

**Government of the People's Republic of Bangladesh**  
**Ministry of Water Resources**



**Bangladesh Water Development Board (BWDB)**  
**Climate-Smart Agriculture and Water Management (CSAWM) Project**  
**(BWDB Part)**

**Standard Request for Application (SRFA)**  
**Selection of Individual Consultant (National)**  
**(Time Based)**

**Selection of PCU Support Expert (Individual)**  
**for Land Acquisition and Resettlement**

**EOI Ref. No. : CSAWM/BWDB/09/2022-23**

**Package No. : CSAWM-WDB-PCU-SD-04**

**Issued on :**

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# Section 1. Information to the Applicants

## A. General

- |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Scope of assignment             | 1.1 The Client has been allocated Public fund for "Climate-Smart Agriculture and Water Management(CSAWM) Project(BWDB Part)" 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 | <p>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.</p> <p>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.</p> |

***[ Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2 ]***

- |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. Eligible Applicants | <p>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</p> <p>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 112 (9) of the Public Procurement rules, 2008</p> <p>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</p> <p>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.</p> <p>3.5 The Applicant has the legal capacity to enter into the Contract</p> <p>3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.</p> <p>3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.</p> |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive 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 or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive 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 or coercive 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 55 of the Public Procurement Rule 2008, 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-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 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 [insert date] up to [insert time] 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:

[Client shall fixed the Points]

| Criteria                                                                                                                           | Points           |
|------------------------------------------------------------------------------------------------------------------------------------|------------------|
| • Educational Qualification                                                                                                        | 20               |
| • Relevant Working Experience and its adequacy for the assignment                                                                  | 65               |
| • Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others). | 10               |
| <b>Total points:</b>                                                                                                               | <b>95 points</b> |

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 70 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 five (5) 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 114 of the Public Procurement Rules 2008, 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 122 of the Public Procurement Rule, 2008 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 finalise 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 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.<br><br>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 mid April, 2023 at the location of Dhaka. The duration of the contract shall be 24 ( Twenty four) months from the date of commencement.                                                                                                        |

## **Section 2. Terms of Reference**

### **Ministry of Water Resources**

Bangladesh Water development Board(BWDB)

Climate-Smart Agriculture and Water Management (CSAWM) ( BWDB Part) Project

### **Terms of Reference**

**for**

### **PCU Support Expert (Individual) for Land Acquisition & Resettlement (Contract Package No.CSAWM-WDB-PCU-SD-04)**

#### **1. Background of the Project:**

The Government of Bangladesh and the World Bank (WB) funded project "Climate-Smart Agriculture and Water Management (CSAWM) " is being implemented for introduction of climate resilient agricultural and water management technologies and effective on-farm water management to support the cropping pattern . The Project Development Objective (PDO) of CSAWM is to enhance climate resilience and productivity of irrigated agriculture & fisheries in targeted sub-projects.

The CSAWM Project consists of four components and these are: i) Improved Climate Resilience of Flood Control, Drainage and Irrigation (FCDI) Infrastructure Systems; ii) Climate-Smart Agricultural Production and Marketing; iii)Project Management Support; and iv) Contingency Emergency Response.

The project implementation is a joint and shared responsibility of the Ministry of Water Resources (MoWR), Ministry of Agriculture (MOA) and the Ministry of Fisheries and Livestock (MoFL), respectively through the concerned agencies Bangladesh Water Development Board(BWDB), Department of Agricultural Extension(DAE) and Department of Fisheries(DoF). BWDB is the lead on activities related to improved and climate resilient Flood Control and Drainage (FCD), and Flood Control, Drainage and Irrigation (FCDI) infrastructures. DAE and DoF are the lead agencies for improved and climate resilient crop production and aquaculture production respectively. BWDB is acting as the lead and coordinating agency and MoWR is acting as the lead Ministry. In addition, this project will also address Participatory project Cycle Management (PSM) approach to promote the participatory and community mobilization aspects of subproject rehabilitation and management transfer and the involvement of communities in operations and (routine) maintenance (O&M) management. 110.35 Ha land acquisition is needed in 7 subprojects out of 19 subprojects located in 14 upazilas of 6 districts in Bangladesh.

There is a Project Coordination Unit (PCU) at BWDB, responsible for overall coordination across all project activities. PCU is headed by a Project Coordinating Director (PCD) and will be staffed with a Procurement Specialist, Financial Management Specialist and Land acquisition & resettlement specialist. There will be also separate design & supervision consulting firm for detail design/review of design, construction supervision, motivation & mobilization of WMOs in all the project cycle activities such as selection/review of rehabilitation of physical activities. Another separate consulting firm will be engaged for Monitoring & Evaluation of all activities under this project.

