



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-1**

[Nawabganj Upazila (244.8 sq.km), Dohar Upazila (161.49 sq.km.) District- Dhaka and Shibchar  
Upazila (321.88 sq km), District-Madaripur]

BETWEEN

**Urban Development Directorate (UDD)**

82, Segunbagicha, Dhaka-1000

Phone: +88-02-9562728; Fax: +88-02-9557868

Website: [www.udd.gov.bd](http://www.udd.gov.bd)

AND

**Desh Upodesh Ltd in association (sub-Consultant) with  
AAIMA International BD Ltd & Technical Support Services Ltd.**

House: 80/C (4th floor), Block: D, Asad Avenue, Mohammadpur, Dhaka-1207

Tel: +88-02-8117694, 8115015, Fax : +88-02-8113502

E-mail address: [munirulh@gmail.com](mailto:munirulh@gmail.com)

June 2015

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### Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the 8<sup>th</sup> day of the month of June, 2015, between, on the one hand, URBAN DEVELOPMENT DIRECTORATE (UDD), Ministry of Housing and Public Works (hereinafter called the "Client") and, on the other hand, an association 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 **Desh Upodesh Ltd in association (sub-Consultant) with AAIMA International BD Ltd & Technical Support Services Ltd.** (hereinafter called the "Consultant").

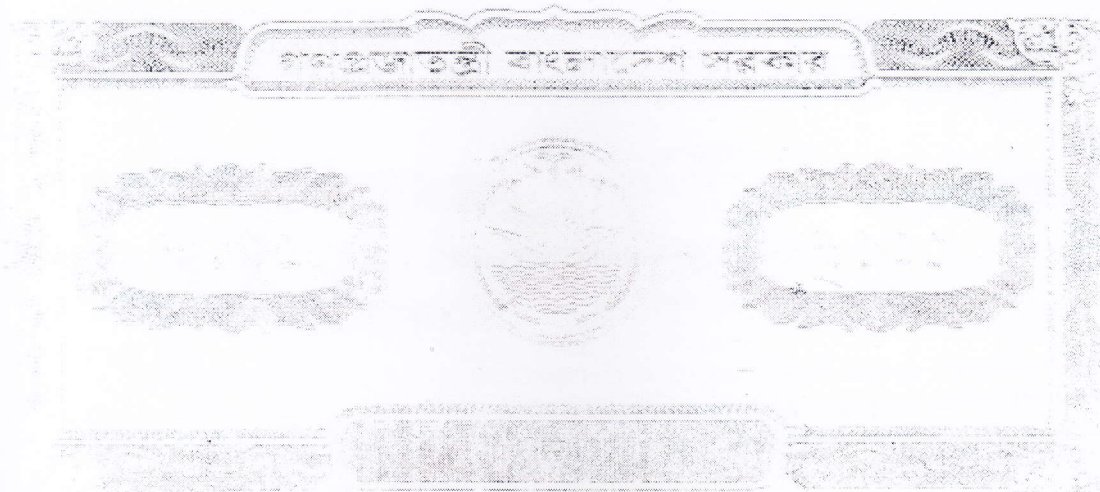
#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services for the Preparation of Development Plan for Package 1 [Nawabganj Upazila (244.8 sq.km), Dohar Upazila (161.49 sq.km.) District- Dhaka and Shibchar Upazila (321.88 sq km), District- Madaripur] 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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A handwritten signature in black ink is written over a circular official stamp. The signature appears to be 'M. M. Hossain'.

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 5<sup>th</sup> May, 2015

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.



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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



  
8/6/15  
Khondker Fowza Mohammed Bin Farid  
Director  
Urban Development Directorate

For and on behalf of the Consultant


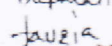
Desh Upodesh Ltd in association (sub-Consultant) with AAIMA International BD Ltd & Technical Support Services Ltd.

  
08.06.2015  
Munirul Haque  
Managing Director  
Desh Upodesh Ltd.

Witness (Consultant)

1.   
Iqbalur Rahman  
Chairman (AAIBL)
2.   
Md. Moniruzzaman  
Managing Director  
Technical Support Services Ltd.

Witness (Client)

1.   
08/06/15  
Project Director  
Preparation of Dev. Plan for UDD
2.   
08-06-15  
Fauzia Shamin Tithe  
Project Manager-1  
Preparation of Development Plan  
for UDD, UDD.

