

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF HOUSING AND PUBLIC WORKS
URBAN DEVELOPMENT DIRECTORATE
82, SEGUNBAGICHA, DHAKA-1000
Website: www.udd.gov.bd

Request for Application

Selection of Individual Consultant (National)

**Water Resource Management Expert
for "Strategic Plan for Munshiganj District Project"**

(Assignment based)

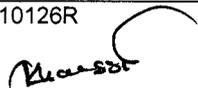
Invitation for Application No: 4.3
Issued on: 1 January 26



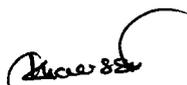
Section 1. Information to the Applicants

A. General

- 1 Scope of assignment 1.1 The Client has been allocated Public fund for **Preparation of Strategic Plan for Munshiganj District** and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
- 2 Qualifications of the Applicant 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
- 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.
- [Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]*
- 3 Eligible Applicants 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
- 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 133 (9) of the Public Procurement Rules, 2025.
- 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc. must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
- 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
- 3.5 The Applicant has the legal capacity to enter into the Contract.
- 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
- 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with Sub-Clause 4.2.



- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices
- 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive, coercive or obstructive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4.**
- 4.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 71 of the Public Procurement Rules 2025, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.



B. Preparation, Submission & Modification or Substitution of Applications

- 6 Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
- 7 Submission of Application
- 7.1 Pursuant to Rule-135(5) of the Public Procurement Rules 2025, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement. The application can be submitted through electronic mails as well.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is **15 January 26** up to **11:30 AM** Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications

- 8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.
- 8.2 The points to be given under each of the evaluation Criteria are:

Criteria	Points
• Educational Qualification	15 points
• Relevant past work experiences and their adequacy for the proposed assignment	60 points
• Relevant Professional Accreditation	5 points
• Suitability considering other skills (such as training, computer skills, proficiency in English and Bengali languages and others).	10 points
Total points:	90 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points **not less than 60** shall be considered disqualified.
- 8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants.
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated **with ten (10) points**.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 136 of the Public Procurement Rules 2025, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee (POC)

- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.
- 9 Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 144 of the Public Procurement Rules, 2025 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalize the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services.
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed negotiated Contract.

D. Award of Contract

10. Award of Contract 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
11. Debriefing 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
12. Commencement of Services 12.1 The applicant is expected to commence the assignment on **February 26** at the location **Dhaka**. The duration of the contract shall be **12 man months** from the date of commencement.

Section 2. Terms of Reference

2.1 Background and General Description

Area coverage of the Strategic Plan: Munshiganj district 6 upazilas: Gazaria, Tongibari, Serajdikhan, Lauhajong, Sreenagar and Munshiganj sadar. **Bikrampur** (City of Courage) was a historic region and a sub-division of Dhaka within the Bengal Presidency during the period of British India. Located along the banks of the Padma, it was a significant cultural and political center in Bengal. Total area is 1004 km².

2.2 Objectives of the Project

Primary objective of the plan is to lay down sector-wise Strategies guidelines. It is accompanied by a number of maps, and a composite map illustrating various plan proposals. It is to be mentioned here that the map of the structure plan is indicative in nature. Meaning, the exact alignment of each of the infrastructures will be finalized at the next stages of the planning package. Objective of the Strategic Plan are as follows:

- a. Prepare disaster-resilient land use plans for the project area, taking into account climate change, wetlands, floods, waterlogging, etc.;
- b. Appropriate location of civic facilities to ensure conservation of the environment and surroundings;
- c. Protect valuable agricultural lands, wetlands, forests, archaeological sites, and cultural heritage from unplanned urbanization;
- d. Propose connectivity of heritage sites with exiting transport network and promote planned township around heritage sites.

The Strategic Plan defines the overall development objective, direction, and extent of growth over a period of next 20 years and defines a set of Strategies guidelines with an aim to achieve the overall objectives of the Plan.

2.3 Duties and Responsibilities

The Water Resource Management Expert will:

- Formulate IWRM for planning area.
- Prepare flood inundation map considering return period 2.33, 5, 20, 50 and 100 years with climate change parameter.
- Prepare map of conservation area.
- Integrate storm water and rain water retention with public space design.
- Integrate hazard resiliency with urban planning
- Design water facilities for all user (plants, human and animals)

2.4 Selection Criteria

Candidates meeting the following requirements are encouraged to apply:

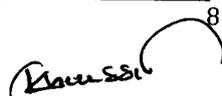
Minimum Educational Qualifications : MSc in Water Resources Development (WRD)/ equivalent
Minimum Relevant working Experience: 15 Years

2.5 Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant:

The activities of water resources management expert (Individual Consultant) would have to be synchronized with the Spatial Planning Team of "Strategic Plan for Munshiganj District Project".

Sl. No.	Reports	Date Due	Contents of the Report
1	Inception Report	After 2 mam months	Watershed Management study: <ul style="list-style-type: none">• <i>Work plan</i>• <i>Methodology</i>• <i>Content of the Study</i>
2	Interim Report	After 4 mam months	Watershed management working papers: <ul style="list-style-type: none">• <i>Hydrologic Characteristics</i>• <i>Hydrological Hazard assessment</i>• <i>Policy Guidelines Urban and Rural amenities and Public Space</i>• <i>Wetland restoration</i>
3	Draft Final Report	After 10 mam months	Formulate IWRM for planning area with spatial plan
4	Final Report	After 12 mam months	Updating Draft Final Report



8




Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable



Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs

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

I declare that I do not have any conflicts of interest connecting to the proposed assignment in accordance with Clause 5 of Section 1 of the RFA.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with Clause 4 of Section 1 of the RFA.

