



Government of the People's Republic of Bangladesh
Ministry of Housing and Public Works
URBAN DEVELOPMENT DIRECTORATE

**CONTRACT AGREEMENT
FOR
CONSULTANCY SERVICES**

For
**“Preparation of Development Plan for Fourteen Upazilas”
Package-5**

[Ramu Upazila (391.71 sq. km.), District-Cox's Bazar &
Rangunia Upazila (361.54 sq. km.), District-Chittagong]

BETWEEN

URBAN DEVELOPMENT DIRECTORATE (UDD)

AND

Joint Venture of

House of Consultants Ltd. & Disaster Management Watch

House # B-154, (Ground Floor), Road# 22

D.O.H.S, Mohakhali, Dhaka-1212

Tel: 9894206, 9894209, Fax-9894285.

Email: hcl@hclbd.org, hcl.email@yahoo.com

December 2014

Shafiqul Islam Khan
Project Manager-5
“Preparation of Development Plan
for Fourteen Upazilas” Project
Urban Development Directorate



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Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the 23rd day of the month of **December, 2014**, between, on the one hand, URBAN DEVELOPMENT DIRECTORATE (UDD), Ministry of Housing and Public Works (hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the client for all the Consultant's obligations under this Contract, namely **House of Consultants Ltd in association with Disaster Management Watch** (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services for the Preparation of Development Plan for Package 5 [Ramu Upazila (391.71 sq.km), District- Cox's Bazar and Rangunia Upazila (361.54 sq km), District-Chittagong] under "Preparation of Development Plan for Fourteen Upazilas" as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
 - (a) The Form of Contract;
 - (b) The General Conditions of Contract (GCC),
 - (c) The Particular Conditions of Contract (PCC);
 - (d) The Appendices (1 to 6).

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Appendix 1: Description of the Services/TOR-1 & TOR-2

Appendix 2: Reporting Requirements

Appendix 3: Key Personnel and Sub-Consultants

Appendix 4: Services and Facilities to be provided by the Client

Appendix 5: Cost Estimates

Appendix 6: Minutes of Negotiation Meeting dated 27th November 2014

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.

9.4.11
[Signature]

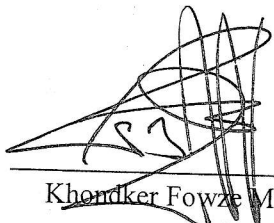


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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of


URBAN DEVELOPMENT DIRECTORATE (UDD), Client



23/12/2014
Khondker Fowze Muhammed Bin Farid
Director
Urban Development Directorate

For and on behalf of the Consultant

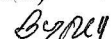

Joint Venture of House of Consultants Ltd and Disaster Management Watch.

For and on behalf of each of the Members of the Consultant



23.12.2014
Selim Reza
Managing Director
House of Consultants Limited


23.12.2014
S.S. Biddya Baron Sarker
Managing Director
Disaster Management Watch.

Witness (Consultant)

1. 
Md. BATAZID HASAN
Chairman, DM. Watch
2. 
Md. Ashraf Uddin
CO-ordination officer
House of Consultants Ltd.

Witness (Client)

1. 
23.12.2014
Senior Planner &
Project Director, UDD
2. SHAFIQUL ISLAM KHAN
SOCIOLOGIST & P.M-5
Preparation of Development
Plan for fourteen Upazilas.

General Conditions of Contract (GCC)

A. General

1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
 - (b) **Client/Procuring Entity** is the party named in the **PCC** who engages the Consultant to perform the Services.
 - (c) **Completion** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Client, in accordance with GCC Clause 55.1.
 - (e) **Consultant** is a person who has been short-listed to submit a Proposal for providing intellectual and professional services duly accepted by the Client; named as such in the **PCC** and the Contract Agreement.
 - (f) **Contract Agreement** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (g) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.
 - (h) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 47.1.
 - (i) **Day** means calendar day unless otherwise specified as working days.
 - (j) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 18.1.
 - (k) **GCC** mean the General Conditions of Contract.
 - (l) **Government** means the Government of the People's Republic of Bangladesh.
 - (m) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;
 - (n) **Intended Completion Date** is the date on which it is intended that the Consultant shall complete the Services as specified in the GCC Sub Clause

