

Government of the People's Republic of Bangladesh
Office of the Project Director
Paira Bridge (Lebukhali Bridge) Construction Project
Roads & Highways Department
Room no - 422, Block - A, Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh
Phone & Fax no:+88 02 9557498, e-mail: pd.paira@gmail.com

No.PD/Paira/05/19

Date: 31 December 2012

Letter of Invitation

To

Intercontinental Consultants and Technocrats Pvt. Ltd, India

in joint venture with

Kunhwa Consulting & Engineering Co. Ltd, Korea

Dr. Nabeel Abdul-Raheem Consultants, Kuwait and
Engineering and Planning Consultants Ltd., Bangladesh

A-8, Green Park, New Delhi 110016, India

**Sub: Request for Proposal for Design and Construction-Supervision of the Paira Bridge
(Lebukhali Bridge) over the river Paira on Barisal-Patuakhali Road, Bangladesh**

Ref.: No.PD/Paira/01/01, Date: 12 August 2012

Dear Mr. /Ms.:

1. The Government of the People's Republic of Bangladesh has allocated public funds for the cost of Construction of Paira Bridge (Lebukhali Bridge) over the river Paira on Barisal-Patuakhali Road, Bangladesh and intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposal (RFP) Document is issued.
2. The Project Director, Paira Bridge (Lebukhali Bridge) Construction Project now invites proposals to provide the following consulting services: Design and Construction-Supervision of the Paira Bridge (Lebukhali Bridge). More details on the services are provided in the Terms of Reference.
3. This Letter of Invitation and the RFP Document has been issued to the following shortlisted Consultants :

01.	Intercontinental Consultants and Technocrats Pvt. Ltd, India in joint venture with Kunhwa Consulting & Engineering Co. Ltd, Korea, Dr. Nabeel Abdul-Raheem Consultants, Kuwait and Engineering and Planning Consultants Ltd., Bangladesh
02.	AECOM Asia Co. Ltd. Hongkong in association with a joint venture between Al-Shaheen Consultants, Kuwait and Desh-Upodesh Ltd, Bangladesh and Northwest Hydraulic Consultants Limited, Canada
03.	SMEC International Pty Ltd, Australia in Joint Venture with WIECON CO LTD, Taiwan, ACE Consultants Ltd, Bangladesh and Al Habshi Consultants Office, Kuwait
04.	Kyong Dong Engineering Co. Ltd, Korea in Association with SARM Associates Ltd., Bangladesh and KEO International Consultants, Kuwait
05.	Dongmyeong Engineering Consultants & Architecture Co. Ltd (DMEC), Korea in Association with United Engineering Consultants (UEC), Kuwait, Khalid & Partners Ltd (KPL), Bangladesh.
06.	SOOSUNG Engineering Co. Ltd, South Korea in joint venture with DevConsllants Limited, Bangladesh and Pan Arab Consulting Engineers, Kuwait
07.	BCL Associates Ltd, Bangladesh in Association with The Associated Engineering Partnership, Kuwait, Katahira & Engineers International, Japan and STUP Consultants Pvt. Ltd, India.

It is not permissible to transfer this invitation to any other Consultant or Firm.

4. A Consultant will be selected under Quality and Cost Based Selection QCBS and procedures for selection are described in the RFP Document.
5. In addition to the Letter of Invitation, the RFP Document includes the following Sections:
Section 1: Instructions to Consultants (ITC)
Section 2: Proposal Data Sheet (PDS)
Section 3: General Conditions of Contract (GCC),
Section 4: Particular Conditions of Contract (PCC),
Section 5: Proposal & Contract Forms
Section 6: Terms of Reference (ToR)
6. Please inform us in writing, preferably by electronic mail, at the following address, upon receipt that you have received the Letter of Invitation and the RFP.

Enclosed: RFP Document 1 Copy.

Yours sincerely,



31/12
(Md. Arifur Rahman)
Project Director

Memo No. PD/Paira/05/2/19/ (5)

Date: 31 December 2012

Copy forwarded for kind information to:

1. Secretary, Roads Division, Ministry of Communication, Bangladesh Secretariat, Dhaka
2. Secretary, Economic Relations Division, Sher-e-Bangla Nagar, Dhaka
3. Chief Engineer, Roads and Highways Department, Sarak Bhaban, Ramna, Dhaka. This is as per his approval vide Memo no. 719 C.E. date 30/12/2012.
4. Mr. Md. Saidul Hoque, Chairperson, Proposal Evaluation Committee and Additional Chief Engineer, Bridge Management Wing, Sarak Bhaban, Ramna, Dhaka
5. Director of Operations, Kuwait Fund for Arab Economic Development, P.O. Box 2921, Safat, Kuwait- 13030. This is as per his letter no.KF/30/9/841/1-294 date. 30.10.2012 and letter no. KF/30/9/841/1-340 date. 9.12.2012.



1
(Md. Arifur Rahman)
Project Director

Memo No. PD/Paira/05/3/19/ (1)

Date: 31 December 2012

Copy forwarded for information and necessary action to:

Project Manager, Paira Bridge (Lebukhali Bridge) Construction Project, Sarak Bhaban, Ramna, Dhaka.



1
(Md. Arifur Rahman)
Project Director

**Government of the People's Republic of Bangladesh
Ministry of Communication
Roads Division
Roads & Highways Department**

**REQUEST FOR PROPOSAL
FOR
SELECTION OF CONSULTING FIRM
FOR**

Design and Construction-Supervision of the Paira Bridge (Lebukhali Bridge) over the river Paira on Barisal-Patuakhali Road, Bangladesh



**Invitation for Proposal No: PD/Paira/01
Issued on: 31 December 2012**

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Section 1. Instructions to Consultants

A. General

- 1. Scope of Proposal**
- 1.1 The Client, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
 - 1.2 Only those shortlisted Consultants indicated in the Letter of Invitation are eligible to submit a Proposal for the consulting services required for the assignment.
 - 1.3 The successful Consultant shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 2. Interpretation**
- 2.1 Throughout this RFP Document :
 - the term "**in writing**" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
 - if the context so requires, **singular** means plural and vice versa;
 - "**day**" means calendar day unless otherwise specified as working days
 - "**Request for Proposal Document**" means the Document provided by the Client to a short-listed Consultant as a basis for preparation of the Proposal; and
 - "**Proposal**" depending on the context, means a Proposal submitted by a Consultant for delivery of Services to a Client in response to an Invitation for Request for Proposal.
- 3. Source of Funds**
- 3.1 The Client has been allocated 'public funds' as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the Contract for which this RFP is issued.
 - 3.2 For the purpose of this provision, "**public funds**" means any funds allocated to the Client under Government budget, or loan, grants and credits placed at the disposal of the Client through the Government by the Development Partners or foreign states or organizations.
 - 3.3 Payments by the Development Partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the Development Partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject

in all respects to the terms and conditions of that Agreement.

- 4. Corrupt,Fraudulent, Collusive or Coercive Practices**
- 4.1 The Government requires that Client, as well as Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
- 4.2 In pursuance to this policy, the Client defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefits or to avoid an obligation;
 - (iii) "Collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of other party;
 - (iv) "Coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "Obstructive Practice:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence materials to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client's/Loan giving Agency's inspection and audit rights.
- 4.3 The Government requires that Client, as well as Consultants shall, during the Procurement proceedings and the delivery of Services 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 Rule127 of the Public Procurement Rules, 2008;
 - (c) that neither it's any officer nor any staff nor any other agents nor intermediaries working on its behalf engage in any such practice as detailed in ITC Sub Clause 4.3 (b).
- 4.4 Should any corrupt or fraudulent practice of any kind referred to in

ITC Sub Clause 4.2 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 shall be recorded in the record of the procurement proceedings and promptly communicated in writing to the Consultant concerned.

4.5 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Client against any Consultant alleged to have carried out such practices, the Client shall :

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a Proposal for award; and
- (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in Procurement proceedings under public fund;

if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public fund.

4.6 The Consultant shall be aware of the provisions in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 of the Government of Bangladesh.

4.7 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said Procurement proceedings.

5. Eligible Consultants

- 5.1 This Request for Proposal Document is limited to shortlisted Consultant(s) only.
- 5.2 The Consultant has the legal capacity to enter into the contract.
- 5.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITC Sub Clause 4.2.
- 5.4 The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 5.5 Government officials and civil servants, including persons of autonomous bodies or corporations, satisfactory to the conditions as stated under ITC Sub Clause 11.3, may be hired to work as a member of a team of Consultants.

6. Eligible Sub-Consultants

- 6.1 The requirements for eligibility as stated under ITC Clause 5 will extend to each Sub-Consultant(s), as applicable.

7. Eligible Services

- 7.1 Goods supplied and Services provided under the contract may originate from any country except if,

- i) as a member of law or official regulation, the Client prohibits commercial relations with that country; or
- 7.2 By an act of compliance with a decisions of the United Nation's Security Council taken under Chapter-VII of Charter of the Charter of the UN, the Client the Client prohibit any import of Goods from that country or any payments to persons or entities in that country.
- 7.3 All material, equipment and supplies used by the Consultant and Services to be provided under the Contract shall have their origin in countries other than those specified in the PDS.
- 8. Conflict of Interest: General**
- 8.1 Consultants and all parties constituting the Consultant shall not have a Conflict of Interest (COI), pursuant to Rule 55 of the Public Procurement Rules, 2008.
- 8.2 COI shall mean a situation in which a Consultant provides biased professional advice to a Client in order to obtain from that Client an undue benefit for himself/herself or affiliate(s)/associate(s).
- 8.3 The Consultant, including any of its affiliates or associates, in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Client's interests paramount, shall strictly avoid conflicts with other assignments or its own corporate interests, and act without any consideration for award of a future work and must not have a Conflict of Interest (COI), shall not be recruited under any of the circumstances specified in ITC Sub Clauses 9, 10 and 11.
- 9. Conflicting Activities**
- 9.1 If any Consultant has earlier been engaged by a Client to supply Goods, perform Works or provide physical Services for a project, then that Person and any of its affiliates shall be disqualified from providing consulting Services related to those Goods, Works or Services.
- 9.2 If any Consultant hired to provide consulting Services for the preparation or implementation of a project, then that Consultant and any of its affiliates, shall be disqualified from subsequently supplying Goods, providing consulting Services, performing physical Services or Works resulting from or directly related to the Consultant's earlier consulting Services.
- [For the purpose of ITC Sub Clause 9.2, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery]*
- 10. Conflicting Assignments**
- 10.1 A Consultant, its Personnel and Sub-Consultants or any of its affiliates shall not be hired for any assignment that may be in conflict with identical assignment of the Consultant to be performed for the same or for another Client.
- [For the purpose of ITC Sub Clause 10.1, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental*

assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question]

11. Conflicting Relationships

- 11.1 A Consultant, its Personnel and Sub-Consultant that has a business relationship with a member of the Client's staff involved in the procurement proceedings may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process of the Consultant.
- 11.2 Client's officials, who have an interest, directly or indirectly, with a firm or individual that is participating or has participated in a Procurement proceedings of that Client, shall declare its relationship with that firm or individual and consequently not participate in any proceedings concerned with that specific Procurement at any stage including from when the specifications are written and qualification criteria are established up to the Supply of Goods or execution of the Works are completed and, until all contractual obligations have been fulfilled.
- 11.3 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement Rules, 2008. When the Consultant nominates any such employee as Personnel in their Technical Proposal, such Personnel must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Technical Proposal.

12. Unfair Advantage

- 12.1 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to this proposed assignment, the Client shall make available to all shortlisted Consultants together with this RFP Document all information that would in that respect give such Consultant any competitive advantage over the competing Consultants.

13. Site Visit

- 13.1 The Consultant, at its own expenses, responsibility and risk is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a Contract for Services (if selected)
- 13.2 The Consultant should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate arrangements.