## Particular Conditions of Contract (PCC)

GCC Clause	Amendments of, and Supplements to Clauses of Section 3. General Conditions of Contract
1.1 (b)  1.1 (e)	<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: Association of Desh Upodesh Ltd, AAIMA International BD Ltd &amp; Technical Support Services Ltd House: 80/C, Block: D (4<sup>th</sup> floor), Asad Avenue Mohammadpur, Dhaka-1207</p>
	The assignment is to be completed in the following phases: <b>None</b>
GCC 3.1	<p>The Client's addresses for the purpose of Communications and Notices under this Contract is :</p> <p><b>Contact Person :</b> Shaheen Ahmed, Project Director, "Preparation Of Development Plan for Fourteen Upazilas"</p> <p><b>Address :</b> Room No # 407 (3<sup>rd</sup> Floor), Urban Development Directorate, 82, Segunbagicha, Dhaka-1000.</p> <p><b>Tel :</b> +88-02-9554925</p> <p><b>Fax :</b> +88-02-9557868</p> <p><b>e-mail address:</b> <a href="mailto:ashaheen1192@yahoo.com">ashaheen1192@yahoo.com</a></p>

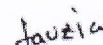
*Shahin*

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*[Signature]*



	<p>The <b>Consultant's</b> addresses for the purpose of Communications and Notices under this Contract is :</p> <p><b>Contact Person :</b> Munirul Haque, Managing Director, Desh Upodesh Ltd</p> <p><b>Address :</b> House: 80/C (4<sup>th</sup> floor), Block: D, Asad Avenue, Mohammadpur, Dhaka-1207</p> <p><b>Tel :</b> +88-02-8117694, 8115015</p> <p><b>Fax :</b> +88-02-8113502</p> <p><b>e-mail address:</b> <a href="mailto:munirulh@gmail.com">munirulh@gmail.com</a></p>
GCC 6.1(e)	The following additional documents shall form the part of the Contract: None
GCC 8.1	Non-eligible countries are <b>ISRAEL</b>
GCC 11.1	The Member-in-Charge is: Munirul Haque, Managing Director, Desh Upodesh Ltd
GCC 12.1	<p>The Authorized Representatives are:</p> <p><b>For the Client :</b> Project Director, 'Preparation of Development Plan for Fourteen Upazilas' Project</p> <p><b>For the Consultant:</b> Munirul Haque, Managing Director, Desh Upodesh Ltd</p>
GCC 17.1	The conditions for effectiveness of the Contract are the following: <b>NONE</b>
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 21 months after the Effective Date of the Contract.
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 <b>2,88,84,093.00</b>
GCC 33.1(a)	<p>The risks and the coverage shall be as follows: Not Applicable</p> <p>(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];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount as prevalent];</p>

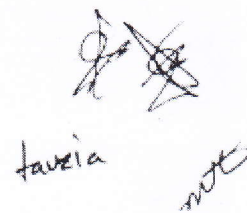

	<p>(c) Professional Liability Insurance, with a minimum coverage of <i>[insert amount equivalent to Contract Price]</i>;</p> <p>(d) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions 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</p> <p>(e) Insurance against loss of or damage to (i) equipment and materials 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 : DUL-AIBL-TechSus-UDD</p> <p>Name of the Bank : Mutual Trust Bank Ltd.</p> <p>Name of the Branch : Mohammadpur, Dhaka</p>

*[Signature]*

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	Account Number : 0043-0210007463 Address : 80/C, Asad Avenue, Mohammadpur, Dhaka-1207 Tel : 9127887 (PABX) Fax : 88-02-8158682 e-mail address : <a href="mailto:info@mutualtrustbank.com">info@mutualtrustbank.com</a> <i>[information furnished by the Consultant shall be substantiated by the concerned Bank and authenticated by the Client]</i>
GCC 46.1	The total payment due to the Consultant shall not exceed BDT 2,88,84,093.00 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 2,88,84,093.00 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: <b>Not applicable</b> Bank Guarantee shall remain effective until: <b>Not applicable</b>
GCC 50.2	Advance Payment will be amortized by the Client in the following manner: <b>Not applicable</b>
GCC 51.1	Payments shall be made in line with agreed-on outputs according to the following schedule: <ul style="list-style-type: none"> <li>• <b>Mobilization Report:</b> Ten (10) percent of the lump-sum Contract Price shall be paid upon submission of the mobilization Report duly accepted by the Client.</li> <li>• <b>Inception Report:</b> Fifteen (15) percent of the lump-sum Contract Price shall be paid upon submission of the Inception Report duly accepted by the Client.</li> <li>• <b>Draft Survey Report:</b> Submission of the Draft Survey Report and duly accepted by the Client.</li> <li>• <b>Final Survey Report:</b> 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.</li> <li>• <b>Draft Final Plan with Report:</b> Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client.</li> <li>• <b>Final Plan with Report:</b> Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client.</li> </ul>



	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: <b>Not applicable</b>
GCC 51.3	The Consultant shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate: <b>Not applicable</b>
GCC 71.2(b)	The place of Arbitration is: Dhaka

### 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 and the Consultant during Technical Proposal negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc

#### Appendix 2 Reporting Requirements

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

#### Appendix 3 Key Personnel and Sub-Consultants

List of Key Personnel and Sub-Consultants/Technical Staff including their detailed job 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 5<sup>th</sup> May, 2015

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