- (o) **Member** means in case where the Consultant consists of a joint venture consortium or association any of the entities that make up the joint venture and "**Members**" means all these entities.
- (p) **Month** means calendar month
- (q) **Party** means the Client or the Consultant, as the case may be, and "**Parties**" means both of them. Third party means any party other than Client and Consultant.
- (r) **Personnel** mean professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and "Key Staff/Personnel" means the Personnel referred to in GCC Sub Clause 23.1.
- (s) **Reimbursable expenses** mean all assignment-related costs other than Consultant's remuneration.
- (t) **Remuneration** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- (v) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendices 1 to 6** of the Contract Agreement.
- (w) **Sub-Consultant** means any person or entity to whom/which part of the Services is sub-consulted.
- (x) **Third Party** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (y) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Phased
Completion

- 2.1 If phased completion is specified in the **PCC**, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

3. Commu-
nications and
Notices

- 3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the **PCC**.
- 3.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.
- 3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. Governing

- 4.1 The Contract shall be governed by and interpreted in accordance with the

- Law laws of the People's Republic of Bangladesh.
5. Governing Language
- 5.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or **Bangla**. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
- 5.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Documents Forming the Contract in Order of Precedence
- 6.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the Contract Agreement;
 - (b) the Particular Conditions of Contract (PCC);
 - (c) the General Conditions of Contract (GCC);
 - (d) the Appendix 1 to 6; and
 - (e) any other document as specified in the **PCC** forming part of the Contract.
7. Assignment
- 7.1. Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.
8. Eligible Services
- 8.1 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.

9. Contractual Ethics 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.
10. Joint Venture (JV) 10.1 If the Consultant is a Joint Venture (JV);
- (a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Client for performance of the Contract;
 - (b) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received; provided that if the other partners of the JV subsequently become available before the legal action has been completed, the Client shall have the right to take action against those other partners of that JV as well.
 - (c) the composition or constitution and legal status of the JV shall not be altered without the prior approval of the Client;
 - (d) alteration of partners, **except the Leading partner**, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall performance of the Service, whereby the incoming partner shall require to possess qualifications higher than that of the outgoing partner;
 - (e) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices and, while in case, the **Leading partner** is found incompetent or has been debarred due to the same reasons stated herein, the Contract shall be terminated pursuant to GCC Sub Clause 60.2.
11. Authority of Member in Charge 11.1 In case the Consultant is a Joint Venture, the JV partners shall nominate the **Leading Partner** as **REPRESENTATIVE**, as specified in the PCC, being entrusted with the Contract administration and management at assignment location, as stated under GCC Sub Clause 14, who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV.
12. Authorized Representatives 12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials as specified in the PCC.
13. Relation between the Parties 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be

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fully responsible for the Services performed by them or on their behalf hereunder.

14. Location 14.1 The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Taxes 15.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, unless otherwise exempted by the Government.
16. Corrupt, Fraudulent, Collusive or Coercive Practices 16.1 The Government requires that the Client, as well as the Consultant shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
- 16.2 The Government requires that Client, as well as the Consultant shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2(b).
- 16.3 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:
- (a) **"corrupt practice"** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the 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 the Client in connection with a procurement proceeding or Contract execution;
 - (b) **"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;
 - (c) **"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 Proposals submitted or fix Proposal Prices at artificial, non-competitive levels, thereby denying the Client the benefits of competitive price arising from genuine and open competition;
 - (d) **"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 procurement proceedings.

- 16.4 Should any corrupt or fraudulent practice 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. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client relating to matters of alleged fraud or corruption shall be in writing.
- 16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the Consultant alleged to have carried out such practices, the Client will :
- (a) exclude the Consultant from further participation in the particular Procurement proceeding; or
 - (b) Declare, at its discretion, the Consultant to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.
- 16.6 The Consultant shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2001 and Rule 127 of the Public Procurement Rules, 2008.

B. Commencement, Completion and Modification

17. Effectiveness of Contract 17.1 The Contract shall come into force and effect on the date, called the "Effective Date", of the Client's notice to the Consultant instructing the Consultant to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the PCC have been met.
18. Effective Date 18.1 The date the Contract comes into effect shall be as specified in the PCC.
- 18.2 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
19. Commencement of Services 19.1 The Consultant shall commence carrying out the Services not later than a specified number of days after the Effective Date as specified in the PCC.

