

Remuneration Cost Estimate

FIN-3: Remuneration

Invitation No.

Loan No. BD-P80

Consultancy Services for Management, Design & Supervision and Other Related Services for Haor Flood Management & Livelihood Improvement Project (BWDB Part)

INTERNATIONAL EXPERTS

Type	Name & Position	Citizenship	Birth Date (dd/mm/yy)	Employment Status	Currency	H. O. Rate per month	Months	Field Rate per month	Months	Sub-Total
A1 Key Expert	Yukihiro MIZUTANI Team Leader	JPN	03/06/1947	FT	JPY	2,600,000	0.00	2,600,000	44.0	114,400,000
A2	Tatsuo IRYO Soil Engineer	JPN	24/05/1969	FT	JPY	2,450,000	0.00	2,450,000	2.0	4,900,000
A3 Key Expert	Bruce HUNTER Hydraulic Engineer	CAN	29/05/1962	OS	JPY	2,600,000	0.00	2,600,000	7.0	18,200,000
A4	Tamotsu KIYUNA Construction Plan & Cost Estimator	JPN	17/01/1969	FT	JPY	2,450,000	0.00	2,450,000	1.0	2,450,000
A5	Arata YAMAGUCHI Mechanical Engineer	JPN	07/08/1962	FT	JPY	2,450,000	0.00	2,450,000	2.0	4,900,000
A6	Nurul ISLAM Safeguard Specialist	AUS	01/12/1965	FT	JPY	2,450,000	0.00	2,450,000	6.0	14,700,000
A7 Key Expert	Yutaka MATSUMOTO Agriculture Support Services Specialist	JPN	27/09/1938	OS	JPY	2,450,000	0.00	2,450,000	7.0	17,150,000
A8	Junichi FUKUWATARI River Facility Planner	JPN	30/11/1969	FT	JPY	2,450,000	0.00	2,450,000	2.0	4,900,000
TOTAL OF REMUNERATION OF INTERNATIONAL EXPERTS							0.00		71.0	181,600,000

NATIONAL EXPERTS

	Name & Position	Citizenship	Birth Date (dd/mm/yy)	Employment Status	Currency	H. O. Rate per month	Months	Field Rate per month	Months	Sub-Total
1 Key Expert	AQ MOHAMMAD ALI Co-Team Leader (River Engineer)	BGD	27/09/1947	FT	BDT			315,000	68.0	21,420,000
2 Key Expert	ANISUR KAWSAR WAWESI Embankment Design Engineer	BGD	15/01/1954	FT	BDT			262,500	5.0	1,312,500
3 Key Expert	JASIM UDDIN AHMED Structure Engineer	BGD	18/06/1953	FT	BDT			262,500	10.0	2,625,000
4	Md. Nurul Islam Soil Engineer	BGD	03/03/1952	FT	BDT			262,500	6.0	1,575,000
5	Mohammad Eunus Ali Geodetic Engineer	BGD	09/05/1966	FT	BDT			210,000	6.0	1,260,000
6 Key Expert	TIM Mosaddeque Khan Hydraulic Engineer	BGD	03/01/1954	FT	BDT			262,500	10.0	2,625,000
7	Md. Abu Taiub Miah Construction Plan & Cost Estimator	BGD	01/01/1956	FT	BDT			210,000	3.0	630,000
8	Chayan Kumar Roy Mechanical Engineer	BGD	12/12/1949	FT	BDT			210,000	3.0	630,000
9	A. K. M. MIZANUR RAHAMAN Environmental & Social Specialist	BGD	31/12/1970	FT	BDT			262,500	20.0	5,250,000
10	Md. Humayun Kabir Land acquisition & Resettlement Specialist	BGD	25/01/1961	OS	BDT			210,000	22.0	4,620,000
11	Ahmed Abdulfah Chowdhury Procurement and Contract Engineer	BGD	05/02/1964	FT	BDT			315,000	3.0	945,000
12 Key Expert	MD. ABDUS SALAM O & M Specialist	BGD	31/12/1950	FT	BDT			262,500	10.0	2,625,000
13-1	Md. Abdul Mannan Supervision 1	BGD	07/12/1953	OS	BDT			183,750	26.0	4,777,500
13-2	Md. Yeasin Ali Supervision 2	BGD	01/01/1950	FT	BDT			183,750	26.0	4,777,500
13-3	Md. Abdul Barez Supervision 3	BGD	20/10/1950	OS	BDT			183,750	26.0	4,777,500
14 Key Expert	A. K. G. Md. Enamul Haque Agronomist/ Field Extension Services Specialist	BGD	30/12/1952	FT	BDT			300,000	40.0	12,000,000
15 Key Expert	DR. MD. MATIAR RAHMAN Agriculture Training Specialist	BGD	01/09/1944	FT	BDT			300,000	40.0	12,000,000
TOTAL OF REMUNERATION OF NATIONAL EXPERTS									324.0	83,850,000

Reimbursible Cost Estimates

FIN-5 : Breakdown of Reimbursable Expenses

Invitation No.

Loan No. BD-P80



Consultancy Services for Management, Design & Supervision and Other Related Services for Haor
Flood Management & Livelihood Improvement Project (BWDB Part)

FOREIGN EXPENDITURES		Unit	Currency	Unit Cost	Qty	JPY Cost
1	International air travel (at actual)*					
	TYO-Dhaka-TYO (round)	Trip	JPY	420,000	11	4,620,000
	TYO-Dhaka (one way)	Trip	JPY	280,000	1	280,000
	Dhaka-TYO-Dhaka (round)	Trip	JPY	360,000	16	5,760,000
	Dhaka-TYO (one way)	Trip	JPY	190,000	1	190,000
	Vancouver-Dhaka-Vancouver (round)	Trip	JPY	900,000	0	0
	Vancouver-Dhaka (one way)	Trip	JPY	650,000	1	650,000
	Dhaka-Vancouver-Dhaka (round)	Trip	JPY	500,000	3	1,500,000
	Dhaka-Vancouver (one way)	Trip	JPY	340,000	1	340,000
2	Per diem and accommodation allowance for international experts except Safeguard Specialist (at fixed rate)**	days	JPY	14,000	1,950	27,300,000
	Per diem and accommodation allowance for Safeguard Specialist (at fixed rate)**	days	JPY	8,000	60	480,000
3	Incidental travel cost at home country (at fixed rate)**	Trip	JPY	30,000	32	960,000
TOTAL OF FOREIGN EXPENDITURE						42,080,000

Remarks)



*at Actual: to be reimbursed at actual cost

**at fixed rate: amount(s) which are to be paid to the Consultant against elapsed units of times or actual quantity of procured items without any receipts and supporting documents, and subject to annual escalation for remunerations and reimbursable and other expenses.

