১,৮৩৭.৮৭	৩৩,৭৬,৮৬৯.২১
	Grand Total	১৯৮,০৭,১৭৩.২৫	১৯০,৭৭,৭৩৯.৩৮	১৭৮,৮২,৭১৮.৮৭	১৫৮,৮৩,৭৯২.২১

Negotiated Contract Price: Total Contract Price Excluding VAT & AIT = 125,06,923.00 TK and Including VAT & AIT=158,83,792.21 TK

Implementation period: Total duration of the Contract is 42 months from the date of commencement.

Delpairs (Deliverables):

Interim Output: Total 14 Deliverables where last necessary deliverables should be Focused on Socio-Economic and Environmental Assessment. (First initial stage and every Quarter on construction activities).

- i) Edited raw footage of all activities at end of each deliverable highlighting the progress and problem of the works.
- ii) 7-10 minutes documentary film, for each report / deliverable.
- iii) An A3 size photo album on the major activities duly compiled sequentially on leaf papers in hard bound (three copies).

Final Output (At the ending period of Documentation works):

- i) 15 minutes Documentary Film (for Media)
- ii) 30 minutes (for Mass Consumption)
- iii) 2 hours (for Academic Purpose)
- iv) Master Copy of the Whole Document.

Mode of Payment: The payment shall be made as per the following schedule:

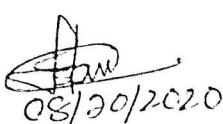
- i) 10% of the Negotiated Contract Price as mobilization payment, within 30 days after signing the Contract. The mobilization payment shall be made against an irrevocable bank guarantee valid for two years from the date of signing of contract;
- ii) 70% of the Negotiated Contract Price will be paid in equal 14 installments after delivering 14 quarterly (Every three month) deliverables within 42 months including the previous and running documentation.
- iii) Remaining 20% of the Negotiated contract price will be paid after submission and approval of the final outputs by the Employer.

VAT and IFT will be deducted from all payments as per Govt. prevailing law.

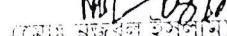
পুস্তক “Preparing a Comprehensive Audio-Visual Documentation on Construction of Multi-Lane Road Tunnel under the River Karnaphuli”- শীর্ষক কার্যক্রমটি ৩.৫ বছর সময়ের মধ্যে VAT and AIT বাদে ১,২৫,০৬,৯২৩.০০ (এক কোটি গঠিশ লক্ষ ছয় হাজার নয়শত তেইশ মাত্র) টাকায় সম্পন্ন করার নিমিত্ত “Impress Telefilm Limited”-এর সাথে যথাযথ কর্তৃপক্ষের অনুমোদনক্রমে চুক্তি করা যেতে পারে।

স্বতরাং আর কোন আলোচ্যসূচী না থাকায় সভাপতি উপস্থিত সকলকে ধন্যবাদ জানিয়ে সভার সমাপ্তি ঘোষণা করেন।

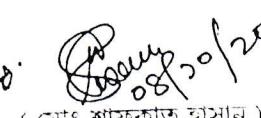
দরপত্র মূল্যায়ন কমিটির উপস্থিত সদস্যবৃন্দঃ-


08/10/2020
(মোঃ নজরুল ইসলাম)

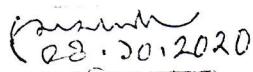
সহকারী প্রকৌশলী
কর্ণফুলী টানেল নির্মাণ প্রকল্প
ও
সদস্য
দরপত্র মূল্যায়ন কমিটি-০১


08/10/2020
(মোঃ শাফকাত হাসান)

নির্বাচী প্রকৌশলী,
গৃন্ত বিভাগ, বাপ্ক
ও
সদস্য
দরপত্র মূল্যায়ন কমিটি-০১


08/10/2020
(মোঃ আব্দুর রহমান তফদার)

উপ-পরিচালক (প্রশাসন)
কর্ণফুলী টানেল নির্মাণ প্রকল্প
ও
সদস্য সচিব
দরপত্র মূল্যায়ন কমিটি-০১

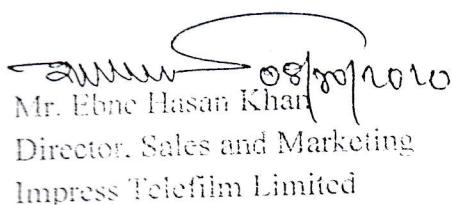

08.10.2020
(মোঃ মনিরুল আলম)

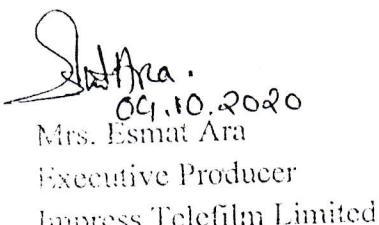
অতিরিক্ত পরিচালক (প্রশাসন)
বাহ্যিক সেতু কর্তৃপক্ষ
ও
সদস্য
দরপত্র মূল্যায়ন কমিটি-০১

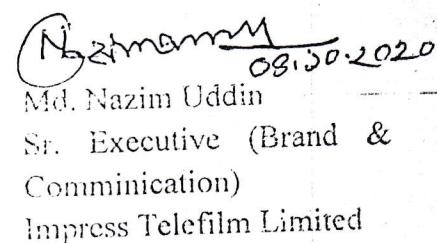

08.10.2020
(মোঃ হামিদুর রশিদ চৌধুরী)

প্রকল্প পরিচালক
কর্ণফুলী টানেল নির্মাণ প্রকল্প
ও
আহরণক
দরপত্র মূল্যায়ন কমিটি-০১

Impress Telefilm Limited-এর পক্ষেঃ-


08/10/2020
Mr. Ebne Hasan Khan
Director, Sales and Marketing
Impress Telefilm Limited


04.10.2020
Mrs. Esmat Ara
Executive Producer
Impress Telefilm Limited


08.10.2020
Md. Nazim Uddin
Sr. Executive (Brand &
Communication)
Impress Telefilm Limited