To support the the Land Acquisition & Resettlement activities of the project one Land Acquisition & Resettlement Expert will be hired as an individual consultant.

## **2. Objective of the assignment:**

The main objective of the Land Acquisition & Resettlement Expert is to assist the PD-PCU of CSAWM in land acquisition and resettlement process including preparation and implementation of Land Acquisition & resettlement Plans for selected Sub-projects following Bangladesh Acquisition and Requisition of Immovable Property Act, 2017.

The scope of the sub-consulting services in this ToR might require adjustment based on the project demand and situation during implementation of the project.

## **3. Qualifications and Experience:**

The Land Acquisition & Resettlement Expert should have minimum Graduate Degree in any discipline from a recognized university with a minimum of 10 years experience in land administration & acquisition of land and resettlement activities for infrastructure projects. He/she should also have working experience in land survey, digitization of map, land plan, resettlement activities etc. Experience in working with World Bank/ADB or similar Development partners finance project or GoB funded infrastructure project will be an added advantage.

## **4. Overall Scope of Services:**

Overall Scope of Services will be preparation & implementation of Land Acquisition Proposal & Resettlement action Plan and to assist the PCU in land acquisition & Resettlement process as well as to assist the affected persons in arranging relevant documents and records in favor of their rights and title to the land for expediting land acquisition process

## **5. Roles and responsibilities:**

The specific responsibilities of the specialist will include but not necessarily be limited to the following:

### **A. Land Acquisition**

The responsibility of the Land Acquisition & Resettlement Support Expert will be to assist the PCU in land acquisition process. The specific responsibilities of the specialist will include but not necessarily be limited to the following:

#### **A.1 Preparation of Land Acquisition Proposal (LAP)**

- (1) Follow the engineering design & drawing of project infrastructures and long sections and cross-section of embankments, khals and other structures to understand the requirement of additional land along the existing embankments and other water resources infrastructures.
- (2) Collection of mouza maps of land parcels, digitization of mouza maps and superimposing embankment and other hydraulic structures alignments on the digitized mouza maps.
- (3) Coordinate land survey following the long sections of the design of embankments, khals and other structures and the mouza maps with demarcation of alignment and adjust the alignment on ground.
- (4) Coordinate and supervise finalization of land plans and preparation of land schedule/plot index for each sub-projects as an LA Case.
- (5) Coordinate and liaise with the Director, Land and Revenue of BWDB in obtaining Administrative Approval on the proposed land acquisition for each sub-projects.
- (6) Develop and collect constituent documents and certificates as per requirement of the law and rules on land acquisition and prepare Land Acquisition Proposal with all required maps, drawings, schedules, documents and certificates for each sub-projects.

- (7) Liaise with the Executive Engineers (XEN) at field level ensuring that land acquisition remains the minimum and no vulnerable and tribal peoples are affected in the process of preparing the LAP.
- (8) Coordinate and seek technical assistance from the main consultant on social issues and community agreement on the land acquisition plans.

## **A.2 Submission of LAP and Following up LA Process**

- (1) Closely follow up submission of the LAPs and the approval process by the Ministry of Water Resources, the District Land Allocation Committees (DLAC) and Central Land Allocation Committee (CLAC) /Ministry of Land.
- (2) Liaise with the LA officials in concerned Deputy Commissioners (DC) office and follow through the acquisition process for payment of compensation under law to eligible persons timely.
- (3) Follow up notifications under sections 4, 7 and 8, joint on site verification of physical assets and land use and valuation of land and assets under acquisition.
- (4) Assist affected landowners in procuring any missing legal documents required to claim compensation under law (CUL) with assistance from the AD, Land and Revenue at the zonal office of BWDB.
- (5) Responsible for mobilization of the land owners to ensure that everybody turns up in the process of expediting land acquisition.

## **A.3 Taking Over Possession of Land**

- (1) Monitor payment of compensation under law by the LA Office of concerned DC offices.
- (2) Responsible for coordinating handing over land by the DC offices and taking over possession of land by the Executive Engineers on behalf of BWDB.
- (3) Ensure that land title is transferred against Bangladesh Water Development Board.
- (4) Notify the land owners for dispossession of their lands acquired following the payment of compensation at replacement value at the time of dispossession.