B. Request for Proposal

- 14. RFP Document: General**
- 14.1 The Sections comprising the Request for Proposal are listed below and should be read in conjunction with any Addendum issued under ITC Clause 17.
- Section 1 : Instructions to Consultants (ITC)
Section 2 : Proposal Data Sheet (PDS)
Section 3 : General Conditions of Contract (GCC),
Section 4 : Particular Conditions of Contract (PCC),
Section 5 : Proposal and Contract Forms
Section 6: Terms of Reference (ToR)
- 14.2 The Consultant is expected to examine all instructions, forms, terms, Terms of Reference (ToR) in the RFP Document as well as Addendum, if any.
- 15. Clarification of RFP Document**
- 15.1 A Consultant requiring any clarification of the RFP Document shall contact the Client in writing at the Client's address indicated in the PDS before two-third of the time allowed for preparation and submission of Proposal elapses.
- 15.2 The Client is not obliged to answer any clarification request received after that date as stated under ITC Sub Clause 15.1.
- 15.3 The Client shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITC Sub Clause 15.1.
- 15.4 The Client shall forward copy of its response to all those shortlisted Consultants, including a description of the enquiry but without identifying its source pursuant to Rule 117(22) of the Public Procurement Rules, 2008.
- 15.5 Should the Client deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITC Clause 17
- 16. Pre-Proposal meeting**
- 16.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the PDS, invite shortlisted Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the PDS. The Consultant is encouraged to attend the meeting if it is held.
- 16.2 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed Consultants not later than seven (7) days of the date of the meeting. Any revision to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 17 and not through the minutes of the pre-Proposal meeting.

- 17. Addendum to RFP Document**
- 17.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a shortlisted Consultant, may revise the RFP Document by issuing an Addendum.
 - 17.2 The Addendum issued under ITC Sub Clause 17.1 shall become an integral part of the RFP Document and shall be communicated in writing to all the shortlisted Consultants, to enable the Consultants to take appropriate action.
 - 17.3 To give a shortlisted Consultant reasonable time to take any Addendum into account in preparing its Proposal, the Client may extend the deadline for the submission of Proposals pursuant to Rule 117(22) of the Public Procurement Rules, 2008.
- C. Proposal Preparation**
- 18. Proposal: Only one**
- 18.1 A short listed Consultant, including its affiliate(s), pursuant to Rule 96 (2) of the Public Procurement Rules, 2008, may submit only one (1) Proposal. The Consultant who submits or participates in more than one (1) Proposal will cause all the Proposals of that particular Consultant to be excluded.
 - 18.2 A firm, proposed as a Sub-Consultant in any Proposal pursuant to Rule 53(2) of the Public Procurement Rules, 2008, may participate in more than one Proposal, but only in the capacity of a Sub-Consultant.
 - 18.3 A short-listed Consultant submitting a Proposal individually pursuant to Rule 53(5) of the Public Procurement Rules, 2008, or as JVCA partner, shall not be accepted as Sub-Consultant to any other short-listed Consultant in the same procurement process.
- 19. Proposal: Preparation Costs**
- 19.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client shall not be responsible or liable for those costs, regardless of outcome of the procurement process.
- 20. Proposal: Language**
- 20.1 The Proposal shall be written in the English language. Correspondences and documents relating to the Proposal should also be written in English Supporting documents and printed literature furnished by the Consultant that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern.
- 21. Proposal: Documents**
- 21.1 The Proposal prepared by the Consultant shall comprise the following:
 - (a) Technical Proposal;
 - (b) Financial Proposal;
 - (c) any other document required as stated in the PDS.

**22. Proposal:
Preparation**

- 22.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Proposal.
- 22.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 22 and 23 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.
- 22.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 24 and 25 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.
- 22.4 All the forms mentioned in ITC Sub Clauses 22.2 and 23.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be considered as being incomplete.

**23. Technical Proposal
Preparation**

- 23.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub Clause 23.2 thru 23.16 inclusive.
- 23.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise with other Consultants or entities in a joint venture or Sub-Consultancy as appropriate.
- 23.3 The Consultant wishing to obtain expertise from other Consultants or entities may participate in the procurement proceedings by forming a Joint Venture, pursuant to Rule 54 of the Public Procurement Rules, 2008.
- 23.4 Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case duly signed by all legally authorised representatives of the Consultants who are parties to such agreement.
- 23.5 Joint Venture, as stated under ITC Sub Clause 23.3, with other non-short-listed Consultants at the time of submission of a Proposal is not admissible without the permission of the Client, which must be obtained prior to the deadline for submission of a Proposal.
- 23.6 Joint Venture, as stated under ITC Sub Clause 23.3, among the short-listed Consultants at the time of submission of a Proposal is not permitted, and the Client shall disqualify such Proposal.
- 23.7 The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Client.

- 23.8 The Consultant appointing another short-listed Consultant as a Sub-Consultant, as stated under ITC Sub Clause 23.2, at the time of submission of Proposal will not require prior permission of the Client but in such cases, the Proposal shall be submitted in the title of the shortlisted Consultant.
- 23.9 In the event of Sub-Consultancy, as stated under ITC Sub Clause 23.8, the Proposal should include a covering letter signed by an authorized representative of the short-listed Consultant with full authority to make legally binding contractual and financial commitments on behalf of the Consultant, plus a copy of the agreement(s) with the Sub-Consultant(s).
- 23.10 Sub-Consultancy (s) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.
- 23.11 For QCBS based assignments, only the estimated total of Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the Consultant.
- 23.12 For FBS assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the PDS but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.
- 23.13 Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.
- 23.14 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. Conversely, one Key professional staff is not allowed to offer his/her inputs in more than one Proposal for this particular assignment and, in this particular procurement process.
- 23.15 CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff shall be furnished with the Technical.
- 23.16 Failure to fulfil the requirements under this Clause may lead to incompleteness and subsequent rejection of the Proposal.

24. Technical Proposal: Format and Content

- 24.1 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 5A):
- (a) **Form 5A1:** Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant;

- (b) **Form 5A2:** giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a Joint Venture. Assignments completed by individual Professional staff working privately or through other Consulting firms, can not be claimed as the experience of the Consultant or that of the Consultant's associates, but can be claimed professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (c) **Form 5A3:** indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment;
- (d) **Form 5A4:** indicating the approach, methodology and work plan for performing the assignment;
- (e) **Form 5A5 :** being the work plan should be consistent with the Work Schedule and should be in the form of a bar chart showing the timing proposed for each activity;
- (f) **Form 5A6:** being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks;
- (g) **Form 5A7:** being the Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment. The staff-months should be indicated separately for home office and field activities, and for foreign and local Professional staff;
- (h) **Form 5A8:** being the CVs of the Professional staff signed by the respective staff member or by the authorized representative of the Professional Staff submitting the Proposal;
- (i) **Plus,** a detailed description of the proposed methodology, staffing, and staffing for training, if the PDS specifies training as a specific component of the assignment; and
- (j) **Any additional information that might be requested in the PDS.**

24.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be considered non-responsive.

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| 25. Financial Proposal Preparation | 25.1 The Financial Proposal shall be prepared using the Standard Forms attached with this document. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign & local in the field and at the Consultant's home office and (b) reimbursable expenses indicated in the PDS. If appropriate, these costs should be broken down by activity and if appropriate, into foreign and local expenditures. |
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- 25.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items.
- 26. Financial Proposal Format and Content**
- 26.1 The Financial Proposal shall provide the following information using the attached Standard Forms (**Section 5B**):
- (a) **Form 5B1:** Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Consultant. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of this assignment if the Consultant is awarded the contract, as requested in the Financial Proposal submission form (**5B1**).
 - (b) **Form 5B2:** being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
 - (c) **Form 5B3:** being the breakdown of costs against staff remuneration;
 - (d) **Form 5B4:** being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;
 - (e) **Form 5B5:** Breakdown of Reimbursable Expenses.
- If appropriate, all these costs should be broken down by activity.
- 27. Taxes**
- 27.1 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign personnel, duties, fees levies etc.) on amounts payable by the Client under the Contract. The Client will state in the PDS, if the Consultant is subject to payment of any local taxes. Any such amount shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at Contract negotiations, and applicable amount will be included in the Contract.
- 28. Client's Services, Facilities and Property**
- 28.1 The Client shall:
- (a) provide at no cost to the Consultant the services, facilities and property as specified in the PDS;
 - (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP Document; and
 - (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the Proposal.
- 29. Proposal Currency**
- 29.1 Consultant may quote the prices of their services in a maximum of three (3) currencies, singly, or in combination. The Client may require the Consultant to state the portion of their price representing local cost in the national currency if so indicated in the PDS.

- 29.2 Commissions and gratuities, if any, paid or to be paid by the Consultants and related to the assignment will be listed in the Financial proposal
- 30. Proposal Validity**
- 30.1 Proposal Validities shall be determined on the basis of the complexity of the Proposal and the time needed for its examination, evaluation, approval and signing of Contract, pursuant to Rules 19 ,20 and 117(10) of the Public Procurement Rules, 2008.
- 30.2 Proposals shall remain valid for the period as specified in the PDS after the date of Proposal submission deadline prescribed by the Client.
- 31. Extension of Proposal Validity**
- 31.1 In justified exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may solicit, not later than ten (10) days before the expiry date of the Proposal validity, compulsorily all the Consultants' consent to an extension of the period of validity of their Proposals
- 31.2 The request for extension of the Proposal Validity period shall be in writing and shall state the new date of the validity of the Proposal.
- 31.3 The Consultants consenting in writing to the request as stated under ITC Sub Clause 31.2 shall not be required or permitted to modify its Proposal in any circumstances.
- 31.4 If the Consultants are not consenting in writing to the request made by the Client as stated under ITC Sub Clause 31.2, its Proposal shall not be considered in the subsequent evaluation.
- 31.5 The Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period.
- 32. Proposal Format and Signing**
- 32.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Clause 22 and one (1) original of the Financial Proposal as described in ITC Sub Clause 24 and clearly mark them "ORIGINAL".
- 32.2 The Consultant shall prepare the number of copies as specified in the PDS of each Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 32.3 The original and all copies of the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 32.4 An authorized representative of the Consultant shall initial all the pages of the Technical and Financial Proposals. The

authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

- 32.5 The original proposal (Technical Proposal and, if required, Financial Proposal;) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections.

D. Proposal Submission

- 33. Proposal: Sealing and Marking**
- 33.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".
- 33.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 33.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:
- bear the name and address of the Consultant;
 - be addressed to the Client at the address as specified in the PDS;
 - bear the name of the Proposal ; and
 - bear a statement "DO NOT OPEN BEFORE (the deadline for submission of Proposal)" as specified in the PDS.**
- 33.4 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 33.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, the Proposal may be considered non-responsive.
- 33.6 The Proposals shall be submitted on the basis of this RFP Document issued by the Client.
- 34. Proposal: Submission Deadline**
- 34.1 The Proposals shall be delivered to the Client at the address as stated under ITC Sub Clause 33.3 no later than the date and time as specified in the PDS.
- 34.2 The Proposals may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the

Consultant with acknowledgement of receipt showing the date and time when its Proposal was received.

- 34.3 The Client may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for the submission of Proposals in accordance with ITC Clause 17 and 31.1, in which case all rights and obligations of the Client and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 35. Proposal Submitted Late** 35.1 Any Proposal received by the Client after the deadline for submission of Proposals shall be declared **LATE** and returned unopened to the Consultant.

E. Proposal Opening and Evaluation

- 36. Technical Proposal Opening** 36.1 The Client shall open the Technical Proposals immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 37. Restriction on Disclosure of information Relating to Procurement Process** 37.1 Following the opening of the Technical Proposals by the Client's PEC, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Client or PEC, pursuant to Rule 31 of the Public Procurement Rules, 2008.
- 37.2 From the time the Proposals are opened to the time the Contract is awarded, any effort by the Consultant to influence the Client or PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in non-responsiveness of the Consultant's Proposal.
- 38. Clarification on Proposal** 38.1 The Client's Proposal Evaluation committee (PEC) may ask the Consultants for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the Consultants shall be in writing, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any of the key staff or elements of the Proposal will neither be sought nor be permitted.
- 38.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the PEC's written request for clarification, its Proposal shall not be considered in the evaluation.
- 38.3 Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.
- 39. Proposal Evaluation: General** 39.1 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded.

