



Digital Entrepreneurship and Innovation Ecosystem Development Project

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

Junior Supervision Engineer (Civil)
(Package No. DEIED-BHTPA-S-10)

(Time-Based)

**Bangladesh Hi-Tech Park Authority
Information and Communication Technology Division
Ministry of Post, Telecommunication and Information technology
Government of the People's Republic of Bangladesh**

7 Oct 2021



DEIED-BHTPA-S-10

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Section 1. Information to the Applicants

A. General

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|------------------------------------|---|
| 1. Scope of assignment | 1.1 The Client has been allocated Public fund for(Name of the Project....) and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2. |
| 2. Qualifications of the Applicant | 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.

2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture. |

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

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|------------------------|--|
| 3. Eligible Applicants | 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions

3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008

3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications

3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.

3.5 The Applicant has the legal capacity to enter into the Contract

3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.

3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2. |
|------------------------|--|



- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive 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	25 Points
• Relevant Working Experience and its adequacy for the assignment	65 Points
• Computer Skill	5 Points
• English language skill	5 Points
Total points:	100 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 70 (seventy points; not less than 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.

8.6 Based on the points already secured by the Applicants in the evaluation as stated under Clause 8.5, a list of maximum six (6) most suitable Applicants ranked in order of merit (1-2-3-4-5-6) 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 finalize the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

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



Section 2. Terms of Reference

Government of the People's Republic of Bangladesh
Information and Communication Technology Division
Ministry of Posts, Telecommunications, and Information Technology
Digital Entrepreneurship and Innovation Eco-System Development
Under Bangladesh Private Investment & Digital Entrepreneurship (PRIDE) Project
Bangladesh Hi-Tech Park Authority (BHTPA)

Term of References (TOR)

For

Selection and Employment of Junior Supervision Engineer (Civil)
(Individual-National)

Package No: DEIEDP-BHTPA-S-10
(Time-Based)

IDA Credit No. 6676-BD

7 October 2021
Dhaka, Bangladesh

Background of the Project



1. The Government of Bangladesh set objectives to maximize the potential direct and indirect impacts through a more modern, generalized regime for Economic Zones (EZs). The Government has launched an effort to develop a new EZ paradigm for Bangladesh drawing from numerous successful examples from around the world as well as Bangladesh's own positive experience with the EPZ model. The expectation is that more spillovers will be harnessed by local firms from foreign direct investment, additional investments will be encouraged within value chains, more local produce will be procured, and better linkages established between firms and educational institutions. Faster adaptations to international environmental and social practices in the private sector are encouraged through the new EZ policy.
- 1.1. One of the key legislative accomplishments of the Government was to create two authorities to spearhead the push towards industrialization with greater involvement of the private sector. The Bangladesh Economic Zones Authority Act and the Bangladesh Hi-Tech Park Authority Act—both of 2010—created two new semi-autonomous agencies—the Bangladesh Economic Zones Authority (BEZA) and the Bangladesh Hi-Tech Park Authority (BHTPA)—tasked to oversee the expansion of economic zones (EZs) and hi-tech parks (HTPs) in the country. BEZA and BHTPA rely mainly on private capital and expertise to build and operate the new zones but with important government oversight.
- 1.2. Estimates of the size of the digital economy range from 5 percent to 15 percent of GDP and information, communication and technology (ICT)-related exports are estimated at US\$1 billion in 2019. Nearly 300,000 Bangladeshi professionals code software, design software applications and serve clients at home and abroad through peer-to-peer digital marketplaces compared to less than 10,000 five years ago. The digital economy is increasingly affecting traditional industries. But there are relatively few ITS and ITES companies that have grown large. More traditional businesses are adapting to digital platforms and use ITS and ITES to improve operations. There is an increasing demand for facilities offering connectivity, funding, market access, and physical and virtual workspaces for digital entrepreneurs. Estimates suggest that four out of five ITS and ITES businesses operate from non-commercial or residential areas. The sector has the potential to create a lot of jobs for educated women. The share of female employees varies across STPs with an average of 33 percent. STPs provide a unique opportunity to promote female employment and entrepreneurship in the ITS and ITES sector, which is generally lower than in some other sectors.
- 1.3. The on-going Private Sector Development Support Project (PSDSP) supported establishment of BEZA and BHTPA. PSDSP is also supporting setting up of Mirsarai Economic Zone at Chattogram and Mongla Economic Zone at Bagerhat district along with High Tech Park at Gazipur and Software Technology Parks and Incubation Centers in a few places. In addition, PSDSP supported the preparation of a master plan to set up Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) at Mirsarai which is at the final stage of completion. The proposed Bangladesh Private Investment & Digital Entrepreneurship (PRIDE) Project will build upon the foundation laid by PSDSP and strengthened capacity to start delivering by BEZA and BHTPA on their mandates.
- 1.4. The BHTPA is planning to establish incubation centers within the STPs and select technical universities to strengthen the entrepreneurship ecosystem and encourage digital entrepreneurship. The BHTPA has also issued a license for a private STP operator that is aimed to serve external tenants. It highlights BHTPA's important role as facilitator although the missing market in the digital ecosystem warrant public engagement to catalyze support services. Utilizing private sector expertise and integrating incubation, acceleration and mentorship programs based on good international practices could have such an outcome. Bangladesh needs to strengthen the pipeline of ITS and ITES companies that have the size and capabilities to leverage private equity and venture capital for growth. A thriving ITS-ITES sector would not only generate export revenue and high paying jobs but also raise productivity in the domestic economy.
- 1.5. Project Development Objective. The PDO is to promote private invest, job creation, and environmental sustainability in participating economic zones and software technology parks in Bangladesh.