Reimbursible Cost Estimates

LOCAL EXPENDITURES		Unit	Currency	Unit Cost	Qty	Cost
1 Domestic air travel (at actual)*						
Dhaka - Sylhet, Sylhet - Dhaka (one way)		trip	BDT	12,500	10	125,000
2 Per Diem / Accommodation for National Expert/Staff (at fixed rate)**						
National Experts		Day	BDT	2,500	1,164	2,910,000
National Experts		Day	BDT	2,500	6,810	17,025,000
Inspector		Day	BDT	2,000	5,760	11,520,000
Driver's out of station allowance		Day	BDT	1,000	931	931,000
Driver's out of station allowance		Day	BDT	700	4,410	3,087,000
3 Land Transportation (at fixed rate)**						
a) Rent -a -car Sedan (in Dhaka incl. driver & fuel)		car-month	BDT	100,000	9.6	960,000
b) Rent -a -car Sedan (in Dhaka incl. driver & fuel)		car-month	BDT	100,000	0	0
c) Rent -a -car 4WD (out of Dhaka, incl. driver & fuel)		car-Day	BDT	25,000	84	2,100,000
d) Rent -a -car 4WD (out of Dhaka, incl. driver & fuel)		car-month	BDT	200,000	11	2,200,000
e) Rent -a -boat (incl. driver & fuel)		Day	BDT	5,000	100	500,000
f) Rent -a -Motor cycle (incl. driver & fuel)		car-month	BDT	50,000	7	350,000
g) Operation & Maintenance for Motor cycle (incl. fuel)		car-month	BDT	7,000	293	2,051,000
4 Office rental (at fixed rate)**						
a) Dhaka for, 20 persons		month	BDT	150,000	33	4,950,000
b) Dhaka for, 10 persons		month	BDT	100,000	55	5,500,000
c) Habiganj		month	BDT	20,000	54	1,080,000
d) Kishoreganj		month	BDT	20,000	54	1,080,000
e) Mymensingh		month	BDT	20,000	54	1,080,000
5 Communications (at fixed rate)**						
a) Dhaka		month	BDT	12,000	87	1,044,000
b) Habiganj		month	BDT	10,000	54	540,000
c) Kishoreganj		month	BDT	10,000	54	540,000
d) Netrakona		month	BDT	10,000	54	540,000
6 Office equipment (at actual) *						
Breakdown is shown on the attached sheet.		L.S	BDT	9,580,000	1	9,580,000
7 Office running cost (at actual) *						
Electricity, water, gas, service charge, etc.						
a) Dhaka for, 20 persons		month	BDT	30,000	33	990,000
b) Dhaka for, 10 persons		month	BDT	25,000	55	1,375,000
c) Habiganj		month	BDT	25,000	54	1,350,000
d) Kishoreganj		month	BDT	25,000	54	1,350,000
e) Netrakona		month	BDT	20,000	54	1,080,000
8 Stationery in Dhaka Office (at fixed rate) **						
Site Offices		month	BDT	25,000	87	2,175,000
		month	BDT	21,000	54	1,134,000

Reimbursible Cost Estimates

LOCAL EXPENDITURES		Unit	Currency	Unit Cost	Qty	Cost
9 Vehicle (at actual) *						
Sedan including road tax, insurance, registration, conversion to CNG and others (Actual cost)***	nos.	BDT	4,000,000	2	8,000,000	
4WD including road tax, insurance, registration, conversion to CNG and others (Actual cost)***	nos.	BDT	8,000,000	3	24,000,000	
Running cost for Vehicles (Fuel and regular Maintenance Repairing cost)	Car-month	BDT	25,000	279	6,975,000	
Running cost for Vehicles (Fuel and regular Maintenance Repairing cost)	Car-month	BDT	4,500	158	711,000	
Motor Cycle (Insurance, Registration, etc.)	nos.	BDT	200,000	15	3,000,000	
10 Report	L.S	BDT	2,340,000	1	2,340,000	
Breakdown is shown on the attached sheet.						
11 Support staff (at fixed rate)**						
Auto CAD Operator 1.	month	BDT	50,000	87	4,350,000	
Auto CAD Operator 2	month	BDT	50,000	46	2,300,000	
Junior Engineer	month	BDT	60,000	62	3,720,000	
Inspector 1 (Netrakona)	month	BDT	50,000	38	1,900,000	
Inspector 2 (Netrakona)	month	BDT	50,000	26	1,300,000	
Inspector 3 (Kishoreganj)	month	BDT	50,000	38	1,900,000	
Inspector 4 (Kishoreganj)	month	BDT	50,000	26	1,300,000	
Inspector 5 (Habiganj, Sunamganj)	month	BDT	50,000	38	1,900,000	
Inspector 6 (Habiganj, Sunamganj)	month	BDT	50,000	26	1,300,000	
12 Office staff (at fixed rate)**						
a) Dhaka Office						
Admin Manager	month	BDT	70,000	87	6,090,000	
Accountant	month	BDT	60,000	87	5,220,000	
Secretary/Typist	month	BDT	50,000	87	4,350,000	
Security Gurard/Office boy	month	BDT	20,000	87	1,740,000	
Driver	month	BDT	25,000	454	11,350,000	
b) Other Office						
Accountant/Secretary	month	BDT	40,000	162	6,480,000	
Security Gurard/Office boy	month	BDT	15,000	162	2,430,000	
13 Sub-let works (at actual) *						
Boring & Soil Test and Survey	L.S	BDT	60,000,000	1	60,000,000	
Flood and drainage Management	L.S	BDT	80,000,000	1	80,000,000	
RAP Preparation Cost	L.S	BDT	10,000,000	1	10,000,000	
EIA Preparation Cost	L.S	BDT	20,000,000	1	20,000,000	
PR Implementation Cost	L.S	BDT	20,000,000	1	20,000,000	
TOTAL OF LOCAL EXPENDITURES		BDT		371,803,000		

Remarks)

*at actual: to be reimbursed at actual cost

**at fixed rate: amount(s) which are to be paid to the Consultant against elapsed units of times or actual quantity of procured items without any receipts and supporting documents, and subject to annual escalation for remunerations and reimbursable and other expenses.