- 39.2 The Proposals shall be evaluated based on what has been submitted. The material issues to be clarified with the successful Consultant will have to be discussed during negotiations.
- 40. Examination of Conflict of Interest Situation**
- 40.1 During the evaluation of the Technical Proposals, the PEC shall ascertain that no new COI situations as stated under ITC Clauses 8, 9, 10 and 11, have arisen since the Consultant was short-listed. If the PEC identifies a COI at this stage, it shall determine whether the specific conflict is substantive and shall consequently consider the Proposal non-responsive.
- 40.2 If a Consultant or its affiliate is found to be in a COI during the technical evaluation, the PEC shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be considered non-responsive.
- 40.3 If a Consultant has been found to mislead the PEC by neglecting to provide information or by denying the existence of a COI situation, the Consultant's Proposal shall be considered non-responsive.
- 41. Proposal Technical Evaluation**
- 41.1 All Technical Proposals shall be evaluated in accordance with the Request for Proposal (RFP) and the Terms of Reference (ToR).
- 41.2 Technical Proposals thus given a Technical Points (Tp), as stated under ITC Sub Clause 41.2, not securing the minimum as specified in the PDS, shall be considered non-responsive.
- 42. Financial Proposal Opening**
- 42.1 In the case of QCBS and FBS, after the technical evaluation is concluded, and approved by the Client pursuant to Section 59 of the Public Procurement Act, 2006 and Rule 120 of the Public Procurement Rules, 2008, and approval/concurrence of the donor agencies/ Development partners on the recommendations of the PEC is obtained (where required), the Client shall notify in writing, those Consultants that have secured the minimum Technical Points (Tp), indicating the date, time and location for opening the Financial Proposals; the date being usually not less than one (1) week after such notification.
- 42.2 The Client shall simultaneously notify those Consultants whose Technical Proposals did not secure the minimum Technical Points (Tp) or were considered non-responsive to the RFP and ToR, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 42.3 Financial Proposals of those who secured the minimum Technical Points (Tp) shall be opened by the PEC publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, the Technical Points, and the Proposal Prices shall be read aloud and recorded when the Financial Proposals are opened.

- 42.4 The Client shall prepare minutes of the public opening as stated under ITC Sub Clause 42.3 and, these shall be furnished, upon request, to Consultants who's Financial Proposals were opened. Representatives who attend the public opening shall sign an attendance sheet. Copy of the record shall be furnished to the donor agency/ Development Partner.
- 43. Proposal: Financial Evaluation**
- 43.1 The Client's PEC will review the detailed content of each Financial Proposal. During the review, the PEC and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information on financial aspects from any Consultant who has submitted a Financial Proposal.
- 43.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced shall be deemed to be included in the prices of other activities or items of the Proposal, as stated under ITC Sub Clause 25.2.
- 43.3 The evaluation, shall exclude all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law but to be paid under the Contract, unless otherwise the Consultant is exempted by the Government.
- 43.4 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial Points (Fp) of 100. The Financial Points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 43.5.
- 43.5 The points for other Financial Proposals, as stated under ITC Sub Clause 43.4, shall be computed using the formulae:
- $$F_p = \frac{100 \times F}{F_m}; \text{ Fp being the Financial Point of the Proposal}$$
- under evaluation, Fm being the lowest Financial Proposal Price and, F being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as stated under ITC Sub Clause 43.2 43.6 and 44.

- 43.6 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; (i) if the Time-Based form of contract has been included in the RFP, PEC shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the Proposal Price, (ii) if the Lump Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

[For the purpose of ITC Sub Clause 43.6, if a Technical Proposal indicates the presence of the Team Leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount]

44. Correction of Arithmetical

- 44.1 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:
- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected; and
 - ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - iii. if there is a discrepancy between wording and figures, the former will prevail.

- 44.2 The Consultant shall be kept informed of such errors discovered during arithmetic corrections stated under ITC Sub Clause 43.1.

45. Proposal: Combined Evaluation

- 45.1 In the case of QCBS, the Proposals will be ranked according to their Combined Scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1), pursuant to Rule 117 (24) (b) and 121 of the Public Procurement Rules, 2008, as specified in the PDS: Combined Score, $C_s = T_s(\text{Technical Score}) + F_s(\text{Financial Score})$; [T_s being $T_p \times T\%$ and F_s being $F_p \times F\%$].
- 45.2 In the case of FBS, the Client will select the Consultant that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget amount excluding all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law, if the Contract is awarded.
- 45.3 In the case of FBS, adjustments made by the PEC to correct omissions or inconsistencies detected during the evaluation of the Financial Proposal if raises the Proposal Price above the available budget indicated in the RFP, the Proposal shall be considered non-responsive.
- 45.4 Proposal Prices, in the case of FBS, that exceed the indicated budget will result in non-responsiveness of the Proposal.

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| 46. Proposal Negotiation:
General | 46.1 Negotiations shall commence by considering the comments, suggestions, and requests made by the PEC on both Technical and Financial Evaluation Reports and recommendations thereupon, of its Competent Authority.

46.2 Negotiations will be held at the address indicated in the PDS by the PEC, in phases where unavoidable, with participation of the Client with the aim to reach agreement on all points and sign a Contract.

46.3 The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.

46.4 In the case of QCBS, the Consultant securing the highest Combined Score (Cs) in accordance with ITC Sub Clause 45.1 will be invited for negotiation as stated under ITC Clauses 46 to 50.

46.5 In the case of FBS, the Consultant that submitted the highest ranked Technical Proposal selected in accordance with ITC Sub Clause 45.2 will be invited for negotiation as stated under ITC Clauses 46 to 50. |
| 47. Proposal Negotiation:
Technical | 47.1 Technical negotiations will include discussions only on the Implementation Methodology of Terms of Reference, Work Plan and Detail Activity Schedule, Organizing and Staffing, Training Inputs if training is a major component; any suggestions made by the Consultant to improve the Terms of reference, and the Client's Services and Facilities, with a view to reconcile the Consultant's Proposal and the circumstances of the Client. These documents will then be incorporated in the Contract as "Description of Services".

47.2 The PEC may, in particular, require the invited Consultant to substitute a key staff, if it was found during evaluation that he/she is not fit enough for the proposed assignment. |
| 48. Proposal Negotiation:
Financial | 48.1 The negotiation will generally fine-tune the Financial Proposal incorporating the agreed-on technical modifications in the Proposal. |

- 48.2** In the case of QCBS, Fixed Budget Selection and the Least Cost Selection Method unless there are exceptional reasons negotiation of unit rates or prices of staff remuneration and others are not permissible. For other methods, Consultants will provide the Client with the information on remuneration of rates described in the Appendix attached to Section 5 [Social Charge+ Overhead].
- 48.3** In the case of QCBS and FBS, duration of expert's inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.
- 48.4** Pursuant to Section- 60(3) of the Public Procurement Act, 2006, the Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this Intellectual and Professional Services
- 48.5** Unless the Consultant and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 27.1, on the Consultant, proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the Consultant during negotiation and, requisite provisions shall be made for them in the Contract Price.
- 48.6** If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract.
- 49. Availability of Professional staff/experts**
- 49.1** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available.
- 49.2** The Client will not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.
- 49.3** In the event, as stated under ITC Sub Clause 49.2, substitution of the Key Professional staff(s) with equivalent or higher qualifications may be permissible.
- 49.4** If this is not the case and if it is established that the Key Professional staff/experts were offered in the Proposal without confirming their availability, the Consultant may be disqualified.
- 50. Proposal Negotiations: Conclusion**
- 50.1** The PEC with participation of the Client and the successful Consultant shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.

- 50.2 If negotiation fails, the PEC, will negotiate with the next highest evaluated Consultant, and similarly with other evaluated Consultants until a Contract is signed, but it shall not negotiate simultaneously with more than one Consultant.
- 51. Rejection of all Proposals**
- 51.1 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to the Contract award, without thereby incurring any liability to the Consultants.
- 51.2 All Proposals received by the Client shall be returned unopened to the Consultants in the event the Procurement proceedings are annulled as stated under ITC Sub Clause 51.1.
- 51.3 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client, pursuant to Rule 123 of the Public Procurement Rules,2008, reject them under the following grounds -
- a. The Proposals containing major deficiencies in responding to the RFP.
 - b. The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.
- Evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
- 52. Informing Reasons for Rejection**
- 52.1 Notice of the rejection, will be given promptly within seven (7) days of decision taken by the Client to all Consultants, and the Client will, upon receipt of a written request, communicate to any Consultant the reason(s) for its rejection but is not required to justify those reason(s).
- F. Contract Award**
- 53. Award of Contract**
- 53.1 The Client shall, within seven (7) working days of receipt of approval of the Contract and concurrence of the Donor Agency/Development Partner and provided that no complaint or appeal has been lodged or is still under consideration prior to the Proposal validity period, invite the successful Consultant to sign the Contract; so that the Contract comes into force before expiration of the Proposal validity
- 54. Publication of Award of Contract**
- 54.1 Particulars relating to award of Contract of Taka ten (10) million andbelow, in prescribed format, shall be notified by the Client to the Central Procurement Technical Unit within seven (7) days of signing of the Contract for publication in their website, and that notice shall be kept posted for not less than a month.

- 54.2 In case of an international procurement (of services), after conclusion of the successful negotiation, the Client shall arrange publish the Contract Award in the UNDB on line and in the Development Gateway and promptly notify all Consultants who have submitted Proposals.
- 55. Debriefing**
- 55.1 The Client shall, following signing of the Contract with the successful Consultant, promptly notify the other Consultants whose Proposals were technically responsive that they have been unsuccessful and return those unopened Financial Proposals..
- 55.2 Debriefing of Consultants by the Client shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her without disclosing information about any other Consultant.
- 55.3 In the case of debriefing, confidentiality of the evaluation process shall be maintained.
- 56. Commencement of Services**
- 56.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.
- 57. Consultants Right to Complain**
- 57.1 Any short-listed Consultant has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Client to fulfil its obligations.
- 57.2 Circumstances in which a formal complaint may be lodged in sequence by the short-listed Consultant against the Client and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.
- 57.3 The short-listed Consultant shall submit his or her complaint in writing within seven (7) days of becoming aware of the circumstances giving rise to the complaint.
- 57.4 In the first instance, the short-listed Consultant shall submit his or her complaint to the Client who issued the RFP Document.
- 57.5 The place and address for the first stage in the submission of complaints to the administrative authority is provided in the PDS.
- 57.6 A short-listed Consultant may appeal to a Review Panel only when that Consultant has exhausted all his or her options of complaints to the administrative authority as stated under ITC Sub Clause 57.2.