## **B. Resettlement:**

The responsibility of the LA and Resettlement Support Expert will also perform the tasks of resettlement process for selected sub-projects, compensate affected persons, resettle & rehabilitate them through preparation and implementation of Resettlement Action Plans. The specific responsibilities of the specialist will be, but not limited to, the following:

### **B.1 Resettlement Planning**

- (1) Review the design of social impact assessment (SIA) study of this project to make sure that the surveys and consultations are done on schedule and adequate resources and appropriate expertise are applied.
- (2) Monitor conduct of the SIA on site through the field office resources of the PCU to ensure that the surveys and consultations are full and inclusive.
- (3) Review the SIA reports prepared under this project and assist the Project Director for obtaining Bank clearance on the reports.

- (4) Responsible for obtaining Bank clearance of the Resettlement Action Plans (RAP) taking assistance from the Project Director, PCU, BWDB,
- (5) Make sure of timely preparing of RAPs and payment plan of land compensation.
- (6) Any other tasks as assigned by the PD regarding the process, preparation and approval of RAPs.

## **B.2 Implementation of RAPs**

- (1) Make sure that the work program and implementation schedule of the RAP are being implemented correctly.
- (2) Assist XENs in collecting CUL payment information from DC offices, which are required to determine top-up payment.
- (3) Participate in grievance redress procedure and keep detailed records of grievances and the hearings, and assist to report the outcomes as per the format provided in the Resettlement Policy Framework.
- (4) Prepare and adopt RAP Implementation Guideline in consultation with the BWDB relevant departments and units with assistance from the main consultant & PCU, BWDB.
- (5) Initiate legal procedure, formation and establishments of participatory resettlement management committees including (i) Property Assessment and Valuation Committee, (ii) Grievance Redress Committees and (iii) Physical Relocation Assistance Committees.
- (6) Monitor identification of eligible project affected persons for compensation and assistance as per the provision of the RAPs and determining their compensation assistance cash amount.
- (7) In accordance with the Payment Modality of the RAP Implementation Guideline, monitor and make sure of the delivery of entitlements to the affected persons.
- (8) Carry out monitoring and evaluation on social safeguards implementation on behalf of the PCU.
- (9) Monitor the progress and report back to the Project Director, PCU on the status of implementation of the LAP & RAP.
- (9) Perform any other tasks/activities as directed by PD, PCU.

## **6. Duration :**

Duration of the consultancy services would be for 24 (twenty four) months during the project period. It is expected to start the services from mid April, 2023 and will continue up to mid April, 2025. However, the Contract may be extended further; based on project needs and satisfactory performance of the consultants.

## **7. Institutional Arrangement:**

The individual Consultant will be based in PD-PCU office as well as in the sub-project field offices under the Jurisdiction of concerned Executive Engineer, BWDB.

## **8. Logistics and facilities provided by the client:**

BWDB may provide Computer, printer and necessary consumables. BWDB also provide office accommodation and support staff. All payments of support staffs will be made from specialist monthly payment as reimbursable item. Any non-consumable item purchased under this consultancy package shall be handed over to BWDB after completion of the contract. The expert will have to arrange own transportation for attending office on all regular workdays.

**9. Reporting Requirement:**

The Consultant will submit Inception Report and deliver (a) Monthly Progress Report, (b) Quarterly Progress Report, (c) Semi-annual Progress Report, (d) Annual Progress Report, (e) Draft Task Completion Report, (f) Draft Task Completion Report and (g) any other report as per requirement. The payment will be made against submission of satisfactory monthly report.

**10. Selection method:**

Selection of the Land Acquisition & Resettlement Expert will follow the procedures for selecting Individual Consultants described in the PPA-2006 and PPR-2008.

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

*[The Client should explain in clear terms what is required of the Applicant if he/she is to be hired.]*

### **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 was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 5.

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

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

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><br><br><i>e.g. English</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Speaking</u><br><br><i>Fluent</i>   | <u>Reading</u><br><br><i>Excellent</i> |            |                                  |                                 |            |       |     |            |       |     |                  |       |     |
|                  |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>Writing</u><br><br><i>Excellent</i> |                                        |            |                                  |                                 |            |       |     |            |       |     |                  |       |     |
| 9                | COUNTRIES OF WORK EXPERIENCE                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                                        |            |                                  |                                 |            |       |     |            |       |     |                  |       |     |
| 10               | EMPLOYMENT RECORD<br><br><i>[starting with present position list in reverse order <b>every employment held and state the start and end dates of each employment</b></i> | <div style="display: flex; justify-content: space-between;"> <div> <i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i><br/><br/> <i>[The Applicant should clearly indicate the Position held and <b>give a brief description of the duties</b> in which the Applicant was involved].</i> </div> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">EMPLOYER 1</td> <td style="width: 30%;">FROM: <i>[e.g. January 1999]</i></td> <td style="width: 30%;">TO: <i>[e.g. December 2001]</i></td> </tr> <tr> <td>EMPLOYER 2</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 3</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 4 (etc)</td> <td>FROM:</td> <td>TO:</td> </tr> </table> |                                        |                                        | 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: |
| 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**.