***This Tax includes Import Tax, AIT, VAT and other local Tax. It subject to change with Government decision.

Reimbursible Cost Estimates

Item			Unit	Q'ty	amount	
1	Desktop computer with UPS including MS office	nos.	BDT	75,000	18	1,350,000
2	AutoCAD	nos.	BDT	150,000	2	300,000
3	GIS	nos.	BDT	1,000,000	1	1,000,000
4	Plotter (A1)	nos.	BDT	500,000	1	500,000
5	Laser Printer - Black & White, Color (A4)	nos.	BDT	100,000	2	200,000
6	Photocopy machine incl. scanner & printer functions	nos.	BDT	450,000	5	2,250,000
7	Digital Camera with GPS	nos.	BDT	30,000	10	300,000
8	Projector	nos.	BDT	100,000	1	100,000
9	White Board	nos.	BDT	10,000	3	30,000
10	Desk and Chair	nos.	BDT	30,000	32	960,000
11	Filing Cabinet	nos.	BDT	20,000	5	100,000
12	Bookshelf	nos.	BDT	20,000	4	80,000
13	Meeting table and chairs	nos.	BDT	130,000	2	260,000
14	Air conditioner (split type)	nos.	BDT	120,000	10	1,200,000
15	Refrigrator	nos.	BDT	60,000	2	120,000
16	Water Despensers	nos.	BDT	15,000	2	30,000
17	Instatlation an revmovable of LAN	nos.	BDT	100,000	5	500,000
18	Others	LS	BDT	300,000	1	300,000
Total						9,580,000

Reimbursable Cost Estimates

Item				Unit	Q'ty	amount
1	Inception Report	nos.	BDT	1,500	20	30,000
2	Monthly Progress report	nos.	BDT	500	1,740	870,000
3	Draft Detailed Design Report 12month after commencement of the service	nos.	BDT	10,000	20	200,000
4	Draft Detailed Design Report 18month after commencement of the service	nos.	BDT	10,000	20	200,000
5	Cost Estimate Report 12month after commencement of the service	nos.	BDT	1,500	20	30,000
6	Cost Estimate Report 18month after commencement of the service	nos.	BDT	1,500	20	30,000
7	Final Detailed Design Report	nos.	BDT	10,000	20	200,000
8	Bidding document Report 12month after commencement of the service	nos.	BDT	5,000	20	100,000
8	Bidding document Report 19month after commencement of the service	nos.	BDT	10,000	20	200,000
9	Land acquisition and Resettlement Monitoring Report	nos.	BDT	1,500	20	30,000
10	Environmental Report	nos.	BDT	1,500	20	30,000
11	Social Plan Report	nos.	BDT	1,500	20	30,000
12	Operation and Maintenance Manual	nos.	BDT	1,500	20	30,000
13	Environmental Monitoring Report	nos.	BDT	1,500	20	30,000
14	RAP Monitoring Report	nos.	BDT	1,500	20	30,000
15	Construction Completion Report	nos.	BDT	10,000	20	200,000
16	Service Completion Report	nos.	BDT	5,000	20	100,000
Total						2,340,000

Appendix F

Summary of Cost Estimates

Loan No. BD-P80
 Consultancy Services for Management, Design & Supervision and Other Related Services for Haor Flood Management & Livelihood Improvement Project (BWDB Part)

Competitive Components:		JPY	BDT
<i>Remuneration</i>			
International	181,600,000		0
Local	0		83,850,000
<i>Reimbursable Expenses</i>			
Foreign	42,080,000		0
Local	0		371,803,000
Sub total	223,680,000		455,653,000
Non-Competitive Components:			
<i>Provisional Sums(5%)*</i>	11,184,000		22,782,650
<i>Contingencies(5%)</i>	11,184,000		22,782,650
<i>Provisional Sums & Contingencies</i>	22,368,000		45,565,300
Sub total	246,048,000		501,213,300
(Equivalent BDT in total)	(178,187,962)		(501,213,300)
Taxes Estimates in BDT**	53,456,388		150,365,490
Total	246,048,000		705,040,178

Remarks)

* (a) Seminar, Workshop and Training, (b) Study Tours, (c) Technical Services (GPS, Total station, MIS, etc.)

** TAX (15%) and VAT(15%) on JPY and BDT are to be born by the client.

ER
 14 = 0.7242 BDT

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14.000/100
 14.000/100
 14.000/100

Appendix G

8 2

Services, Facilities and Equipment to be provided by the Client

BWDB is prepared to provide the following to the Consultant in support of the consulting services:

- (1) Report, data, information and available documents relevant to the Project.
- (2) Cooperation and Counterpart staff.
- (3) Assistance and exemption.

Use its best efforts to ensure that the assistance and exemption, as described in the Standard Request for Proposal issued by JICA, will be provided to the Consultant, in relation to

- work permit and such other documents;
- entry and exit visas, residence permits, exchange permits and such other documents
- clearance through customs;
- instructions and information to officials, agent and representatives of Bangladesh;
- exemption from any requirement for registration to practice their profession;
- privilege pursuant to the applicable law in Bangladesh.

Appendix H

8 2

Form of Advance Payments Security

Form of Advance Payment Security Bank Guarantee for Advance Payment

_____ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

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

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ____ day of [month] [year] ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 ³.

[signature(s)]

Note: All italicized text is to assist in preparing this form and shall be deleted from the final product.