Section 2. Proposal Data Sheet

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
	RFP IDENTIFICATION NO: PD/Paira/01 dated :31.12.2012
ITC 1.1	<p>Name of the Client : Chief Engineer Roads & Highways Department Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh</p> <p>Authorised Representative: Project Director Paira Bridge (Lebukhali Bridge) Construction Project</p> <p>The provision of the Services is:</p> <p>Design and Construction-Supervision of the Paira Bridge (Lebukhali Bridge) over the river Paira on Barisal-Patuakhali Road, Bangladesh</p> <p>The Method of selection is: Quality and Cost Based Selection (QCBS)</p>
ITC 1.3	<p>The assignment is phased as follows:</p> <p>Design Phase – 6 months Construction-supervision Phase – 33 months.</p> <p>The assignment is to be completed within 54 months (Including 12 months Defect Liability Period and 3 months for selection of contractor)</p>
ITC 3.1	The source of Public Fund is Government of Bangladesh (GoB) and Kuwait Fund for Arab Economic Development (KFAED)
ITC 3.3	The name of the Development Partner (DP) is Kuwait Fund for Arab Economic Development (KFAED)
ITC 7.1	Materials, equipments and supplies used by the Consultant are not permitted if they have originated in Israel
ITC 15.1	<p>Clarifications may be requested not later than 32 days before the submission date.</p> <p>For clarification of Proposals the Client's address is:</p> <p>Attention: Project Director Paira Bridge (Lebukhali Bridge) Construction Project</p> <p>Address: Room no-422, Block- A, Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh</p> <p>Telephone number: +88 02 9557498</p> <p>Facsimile number: +88 02 9557498</p> <p>Electronic mail address: pd.paira@gmail.com</p>

ITC 16.1	<p>A Pre-Proposal Meeting will be held at:</p> <p>Place: Chief Engineer's Conference Room, Block-A, 1st Floor, Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh.</p> <p>Date : 17 January 2013 Time:10:30 hrs.</p>																																																											
ITC 21.1 (c)	<p>Other documents required to be submitted with the Proposal are: Nil</p>																																																											
ITC 23.11	<p>The total estimated number of professional staff-months required for the assignment is 469.</p>																																																											
ITC 23.12	<p>The Financial Proposal shall not exceed the available budget (excluding the amount of tax obligations under the Applicable Law) of [insert amount in Taka]</p> <p>Not Applicable</p>																																																											
ITC 23.13	<p>The minimum required qualification and experience of professional staff are as follows:</p> <p>1. Professional Staff for both phases:</p> <p>a. (International Staff):</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Position</th> <th>Minimum Academic Qualification</th> <th>No. of years of professional experience</th> <th>Specific Experience</th> <th>Man-months (Design+ Supervision)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Team Leader/Sr. Bridge Engineer</td> <td>B.Sc in Engineering (Civil)</td> <td>25</td> <td>Experience of working as a Team Leader in at least 1 bridge project and should have experience in design or supervision in extradosed or box-girder bridge</td> <td>8+34=42</td> </tr> <tr> <td>2.</td> <td>Sr Contract Specialist</td> <td>B.Sc in Engineering (Civil)</td> <td>20</td> <td>Minimum 10 years of overseas experience in Contract administration of bridge/road project.</td> <td>4+15=19</td> </tr> <tr> <td></td> <td>Sub-total 1(a)</td> <td></td> <td></td> <td></td> <td>12+49=61</td> </tr> </tbody> </table> <p>b. (Local Staff):</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Position</th> <th>Minimum Academic Qualification</th> <th>No. of years of professional experience</th> <th>Specific Experience</th> <th>Man-months (Design+ Supervision)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Deputy Team Leader</td> <td>B.Sc in Engineering (Civil)</td> <td>25</td> <td>Minimum 3 years experience of working as a Deputy Team Leader in at least one bridge project</td> <td>8+33=41</td> </tr> <tr> <td>2</td> <td>Contract Engineer</td> <td>B.Sc in Engineering (Civil)</td> <td>20</td> <td>7 years experience of working as Contract Engineer in a major bridge/road project</td> <td>7+32=39</td> </tr> <tr> <td>3</td> <td>Environmental Engineer</td> <td>B.Sc in Engineering (Civil)</td> <td>15</td> <td>5 years experience in preparation and implementation of Environmental Management Plan in one major bridge project</td> <td>4+4=8</td> </tr> <tr> <td>4</td> <td>Electrical Engineer</td> <td>B.Sc in Engineering (Electrical)</td> <td>10</td> <td>Experience of design and supervision of electrical works in at least one major bridge project</td> <td>1+2=3</td> </tr> </tbody> </table>						Sl. No	Position	Minimum Academic Qualification	No. of years of professional experience	Specific Experience	Man-months (Design+ Supervision)	1.	Team Leader/Sr. Bridge Engineer	B.Sc in Engineering (Civil)	25	Experience of working as a Team Leader in at least 1 bridge project and should have experience in design or supervision in extradosed or box-girder bridge	8+34=42	2.	Sr Contract Specialist	B.Sc in Engineering (Civil)	20	Minimum 10 years of overseas experience in Contract administration of bridge/road project.	4+15=19		Sub-total 1(a)				12+49=61	Sl. No	Position	Minimum Academic Qualification	No. of years of professional experience	Specific Experience	Man-months (Design+ Supervision)	1	Deputy Team Leader	B.Sc in Engineering (Civil)	25	Minimum 3 years experience of working as a Deputy Team Leader in at least one bridge project	8+33=41	2	Contract Engineer	B.Sc in Engineering (Civil)	20	7 years experience of working as Contract Engineer in a major bridge/road project	7+32=39	3	Environmental Engineer	B.Sc in Engineering (Civil)	15	5 years experience in preparation and implementation of Environmental Management Plan in one major bridge project	4+4=8	4	Electrical Engineer	B.Sc in Engineering (Electrical)	10	Experience of design and supervision of electrical works in at least one major bridge project	1+2=3
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5	Social Impact Specialist	Masters degree	20	Experience of working as Social Impact Specialist/Sociologist in a major road/bridge project	4+4=8
6	Quantity Surveyor	B.Sc in Engineering (Civil)	10	5 years experience in quantity survey of road or bridge project	6+32=38
	Sub-total 1(b)				30+107=137

2. Professional Staff for Design Phase only:

a. (International Staff):

Sl. No	Position	Minimum Academic Qualification	No. of years of professional experience	Specific Experience	Man-months
1.	Sr. Bridge Design Specialist	B.Sc in Engineering (Civil)	20	Design experience of at least 1 Extradosed Bridge of length not less than 500 m.	5
2.	Sr. Foundation/Geotechnical Engineer	B.Sc in Engineering (Civil)	15	Design experience as Foundation / Geotechnical Engineer in major bridge project	3
3.	Sr. Hydraulic/R T Engineer	B.Sc in Engineering (Civil)	20	Experience in design of River Training and Protective Works for a bridge with river width not less than 400m.	2
	Sub-total 2(a)				10

b. (Local Staff):

Sl. No.	Position	Minimum Academic Qualification	No. of years of professional experience	Specific Experience	Man-months
1	Hydraulic/RT Engineer	B.Sc in Engineering (Civil)	20	10 years experience in design of major river training work	4
2	Highway Design Engineer	B.Sc in Engineering (Civil)	15	5 years highway design experience	2
3	Structural Design Engineer	B.Sc in Engineering (Civil)	15	10 years experience in bridge design. Experience in box girder/extradosed bridge design is preferred.	6
4	Foundation/Geotechnical Engineer	B.Sc in Engineering (Civil)	15	Foundation design experience of at least one major bridge	5
	Sub-total 2(b)				17

3. Professional Staff for Construction-supervision Phase only:

a. (International Staff):

Sl. No	Position	Minimum Academic Qualification	No. of years of professional experience	Specific Experience	Man-months
1.	Sr. Foundation/Geotechnical Engineer	B.Sc in Engineering (Civil)	15	Supervision experience as Foundation / Geotechnical Engineer of major bridges	6
2.	Sr. Hydraulic/R T Engineer	B.Sc in Engineering (Civil)	20	Experience in design and supervision of River Training and Protective Works.	2
3.	Sr. Bridge Engineer	B.Sc in Engineering (Civil)	20	Supervision experience of at least 1 Extradosed Bridge of length not less than 500 m.	18
4.	Sr. Material and Quality Control Engineer	B.Sc in Engineering (Civil)	20	At least 10 years experience of working as Material and quality control engineer in bridge construction project	15
5.	O & M Specialist	B.Sc in Engineering (Civil)	20	Experience as O & M Specialist of at least 2 major bridge project in developing countries	2
	Sub-total 3(a)				43

b. (Local Staff):

Sl. No	Position	Minimum Academic Qualification	No. of years of professional experience	Specific Experience	Man-months
1	Resident Engineer	B.Sc in Engineering (Civil)	20	At least 5 years experience of supervision of at least 2 bridge project	32
2	Material and Quality Control Engineer	B.Sc in Engineering (Civil)	20	Experience of testing and analysis of material	26
3	Hydraulic/RT Engineer	B.Sc in Engineering (Civil)	20	Experience in design/supervision of major river training works	6

	4	Bridge Engineer -02 nos	B.Sc in Engineering (Civil)	15	Supervision experience of at least one major bridge	2x32=64																																																																
	5	Foundation Engineer	B.Sc in Engineering (Civil)	15	Supervision experience of at least one major bridge	9																																																																
	6	Junior Engineer (02 nos)	B.Sc in Engineering (Civil)	8	2 years experience of working in at least one major bridge	2x32=64																																																																
	Sub-total 3(b)					201																																																																
ITC 24.1(i)	Training is a specific component of this assignment. The details of training have been described in Section-6: Terms of Reference (ToR)																																																																					
ITC 24.1(j)	Additional information on the Technical Proposal includes: Not Applicable																																																																					
ITC 25.1	<p>1. Reimbursable Expenses in Design Phase</p> <p>a. Reimbursable Expenses in Design Phase (International)</p> <table border="1"> <thead> <tr> <th>SL. No.</th> <th>Item</th> <th>Unit</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Residential accommodation for long term expatriate personnel</td> <td>Month</td> <td>8</td> </tr> <tr> <td>2</td> <td>Setting of Team Leader's house</td> <td>Lump sum</td> <td>1</td> </tr> <tr> <td>3</td> <td>Per diem for short-term expatriate personnel</td> <td>day</td> <td>420</td> </tr> <tr> <td>4</td> <td>International travel cost</td> <td>Round Trip</td> <td>7</td> </tr> <tr> <td>5</td> <td>Miscellaneous expenses for travel (visa, local transport, insurance etc)</td> <td>Round Trip</td> <td>7</td> </tr> </tbody> </table> <p>b. Reimbursable Expenses (national)</p> <table border="1"> <thead> <tr> <th>SL. No.</th> <th>Item</th> <th>Unit</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Out of pocket expenses for National staff and the Team Leader</td> <td>Day</td> <td>95</td> </tr> <tr> <td>2</td> <td>Communication Cost, telecommunication cost including cellular phone, e-mail, Fax, Postage, Courier etc.</td> <td>Month</td> <td>9</td> </tr> <tr> <td>3</td> <td>Drafting, reproduction of reports</td> <td></td> <td></td> </tr> <tr> <td>i)</td> <td>Inception Report</td> <td>Copy</td> <td>10</td> </tr> <tr> <td>ii)</td> <td>Progress Report (Monthly)</td> <td>Copy</td> <td>45</td> </tr> <tr> <td>iii)</td> <td>Hydrology and Morphology study report</td> <td>Copy</td> <td>7</td> </tr> <tr> <td>iv)</td> <td>Design report and drawings</td> <td>Set</td> <td>9</td> </tr> <tr> <td>v)</td> <td>Draft Tender document</td> <td>Set</td> <td>5</td> </tr> <tr> <td>vi)</td> <td>Final Tender document</td> <td>Set</td> <td>30</td> </tr> </tbody> </table>						SL. No.	Item	Unit	Qty	1	Residential accommodation for long term expatriate personnel	Month	8	2	Setting of Team Leader's house	Lump sum	1	3	Per diem for short-term expatriate personnel	day	420	4	International travel cost	Round Trip	7	5	Miscellaneous expenses for travel (visa, local transport, insurance etc)	Round Trip	7	SL. No.	Item	Unit	Qty	1	Out of pocket expenses for National staff and the Team Leader	Day	95	2	Communication Cost, telecommunication cost including cellular phone, e-mail, Fax, Postage, Courier etc.	Month	9	3	Drafting, reproduction of reports			i)	Inception Report	Copy	10	ii)	Progress Report (Monthly)	Copy	45	iii)	Hydrology and Morphology study report	Copy	7	iv)	Design report and drawings	Set	9	v)	Draft Tender document	Set	5	vi)	Final Tender document	Set	30
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vii)	Land acquisition plan	Set	10
viii)	Environmental Management Plan	Set	7
ix)	Social Action Plan	Set	7
4	Rental Office accommodation including all furniture, equipment software, consumables, utility charges, security, etc.	Month	9
5	Other transportation		
	Vehicles on rental basis including operation and maintenance	V-M	36
6	Survey/study/investigation: i) Topographic survey ii) Geotechnical investigation iii) Hydrological study/survey iv) Morphological study/survey v) Environmental study/survey vi) Resettlement/ Social survey	Lump sum	1
		Lump sum	1

c. Support staff in design phase:

Sl no	position	Man-month
1	Office Manager/Secretary	9
2	Accountant	9
3	Computer Operator	9
4	CAD Operator	12
5	Photocopy Machine Operator	9
7	Office assistant, Messenger, Etc.(2nos)	18
8	Laboratory Technician	3
	Sub-total =	69

2. Reimbursable Expenses in Construction-supervision phase:

a. Reimbursable Expenses in Construction-supervision (International)

SL. No.	Item	Unit	Qty
1	Residential accommodation for long term expatriate personnel	Month	82
2	Per diem for short-term expatriate personnel	day	300
3	International travel cost	Round Trip	12
4	Miscellaneous expenses for travel (visa, local transport, insurance etc)	Round Trip	12

b. Reimbursable Expenses in Construction-supervision (national)

SL. No.	Item	Unit	Qty
1	Per diem for National staff and long term expatriate staff	day	224
2	Communication Cost, telecommunication cost including cellular phone, e-mail, Fax, Postage, Courier	Month	33
3	Drafting, reproduction of reports		
i)	Progress Report (Monthly)	Copy	165
ii)	Resettlement Completion Report	Copy	10
iii)	Project Completion Report	Copy	10
4	Rental Office accommodation including all furniture, equipment, consumables, utility charges, security, etc. (Team Leader's Dhaka Office)	Month	33

c. Support staff in construction-supervision phase:

Sl no	Position	Man-month
	Team Leader's Dhaka Office (Liaison office) max ^m 150sq. m. area	
1	Office Manager/Secretary	36
2	Accountant	36
3	Computer Operator	36
4	CAD Operator	12
5	Photocopy Machine Operator	36
6	Office Assistant, Messenger, Etc.(2nos)	72
	For Field Office	
1	Office Manager/Secretary	33
2	Computer Operator	33
3	CAD Operator	12
4	Photocopy Machine Operator	33
5	Office boy, Messenger, Etc.(2nos)	66
6	SAE/Site Supervisors (4nos)	132
7	Surveyor	20
8	Laboratory Technician	33
	Sub-total =	590

d. Provisional sum

	Arrangement of Training/Study Tour	BDT 20,000,000.00 (twenty million)
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ITC 27.1	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes The Client will pay such taxes on behalf of the Consultant
ITC 28.1(a)	The Client will provide the following services, facilities and property: Described in Appendix-5 (Duties of the Client)
ITC 29.1	The currency of the Proposal shall be: US Dollar, Kuwaiti Dinar and Bangladeshi Taka
	Consultant to state local cost in the national currency: Yes
ITC 30.2	Proposals shall remain valid for 120 days after the Proposal submission date.
ITC 32.2	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal in separate sealed envelop and 05 (five) copies of the Technical Proposal.
ITC 33.3(b), 34.1 and 36.1	The Proposal to be addressed to, received by and, opened at the address is: Project Director Paira Bridge (Lebukhali Bridge) Construction Project Room no-422, Block- A, Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh
	Proposals must be submitted not later than the following Date: 18 February 2013 Time:15:00 hrs

ITC 41.2	The points to be given under each of the evaluation criteria are:	
	<u>Criteria, sub-criteria</u>	<u>Points</u>
	(i) Specific experience of the Consultant relevant to the assignment.	10
	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference.	
	(a) Technical Approach and Methodology	15
	(b) Work plan	5
	(c) Organization and staffing	10
	Total points for criterion (ii):	30
	(iii) Professional staff qualifications and competence for the assignment	60
	International Staff for both phases	
	Team Leader/Sr. Bridge Engineer	7
	Sr Contract Specialist	5
	Local Staff for both phases	
	Deputy Team Leader/Sr Highway Engineer	5
	Contract Engineer	2
	Environmental Engineer	1
	Electrical Engineer	1
	Social Impact Specialist	1
	Quantity Surveyor	1
	International Staff for Design Phase only	
	Sr. Bridge Design Specialist	5
	Sr. Foundation/Geotechnical Engineer	3
	Sr. Hydraulic/R T Engineer	2
	Local Staff for Design Phase only	
	Hydraulic/RT Engineer	1
	Highway Design Engineer	1
	Structural Design Engineer	2

	Foundation/Geotechnical Engineer	1
	International staff for Construction-supervision phase only	
	Sr. Foundation/Geotechnical Engineer	2
	Sr. Hydraulic/R T Engineer	1
	Sr. Bridge Engineer	3
	Sr. Material and Quality Control Engineer	3
	O & M Specialist	1
	Local staff for Construction-supervision phase only	
	Resident Engineer	3
	Material and Quality Control Engineer	2
	Hydraulic/RT Engineer	1
	Bridge Engineer -02 nos	(2+2)=4
	Foundation Engineer	1
	Junior Engineer (02 nos)	1
	Total points for criterion (iii):	60
	<i>points to be assigned to each of the above position or discipline shall be determined considering the following criteria and relevant percentage weights:</i>	
	General Qualifications:	20%
	Adequacy for the assignment	60%
	Time with the firm	10%
	Experience in SAARC/ASEAN region	10%
	Total Weight:	100%
	TOTAL POINTS	100
ITC 41.4	The minimum Technical Points (Tp) required to pass is 70	
ITC 45.1	The weights given to the Technical and Financial Proposals are: T = 0.75 and F = 0.25	
ITC 46.2	The address for Contract negotiations is: Project Director	

	Paira Bridge (Lebukhali Bridge) Construction Project Room no-422, Block- A, Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh
ITC 56.1	The assignment is expected to commence on March 2013 at Lebukhali, Patuakhali, Bangladesh.
ITC 57.5	The name and address of the office where complaints to the Client under Rule 57 of the PPR, 2008 are to be submitted is Project Director Paira Bridge (Lebukhali Bridge) Construction Project Room no-422, Block- A, Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh

Section 3. General Conditions of Contract

A. General Provisions

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) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers.
 - (c) **Client** is the party named in the PCC who engages the Consultant to perform the Services.
 - (d) **Completion** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (e) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Client, in accordance with GCC Clause 57.1.
 - (f) **Consultant** is a person who has been shortlisted 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.
 - (g) **Contract Agreement** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (h) **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.
 - (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 50.1.
 - (j) **Day** means calendar day unless otherwise specified as working days..
 - (k) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 18.1.
 - (l) **Foreign Currency** means any currency other than the currency of the Client's country.
 - (m) **GCC** mean the General Conditions of Contract.
 - (n) **Government** means the Government of the People's Republic of Bangladesh.

- (o) **Intended Completion Date** is the date on which it is intended that the Consultant shall complete the Services as specified in the PCC.
- (p) **Local Currency** means the currency of the Client's country.
- (q) **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.
- (r) **Month** means calendar month
- (s) **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.
- (t) **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 24.1.
- (u) "**Public funds**" means any funds allocated to the Client under Government budget, or loan, grants and credits placed at the disposal of the Client through the Government by the **Development Partners or foreign states or organizations**.
- (v) **Reimbursable expenses** mean all assignment-related costs other than Consultant's remuneration.
- (w) **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.
- (x) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- (y) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendices 1 to 7** of the Contract Agreement.
- (z) **Sub-Consultant** means any person or entity to whom/which part of the Services is sub-consulted.
- (aa) **Third Party** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (bb) **In Writing** means communicated in written form with proof of receipt.

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 shall be written in English. 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. Commissions and Fees**
- 9.1 The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

- 10. Joint Venture, Consortium or Association (JVCA)**
- 10.1 If the consultant is a Joint Venture all of the parties shall sign the Contract Agreement.
 - 10.2 Each partner of the Joint Venture (this does not include sub consultancy) shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract.
 - 10.3 The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client.
- 11. Authority of Member in Charge**
- 11.1 In case the Consultant is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client.
- 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 & Duties**
- 15.1 The Consultant, Sub-Consultant and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the PCC, the amount of which is deemed to have been included in the Contract Price.
- 16. Corrupt, Fraudulent, Collusive or Coercive Practices**
- 16.1 The Government requires that Client, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.

16.2 For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice"¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause 36.1

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

16.4 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**

¹ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A "party" refers to a participant in the selection process or contract execution.

to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

16.5 The Government requires that Client, as well as Consultants 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).

16.6 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

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.
19. Termination of Contract for Failure to Become Effective	19.1 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-one (21) 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.
20. Commencement of Services	20.1 The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC
21. Expiration of Contract	21.1 Unless terminated earlier pursuant to GCC Clauses 63 to 66, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC or any extension of time approved by the Client
22. Modifications or Variations	22.1 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.

- 22.2 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.
- 22.3 In cases of substantial modifications or variations, the prior written consent of the Donor Agency/ Development Partner, would be required.
- 22.4 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 22.2. 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.
- 22.5 Variation Orders, as stated under GCC Sub Clause 22.2, 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**.
- 22.6 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 22, the breakdown of the unit price provided in Forms 5B3 and 5B4 shall be the basis.

C. Consultant's Personnel and Sub-Consultants

23. General
- 23.1 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.
24. Description of Personnel
- 24.1 The title, agreed job description, minimum qualification and period of engagement in carrying out of the Services of each of the Consultant's Key Personnel has already been approved by the Client as are described in **Appendix 3**, to the Contract.
- 24.2 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 47.2 of this Contract, this will follow procedures as stated under GCC Clause 22, including prior review where necessary.

- 25. Approval of Personnel**
- 25.1 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). If the Client does not object in writing (stating the reasons for objection) within twenty one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the client.
- 26. Working Hours, Overtime, Leave etc.**
- 26.1 Working hours and holidays for Key Personnel are set forth in **Appendix 4** to the contract. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- 26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in **Appendix 4** to the contract and except as specified in such **Appendix**, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in **Appendix 3** to the contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 27. Removal and/or Replacement of Personnel**
- 27.1 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.
- 27.2 If the Client
- (a) finds that any of the Personnel has committed serious conduct 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 27.1, acceptable to the Client.
- 27.3 Any of the Personnel provided as a replacement under GCC Sub Clauses 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses (including expenditures due to number of eligible dependents) 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.

27.4 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.

27.5 If required by the PCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident **project manager**, acceptable to the Client, shall take charge of the performance of such Services.

D. Obligations of the Consultant

28. Standard of Performance

28.1 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 Third Parties.

29. Conflict of Interests

29.1 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

30. Consultant Not to Benefit from Commissions Discounts etc.

30.1 The remuneration of the Consultant as stated under GCC Clauses 44, 46 and 48 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 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.

30.2 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.

- 31. Consultant and Affiliates not to Engage in Certain Activities**
- 31.1 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 .
- 32. Prohibition of Conflicting Activities**
- 32.1 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.
- 33. Confidentiality**
- 33.1 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]*
- 34. Liability of the Consultant**
- 34.1 Pursuant to Rule 125 (4) of the Public Procurement Rules, 2008, the Consultant, in lieu of furnishing any Performance Security, shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.
- 34.2 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.
- 34.3 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.
- 34.4 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 28 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 28 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.
- 34.5 In addition to any liability the Consultant may have under GCC Clause 28, the Consultant shall, pursuant to Rule 125 (5) of the Public Procurement Rules, 2008, at their own cost and expense, upon request of Client; re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 28.
- 34.6 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:
- (d) 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
 - (e) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.
- 35. Insurance to be taken out by the Consultant**
- 35.1 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.
- 36. Accounting, Inspection and Auditing**
- 36.1 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.
- 36.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 37. Consultant's Actions Requiring Client's Prior Approval**
- 37.1 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.
- 37.2 Notwithstanding any approval under GCC Sub Clause 37.1(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.
- 38. Reporting Obligations**
- 38.1 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**.
- 39. Proprietary Rights on Documents Prepared by the Consultant**
- 39.1 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 (both hard copy and softcopy in CD) to the Client, together with a detailed inventory.
- 39.2 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.
- 39.3 Other restrictions, if any, about the future use of these documents and software, if any, shall be as specified in the PCC.
- 40. Proprietary Rights on Equipment and Materials Furnished by the Client.**
- 40.1 Equipment, vehicles, 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.