**(1) Remuneration ( Exclusive all local Taxex)**

| Rate<br>(per month in Tk) | Staff Time<br>( Months ) | Total (Tk) |
|---------------------------|--------------------------|------------|
|                           | 24                       |            |

**Note: A month consists of 30 calendar days.**

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

|                                              | Unit  | Rate per unit (Tk.) | Total unit | Total Amount (Tk) |
|----------------------------------------------|-------|---------------------|------------|-------------------|
| (a) Per Diem Allowance                       | Day   |                     |            |                   |
| (b) Travel Cost L.S. at actual               | L.S.  |                     |            |                   |
| (c) Communication Charge                     | Month |                     | 24 Months  |                   |
| (d) 1 No. Support Staff for 10 months        | Month |                     | 10 months  |                   |
| ( d ) Laptop Computer with software          | No.   |                     | 1 No.      |                   |
| ( e ) Other Expenses ( <i>to be listed</i> ) |       |                     |            |                   |
|                                              |       |                     | Sub-total  |                   |

|                            |  |
|----------------------------|--|
| CONTRACT CEILING (1) + (2) |  |
|----------------------------|--|

## Section 4. Contract Forms

### 4.1 Contract Agreement (Time-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 ( <i>Description of Services</i> ), 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 or Coercive Practices | <p>3.1 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.</p> <p>3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the <b>Sub-Clause 3.5</b></p> <p>3.3 Should any corrupt, fraudulent, collusive or coercive 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.</p> <p>3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:</p> <ul style="list-style-type: none"><li>(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and</li><li>(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.</li></ul> |

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

**"corrupt practice"** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;

**"fraudulent practice"** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

**"collusive practice"** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or

**"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, Applications, Proposals or Quotations.

- |                                 |                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.<br><br>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 | 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount 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 are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [ delete those inappropriate ]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.
- 13.2 **Advance Payment:** Not applicable

- 13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice when fund is available.
- 13.4 **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.
- 13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

#### **Obligations of the Consultant**

- |                              |                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14. Medical Arrangements     | 14.1 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.                                                                              |
| 15. Working Hours and Leave  | 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.<br><br>15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.                                                                                         |
| 16. Performance Standard     | 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.                                                                                                                                                                                                                                                        |
| 17. Contract Administration  | 17.1 <b>Client's Representative</b><br>The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.<br><br>17.2 <b>Timesheets</b><br>The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative. |
| 18. Confidentiality          | 18.1 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.                                                                                                      |
| 19. Consultant's Liabilities | 19.1 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.

- 19.2 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.
20. Consultant not to be Engaged in Certain Activities
- 20.1 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**

21. Services, Facilities and Property
- 21.1 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**

22. Termination
- 22.1 **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.
- 22.2 **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 pay any monies due to the Consultant pursuant to the Contract.
23. Dispute Resolution
- 23.1 **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.
- 23.2 **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**

*Will be fixed as per agreed ToR & Negotiation*

## 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 [state monthly, daily or hourly] 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) Travel Cost L.S. at actual                                      |      |                 |             |                 |
| (c) Communication Charge                                            |      |                 |             |                 |
| (d) 1 No. Support Staff for 10 months                               |      |                 |             |                 |
| (e) Laptop Computer with software                                   |      |                 |             |                 |
| (f) Other Expenses (to be listed)                                   |      |                 |             |                 |
|                                                                     |      |                 |             |                 |
| Supporting documents and vouchers must be attached with the invoice |      | Sub-total (B) = |             |                 |

|                                   |                |
|-----------------------------------|----------------|
| <b>CONTRACT CEILING (A) +(B)=</b> | <b>Total =</b> |
|-----------------------------------|----------------|

**ANNEX C: Consultant's Reporting Obligations**  
(Sample Format)

| Sl. No. | Reports                                                                                                                       | Contents of Reports | Persons to Receive them | Date of Submission |
|---------|-------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------|--------------------|
| 1       | Inception Report                                                                                                              |                     |                         |                    |
| 2       | (a) Monthly Progress Report<br>(b) Quarterly Progress Report<br>(c) Semi-annual Progress Report<br>(d) Annual Progress Report |                     |                         |                    |
| 3       | Draft Task Completion Report                                                                                                  |                     |                         |                    |
| 4       | Final Task Completion Report                                                                                                  |                     |                         |                    |
| 5       | Report as per necessity                                                                                                       |                     |                         |                    |

The reporting requirements will be fixed as per agreed ToR and Negotiation.