2. Project Components

The project has four components. BEZA will implement components 1-3 and BHTPA will implement component 4. The components are:

- Component 1: creating an Enabling environment for Private Investment and Sustainability.
- Component 2: Developing a Greener and Climate resilient BSMSN;
- Component 3: Creating a Private Market for Serviced Industrial Land; and
- Component 4: Strengthening the Digital Entrepreneurship and Innovation Ecosystem.

2.1. Component 4, which will be implemented by the BHTPA, aims to strengthen the foundation of the digital entrepreneurship and innovation ecosystem in Bangladesh and take advantage of the increasing global and domestic demand for digital services further ramped up by the Covid-19 pandemic. It will create the country's largest agglomeration of ITS and ITES SMEs in Dhaka's Vision 2021 Tower Software Technology Park (STP) that will be turned into a green building; and promote digital entrepreneurship more broadly among young professionals and women. Digital entrepreneurship will be supported at three levels. First, it will establish modern and professional start-up and scale-up facilities and services in STPs licensed by the BHTPA. Second, it will pilot entrepreneurship and innovation hubs in some leading technological universities and business schools. This will also offer accredited and rapid training programs to budding entrepreneurs and managers in the ITS and ITES field. Third, it will offer a media-based challenge program with prizes to help change attitudes and attract more youth, women and young professionals to consider becoming entrepreneurs. The goals are to create entrepreneurship hubs, to increase market entry and growth rates of digital startups and SMEs, and to create a gender-inclusive culture. The Component 4 will be managed by BHTPA and aims to strengthen the foundation of the digital entrepreneurship and innovation ecosystem. The component has two sub-components:

2.2. Establishing Dhaka's first digital entrepreneurship hub in Vision 2021 Tower STP (Former Janata STP) (i) Recruitment of an experienced internationally recognized private operator for managing the expanded Vision 2021 Tower STP (comprising of Vision 2021 Tower 1 and Vision 2021 Tower 2 STP respectively); and (ii) upgrade the facilities of Vision 2021 Tower-1 STP; and (iii) build climate resilient Vision 2021 Tower-2 STP with the construction of a new multistoried building.

2.3. Digital Entrepreneurship, training and innovation support program Provision of support to (i) design and implement the Entrepreneurship Program with special emphasis on women digital entrepreneurs; (ii) design and implement a program to mentor, advise and train digital entrepreneurs for the Start-up and Scale-up Facility within select STPs; (iii) establish University Innovation Hubs in technological universities and business schools and (iv) towards the necessary civil works in support of the same.

2.4. Project Location. The expansion of this STP would be in the form of construction of a separate multi-storied building on a piece of land adjacent to the existing Software Technology Park in Kawran Bazar C/A, Dhaka.