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.

- 40.2 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

41. Assistance and Exemptions

- 41.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
 - (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
 - (d) 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;
 - (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
 - (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services
 - (g) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the PCC.

42. Access to Land

- 42.1 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.

- 43. Change in the Applicable Law Related to Taxes**
- 43.1 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 47.2.
- 44. Services, Facilities and Property**
- 44.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services facilities and properties described in Appendix 5 to the Contract at the times and in the manner specified.
- 44.2 In case that such services, facilities and property shall not be made available to the Consultant as specified in Appendix 5, the Parties shall agree on:
- i. any time extension that may be appropriate to grant to the Consultant for the performance of the Services;
 - ii. the manner in which the Consultant shall procure any such services and facilities from other sources, and
 - iii. the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.
- 45. Payment**
- 45.1 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 47 to 56.
- 46. Counterpart Personnel**
- 46.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
- 46.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on;
- (a) how the affected part of the Services shall be carried out, and
 - (b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub Clause 47.3.
- 46.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform

adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

F. Payments to the Consultants

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| 47 Cost Estimate of Services: | 47.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract. |
| Ceiling Amount\ | 47.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 47.3, payments under this Contract shall not exceed the ceilings in foreign currency and local currency as specified in the PCC. |
| | 47.3 Notwithstanding GCC Sub Clause 47.2, if pursuant to any of the GCC Clauses 44, 46 or 48, the Parties shall agree that additional payments in local and/or foreign currency 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 47.1 above, the ceiling set forth in GCC Sub Clause 47.2 above shall be increased by the amount of any such additional payments. |
| 48 Payments: General\ | 48.1 All payments under this Contract shall be made to the account of the Consultant as specified in the PCC. Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's country. |
| | 48.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the contract, may be charged to the physical contingency provided for only if the Client approved such expenditures prior to being incurred. |
| | 48.3 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. |
| 49 Remuneration and Reimbursable Expenses | 49.1 Subject to the ceiling specified in GCC Sub Clause 47.2, the Client shall pay to the Consultant <ul style="list-style-type: none">(a) Remuneration as set forth in GCC Sub Clause 49.2; and(b) Reimbursable Expenses as set forth in GCC Sub Clause 49.3. Unless otherwise specified in the PCC, the said remuneration shall be fixed for the duration of the Contract. |
| | 49.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined (or such other date as the Parties shall agree in writing) in accordance with GCC Clause 21, at the rates referred to in the PCC. |

- 49.3 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the PCC.
- 49.4 The remuneration rates referred to under Clause 49.1(a) above shall cover:
- a. such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as
 - b. factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and
 - c. the cost of backstopping by home office staff not included in the Personnel listed in Appendix 3.
 - d. the Consultant's fee.
- 49.5 Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
- 49.6 Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- 50 Contract Price**
- 50.1 The Contract Price is set forth in the PCC.
- 51 Modes of Billing and Payment**
- 51.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 52, 53 and 55.
- 52 Advance Payment**
- 52.1 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:
- (a) remain effective until sixty percent (60%) Advanced Payment has been adjusted as specified in the PCC; and
 - (b) be in the format as shown in Appendix 6
- 52.2 Advance Payments will be adjusted by the Client in equal instalments as specified in the PCC until fully offset.
- 53 Interim Payments**
- 53.1 Subject to the provision of Advance Payment stated in GCC Clause 52, as soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the PCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable

- pursuant to GCC Clauses 49 to 55 for such month, or any other period indicated in the PCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- 53.2 The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
- 53.3 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.
- 53.4 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- 54 Amendment to Contract**
- 54.1 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.
- 54.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules, including prior review where necessary.
- 55 Final Payment**
- 55.1 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.
- 56 Suspension of Payments**
- 56.1 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.

G. Time Control

- 57 Completion of Services** 57.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 21.1.
- 58 Early Warning** 58.1 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.
- 59 Extension of the Intended Completion Date** 59.1 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.
- 60 Progress Meetings** 60.1 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.
- 60.2 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.

H. Good Faith

- 61 Good Faith** 61.1 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.
- 62 Fairness in Operation** 62.1 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 74.

I. Termination and Settlement of Disputes

63 Termination for Default

63.1 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 thirty (30) days' written notice of termination to the other party.

63.2 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 56, within thirty (30) 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 Sub Clause 74.2;
- (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 Sub Clause 74.2 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.

64 Termination for Insolvency

64.1

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.
65 Termination for Convenience	65.1	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.
66 Termination because of Force Majeure	66.1	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.
67 Force Majeure	67.1	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.
	67.2	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.
	67.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
68 No Breach of Contract	68.1	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 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.

69 Measures to be Taken on Force Majeure	69.1	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.
	69.2	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.
	69.3	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	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
	(a)	demobilize, in which case the Consultant shall be 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.
70 Cessation of Rights and Obligations	70.1	Upon termination of the Contract pursuant to GCC Clauses 63 to 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except
	(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 33;
	(c)	the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 36; and
	(d)	any right which a Party may have under the Applicable Law.
71 Cessation of Services	71.1	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, 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 Clauses 39 and or 40.

72 Payment upon Termination	72.1 Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Client shall make the following payments to the Consultant:
	(a) payment pursuant to GCC Clause 47 to 55 for Services satisfactorily performed prior to the effective date of termination;
	(b) except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), & (c) and GCC Sub Clause 64.1 (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..
73 Disputes about Events of Termination	73.1 If either Party disputes whether an event specified in GCC Clause 63, 64 or 65 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 Clause 74.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
	73.2 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 74.
74 Settlement of Disputes	<p>74.1 Amicable Settlement</p> <p>If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 74.2</p> <p>shall apply.</p> <p>74.2 Arbitration</p> <p>(a) Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 74.1 may be submitted by either Party for settlement in accordance with the provisions specified in the PCC.</p> <p>(b) Notwithstanding any reference to arbitration herein</p> <ul style="list-style-type: none"> (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

Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO:PD/Paira/01 date 31.12.2012
1.1 (c)	<p>Name of the Client : Chief Engineer Roads & Highways Department Sarak Bhaban, Ramna, Dhaka-1000, Bangladesh</p> <p>Authorised Representative: Project Director Paira Bridge (Lebukhali Bridge) Construction Project</p>
1.1 (f)	<p>The Consultant is:</p> <p><i>[name, address and name of authorized representatives]</i></p>
1.1 (n)	The Intended Completion Date is September 2016
GCC 2.1	<p>The assignment is to be completed in the following phases:</p> <p>06 months for design phase 33 months for construction-supervision phase</p>
GCC 3.1	<p>The addresses for Communications and Notices are:</p> <p>Client : Chief Engineer Roads & Highways Department</p> <p>Attention : Project Director Paira Bridge (Lebukhali Bridge) Construction Project Room no-422, Block-A, Sarak Bhaban, Ramna, Dhaka</p> <p>Facsimile : +88 02 9557498</p> <p>E-mail : pd.paira@gmail.com</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>

GCC 6.1(e)	The following additional documents shall form the part of the Contract: None
GCC 8.1	Non eligible countries are: Israel
GCC 11.1	The Member in Charge is: [insert name with designation]. <i>If the Consultant consists of a joint venture, consortium or association of more than one entity, the name of the entity whose address is specified in GCC Clause 3.1 should be inserted here. If the Consultant consists only of one entity, this Clause should be deleted from the PCC]</i>
GCC 12.1	The Authorized Representatives are: For the Client : Project Director Paira Bridge (Lebukhali Bridge) Construction Project Room no 422, Block-A, Sarak Bhaban, Ramna Dhaka-1000 For the Consultant : [insert name with designation].
GCC 15.1	<p>The Client warrants that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that: <p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p>

	(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.
GCC 17.1	The conditions for effectiveness of the Contract are the following: none
GCC 18.1	The time for commencement of the Services shall be 14 (fourteen) days after the Effective Date of the Contract.
GCC 20.1	The Contract period shall be 54 months after the Effective Date of the Contract.
GCC 21.1	The Contract shall expire 54 months from the date of commencement unless terminated earlier pursuant to GCC clauses 63 to 66.
GCC 34.4(a)	The Consultant is notified of such actions, claims, losses or damages not later than 6 months after conclusion of the Services.
GCC 34.4(b)	The ceiling on Consultant's liability shall be limited to Contract amount.
GCC 35.1(a)	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bangladesh by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of Tk 10,000 (Taka ten thousand only) (b) Third Party liability insurance, with a minimum coverage of Tk 500,000 (Taka five hundred thousand only) (c) Professional Liability insurance, with a minimum coverage of an amount equal to the total remuneration of the consultancy contract. (d) Employer's Liability and Workers' Compensation insurance in respect of 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 (e) Insurance against loss of or damage to (i) equipment and materials purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

GCC 37.1(c)	The other actions that shall require Client's approval are: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.
GCC 39.3	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 41.1(g)	Assistance for carrying out the Services to be provided by the Client are; None
GCC 47.2	The Contract ceiling amount is: [insert amount]
GCC 48.1	The Bank Account is: [insert account with details]
GCC 49.1	Payments for remuneration shall remain fixed for the duration of contract.
GCC 50.1	The Contract Price is:
GCC 52.1	Advance Payment: 10 percent of the fees for the design phase shall be paid within 30 days after the Effective Date against the submission of a Bank Guarantee in prescribed format for the same. Bank Guarantee shall remain effective until advance payment is fully adjusted.
GCC 52.2	Advance Payment will be adjusted by the Client in the following manner: Advance payment will be adjusted through percentage deductions from the invoices. Deductions shall commence in the next invoice following that in which the total of invoices has reached ten percent (10%) of the fees for the design phase less provisional sums, and shall be made at the rate of twenty five percent (25%) or higher of the amount of all invoices in the types and proportionate amounts of currencies of the advance payment until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid by the end of the design phase.
GCC 53.1	The Consultant shall submit to the Client itemized statements at time intervals of one month.
GCC 53.3	The Consultant shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate; 0.00%

GCC 74.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague.</i> (c) If, in a dispute subject to Clause SC 74.2 , one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract for foreign consultants and the Arbitration Act (Act no 1 of 2001) in force in Bangladesh for local consultants. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the
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	<p>third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause PCC 74.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their Members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant or of any of their Members or Parties]; or (b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in The Hague. (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Section 5. Proposal & Contract Forms

5A. Technical Proposal - Standard Forms

[Comments in brackets provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

[Forms 5A1 to 5A8 are to be used for the preparation of the Technical Proposal according to the instructions as stated under ITC Sub Clause 23.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]

5A1 Technical Proposal Submission Form

5A2 Consultant's Organization and Experience

- a. Consultant's Organization
- b. Consultant's Experience

5A3 Comments or Suggestions on the Terms of Reference and, on Services, Facilities and Property to be provided by the Client

- a. On the Terms of Reference
- b. On the Counterpart Staff and, Client's Services, Facilities and Property

5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment

5A5 Work Schedule

5A6 Team Composition and Task Assignments

5A7 Staffing Schedule

5A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 5A1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes¹.

We are submitting our Proposal in association with: [insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or as Sub-Consultants]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in ITC Sub Clause 30.2 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence the consulting services related to the assignment not later than the date indicated in ITC Sub Clause 56.1 of the Proposal Data Sheet. We also confirm that the Government of Bangladesh has not declared us, or any Sub -Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document as stated under ITC Clause 4.