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

³ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number

Appendix I: Acknowledgment of Compliance

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Form TECH-9: Acknowledgement of Compliance with the Guidelines for Employment of Consultants



- A) I, Toshimitsu Tanaka, Representative, Dhaka Liaison Office, Nippon Koei Co., Ltd., being duly authorized by the Member of Joint Venture ("Consultant") to execute this Acknowledgement of Compliance with Guidelines for Employment of Consultants, hereby certify on behalf of the Consultant and myself that all information provided in the Technical and Financial Proposals (collectively "Proposals") submitted by the Consultant for *Loan No. BD-P80; Consultancy Services for Management, Design & Supervision and other related services for Haor Flood Management and Livelihood Improvement Project (BWDP Part)* (hereinafter called "the Project") is true, correct and accurate to the best of the Consultant's and my knowledge and belief. I further certify, on behalf of the Consultant, that:
- (i) the Proposals have been prepared and submitted in full compliance with the terms and conditions set forth in Guidelines for the Employment of Consultants under Japanese ODA Loans (hereinafter called the "Guidelines"); and
 - (ii) the Consultant has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
- B) I certify that the Consultant has NOT been debarred by the World Bank Group for more than one year since the date of issuance of the Request for Proposals.
- C) I certify that the Consultant will not enter into a Sub-contract with an entity or individual which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify that the Experts of the Consultant and either Sub-consultant having a direct contract with the Consultant or Expert nominated by the Consultant, who are assigned to this contract on time basis, will not be engaged in any other assignment which may have time conflict with the Contract.
- E) I certify, on behalf of the Consultant, that if selected to undertake services in connection with the Contract, the Consultant shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- F) I further certify, on behalf of the Consultant, that if the Consultant is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of consultant selection, negotiations, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (2) JICA Bangladesh Office
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APPENDIX - J

MINUTES OF CONTRACT NEGOTIATION

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**MINUTES OF CONTRACT NEGOTIATION
BETWEEN
BANGLADESH WATER DEVELOPMENT BOARD (BWDB)
AND
JOINT VENTURE OF NIPPON KOEI CO. LTD (NK), JAPAN, BETS CONSULTING
SERVICES LTD (BETS), BANGLADESH AND CENTRE FOR NATURAL
RESOURCES STUDIES (CNRS), BANGLADESH**

**SUBJECT: RECRUITMENT OF CONSULTANTS FOR CONSULTANCY SERVICES
FOR MANAGEMENT, DESIGN & SUPERVISION AND OTHER RELATED
SERVICES FOR HAOR FLOOD MANAGEMENT AND LIVELIHOOD
IMPROVEMENT PROJECT (BWDB PART).**

Date ; 27 January 2015

Time ; 13:00-15:00 (BST)

Venue; Conference Room of Director General, BWDB, Dhaka

LIST OF PARTICIPANTS:

For the Government of Bangladesh

Mr. Md. Afzal Hossain, Director General, Bangladesh Water Development Board, Dhaka.

Mr. Md. Glash Uddin Ahmed, Additional Director General (Planning), BWDB, Dhaka.

Mr. Gopal Chandra Sutradhar, Chief Planning, BWDB, Dhaka.

Mr. Mirza Tarik Hikmat, Deputy Secretary (Development-02), Ministry of Water Resources.

Mr. Md. Zakirul Islam, Director, Finance, BWDB, Dhaka.

Mr. Md Fakhru'l Abedin, Project Director, Haor Flood Management and Livelihood Improvement Project BWDB, Dhaka.

Mr. Saleh Ahmed, Executive Engineer, Negotiation Cell, Office of the Chief Planning, BWDB, Dhaka.

For the Consultant

Mr. Junichi Fukuwatari, Nippon Koei Co. Ltd.

Ms. Motoko Sato, Nippon Koei Co. Ltd.



Mr. Toshimitsu Tanaka, Nippon Koei Co. Ltd.

Mr. Rezaul Hasan, Nippon Koei Co. Ltd.

Dr. Abdus Shabur, Managing Director, BETS Consulting Services Ltd.

Mr. A.F.M. Farooque, General Manager, BETS Consulting Services Ltd.

Mr. M. Anisul Islam, Director, Center for Natural Resource Studies (CNRS), Bangladesh.


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1. Opening Remarks

On behalf of Bangladesh Water Development Board (BWDB), Mr. Md. Afzal Hossain, Director General, BWDB and Convener of the Negotiation Team, welcomed everybody to the contract negotiation.

2. Submission of Written Authorization

Before entering into contract negotiation, NK and CNRS submitted their authorization letter for the contract negotiation. From BETS, Dr. Abúus Shabur, Managing Director, who has an authorization to negotiate and sign the contract attended the meeting.




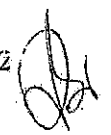
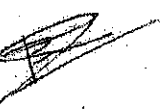


3. Terms of Reference (ToR) and Technical Proposal Submitted


The scope of services in the ToR and Technical Proposal were thoroughly reviewed and agreed without any changes which will be the integral part of the contract documents.

Consultant's Output

BWDB reiterated that each individual expert should be responsible in rendering his/her services in accordance with the Terms of Reference. Any expert, who is considered to be incompetent, will be replaced in accordance with Section 4, Article 4.4 of the General Conditions of Contract. Following copies of reports to be submitted were agreed upon during the meeting:

Status	Type of Report	Timing	No. of Copies
Detailed Design	Inception Report	1 month after commencement of the services	20
	Monthly Progress report	Every month	20
	Draft Detailed Design Report	12 month after commencement of the service -Mid term detail design report for some haor. 18 month after commencement of the service- Draft detail design report.	20
	Cost Estimate Report	12 month after commencement of the service -Mid term cost estimate report for some haor. 18month after commencement of the service- Cost estimate report.	20
	Final Detailed Design Report	19 month after commencement of the service	20
	Bidding Document Report	12 month after commencement of the service -Mid term report for some haor. 19month after commencement of the service	20
	Land acquisition and Resettlement Monitoring Report	Every month during these implementation period	20
	Environmental Report	At the end of Detailed Design stage	20
	Social Plan Report	At the end of Detailed Design stage	20
Supervision	Operation and Maintenance Manual	Within supervision period	20
	Environmental Monitoring	Every 3 months	20

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	Report		
	RAP Monitoring Report	Every 3 month	20
	Construction Completion Report	Within 3 month after completion of construction	20
	Service Completion Report	End of Consulting engineering services	20

4. Work Plan and Personnel Schedule

The work plan and personnel schedule were reviewed. The Consultant was requested to maintain work program and personnel schedule in order to complete the assignment within the duration of 96 (Ninety Six) months.