3. Objective of the Individual (Junior Supervision Engineer-civil) Consultancy services

3.1. Coordinate and collaborate with BHTPA and the Design and Supervision(D&S) Consulting firm in the construction supervision, monitoring, management and relevant services from design stage to final handover of the construction works in connection with :

- a. Building a climate resilient Vision 2021 Tower-2 STP with the construction of a new multistoried building; and
- b. Up gradation of the Facilities of Vision 2021 Tower-1 STP;
- c. Innovation hubs in different locations and other construction related activities of the project;



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- 3.2. Given the risk for natural disasters in the area, and developing a greener and climate resilient structure, the consultant will ensure that the D&S Consultant is designing/developing the infrastructure stated above as per the with enhanced resilience to climate impacts.
- 3.3. Coordinate among the design and supervision firm and the BHTPA for integrating measures resilient to flood and seismic risks to help catalyze the development of state-of-the-art green building concept.
- 3.4. Innovation hubs in different locations of Bangladesh and other construction related activities of the project.

4. The detail scope of work, education qualification, experiences and reporting obligations are as follows:

4.1. Junior Supervision Engineer (JSE-Civil)

Contract Type: Individual Consultancy

Duration of Assignment: 52 mm or as per requirement of the project

Duty Station: Dhaka/ outside of Dhaka, Bangladesh

No of Post: 01 (one)

The consultant will work in close association with the Project Director, **D&S Consultant**, with regard to the review of bidding documents of all civil and related works, equipment prepared by the Design and Supervision (D&S) Consultant cost management, supervision and monitoring of the contracts. The consultant will discharge his duties in a way that the contract management under the project is carried out in an effective and transparent manner in accordance with the applicable contract documents and/or codes. The consultant will sit in site office and will be reporting to the Senior Supervision Engineer (SSE) on a day to day basis on the status of implementation of the works.

4.2. The scope of services of the consultant shall comprise but not limited to the following:

- Ensure that the D&S consulting firm are integrating and incorporating measures resilient to flood and seismic risks in the design to help catalyze the development of state-of-the-art green building concept.
- Contribute to, coordinate and assist the Senior Supervision Engineer (SSE), Project Director and Project Management Unit (PMU) in all technical, implementation, procurement, supervision, monitoring and contract management of the infrastructure.
- Continuous site presence ensuring constant supervision of all construction and other related works under the contract packages
- Actively participate and assist the executing agency on all activities related to (i) pre-bid stage, (ii) bid processing stage, (iii) supervision, monitoring and implementation of construction works, and (iv) utilities installation and supervision.
- Closely monitor the civil works program in terms of procurement plan and construction schedules, budgetary allocations and utilization.
- Ensure adequate presence of consultant's staff during all casting works
- Ensure checking od form work, placement of reinforcing bars as per design and drawings
- Review of sub-soil investigation reports.
- Review of topographical surveys, spot levels and site plans.
- Review of Bill of Quantities.
- Ensure and Review of site order book maintained by the contractor
- Review of interim payments
- Ensure and assist PMU in the execution of the works as per technical specifications, designs, drawings and BOQs stated in the bidding documents,
- Contribute to and assist PMU in the review of technical specifications for civil, electrical, sanitary and road works.



- Regular visit construction sites to monitor the progress and quality control mechanisms for civil works activities. Conduct field evaluation on the quality of the ongoing and completed civil works and make recommendations to the PMU and Senior Supervision Engineer on how to maintain and improve the quality of the civil works.
 - Conduct quality audits to check in the field on the frequency of tests carried on key construction materials i.e, cement, sand, steel, bricks and stone aggregates as outlined in the bidding documents.
 - Inform in advance SSE and Project Director of any issues impeding execution of the construction works
 - Assist in resolving technical and implementation issues with PMU, SCE Consultants and contractors.
-
- Verify the test results to ensure the quality of works and goods conducted by the contractors as stated in the bidding documents.
 - Ensure that the tests and frequency of tests stated, and compliance of the test results are being done by the contractors as outlined in the bidding documents.
 - Inspect borrow pits, and crushing plants, and order tests of materials and ensure adherence to specifications and approve the sources of materials
 - Ensure that the contractors are maintaining site order books and recording their activities as per the work program.
 - Ensure complete presence of their staff during all casting executed by the contractors.
 - Ensure checking the quality of the materials brought to site, ensure quality of construction consistent with the specifications.
 - Ensure implementation of Quality Assurance Check List for all category of works in order to establish a systematic construction procedure
 - Ensure signing of measurement book (MB) by the Consultant
 - Monitor implementation of site specific Environmental and Social Management Plans and compliance with Social and Environmental safeguards as per World Bank guidelines
 - Ensure implementation of safeguard compliances stated in BOQs of the bidding documents.
 - Review variation orders
 - Any other works requested by the Project Director.