20. Expiration of the Contract 20.1 Unless terminated earlier pursuant to GCC Clauses 60 to 63, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.
21. Modifications or Variations 21.1 The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
- 21.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 21.3 The Consultant shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 21.2. The estimate shall comprise the following:
- (a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
 - (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
 - (c) a detail costing covering the total amount of the Variation Orders; and
 - (d) a proposed revision of the schedule of payments as approved, if required.
- 21.4 Variation Orders, as stated under GCC Sub Clause 21.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof.
- 21.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Clause 21, the breakdown of the lump-sum price provided in **Forms 5B3** and **5B4** shall be the basis.

C. Consultant's Personnel and Sub-Consultants

22. General 22.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services under the Contract.
23. Description of Personnel 23.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in **Appendix 3**, to the Contract.
- 23.2 The periods of engagement of Key Personnel set forth in **Appendix 3**

may be increased by agreement in writing between the Client and Consultant, if additional work is required beyond the Scope of Services specified in **Appendix 1** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 44.2 of this Contract, this will follow procedures as stated under GCC Clause 21, including prior review where necessary.

24. Approval of
Personnel

24.1 The Client approves the Key Personnel and Sub Consultants listed in title as well as by name in **Appendix 3** to the Contract. In respect of other Personnel that the Consultant proposes to use in carrying out of Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

25. Removal and/or
Replacement of
Personnel

25.1 Except as the Client may otherwise agree, no changes shall be made to the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Client, including prior review where necessary.

25.2 If the Client

- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
- (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel;

then the Consultant shall, at the Client's written request specifying grounds therefore, forthwith provide as a replacement, a person of equivalent qualifications and experience, as stated under GCC Sub Clause 25.1, acceptable to the Client.

25.3 Any of the Personnel provided as a replacement under GCC Sub Clause 25.1 and 25.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree;

- (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 25.4 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the allocated duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services by itself.

D. Obligations of the Consultant

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|---|--|
| 26. Standard of Performance | 26.1 The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties. |
| 27. Conflict of Interests | 27.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| 28. Consultant Not to Benefit from Commissions Discounts etc. | 28.1 The remuneration of the Consultant as stated under GCC Clause 44, 45 and 46 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 29.1 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration. 28.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| 29. Consultant and Affiliates not to Engage in Certain Activities | 29.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services . |
| 30. Prohibition of Conflicting | 30.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either |

- Activities directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
31. Confidentiality 31.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- [For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]*
32. Liability of the Consultant 32.1 The Consultant, in lieu of furnishing any Performance Security, shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 32.2 thru 32.6 inclusive for due performance of the Contract.
- 32.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - (b) plagiarism or alleged plagiarism by the Consultant.
- 32.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 32.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 20 provided:
- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;
 - (b) that the ceiling on the Consultant's liability under GCC Clause 20 shall be limited to the amount as specified in the PCC, except that

such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and

- (c) that the Consultant's liability under GCC Clause 26 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

32.5 In addition to any liability the Consultant may have under GCC Clause 26, the Consultant, at their own cost and expense, upon request of Client; shall re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 26.

32.6 Notwithstanding the provisions of GCC Sub Clause 32.4(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or
- (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.



33. Insurance to be
taken out by the
Consultant

33.1 The Consultant

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the **PCC**; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

34. Accounting,
Inspection and
Auditing

34.1 The Consultant shall

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if required by the Client as the case may be.

34.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

35. Consultant's
Actions
Requiring
Client's Prior
Approval

35.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the Personnel listed in **Appendix** to the Contract;
- (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
- (c) any other action that may be specified in the **PCC**.

35.2 Notwithstanding any approval under GCC Sub Clause 35.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its Personnel and retain full responsibility for the Services.

36. Reporting Obligations
- 36.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.
37. Proprietary Rights on Documents Prepared by the Consultant
- 37.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
- 37.2 The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.
- 37.3 Other restrictions, if any, about the future use of these documents and software, if any, shall be as specified in the **PCC**.
38. Proprietary Rights on Equipment and Materials Furnished by the Client.
- 38.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
- 38.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
- 38.3 During the possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

E. Obligations of the Client

39. Assistance and Exemptions
- 39.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
 - (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
 - (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the Services; and
 - (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the **PCC**.

40. Access to Land 40.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultant or the Personnel of either of them.

41. Change in the Applicable Law Related to Taxes 41.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 44.2.

42. Services and Facilities 42.1 The Client shall make available to the Consultant, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix 4** to the Contract at the times and in the manner specified.