The work plan and personnel schedule along with changes required were agreed upon by both parties. If the schedule of the services is changed due to the force majeure, BWDB and the Consultant will discuss about rescheduling of the assignment schedule and staffing as per the project requirement.

5. Consultant's Experts

The Consultant has confirmed the availability of the International Experts in the team for their respective assignments in accordance with the agreed staffing schedule. The Consultant has also confirmed the availability of all local Experts in the team for their respective assignments in accordance with the personnel schedule submitted along with the Proposal.

6. Counterpart Staff & Facilities

The Project Director, PMO- Haor Flood Management and Livelihood Improvement Project, BWDB, Dhaka with his available staff will be the counterpart staff from the Implementing Agency. Any person who seems to be relevant for the project may be included as the counterpart of the Implementing Agency. BWDB will provide available data, documents and maps etc, as per BWDB's rules.




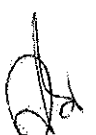
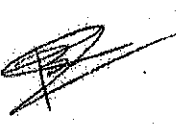
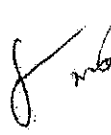

BWDB will take necessary action to make a MOU with DAE in order to implement the component 3-1.


7. Sub-let works

The Consultant can directly appoint the Sub-Consultants for the following sub-let works;

- Boring & Soil Test and survey
- Flood and drainage management
- RAP preparation
- EIA preparation and
- PR implementation

The TORs and Specifications for the above sub-let works should be concurred by the Project Director. BWDB also will facilitate necessary support for using IWM developed dynamic hydraulic model so as to timely complete the hydraulic design in component 1. BWDB will implement the Resettlement Action Plan with the assistance of the Consultant and the Consultant will prepare the Resettlement Action Plan. BWDB will carry out the land acquisition with the assistance of the Consultant.

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8. Equipment

It was agreed that a list of office equipment & vehicles as proposed in the revised Financial Proposal of the Consultant shall be procured as per the project requirement and will be handed over to the Project Director. Both Parties are agreed to purchase the motor vehicles & transports with reducing number of rental of motor vehicles & transports. However the amount of Financial proposal remain the same.

9. Dispute Resolution

The Consultant proposed to set the place of arbitration as Singapore and BWDB agreed to such Consultant's proposal.

10. Adjustment Formula of Price Escalation

The Consultant raised the issue of adjustment formula of price escalation, both parties discussed the issue and agreed the indices of price escalation to remuneration and reimbursable (foreign and local) and these are to be specified in the RFP, SCC clause 6.2(c).

11. 1. Financial Proposal

BWDB reviewed and agreed the Consultant's financial proposal of Yen ¥ 246,048,000 (eq. BDT 178,187,962) and BDT 705,040,178 which is equivalent to BDT 883,228,140/- (Bangladesh Taka Eighty Eight Crore Thirty Two Lack Twenty Eight Thousand and One Hundred Forty) only including Provisional sums, Contingency and VAT & Tax. The Consultant confirmed that they will perform the assignment as per TOR within the contract amount. Any modification or variation to the contract conditions, terms, scope, duration and cost of services shall be made only in writing and in the case both parties agreed and signed.

11. 2. Summary of Financial Proposal of the Consultant

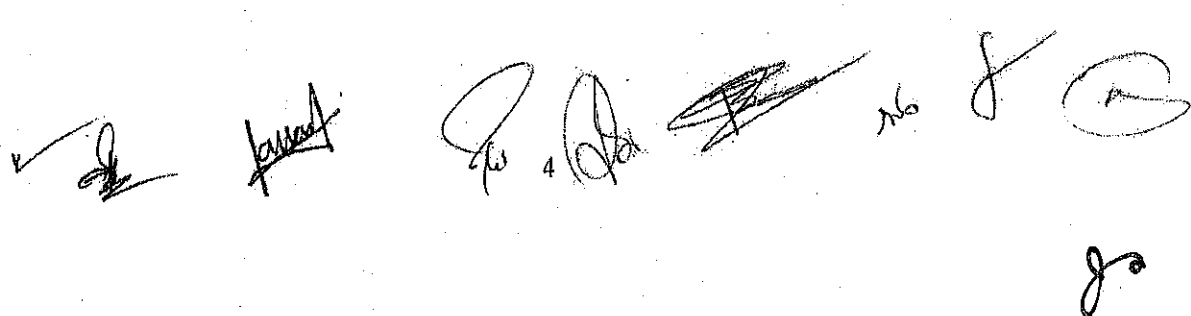
Competitive Components:	JPY	BDT	Total amount (equivalent BDT)
Remuneration			
International	181,600,000	0	131,514,720
Local	0	83,850,000	83,850,000
Reimbursable Expenses			
Foreign	42,080,000	0	30,474,336
Local	0	371,803,000	371,803,000
Sub total	223,680,000	455,653,000	617,642,056
Non-Competitive Components:			
Provisional Sums(5%)*	11,184,000	22,782,650	30,882,103
Contingencies(5%)	11,184,000	22,782,650	30,882,103
Provisional Sums & Contingency	22,368,000	45,565,300	61,764,206
Sub total	246,048,000	501,218,300	679,406,262
Equivalent BDT in Total	178,187,962	501,218,300	679,406,262
Taxes Estimate in BDT**	53,456,388	150,365,490	203,821,878
Total			883,228,140

Note

Conversion Rate is 1 Yen ¥ = BDT 0.7242

*Provisional Sums=a) Seminar, Workshop and Training, b) Study Tour, c) Technical Services (GPS, Total Station, MIS, etc))

**Tax (15%) and VAT (15%) on JPY and BDT.



12. Payment

12.1 **Payment Schedule:** It was agreed that payment to the Consultant will be made according to the RFP GCC clause 6.5 and SCC clause 6.5(a).

12.2 **Advance payment:** It was agreed that the amount of advance payment is 14.5 % of the contract amount including (1) Provisional Sum, (2) Contingency and (3) VAT&TAX. Advance payment will be released against the same amount of bank guarantee.

12.3 Income TAX & VAT

The Consultant are subject to taxation as per the Govt. of Bangladesh Tax Laws and the Exchange of Note signed between the Govt. of Bangladesh and the Govt. of Japan.