5. Educational Qualification and Experience:

A. Academic:

A Minimum bachelor's degree in civil engineering; holding post-graduate qualification (certificate/ diploma/ degree) will be added advantage.

B. Experience:

- At least 08 (Eight) years of relevant experience in the field of planning, design, construction, and maintenance works of physical infrastructure (high-rise buildings, roads, bridges, culverts, buildings, riverbank protection works etc.). Previous experience in similar capacity of donor funded or Government Projects is preferred.
- Good report preparation skills and experience.
- Design experiences high-rise building get preferences
- Proven communication skills (excellent command in English and Bengali).
- Must be computer literate and have user-at-ease ability to work on common office-use software.

6. Reporting Arrangements

The consultant will report (Soft Copy and Hard Copy with signed) directly to the Project Director/Project Implementation Unit (PIU).



7. Selection Procedures

All the consultants will be selected based on the PPR 2008, Rule 112: Selection of Individual Consultants and The World Bank, Procurement Regulations for IPF Borrowers, Procurement in Investment Project Financing, Goods, Works, Non-Consulting Services and Consulting Services, Fourth Edition, November 2020.



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



CERTIFICATION

[Do not amend this Certification].

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

Signature

Print name

Date of Signing

dd / mm / yyyy



Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

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

CONTRACT CEILING (1) + (2)	
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Section 4. Contract Forms

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

A handwritten signature in black ink is written over a circular official stamp. The stamp is blue and contains the text "উদ্ভিদ উন্নয়ন ও কৃষি" (Department of Economic and Social Development) around the perimeter, with a star in the center.

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 (Description of Services), which are made an integral part of the Contract. |
| 2. Duration | 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing. |
| 3. Corrupt, Fraudulent, Collusive 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 Sub-Clause 3.5</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">(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. |



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.

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| 4. Applicable Law | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh |
| 5. Governing Language | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. Modification of Contract | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. Ownership of Material | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

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



Payments to the Consultant

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| 10. Ceiling Amount or Contract Price | <p>10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 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.</p> <p>10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in Annex B</p> |
| 11. Lump-Sum Payment | <p>11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs (Remuneration & Reimbursable) required to carry out the services described in Annex A</p> |
| 12. Payment Conditions | <p>12.1 Currency: Payments shall be made in Bangladesh Taka.</p> <p>12.2 Payments: Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in Annex C</p> <p>12.3 The Consultant shall submit an Invoice at the periods specified in Annex C after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.</p> <p>12.4 Final Payment: The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.</p> |

Obligations of the Consultant

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| 13. Medical Arrangements | <p>13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.</p> |
| 14. Performance Standard | <p>14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p> |
| 15. Contract Administration | <p>15.1 Client's Representative: The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> |



- 15.2 **Reports:** During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in **Annex C**, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.
16. Confidentiality 16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
17. Consultant's Liabilities 17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
18. Consultant not to be Engaged in Certain Activities 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

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

Termination and Settlement of Disputes

20. Termination 20.1 **By the Client**
- The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 20.2 **By the Consultant**
- The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
21. Dispute Resolution 21.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

21.2 Arbitration

If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



ANNEX A: Description of the Services

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

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

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



ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of Consultant	Rate, Taka	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [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) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =		

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

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Inception Report			... % of contract value
2	Interim Progress Report (a) First Status Report (b) Second Status Report (c) etc		 % of contract value
3	Draft Final Report			... % of contract Value
4	Final Report			100 % of contract Value

NB: A sample Payment schedule has been shown below:

1. Interim Report: Twenty-five (25) percent of the lump-sum Contract Price shall be paid upon submission of the Interim Report duly accepted by the Client.

