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CONTRACT

on

Individual Consultant for Environment and Social Management

Technical Assistance Project for Institutional Strengthening of Rural Electrification Program(TAPP) of Bangladesh Rural Electrification Board (BREB)

Contract No. BREB/TAPP/ISPS-03/014

Date: 29/05/2018

THIS CONTRACT ("Contract") entered into on the 29 May, 2018 by and between Technical Assistance Project for Institutional Strengthening of Rural Electrification Program(TAPP), Bangladesh Rural Electrification Board (BREB), Govt. of the People's Republic of Bangladesh ("the Client") having its principal place of business at Head Office, Nikunja-2, Khilkhet, Dhaka-1229, Bangladesh and ENGR. MOHAMMAD NURUL ALAM SIDDIQUE ("the Consultant") address Mirpur, Dhaka, Bangladesh.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Reporting Obligations," to perform the Services.
 - (iii) The Consultant shall submit to client the reports in the form and within the time periods specified in Annex C "Cost Estimate of Services and Schedule of Rates".

2. Term

The period of initial contract will be for 120 (one hundred twenty) days spread over the period from commencing date upto project period with a possibility of extension for a further period subject to mutual agreement. The consultant will be accountable to the respective Project Director of Bangladesh Rural Electrification Board (BREB).

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3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed BDT 19, 00,000.00 (Twenty lakh) including all applicable Taxes. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below.

B. Remuneration

The Client shall pay the Consultant for Services rendered in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) Normal and customary expenditures for official travel, accommodation, printing and telephone charges.
- (ii) All transportation costs, properly and reasonably incurred by the Consultant in traveling for the purpose of the services within Bangladesh, including the cost of transportation by and appropriate means of public transport (economy class on air and highest class in all other modes of transport). It will need to be authorized by the Client's Coordinator;
- (iii) Such other expenses as approved in advance by the Client's Coordinator;

D. Payment Conditions

Payment shall be made in Bangladesh Taka (BDT) not later than 30 (thirty) days following submission of monthly invoices in duplicate to the Technical Assistance Project for Institutional Strengthening of Rural Electrification Program (TAPP).

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4. Project Administration

A. Coordinator

The client designates Mr. Debasish Chakraborty, Project Director of Technical Assistance Project for Institutional Strengthening of Rural Electrification Program (TAPP) of Bangladesh Rural Electrification Board (BREB) as a Client's Coordinator. The Coordinator will be responsible for the coordination of activities under this contract, for acceptance and approval of the reports and other deliverables by the client and for receiving and approving invoices for the payment.

The Project Director of Technical Assistance Project for Institutional Strengthening of Rural Electrification Program (TAPP) under Bangladesh Rural Electrification Board (BREB) or his assigned officer will monitor and supervise the Consultant's activity. He will be responsible for accepting the deliverables. He will also certify the invoices and give comments on deliverables submitted by Consultant.

B. Reports

The Consultant shall provide reports to the respective Project Director of BREB or assigned officer of BREB as and when required in accordance with the terms of reference of Annexure A.

5. Performance Standard

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

6. Confidentiality

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

7. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities

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

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

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10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

**11. Law
Governing
Contract and
Language**

This Contract shall be governed by the laws of Bangladesh and the language of the Contract shall be English.

**12. Dispute
Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

13. Termination**By Client**

The Client may terminate this Contract by not twenty-eight (28) days written notice to the Consultant to be given after the occurrence of any of the events specified below:

- If the Consultant does not remedy a failure in the performance of his obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing;
- If the Consultant has become insolvent or bankrupt;
- 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 twenty-eight (28) days;
- If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contractor; or
- If the Client, in its sole discretion, decides to terminate this Contract.

By Consultant

The Consultant may terminate this Contract, by not less than twenty eight (28) days written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:

- if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue; or
- 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 twenty-eight (28) days.

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FOR THE CLIENT

Signed by:

[Signature]
29.5.2018

Debasish Chakraborty
Project Director
Technical Assistance Project for
Institutional Strengthening of
Rural Electrification Program
(TAPP), Bangladesh Rural
Electrification Board (BREB)
Dhaka, Bangladesh.

FOR THE CONSULTANT

Signed by:

[Signature] 29/05/2018

Engr. Mohammad Nurul Alam Siddique
Consultant
Mirpur, Dhaka.

Witness:

1.

[Signature]
29-05-18
A. N. M. Rashad Hasan
GIS Specialist
TAPP Project, BREB, Dhaka

2.

[Signature]
29.05.2018
Nahid Hasan
Assistant Engineer
TAPP Project, BREB, Dhaka

“দেশপ্রেমের শপথ দিন, দুর্নীতিকে বিদায় দিন”