42.2 In case that such services and facilities shall not be made available to the Consultant as specified in **Appendix 4**, the Parties shall agree on:

- (a) any time extension that may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any services and facilities from other sources, and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 48.1.

F. Payments to the Consultants

43. Payment 43.1 In consideration of the Services performed by the Consultant under the Contract, the Client shall make to the Consultant such payments and in such manner as stated under GCC Clauses 44 to 53.

44. Cost Estimate of Services: 44.1 An estimate of the cost of the Services is set forth in **Appendix 5** to the contract.

Ceiling Amount 44.2 Except as may be otherwise agreed under GCC Clause 21 and subject to GCC Sub Clause 48.1, payments under this Contract shall not exceed the ceiling as specified in the GCC Sub Clause 47.1.

- 44.3 Notwithstanding GCC Sub Clause 44.2, if pursuant to any of the GCC Clauses 41 or 42, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 44.1 above, the ceiling set forth in GCC Sub Clause 44.2 above shall be increased by the amount of any such additional payments.
45. Payments: General
- 45.1 Payments due to the Consultant in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Consultant specified in the **PCC**, nominated by the Consultant in the currency specified in the Contract.
- 45.2 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
46. Lump-Sum Payment
- 46.1 The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in **Appendix 1**.

47. Contract Price 47.1 The Contract Price is set forth in the **PCC**.
48. Payment for Additional Services 48.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 21.
49. Modes of Billing and Payment 49.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 50, 51 and 53.
50. Advance Payment 50.1 If so specified in the **PCC**, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the **PCC**. The Advance Payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:
- (a) remain effective until the Advance Payment has been fully amortized as specified in the **PCC**; and
 - (b) be in the format, without any alteration
- 50.2 Advance Payments shall be amortized by the Client in the manner specified in the **PCC** until fully offset.
51. Interim Payments 51.1 Payment will be made according to the payment schedule as specified in the **PCC** subject to the provision of Advance Payment stated in GCC Clause 50. Any other payment shall also be made after the condition as specified in the **PCC** for such payment have been met, and the Consultant has submitted an invoice not later than fifteen (15) days after that condition met, to the Client specifying the amount due.
- 51.2 The Client shall pay the Consultant within thirty (30) days after receipt by the Client, of the invoices.
- 51.3 If the Client has delayed payment beyond thirty (30) days after the date, interest at the annual rate as specified in the **PCC** shall be payable as from the above due date on any amount due by, but not on, such due date.
52. Amendment to Contract 52.1 The amendment to Contract shall generally include extension of time, the Intended Completion Date, increase or decrease in original Contract Price and any other changes duly approved under the Conditions of Contract.
- 52.2 The Client shall amend the Contract, incorporating the changes approved, in accordance with the Delegation of Financial Power of Attorney and delegation thereof and, introduced to the original terms and conditions of the Contract, including prior review where necessary.

53. Final Payment 53.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
54. Suspension of Payments 54.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Time Control

55. Completion of Services 55.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant and, as updated with the approval of the Client, and complete them in all respects by the Intended Completion Date, as specified in the GCC Sub Clause 20.1.
56. Early Warning 56.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
57. Extension of the Intended Completion Date 57.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant, including prior review where necessary, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.

58. Progress Meetings

- 58.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 58.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

H. Good Faith and Fairness

59. Good Faith and Fairness

- 59.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 59.2 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 71.2.

I. Termination and Settlement of Disputes

60. Termination for Default

- 60.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than twenty-eight (28) days' written notice of termination to the other party.
- 60.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 54, within twenty-eight (28) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competition for or in executing this Contract;

- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 71.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 71.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

61. Termination for Insolvency 61.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:
- (a) the Client becomes bankrupt or otherwise insolvent;
 - (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent, bankrupt or enter into any agreements with their creditors for the relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
 - (c) in such event, termination will be without compensation to either party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
62. Termination for Convenience 62.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination must specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
63. Termination because of Force Majeure 63.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
64. Force Majeure 64.1 For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 64.2 Force Majeure shall not include any:
- (a) event which is caused by the negligence or intentional act of a Party or such Party's Sub-Consultants or agents or employees, or
 - (b) event which a diligent Party could reasonably have expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