2. Draft Final 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.

3. Final Report: Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client.



Request for Expression of Interest (EOI) for Individual Consultant (National)

1.	Ministry/Division	Information and Communication Technology Division (ICTD)
2.	Agency	Bangladesh Hi-Tech Park Authority (BHTPA)
3.	Name of Procuring Entity	Digital Entrepreneurship and Innovation Eco-System Development (DEIED) Project
4.	Title of Service	Selection and Employment of a Junior Supervision Engineer (Civil) for supervision of construction works of Software Technology Park (STP)-1 and Software Technology Park (STP)-2
5.	Procuring Entity District	Dhaka
6.	Expression of Interest for Selection of	Junior Supervision Engineer- Civil (Individual Consultant -National)
7.	EOI Ref. No.	56.02.0000.028.07.028.21.155
8.	Date	07/10/2021
Key Information		
9.	Procurement Method	SIC
10.	Package No.	DEIEDP-BHTPA-S-10: (Junior Supervision Engineer-Civil)
Funding Information		
11.	Budget & source of funds	Development Budget (IDA Credit)
12.	Development Partner	World Bank (IDA)
Particular Information		
13.	Project Code & Name	Digital Entrepreneurship and Innovation Eco-System Development (DEIED) Project
14.	Closing Date and time	25/10/2021, 02.00 PM
15.	Submission place	Project Director, Digital Entrepreneurship and Innovation Eco-System Development Project, Bangladesh Hi-Tech Park Authority, ICT Division, ICT Tower, Level-09, Agargaon, Dhaka-1207
Information for Applicant		
16.	Brief Description of the Assignment (Please see details in TOR): <ol style="list-style-type: none"> Supervise, Design and monitor all civil construction works implemented under the Project by the Authority. Monitor the contractor's programme of works and actual progress made. Will be responsible for quality output of construction works as per specification requirements. Ensure that adequate quantity and quality recording is carried out at the field level. Closely liaise with other Consultant team staff with respect to quality control, correct interpretation of construction Drawings, and identification of problems requiring timely rectification. Junior Supervision Engineer will be required to work in consultation with the Authority (including outside standard working hours) to match actual work being carried out by the physical works contractor. Any other official duties given by Authority. 	
17.	Qualification Criteria (Selection criteria) <p>A. Academic:</p> <ul style="list-style-type: none"> A Minimum bachelor's degree in civil engineering; holding post-graduate qualification (certificate/ diploma/ degree) will be added advantage. <p>B. Experience:</p> <ul style="list-style-type: none"> At least 08 (Eight) years of relevant experience in the field of planning, design, construction and maintenance works of physical infrastructure (high-rise buildings, roads, bridges, culverts, buildings, riverbank protection works etc.). Previous experience in similar capacity of donor funded or Government Projects is preferred. Good report preparation skills and experience. Design experiences high-rise building get preferences Proven communication skills (excellent command in English and Bengali). Must be computer literate and have user-at-ease ability to work on common office-use software. 	
18.	Application Details The BHTPA invites eligible applicants to express their interest in providing the services. Interested applicants are requested to provide information indicating that they are qualified and competent to perform the services (A complete CV with one copy recent passport size photograph, academic, training & experience certificate photocopy and other details as required as per the application forms (RFA) provided by the undersigned). Interested applicants may obtain detail TOR, application forms available at BHTPA website (www.bhtpa.gov.bd). Expressions of interest (EOI) shall be submitted by the applicants on or before 25/10/2021, 02.00 PM in sealed envelope delivered to the undersigned and be clearly marked "Request for expression of interest for selection of National Individual Consultant: Junior Supervision Engineer (Civil), Package No: DEIEDP-BHTPA-S-10" .	
Procuring Entity Details		
19.	Name, Designation & Address of the Official Inviting Application	A N M Safiqul Islam, Project Director, Digital Entrepreneurship and Innovation Eco-System Development Project, ICT Division, Bangladesh Hi-Tech Park Authority, ICT Tower, Level-09, Agargaon, Dhaka-1207
20.	Contact Details	Tel No: 55007378, Email: pdsdkhtp@gmail.com
21.	The procuring entity reserves the right to accept or reject any or all Expressions of Interest (EOI) without assigning any reason whatsoever.	

(A N M Safiqul Islam)
Project Director