I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1 of Section 1 of the RFA.

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:



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

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

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

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

12 COMPUTER SKILL

CERTIFICATION

[Do not amend this Certification].

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

Signature

Print name

Date of Signing

dd / mm / yyyy

Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1. Finally after negotiation Remuneration & Reimbursable will be part of fixed lump-sum amount as per agreed deliverable in the contract.**

(1) **Remuneration**

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

Note: A month consists of 30 calendar days.

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

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

CONTRACT CEILING (1) + (2)	BDT. 42,00,000.00
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Section 4. Contract Forms

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



4.1 Contract Agreement (Assignment Based)

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

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

WHEREAS the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

1. Services
 - 1.1 The Consultant shall perform the Services specified in Annex A (*Description of Services*), which are made an integral part of the Contract.
2. Duration
 - 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices
 - 3.1 The Government requires that Client, as well as the Consultant, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
 - 3.2 The Government defines corrupt, fraudulent, collusive, coercive or obstructive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
 - 3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practices 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.
 - 3.4 If the Client at any time determines that the Consultant had been or has been, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Consultant from performance of the Contract revoking the award of contract; and
 - (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings under public funds.

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

“Corrupt practice” means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in these Rules;

“Fraudulent practice” means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

“Collusive practice” means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;

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

“Obstructive practice” means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023*.

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|----|--------------------------|-----|---|
| 4. | Applicable Law | 4.1 | The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh. |
| 5. | Governing Language | 5.1 | The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. | Modification of Contract | 6.1 | The Contract shall only be modified by agreement in writing between the Client and the Consultant. |

7. Ownership of Material
- 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.
- 7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract.
8. Relation between the Parties
- 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.
9. Contractual Ethics
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.

Payments to the Consultant

10. Ceiling Amount or Contract Price
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk *[insert amount]*, which includes remuneration and reimbursable expenses as set forth in Clause 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in **Annex B**
11. Lump-Sum Payment
- 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs (**Remuneration & Reimbursable**) required to carry out the services described in **Annex A**
12. Payment Conditions
- 12.1 **Currency:** Payments shall be made in Bangladesh Taka.
- 12.2 **Payments:** Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in **Annex C**
- 12.3 The Consultant shall submit an Invoice at the periods specified in **Annex C** after fulfilling the reporting obligations and payments shall be made by the Client within fourteen (14) working days of receipt of the invoice.
- 12.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

Obligations of the Consultant

13. Medical Arrangements 13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
14. Performance Standard 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
15. Contract Administration 15.1 **Client's Representative:** The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 15.2 **Reports:** During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in **Annex C**, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.
16. Confidentiality 16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
17. Consultant's Liabilities 17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
18. Consultant not to be Engaged in Certain Activities 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

19. Services, Facilities and Property 19.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

Termination and Settlement of Disputes

20. Termination
- 20.1 **By the Client**
The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 20.2 **By the Consultant**
The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to perform any payment related obligations towards the Consultant pursuant to the Contract.
21. Dispute Resolution
- 21.1 **Amicable Settlement**
The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 21.2 **Arbitration**
If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



ANNEX A: Description of the Services

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

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

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

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

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

(B) Reimbursable

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

CONTRACT CEILING (A) +(B)=	Total =
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ANNEX C: Consultant's reporting Obligations & Payment Schedule

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Inception Report	After 2 mam months	<p>The scope of work for Watershed Management under this study includes the following:</p> <ul style="list-style-type: none"> • Work plan • Methodology • Content of the Study • Direct observation through field visits of the study reach; • Public consultation during field visits on the project area; • Collection of data on existing setting of the project corridor; • Collection and processing of secondary data; • Collection of people's opinions from local perspectives on drainage opening and length; • Carrying out statistical analysis of water levels over the project area for determination of the water levels for different return periods and prepare a land use planning; • Consultation with project team during different phases of the study; • Reporting on the study. 	20% of contract price
2	Interim Report	After 4 mam months	<p>Watershed management of the project would be covered within working papers with:</p> <p><i>Hydrologic Characteristics</i></p> <ul style="list-style-type: none"> • A set up of local water resources system and drainage network; • A hydrological analysis; • Estimation of Water Level for Different Return Period; • Impact of Climate Change on Water Level. <p><i>Hydrological Hazard assessment</i></p> <ul style="list-style-type: none"> • Water Level Gauges around the project area; • Hazard mapping • Risk mapping • Estimation of climate change induced flood inundation. <p><i>Policy Guidelines Urban and Rural amenities and Public Space</i></p> <ul style="list-style-type: none"> • considering environmental hazards • Policy regarding Integrated water resources management; • Mitigation measures regarding Climate change induced flood inundation • Flood inundation model considering 2.33, 5, 20, 50 and 100 years return period • Strategic planning guidelines for Public Space and Urban amenities • Wetland restoration: wetland back to its natural state, improving its ecological function and benefits 	20% of contract price
3	Draft Final Report	After 10 mam months	<ul style="list-style-type: none"> • Formulate IWRM for planning area • Prepare flood inundation map considering return period 2.33, 5, 20, 50 and 100 years with climate change parameter. • Prepare map of conservation area. • Integrate storm water and rain water retention with public space design. • Integrate hazard resiliency with urban planning • Design water facilities for all user (plants, human and animals) 	40% of contract price
4	Final Report	After 12 mam months	Updating Draft Final Report	20% of contract price