67. Cessation of Rights and Obligations
- 67.1 Upon termination of the Contract pursuant to GCC Clause 60 to 63, or upon expiration of this Contract pursuant to GCC Clause 20, all rights and obligations of the Parties hereunder shall cease, except
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
 - (b) the obligation of confidentiality set forth in GCC Clause 31;
 - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 34; and
 - (d) any right which a Party may have under the Applicable Law.
68. Cessation of Services
- 68.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 60 to 63, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 37 and or 38.
69. Payment upon Termination
- 69.1 Upon termination of this Contract pursuant to GCC Clause 60 to 63, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to GCC Clause 44 to 53 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to GCC Sub Clause 60.2 (a), (b), & (c) and GCC Sub Clause 61.1 (a), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
70. Disputes about Events of Termination
- 70.1 If either Party disputes whether an event specified in GCC Clause 61 or 62 has occurred, such Party may, within forty-five (45) days of receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Sub Clause 71.2, and this Contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 70.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 71.

71. Settlement of
Disputes

71.1 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.

71.2 Arbitration

- (a) If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.
- (b) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force at the location specified in the **PCC**.
- (c) Notwithstanding any reference to arbitration herein
 - (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
 - (ii) the Client shall pay the Consultant any monies due the Consultant

71.3 The expiration of the Intended Completion Date under GCC Sub Clause 55.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Sub Clause 71.1 and 71.2 shall not be deemed a termination of the Contract.

Particular Conditions of Contract (PCC)

| GCC Clause | Amendments of, and Supplements to Clauses of Section 3. General Conditions of Contract |
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| <p>1.1 (b)</p> <p>1.1 (e)</p> | <p>The Client is: Director Urban Development Directorate 82, Segunbagicha, Dhaka-1000.</p> <p>Authorized representative: Shaheen Ahmed Project Director "Preparation Of Development Plan for Fourteen Upazilas" Urban Development Directorate 82, Segunbagicha, Dhaka-1000.</p> <p>The Consultant is: Joint Venture of House of Consultants Ltd. and Disaster Management Wa House # B-154, (Ground Floor), Road# 22, D.O.H.S, Mohakhali, Dhaka-1212. Bangladesh.</p> |
| GCC 2.1 | The assignment is to be completed in the following phases: None |
| GCC 3.1 | <p>The Client's addresses for the purpose of Communications and Notices under Contract is :</p> <p>Contact Person : Shaheen Ahmed, Project Director, "Preparation Of Development Plan for Fourteen Upazilas"</p> <p>Address : Room No # 407 (3rd Floor), Urban Development Directorate, 82, Segunbagicha, Dhaka-1000.</p> <p>Tel : <u>+88-02-9554925</u> Fax : <u>+88-02-9557868</u> e-mail address: <u>ashaheen1192@yahoo.com</u></p> <p>The Consultant's addresses for the purpose of Communications and Notices under Contract is :</p> <p>Contact Person : Selim Reza, Managing Director, House of Consultants Limited</p> <p>Address : House# B-154, Road# 22, DOHS, Mohakhali, Dhaka-1206</p> <p>Tel : <u>+88-02-9894206</u>, <u>+88-02-9894209</u> Fax : <u>+88-02-9894285</u> e-mail address: <u>hcl@hclbd.org</u> , <u>hcl.email@yahoo.com</u></p> |






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| GCC 6.1(e) | The following additional documents shall form the part of the Contract: None |
| GCC 8.1 | Non-eligible countries are ISRAEL |
| GCC 11.1 | The Member-in-Charge is: Selim Reza, Managing Director, House of Consultants Limited |
| GCC 12.1 | The Authorized Representatives are: For the Client : Project Director, 'Preparation of Development Plan for Fourteen Upazilas' Project For the Consultant: Selim Reza, Managing Director, House of Consultants Limited |
| GCC 17.1 | The conditions for effectiveness of the Contract are the following: NONE |
| GCC 18.1 | The time for commencement of the Services shall be [14] days after the Effective Date of the Contract. |
| GCC 19.1 | The Contract period shall be <u>21 months after the Effective Date of the Contract.</u> |
| GCC 20.1 | The Contract shall expire at the end of 21 months after the Effective Date of the Contract. |
| GCC 32.4(a) | The Consultant is notified of such actions, claims, losses or damages not later than [03 months] months after conclusion of the Services. |
| GCC 32.4(b) | The ceiling on Consultant's liability shall be limited to BDT 2,91,20,000.00 |
| GCC 33.1(a) | The risks and the coverage shall be as follows: Not Applicable (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bangladesh by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount as prevalent]; (b) Third Party liability insurance, with a minimum coverage of [insert amount as prevalent]; (c) Professional Liability insurance, with a minimum coverage of [insert amount equivalent to Contract Price]; (d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment and materials |