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

We remain,

Yours sincerely,

Authorised Signature <i>[in full and initials]</i>	
Name and designation of Signatory	
Name of Firm	
Address	

1 [In case the Consultant is required to submit a Technical proposal only, replace this sentence with " We are hereby submitting our Proposal, which includes this Technical Proposal" only]

2 [Delete in case no association is foreseen].

Form 5A2 Consultant's Organization and Experience

A - Consultant's Organisation

[Provide here a brief description (maximum two pages) of the background and organization of the Consultant and each associate for this assignment]

B - Consultant's Experience

Major Works Undertaken that best Illustrates Qualifications

[Using the format below, provide information on each assignment for which your firm and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages]

Assignment Name:	Approx. value of the contract in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of Staff-Months of the assignment:
Address:	Approx value of the services provided by your firm under the contract (in current US\$):
Start date: (Month/Year): Completion date (Month/Year):	No of Staff-Months of Professional Staff provided by associated Consultant:
Name of associated Consultants, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Detailed Narrative Description of Project:	
Detailed Description of Actual Services Provided by your Staff:	
Firm's Name:	

Form 5A3 Comments & Suggestions on the Terms of Reference and on Services & Facilities to be Provided by the Client

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

On Services, Facilities and Property

[Comment here on services, facilities and property to be provided by the Client as stated under ITC Sub Clause 28.1. Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form 5A4 Description of Approach, Methodology & Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This Chapter should incorporate any modifications to the ToR proposed by you. In case the ToR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this Chapter of the Technical Proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule of **Form 5A5**.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this Chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of **Form 5A6**, and the Staffing schedule of **Form 5A7**. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.

Form 5A5 - Work Schedule

¹Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2^aDuration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 5A6 Team Composition and Task Assignments

Form 5A7 Staffing Schedule

Nº	Name of Staff	Staff-month input by month ¹												Total staff-month input ²		
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field ³
1																
2																
3																
n																
														Total		

¹For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

²Months are counted from the commencement of the services. For each staff indicate separately staff-month input for home and field work.

³Field work means work carried out at a place other than the Consultant's home office.

Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

1. Proposed Position [only one candidate shall be nominated for each position]: _____	
2. Name of Firm [Insert name of firm proposing the staff]: _____ _____	
3. Name of Staff [Insert full name]: _____	
4. Date of Birth: _____ Nationality: _____	
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____ _____	
6. Membership of Professional Associations: _____ _____	
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: _____ _____	
8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: _____ _____	
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____ _____	
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]: From [Year]: _____ To [Year]: _____ Employer: _____ Positions held: _____	
11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

	Name of assignment or project: _____
	Year: _____
	Location: _____
	Client: _____
	Main project features: _____
	Positions held: _____
	Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____ Day/Month/Year

Full name of authorized representative: _____

5B. Financial Proposal - Standard Forms

[Comments in brackets] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

[Forms 5B1 to 5B4 are to be used for the preparation of the Financial Proposal according to the instructions as stated under ITC Sub Clause 25.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]

[The Appendix "Financial Negotiations- Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selections Based on Qualifications, or Single -Source Selection method is adopted, according to the indications provided under para..... of Section-----]

Form 5B1 Financial Proposal Submission Form

Form 5B2 Summary of Costs

Form 5B3 Breakdown of Costs by Activity

Form 5B4 Breakdown of Remuneration

Form 5B5 Breakdown of Reimbursable Expenses

Appendix Financial Negotiations- Breakdown of Remuneration Rates

Form 5B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amount in words and figures¹]. This amount is exclusive of local taxes, which we have estimated at [insert amount in words and figures] and, which shall be discussed during negotiations and shall be added to the above amount for determining the Contract Price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC Sub Clause 30.2 of the Proposal Data Sheet.

Commissions and Gratuities paid or to be paid by us to the agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount	Purpose of Commission or Gratuity

In accordance with GCC Sub Clause 36, we acknowledge and accept the Client's right to inspect and audit all records relating to our proposal irrespective of whether we enter into a Contract with the Client as a result of this Proposal.

We also declare that the Government of Bangladesh has not declared us or any Sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document as stated under ITC Clause 4.

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

We remain,

Yours sincerely,

Authorized signature [In full and initials]-----

Name and title of Signatory-----

Name of the Firm:-----

Address:-----

1 Amounts must coincide with the ones indicated under total cost of Financial Proposal

2 If applicable, replace this paragraph with: No Commissions or Gratuities have been paid or are to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract.

Form 5B2: Summary of Costs

Item	Costs			
	[Indicate Foreign Currency # 1] ¹	[Indicate Foreign Currency # 2] ¹	[Indicate Foreign Currency # 3] ¹	[Indicate Local Currency]
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form 5B3: Breakdown of Costs by Activity¹

Group of Activities (Phase):²	Description:³			
Cost component	Costs			
	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency]
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form 5B3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form5B2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form 5 A5
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form5B2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms 5B4, and 5B5.



Two handwritten signatures are present here, one appearing to be "S" and the other appearing to be "JW".

Form 5B4: Breakdown of Remuneration¹

(This Form-5B4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____								
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶	
Foreign Staff								
		[Home]						
		[Field]						
Local Staff								
		[Home]						
		[Field]						
Total Costs								

- 1 Form 5B4 shall be filled for each of the Forms 5B3- provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form 5A5
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form 5B2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.



Form 5B5: Breakdown of Reimbursable Expenses¹

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____								
Nº	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests,							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Client's personnel ⁶							
Total Costs								

- 1 Form 5B5 should be filled for each of the Forms 5B3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form 5B2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

d *dr*

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

¹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.



(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquaters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

5C. Standard form of Contract Agreement

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that 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
- (c) the Client has received a credit/ loan/ grant from [insert name of Development Partner] towards the cost of the services under this Contract, it being understood (i) that payments by the Development Partner will be made only at the request of the Client and upon approval by the Development Partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client.
[delete this Clause if not applicable].

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:

- (a) The Form of Contract;
- (b) The Particular Conditions of Contract (PCC);
- (c) The General Conditions of Contract (GCC),
- (d) The Appendices (1 to 7).

[If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix]

Appendix 1: Description of the Services

Appendix 2: Reporting Requirements

Appendix 3: Key Personnel and Sub Consultants and Hours of Work for Key Personnel

Appendix 4: Cost Estimates

Appendix 5: Duties of the Client- Services, Facilities and Property to be provided by the Client

Appendix 6: Form of Bank Guarantee for Advance Payment

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

IN WITNESS 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 [name of Client]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

[If the Consultant constitutes of more than one entity, all these entities should appear as signatories, in the following manner.]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

[Signature]

5D. Appendices

Appendix 1 Description of the Services

Include the final Terms of Reference worked out by the Client and the Consultant during Technical Proposal negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix 2 Reporting Requirements

List here format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix 3 Key Personnel and Sub Consultants- Hours of Works for Key Personnel

List hereunder:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.
- 3B Same information as 3A for Key local Personnel.
- 3C Same as 3A for Key Personnel to be assigned to work outside the Government's country
- 3D List of approved Sub Consultants (if already available); same information with respect to their Personnel as in 3A to 3C.

List here hours of work for Key Personnel; travel time to and from the country of the Government fro Foreign Personnel (Clause GCC 26.1); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay

Appendix 4 Cost Estimates

A. In Foreign Currency

Note: List hereunder cost estimates in foreign currency:

1. (a) *Monthly rates for Foreign Personnel (Key Personnel and other Personnel)*
(b) *Monthly rates for local Personnel (Key Personnel and other Personnel).*
(This should be added if local Personnel is also being paid in foreign currency)
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
(a) *Per diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Client's country.*
(b) *Air transport for Foreign Personnel:*

- (i) the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
 - (ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such Personnel will be entitled to such extra round trip only if upon their return to the Client's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
- (c) Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.
- (d) Miscellaneous travel expenses
- (i) for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;
 - (ii) the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.
- (e) International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.
- (f) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.
- (g) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).
- (h) The cost of transport of personal effects.
- (i) The rate for the programming and use of, and communication between, the computers for the purpose of the Services.
- (j) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.
- (k) The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.
- (l) The cost of training of the Client's personnel outside the Client's country, if training is a major component of the assignment, specified as such in the TOR.

- (m) *The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.*

B. Cost Estimates in Local Currency

Note: *List hereunder cost estimates in local currency:*

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
 - (a) *Per Diem rates for subsistence allowance for foreign short-term Personnel:*
 - (i) *per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause 47.2] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Client's country) for the first ninety (90) days during which such Personnel shall be in the Client's country;*
 - (ii) *per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause GCC 47.2)] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Client's country.*
 - (b) *Per diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in the Client's country, plus estimated totals.*
 - (c) *The cost of local transportation.*
 - (d) *The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Client's country, all if and to the extent required for the purpose of the Services.*
 - (e) *The cost of equipment, materials and supplies to be procured locally in the Client's country.*
 - (f) *The local currency cost of any subcontract required for the Services and approved in writing by the Client.*
 - (g) *The cost of training of Client's staff in the Client's country, if training is a major component of the assignment, specified as such in the TOR.*
 - (h) *The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Client.*

Appendix 5 Duties of the Client

- 5-1 The Client will provide the following vehicles for site supervision through Civil Work Contracts during construction-supervision phase:

<u>Vehicle type</u>	<u>nos</u>
Car	02
Jeep	03
Pick-up	02
Microbus	01
Motorcycle	02
Speed Boat	02

Note: The Consultants will have to rent the vehicles during design phase.

Limited site residential accommodation for the local personnel, furnished site office facilities, office equipment, furniture, communications, equipment related to surveys and laboratory testing, skilled and unskilled labour will be provided through the civil works contract during construction phase. During design phase, the consultant will have to rent office accommodation, hire office equipment, furniture, software, supplies or other facilities required to carry out the work.

The Client will help to provide the following inputs:

- i) Work permits and such other documents as shall be necessary to be enable Consultants, sub-consultants or personnel to perform the services;
- ii) Arrange for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Bangladesh as per prevailing rules and procedures;
- iii) Facilities for prompt clearance through customs of any property required for the services and the personal effects of the personnel and their eligible dependents;
- iv) Issue to officials, agents and representative of the Government all such instructions as may be necessary of appropriate for the prompt and effective implementation of the Services.

- 5-2 *Professional and support counterpart personnel to be made available to the Consultant by the Client: Will be finalised during contract negotiation*

Appendix 6 Form of 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 52.1]

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 the conditions of Contract an Advance Payment(s) in the sum of ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee. At the request of the Consultant, we [name of bank] hereby irrevocably 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 stating that the Consultant is in breach of their 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.

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

Signature

Section 6. Terms of Reference

for

**Design and Construction-Supervision of the Paire Bridge (Lebukhali Bridge) over the river
Paire on Barisal-Patuakhali Road, Bangladesh.**

1. PROJECT BACKGROUND

The Barisal-Patuakhali link is part of one of the most important national highways of Bangladesh ie. Dhaka-Mawa-Bhanga-Barisal-Patuakhali-Kuakata Road (N8). It extends up to Kuakata about 287km from Dhaka which is an attractive tourist center where massive development work is taking place. On its 189th km there is a river crossing where road communication is currently maintained by ferry service on the river Paire at Lebukhali. With the completion of construction of the proposed bridge over the river Paire the entire transportation link from Dhaka to Kuakata will provide a robust road transport which will aid and promote the developments at Kuakata and to the entire southern region of Bangladesh. A feasibility study was carried out on May 2012. To implement the project the Government of Bangladesh (GoB) has signed a loan agreement with Kuwait Fund for Arab Economic Development (KFAED). In this project KFAED will provide 82% of construction cost, 100% of consultancy services cost and also for contingencies. The remaining cost will be funded by GoB.