13. Negotiated Contract Amount

Evaluated Total Price (ETP) Cost Components:	JPY	BDT	Total amount (equivalent BDT)
Remuneration			
International	181,600,000	0	131,514,720
Local	0	83,850,000	83,850,000
Reimbursable Expenses			
Foreign	42,080,000	0	30,474,336
Local	0	371,803,000	371,803,000
Sub total	223,680,000	455,653,000	617,642,056
Non-Competitive Components:			
Provisional Sums(5%)	11,184,000	22,782,650	30,882,103
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Provisional Sums & Contingency	22,368,000	45,565,300	61,764,206
Sub total	246,048,000	501,218,300	679,406,262
Equivalent BDT in Total	178,187,962	501,218,300	679,406,262
VAT (15%) & Taxes (15%) In BDT. (As per RFP)	53,456,388	150,365,490	203,821,878
Total Contract Amount In BDT			883,228,140

Note:

Using Conversion Rate is 1 Yen ¥ = BDT 0.7242

(Bangladesh Bank (Ref. No.-FRTMD(SAS)/331/2014-17963, dated:24-12-2014))

14. Total Contract Amount:

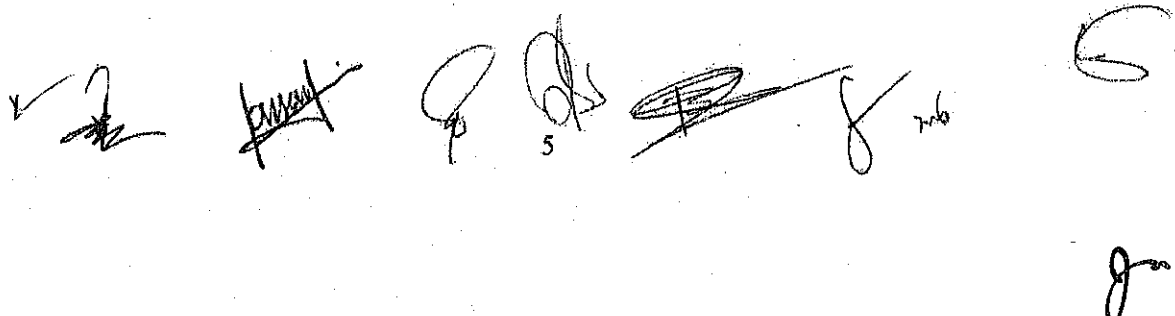
The ceiling in foreign currency is: JPY 246,048,000

The ceiling in local currency is: BDT 705,040,178

The total Contract amount which is equivalent to BDT 883,228,140/- (Bangladesh Taka Eighty Eight Crore Thirty Two Lack Twenty Eight Thousand and One Hundred Forty only) which is within the amount of DPP.

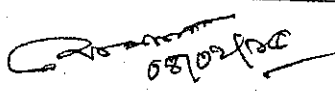

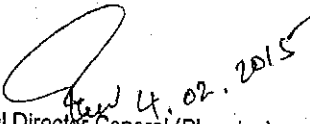
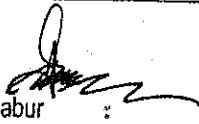
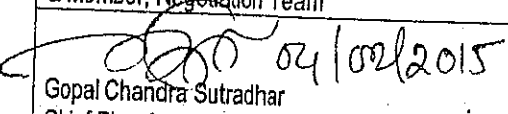
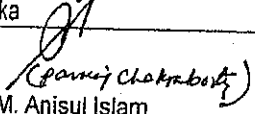
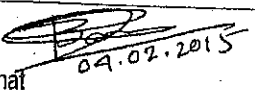
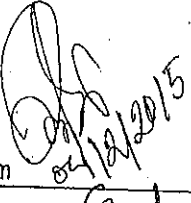
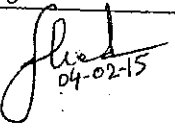
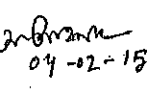
15. Commencement of Service

The Services are expected to be commenced from Mid February, 2015.



For the Government of Bangladesh

For the Consultant

 03/02/2015 Md. Afzal Hossain Director General Bangladesh Water Development Board, Dhaka. & Convener, Negotiation Team	 04-02-2015 Rezaul Hasan Deputy General Manager Dhaka Office Nippon Koei Co. Ltd.
 04.02.2015 Additional Director General (Planning) BWDB, Dhaka & Member, Negotiation Team	 Dr. Abdus Shabur Managing Director BETS Consulting Services Ltd. Dhaka
 04/02/2015 Gopal Chandra Sutradhar Chief Planning BWDB, Dhaka. & Member, Negotiation Team	 Mr. M. Anisul Islam Director Center for Natural Resource Studies (CNRS), Bangladesh.
 04.02.2015 Mirza Tarik Hikmat Deputy Secretary (Development-02) Ministry of Water Resources. & Member, Negotiation Team	
 04/02/2015 Md. Zakirul Islam Director, Finance BWDB, Dhaka & Member, Negotiation Team	
 04-02-15 Md Fakhru Abdin Project Director Haor Flood Management and Livelihood Improvement Project BWDB, Dhaka. & Member Secretary, Negotiation Team	
 04-02-15 Saleh Ahmed Executive Engineer, Office of the Chief Planning, BWDB, Dhaka & Member, Negotiation Team	

FIN-2: Summary of Costs

Invitation No.
Loan No. BD-P80
Consultancy Services for Management, Design & Supervision and Other Related Services for Haor Flood Management & Livelihood Improvement Project (BWDB Part)

Competitive Components:		JPY	BDT
<i>Remuneration</i>			
International		181,600,000	0
Local		0	83,850,000
<i>Reimbursable Expenses</i>			
Foreign		42,080,000	0
Local		0	371,803,000
Sub total		223,680,000	455,653,000
Non-Competitive Components:			
Provisional Sums(5%)*		11,184,000	22,782,650
Contingencies(5%)		11,184,000	22,782,650
Provisional Sums & Contingencies		22,368,000	45,565,300
Sub total		246,048,000	501,218,300
(Equivalent BDT in total)		(178,187,962)	(501,218,300)
Taxes Estimates in BDT**		53,456,388	150,165,490
Total		246,048,000	705,040,178

Ex Rate 1 JPY = 0.7242 BDT

¥ 246,048,000

BDT 501,218,300

TAX (53456388 + 152365490)

= 203,621,878

705,040,178

Remarks)

* (a) Seminar, Workshop and Training, (b) Study Tours, (c) Technical Services (GPS, Total station, MIS, etc.)