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| | <p>purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p><i>[delete not appropriate]</i></p> |
| GCC 35.1 (a) | <p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <p>any change or addition to the Technical Expert listed in Section ITC 41.2;</p> |
| GCC 35.1 (b) | <p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <p>any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and</p> |
| GCC 35.1(c) | <p>The other actions that shall require Client's approval are: None</p> |
| GCC 37.3 | <p>The other restrictions about future use of documents and software are;</p> <p>"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".</p> <p>"The Consultant will hand over to the Client all related documents, software, images, data base etc. in compatible format of the Client's office after completion of the Project Work".</p> |
| GCC 39.1(d) | <p>Assistance for carrying out the Services to be provided by the Client are;</p> <p>Client's Project team will assist in PRA Sessions, Workshop and Public Hearing etc. in the project area.</p> |
| GCC 45.1 | <p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : Hcl.dm.Watch Joint Venture</p> <p>Name of the Bank : Habib Bank Limited, Bangladesh</p> <p>Name of the Branch : Gulshan Branch,</p> <p>Account Number : 2624070002149</p> <p>Address : South Avenue Tower, 7, Gulshan Avenue, Gulshan-1, Dhaka</p> <p>Tel : 0088-02-9883505, 0088-02-9888492, 0088-02-988495</p> <p>Fax : 0088-02-9883064</p> <p>e-mail address : hblgulshan@hbl.com</p> <p><i>[information furnished by the Consultant shall be substantiated by the client]</i></p> |

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| | <i>Bank and authenticated by the Client]</i> |
| GCC 46.1 | The total payment due to the Consultant shall not exceed BDT 2,91,20,000.00 which is an all inclusive fixed lump-sum covering all costs & all applicable taxes required to carry out the Services described in Appendix 1 . |
| GCC 47.1 | The Contract Price is BDT 2,91,20,000.00 including IT & VAT which is specified in Appendix-5 |
| GCC 50.1 | Advance Payment: <i>[insert percentage]</i> percent of the Contract Price shall be paid within <i>[insert number]</i> days after the Effective Date against the submission of a Bank Guarantee in prescribed format for the same: Not applicable Bank Guarantee shall remain effective until: Not applicable |
| GCC 50.2 | Advance Payment will be amortized by the Client in the following manner: Not applicable |
| GCC 51.1 | Payments shall be made in line with agreed-on outputs according to the following schedule: <ul style="list-style-type: none"> • Mobilization Report: Ten (10) percent of the lump-sum Contract Price shall be paid upon submission of the mobilization Report duly accepted by the Client. • Inception Report: Fifteen (15) percent of the lump-sum Contract Price shall be paid upon submission of the Inception Report duly accepted by the Client. • Draft Survey Report: Submission of the Draft Survey Report and duly accepted by the Client. • Final Survey Report: Thirty-five (35) percent of the lump-sum Contract Price shall be paid upon submission of the Draft Final Report duly accepted by the Client. • Draft Final Plan with Report: Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client. • Final Plan with Report: Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client. All payments are subject to Presentation of Working Papers before the Client's Project Team and approval from the TMC. |
| GCC 51.2 | The Client shall pay the Consultant within thirty (30) days after the receipt by the Client, of the invoices: Not applicable |
| GCC 51.3 | The Consultant shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate: Not applicable |

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| GCC 71.2(b) | The place of Arbitration is: Dhaka |
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Appendices

Appendix 1 Description of the Services/ TOR-1 & TOR-2

Include the Terms of References (TOR-1 & TOR-2) worked out by the Client/ Consultant during Technical Proposal negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client,

Appendix 2 Reporting Requirements

List here format, frequency, and contents of reports and working papers; submission; etc. which are clearly articulated in the attached Work Plan and Cost Estimation.

Appendix 3 Key Personnel and Sub-Consultants

List of Key Personnel and Sub-Consultants/Technical Staff including their descriptions and minimum qualifications and man-months.

Appendix 4 Services and Facilities to be provided by the Client

List of Services and Facilities to be made available to the Consultant by the Client.

Appendix 5 Cost Estimates

Appendix 6 Minutes of Negotiation Meeting dated 27 November 2014

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