The Project has the following civil works:

- Construction of the main bridge with a length of about 1470m including viaduct of 840m and an overall width of about 19.76m, comprising 2X7.30m double carriage way, 1.10m wide footpaths on both sides and central reserve. The navigational openings not less than 76.2m wide and 18.30m high above high standard water level. Span length should be at least 200m in the main river channel.
- River training and protective work - about 700m.
- Construction of approach road - about 890m.
- Construction of Toll plaza, installation of Weigh Bridge, installation of solar panel for lighting, decoration of superstructure etc.

The physical work of the project is expected to start in the beginning of December 2013 and is expected to be completed by September 2016.

2. OBJECTIVES:

2.1 General Objectives:

- a) To connect Patuakhali/Kuakata Parjatan Area with capital Dhaka.
- b) To reduce the travel time.

- c) To reduce transportation cost and travel time of the raw materials and finished goods of different mills and industries of that vicinity.
- d) To reduce poverty and uplift socio-economic condition of that locality.

3. SCOPE OF CONSULTING SERVICES

The required consultancy services are divided into two distinctive Phases:

3.1 DESIGN PHASE:

3.1.1 Surveys Investigations and Studies

a) Reconnaissance survey

Site reconnaissance and general condition for the project Influence area including

- Land use survey
- Traffic characteristic
- Condition of existing surface drainage

b) Topographic Survey

- Topographic survey for the whole Project influence area, including preparation of plans and drawing on a scale of less than 1:1000, for the general Project area and 1:500 for the main and secondary bridges and major intersections areas.

The survey should include, but is not limited to the following:

- Plans of the Project area showing existing roads, intersection, structures, rivers and ferry crossing and land-use.
- Ground elevation and elevations of existing road and structures.
- Details of public services and utilities, etc.

c) Traffic Observation

- Volume, type and direction of road and river traffic flow, traffic lanes, signalization, obstruction and accidents.

d) Geophysical and Soil Investigations.

- Any investigation and laboratory tests that may be necessary for the foundation and structural design of the entire Project components, including preparation of geophysical report and detailed maps.

e) Hydrological and Morphological Investigation

- Hydrological and Morphological studies including the data collection, investigation and analysis of the river system, historical flow and flood characteristics.
- A derail report on this item.

f) Data Collection

- Data related regulations, laws, by-laws and codes of practice in force in the People's Republic of Bangladesh.
- Data related to roads, buildings, utilities of other ongoing or planned projects in the project influence area.
- Data related to availability and cost of construction materials in the Project area.

3.1.2 Review of Feasibility Study and Preliminary Engineering Design

The Consultant may require to review the feasibility study and Preliminary Engineering Design of the Project to establish its viability to optimally realize the Project objectives. The review should include all investigations, surveys and studies related to the preparation to the preliminary design and should take into account any comments thereon by the Employer or by KFAED.

The review should include but will not be limited to the following:

- Selection of the Alignment/Right of way.
- Soundness of the engineering solution.
- Environmental Impact of the proposed design.
- Land Acquisition requirements and re-location of residents.
- Construction methods.

Based on the above review, the Consultant is required to present his findings and recommendations including proposal for alternatives for consideration, discussion and approval by the Employer and by KFAED.

3.1.3 Final Engineering Design

Based on the above review and approval of proposal by the Employer and the Fund, the Consultant is required to prepare the Final Engineering Design of the project including all relevant written and graphical information such as surveys, investigations, data, plans, profiles, sections, construction plan, profiles, decorative works on superstructure as foreseen during feasibility stage etc. as well as structural design calculations. The Final Design Report shall also include cost estimates for all the Project Components.

3.1.4 Detail Engineering Design and Tender Documents

Based on the Final Design approved by the Employer the Consultant is required to complete the Detail Engineering Design for all the Project Components and prepare the necessary Tender Documents for the Project as outlined in the following:

In principle, the Detailed Design and Tender Document shall be prepared in a manner and to such details that ensure the pricing and subsequent construction by pre-qualified Contractors, without any ambiguity or misinterpretation and without the need for further design services.

The tender documents shall include but will not limited to:

- Full set of drawings including all graphic and written details describing each component of the work in sufficient detail and to the necessary scale that will allow the contractor/s to define without ambiguity the nature, specification and quantity of the required works or supplies both for pricing and execution purposes.
- General and Particular specification.
- Bills of Quantities detailing all the Component of the works and all items of supplies and installation
- General Conditions of Contract, Particular Conditions of Contract , Form of Contract and form of Tender

The Contractual terms and conditions included in the above documents shall be prepared in consultation with the Employer in advance before the preparation of the documents including any Provisional Sums that may be included in the document.

The Consultant shall provide the Employer with a confidentially the estimate of the bridge.

3.1.5 Land Acquisition and Resettlement

- Carry out land use survey to determine land ownership, land use and tenancy around the project affected area, to identify area to be acquired permanently, that may be required for temporary diversion, areas suitable for use by contractors as working areas.
- Preparation of Land acquisition Plan for permanent works and the temporary diversion.
- Carryout socio- economic survey to assess the impact of the bridge, preparation of Social Action Plan to address the adverse impact on the project affected persons

3.1.6 Environmental Management Plan

Carry out environmental survey, prepare environmental management plan and taking approval from the Department of Environment.

3.1.7 Assistance in Tendering Procedures

The Consultant shall assist Project Director in all stages of tendering, the various components of the project until the successful award of contract/s and the issue of notification of award to the contractor/s. The Consultant's scope of services shall include but not be limited to the following:

- a) Drafting the necessary forms of advertisements and announcements.
- b) Assist the Project Director in ensuring that the tender documents include complete information and instructions to tenders.
- c) Prepare replies/queries to the tender documents and advising the Project Director on issuing circulars and other information to renders.
- d) Attend and prepare minutes of tender opening session, assist in tender evaluation and issue a Tender Evaluation Report with recommendation to the project Director for the award of contract/s.

- e) Evaluate any alternative design, construction method or system that may be proposed by the successful tender, and make the relevant recommendation to Project Director regarding their implementation.
- f) Assist in negotiations with successful tender and in the preparation and completion of the contract documents and notifications.

3.1.8 Providing soft copies

The Consultant will provide Client with the following softcopies:

- a) Final design of the bridge
- b) Drawings
- c) Resettlement Action Plan
- d) Environmental Management Plan
- e) Hydrology and Morphology Study Report
- f) Collected all data and relevant documents

3.1.9 Training

The consultant shall arrange in-country and overseas training program for the Engineers of RHD and related officials of the Ministry of Communication, Planning Commission/ERD/IMED. The training is envisaged to be conducted in RHD Training Centre or at any conveniently agreed venues and for overseas training countries agreed with the employer. The Consultant is free to sub-contract the training program to a professional training firm, if needed.

3.2 CONSTRUCTION-SUPERVISION PHASE:

3.2.1 Supervision of Construction

- a) Supervision of all works carried out on the project site at all times in a manner that ensures the attainment of the requirement of the design, specifications, budget and time schedule.
- b) Establish a preventive supervision method that ensures the compliance by the contractors with design requirements during the execution of the work.
- c) Perform any design changes, which may be necessary to adopt the particular site conditions encountered during the construction stage. After recommendation by the consultant all design changes and modification or variation orders shall be approved by the Client in accordance with terms and condition to be established in the Consultancy Agreement.
- d) During execution of the project any changes or modifications of any Design or drawing to be needed shall be the responsibility of the consultants.
- e) Conduct or cause to be conducted all topographical geo-technical, material or other surveys and any other field or laboratory investigations or tests that will be required for the proper execution and functioning of the Project.

- f) Establish and apply a quality control and quality assurance system for all materials, supplies and works carried out on the Project.
- g) Establish a Project time schedule for each of the Project components based on the general Project Program agreed with the Client and produce a cash flow program based on the Project time schedule and construction contractor/s. Revise and update time and cash flow programs on a monthly basis and discuss with the Client all action necessary to adhere to such programs.
- g) Inspect and approve all samples of materials in consultation with the Client.
- h) Review and approve working and shop drawing and methodology submitted by the contractor and verify all measurements during and after the completion of the work.
- i) Arrange for provision of specialist staff and when appropriate to ensure the smooth progress of works without interruption.
- j) Advise the Project Director on Coordination with the relevant authorities for all matters related to the smooth operation of the Project in conjunction with Planning, land acquisition, traffic flow during and after completion of the Project, services, utilities, safety and noise control in the Project area.
- k) Arrange and administer site meeting as may be necessary for the proper execution of the works with a minimum of one formal site meeting per month to be attended by the Project Director and the Contractor/s in addition to representatives of other person or authorities involved in the Project.
- l) Maintain all necessary records, books, diaries and other site and Project records including all correspondence and accounts.
- m) Prepare Progress reports, as set out in this ToR, in a format acceptable to the client.
- n) Verify and recommend Contractor/s application for payments and prepare interim and other measurement and valuation certificate of works completed as stipulated in the construction contract/s.
- o) Advise the Project Director on the interpretation of the contract Documents including claims by contractor/s , time extensions, extra payments and the contractor/s compliance with these documents, and assist in the analysis and negotiation of contractor/s claims and requests for time extension.
- p) Verify and approve contractor's As –Built drawings and operation and maintenance manuals, which should be available prior to preliminary hand – over of the Project.
- q) Arrange preliminary hand – over procedures and the preparation of final certificates in accordance with the terms and condition of contract between the Client and the contractor/s.
- r) Shall assist Project Director to communicate with the donor agency.

3.2.2 Management and Supervision of Maintenance Works

- a) Attend and Supervise any repair or maintenance work carried out on site by the contractor during the defect liability period (maintenance period) .

- b) Arrange final hand-over procedure and preparation of completion certificate in accordance with the terms and condition of the contract between the Client and the contractor/s.

4.0 REPORTING

The Consultant shall submit the following reports to RHD

4.1 Reporting During Design Phase:

i) Inception Report	10 Copies
ii) Progress Report (Monthly)	6 Copies
iii) Hydrology and Morphology study report	7 Copies
iv) Design report and drawings	9 Sets
v) Draft Tender document	5 Sets
vi) Final Tender document	30 Sets
vii) Land acquisition plan	10 Sets
viii) Environmental Management Plan	7 Sets
ix) Social Action Plan	7 Sets

4.2 Reporting During Construction and Maintenance Stage

-Mobilization and Inception Plan

- Supervision Methodology
- Proposed Staffing
- Quality Control Procedure Manual
- Safety Procedure Manual
- Sample output for monthly and quarterly reports

-Monthly Progress Reports

- Project Summary Section
- Technical Section
- Financial Section and Cash Flow Plan
- Progress Photographs
- Copies of Minutes of Meetings During Month
- Recommendations for Remedial Actions if Applicable

-Quarterly Report

- Global Project Status
- Major Changes
- Main Events
- Consolidated Time Schedule
- Consolidated Project Accounts
- Final Report
- Final Accounts
- As Built Drawings
- Operation and Maintenance Manual

5.0 IMPLEMENTATION SCHEDULE

For the purpose of preparing proposal, Consultants will consider the following tentative implementation schedule. This is subject to change as Project preparation and procurement proceed.

Consultant's contract signed	Mach 2013 (tentative).
Engagement of Civil Works Contractor	December 2013 (tentative).
Civil works completion	September 2016 (tentative).

Based on the above completion date of civil works the Consultant's service will continue up to September 2016, with minimum inputs for completing measurements, payments and final report during the defect Liability Period. The Consultant's Team Leader, with minimum input, will assist RHD for inspection of works during and at the conclusion of the defect liability period. Suitable input of national professional will also be required over this period.

6.0 STAFFING

The Consultants are advised to strictly follow the team composition and total input as given in **Section 2 (Proposal Data Sheet)** in their manning schedule and in financial proposal. Any deviation will render the proposal non-responsive. However they may propose alternative staffing arrangement, which will not be evaluated but may be discussed and finalized at the time of negotiation.

7.0 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CLIENT

The facilities and equipment to be provided by the client to the Consultant is given in **Appendix – 5**
(Duties of the Client)