

CONTRACT FOR CONSULTANT'S SERVICES

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Project Name: Flood & Riverbank Erosion Risk Management Investment Program
(FRERMIP) - Project 1

Loan/Grant No. Loan No. 3138 BAN (SF)/ Grant No. 0396 (EF)

Contract No. S-07

between

Bangladesh Water Development Board (BWDB)
Wapda Building, Motijheel C/A, Dhaka-1000

Name of the Client

and

Center for Environmental and Geographical Information Services (CEGIS)
House # 6, Road # 23/C, Gulshan-1, Dhaka-1212

Name of the Consultant

Dated: 5 February, 2015



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Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 5 day of the month of February, 2015, between, on the one hand, Bangladesh Water Development Board (BWDB) under the Ministry of Water Resources (MoWR) (hereinafter called the "Client") and, on the other hand, Center for Environmental and Geographic Information Services, House no. 6, Road no. 23/C, Gulshan-1, Dhaka-1212. (hereinafter called the "Consultant")

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received financing from the Asian Development Bank (ADB) in the form of a loan toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract. The Client has also allocated grant funds from Government of Netherlands which are administered by ADB and executed by the Client. It being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan and grant agreements, including prohibitions of withdrawal from the loan and grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan and grant agreements or have any claim to the loan and grant proceeds;

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NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee
- In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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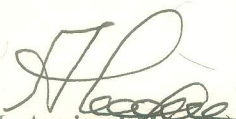
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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Bangladesh Water
Development Board (BWDB)

For and on behalf of Center for
Environmental and Geographical
Information Services (CEGIS)

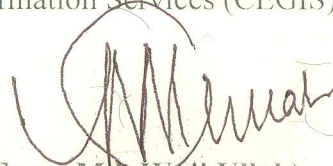

(A. M. Aminul Haque)

Project Director
PMO-FRERMIP

Bangladesh Water Development Board
(BWDB) Dhaka

Tel: 9568792

Fax: 9557236


(Engr. Md. Waji Ullah)

Executive Director

Center for Environmental and
Geographical Information Services
(CEGIS)

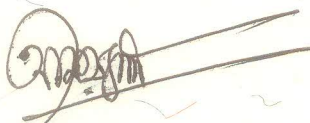
House No. 6, Road 23/C,
Gulshan-1, Dhaka-1212.

Tel: 8817648-52

Fax: 880-2-8823128

Witness

1.



Md. Amir Faisal
Superintending Engineer
PMO-FRERMIP
BWDB, Dhaka

2.


(Muhammad Jahangir Khan)

SDE, FRERMIP

BWDB, Dhaka.

1.


(Md. Sarfaraz Wahed)
Director,
Water Resources Management Division,
CEGIS, Dhaka.

2.


(RIFAT ANWAR)
Senior Professional
River, Delta & Coastal Morphology
CEGIS, Dhaka.