** TAX (15%) and VAT(15%) on JPY and BDT are to be born by the client.

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FIN-5 : Breakdown of Reimbursable Expenses

Invitation No.

Loan No. BD-P80

Consultancy Services for Management, Design & Supervision and Other Related Services for Haor Flood Management & Livelihood Improvement Project (BWDB Part)

FOREIGN EXPENDITURES					
	Unit	Currency	Unit Cost	Qty	JPY Cost
1 International air travel (at actual)**					
TYO-Dhaka-TYO (round)	Trip	JPY	420,000	11	4,620,000
TYO-Dhaka (one way)	Trip	JPY	280,000	1	280,000
Dhaka-TYO-Dhaka (round)	Trip	JPY	360,000	16	5,760,000
Dhaka-TYO (one way)	Trip	JPY	190,000	1	190,000
Vancouver-Dhaka-Vancouver (round)	Trip	JPY	900,000	0	0
Vancouver-Dhaka (one way)	Trip	JPY	650,000	1	650,000
Dhaka-Vancouver-Dhaka (round)	Trip	JPY	500,000	3	1,500,000
Dhaka-Vancouver (one way)	Trip	JPY	340,000	1	340,000
2 Per diem and accommodation allowance for international experts except Safeguard Specialist (at fixed rate)**	days	JPY	14,000	1,950	27,300,000
Per diem and accommodation allowance for Safeguard Specialist (at fixed rate)**	days	JPY	8,000	60	480,000
3 Incidental travel cost at home country (at fixed rate)**	Trip	JPY	30,000	32	960,000
TOTAL OF FOREIGN EXPENDITURE					42,080,000

Remarks)

*at Actual: to be reimbursed at actual cost

**at fixed rate: amount(s) which are to be paid to the Consultant against elapsed units of times or actual quantity of procured items without any receipts and supporting documents, and subject to annual escalation for remunerations and reimbursable and other expenses.

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FIN-5 : Breakdown of Reimbursable Expenses

LOCAL EXPENDITURES		Unit	Currency	Unit Cost	Qty	Cost
1	Domestic air travel (at actual)*					
	Dhaka - Sylhet, Sylhet - Dhaka (one way)	Trip	BDT	12,500	10	125,000
2	Per Diem / Accomodation for National Expert/Staff (at fixed rate)**					
	National Experts	Day	BDT	2,500	1,164	2,910,000
	National Experts	Day	BDT	2,500	6,810	17,025,000
	Inspector	Day	BDT	2,000	5,760	11,520,000
	Driver's out of station allowance	Day	BDT	1,000	931	931,000
	Driver's out of station allowance	Day	BDT	700	4,410	3,087,000
3	Land Transportation (at fixed rate)**					
	a) Rent -a -car Sedan (in Dhaka, incl. driver & fuel)	car-month	BDT	100,000	9.6	960,000
	b) Rent -a -car Sedan (in Dhaka, incl. driver & fuel)	car-month	BDT	100,000	0	0
	c) Rent -a -car 4WD (out of Dhaka, incl. driver & fuel)	car-Day	BDT	25,000	84	2,100,000
	d) Rent -a -car 4WD (out of Dhaka, incl. driver & fuel)	car-month	BDT	200,000	11	2,200,000
	e) Rent -a -boat (incl. driver & fuel)	Day	BDT	5,000	100	500,000
	f) Rent -a -Motor cycle (incl. driver & fuel)	car-month	BDT	50,000	7	350,000
	g) Operation & Maintenance for Motor cycle (incl. fuel)	car-month	BDT	7,000	293	2,051,000
4	Office rental (at fixed rate)**					
	a) Dhaka for, 20 persons	month	BDT	150,000	33	4,950,000
	b) Dhaka for, 10 persons	month	BDT	100,000	55	5,500,000
	c) Habiganj	month	BDT	20,000	54	1,080,000
	d) Kishoreganj	month	BDT	20,000	54	1,080,000
	e) Mymensingh	month	BDT	20,000	54	1,080,000
5	Communications (at fixed rate)**					
	a) Dhaka	month	BDT	12,000	87	1,044,000
	b) Habiganj	month	BDT	10,000	54	540,000
	c) Kishoreganj	month	BDT	10,000	54	540,000
	d) Netrakona	month	BDT	10,000	54	540,000
6	Office equipment (at actual) *					
	Breakdown is shown on the attached sheet.	L.S	BDT	9,580,000	1	9,580,000
7	Office running cost (at actual) *					
	Electricity, water, gas, service charge, etc.					
	a) Dhaka for, 20 persons	month	BDT	30,000	33	990,000
	b) Dhaka for, 10 persons	month	BDT	25,000	55	1,375,000
	c) Habiganj	month	BDT	25,000	54	1,350,000
	d) Kishoreganj	month	BDT	25,000	54	1,350,000
	e) Netrakona	month	BDT	20,000	54	1,080,000
8	Stationery in Dhaka Office (at fixed rate) **					
	Site Offices	month	BDT	25,000	87	2,175,000
		month	BDT	21,000	54	1,134,000

N-5 : Breakdown of Reimbursable Expenses

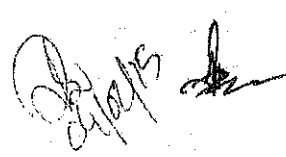


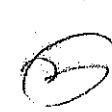
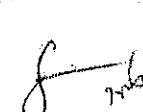
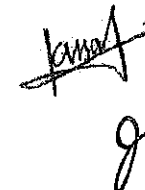
LOCAL EXPENDITURES		Unit	Currency	Unit Cost	Qty	Cost
9	Vehicle (at actual) *					
	Sedan including road tax, insurance, registration, conversion to CNG and others (Actual cost)***	nos.	BDT	4,000,000	2	8,000,00
	4WD including road tax, insurance, registration, conversion to CNG and others (Actual cost)***	nos.	BDT	8,000,000	3	24,000,00
	Running cost for Vehicles (Fuel and regular Maintenance Repairing cost)	Car-month	BDT	25,000	279	6,975,00
	Running cost for Vehicles (Fuel and regular Maintenance Repairing cost)	Car-month	BDT	4,500	158	711,00
	Motor Cycle (insurance, Registration, etc.)	nos.	BDT	200,000	15	3,000,00
10	Report Breakdown is shown on the attached sheet.	L.S	BDT	2,340,000	1	2,340,00
11	Support staff (at fixed rate)**					
	Auto CAD Operator 1	month	BDT	50,000	87	4,350,00
	Auto CAD Operator 2	month	BDT	50,000	46	2,300,00
	Junior Engineer	month	BDT	60,000	62	3,720,00
	Inspector 1 (Netrakona)	month	BDT	50,000	38	1,900,00
	Inspector 2 (Netrakona)	month	BDT	50,000	26	1,300,00
	Inspector 3 (Kishoreganj)	month	BDT	50,000	38	1,900,00
	Inspector 4 (Kishoreganj)	month	BDT	50,000	26	1,300,00
	Inspector 5 (Habiganj, Sunamganj)	month	BDT	50,000	38	1,900,00
	Inspector 6 (Habiganj, Sunamganj)	month	BDT	50,000	26	1,300,00
12	Office staff (at fixed rate)**					
	a) Dhaka Office					
	Admin Manager	month	BDT	70,000	87	6,090,00
	Accountant	month	BDT	60,000	87	5,220,00
	Secretary/Typist	month	BDT	50,000	87	4,350,00
	Security Guard/Office boy	month	BDT	20,000	87	1,740,00
	Driver	month	BDT	25,000	454	11,350,00
	b) Other Office					
	Accountant/Secretary	month	BDT	40,000	162	6,480,00
	Security Guard/Office boy	month	BDT	15,000	162	2,430,00
13	Sub-let works (at actual) *					
	Boring & Soil Test and Survey — Pro Soil	L.S	BDT	80,000,000	1	80,000,00
	Flood and drainage Management — IWM	L.S	BDT	80,000,000	1	80,000,00
	RAP Preparation Cost — BBCS	L.S	BDT	10,000,000	1	10,000,00
	EIA Preparation Cost — Dev Consult	L.S	BDT	20,000,000	1	20,000,00
	PR Implementation Cost — BBCS	L.S	BDT	20,000,000	1	20,000,00
TOTAL OF LOCAL EXPENDITURES			BDT			371,803,00

Remarks)

*at actual: to be reimbursed at actual cost

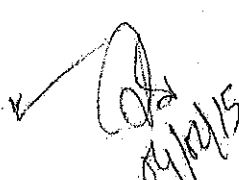

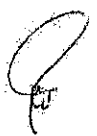
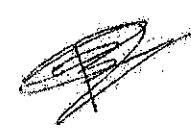

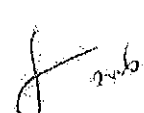

**at fixed rate: amount(s) which are to be paid to the Consultant against elapsed units of times or actual quantity of procure items without any receipts and supporting documents, and subject to annual escalation for remunerations and reimbursable and other expenses.

***This Tax includes Import Tax, AIT, VAT and other local Tax. It subject to change with Government decision.

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Breakdown of Office Equipment

Item		Unit	Q'ty	amount
1 Desktop computer with UPS including MS office	nos. BDT	75,000	18	1,350,000
2 AutoCAD	nos. BDT	150,000	2	300,000
3 GIS	nos. BDT	1,000,000	1	1,000,000
4 Plotter (A1)	nos. BDT	500,000	1	500,000
5 Laser Printer - Black & White, Color (A4)	nos. BDT	100,000	2	200,000
6 Photocopy machine incl. scanner & printer functions	nos. BDT	450,000	5	2,250,000
7 Digital Camera with GPS	nos. BDT	30,000	10	300,000
8 Projector	nos. BDT	100,000	1	100,000
9 White Board	nos. BDT	10,000	3	30,000
10 Desk and Chair	nos. BDT	30,000	32	960,000
11 Filing Cabinet	nos. BDT	20,000	5	100,000
12 Bookshelf	nos. BDT	20,000	4	80,000
13 Meeting table and chairs	nos. BDT	130,000	2	260,000
14 Air conditioner (split type)	nos. BDT	120,000	10	1,200,000
15 Refrigerator	nos. BDT	60,000	2	120,000
16 Water Dispensers	nos. BDT	15,000	2	30,000
17 Installation an removable of LAN	nos. BDT	100,000	5	500,000
18 Others	LS BDT	300,000	1	300,000
Total				9,580,000



FIN-5 : Breakdown of Reimbursable Expenses
 Invitation No.
 Loan No. BD-P80
 Consultancy Services for Management, Design & Supervision and Other Related Services for Haor
 Flood Management & Livelihood Improvement Project (BWDB Part)

FOREIGN EXPENDITURES		Unit	Currency	Unit Cost	Qty	JPY Cost
1 International air travel (at actuality)						
	TYO-Dhaka-TYO (round)	Trip	JPY	420,000	11	4,620,000
	TYO-Dhaka (one way)	Trip	JPY	280,000	1	280,000
	Dhaka-TYO-Dhaka (round)	Trip	JPY	360,000	16	5,760,000
	Dhaka-TYO (one way)	Trip	JPY	190,000	1	190,000
	Vancouver-Dhaka-Vancouver (round)	Trip	JPY	900,000	0	0
	Vancouver-Dhaka (one way)	Trip	JPY	650,000	1	650,000
	Dhaka-Vancouver-Dhaka (round)	Trip	JPY	600,000	3	1,500,000
	Dhaka-Vancouver (one way)	Trip	JPY	340,000	1	340,000
2 Per diem and accommodation allowance for international experts except Safeguard Specialist (at fixed rate)**						
		days	JPY	14,000	1,950	27,300,000
3 Per diem and accommodation allowance for Safeguard Specialist (at fixed rate)**						
		days	JPY	6,000	60	480,000
3 Incidental travel cost at home country (at fixed rate)**						
		Trip	JPY	30,000	32	960,000
TOTAL OF FOREIGN EXPENDITURE						42,080,000

Remarks)

*at Actual: to be reimbursed at actual cost

**at fixed rate: amount(s) which are to be paid to the Consultant against elapsed units of times or actual quantity of procured items without any receipts and supporting documents, and subject to annual escalation for remunerations and reimbursable and other expenses

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[Handwritten signatures and initials]

