



**URBAN DEVELOPMENT DIRECTORATE  
MINISTRY OF HOUSING AND PUBLIC WORKS  
82, SEGUNBAGICHA, DHAKA-1000**

**REQUEST FOR APPLICATION  
FOR THE SELECTION OF  
INDIVIDUAL CONSULTANCY (NATIONAL) SERVICES OF  
“FOREST RESOURCE MANAGEMENT EXPERT” FOR**

**Preparation of Payra-Kuakata Comprehensive Plan Focusing on  
Eco-Tourism**

**(Lum Sum Based)**

**Invitation for Application No: UDD/PKCP/EOI/2020-21/07  
Issued on: 03/01/2021**

## Section 1. Information to the Applicants

### A. General

1. Scope of assignment 1.1 The Client has been allocated Public fund for the Project “Preparation of Payra- Kuakata Comprehensive Plan Focusing on Eco- Tourism Projects”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 ]**
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 [10/06/2020] up to [2.30 pm] 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.

The points to be given under each of the evaluation Criteria are:

<b>Criteria</b>	<b>Points</b>
• Educational Qualification	20 points
• Relevant Working Experience and its adequacy for the assignment	60 points
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	15 points
<b>Total points:</b>	<b>95 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points [*insert 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 and shall be rated with five (5) points.

8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.

8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.

8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee (POC)

8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.

8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

9. Application Negotiations

9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.

9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded

9.3 During negotiations, the Client and the Applicant shall 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.<br>11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected. |
| 12. Commencement of Services | 12.1 The applicant is expected to commence the assignment on July 2020 at the location Dhaka project office & site office. The duration of the contract shall be 06 (Six) months from the date of commencement.   |

## Section 2. Terms of Reference

The Terms of Reference contain the following sections, expanded as deemed necessary:

- (a) Back ground and general descriptions;
- (b) Objectives of the Services required;
- (c) Scope of the Services required (duties and responsibility);
- (d) Selection Criteria
- (e) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant.

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

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### TOR & Advertisement

<b>Job #</b>	4
<b>Job Title</b>	FOREST RESOURCE MANAGEMENT EXPERT
<b>Job Family</b>	Forestry and Wood Technology or a related discipline
<b>Location</b>	Dhaka project office & site office
<b>Appointment</b>	Local Hire
<b>Job Posted</b>	May, 2021
<b>Closing Date and Time</b>	15 January 2021 at 03:00 pm
<b>Language Requirements</b>	Bangla [Essential]; English [Essential]
<b>Computer literacy</b>	ARC GIS, MS Word, MS Excel & MS Project
<b>Appointment Type</b>	Term (Duration: 06 months),

### Background and General Description

Kuakata, locally known as **Sagar Kannya** (Daughter of the Sea) is a sea beach of rare scenic beauty on the southernmost tip of Bangladesh. The most important attraction of the beach is that one can see both sunrise and sunset from some of its locations. Situated 320 km from DHAKA and 70 km from the PATUAKHALI district headquarters, Kuakata is part of the Latachapli union of KALAPARA upazila. The best way to reach Kuakata from Dhaka is to first travel to BARISAL by road, water, or air, and then to take the bus or boat/launch for the destination. The Bangladesh Road Transport Corporation introduced a direct bus service from Dhaka to Kuakata via Barisal.

The name Kuakata have originated from Kua-Well dug on the sea shore by the early Rakhine settlers in quest of collecting drinking water, who landed on Kuakata coast after expelled from Arakan by Moughals. Afterwards, it has become a tradition of digging Kua-Well in the neighbourhood of Rakhaine homestead for collection water for drinking purpose and general use. The beach at Kuakata is 18 km long and 3 km wide. This sandy beach slopes into the BAY OF BENGAL. Other attractions at Kuakata include blue sky, huge expanse of water, the evergreen forest in surrounding areas, rows of coconut trees, boats of many different kinds and their colourful sails, and surfing waves. Main tourist season is in winter but all over the year tourists visit this place.

Kuakata is truly a virgin beach-a sanctuary for migratory winter birds, a series of coconut trees, sandy beach of blue bay, a feast for the eye. Forest, boats plying in the Bay of Bengal with colourful sails, fishing, towering cliffs, surfing waves everything here touches every visitor's heart. The unique customs and costumes of the 'Rakhine' tribal families and Buddhist Temple of about hundred years old indicate the ancient tradition and cultural heritage, which are objects of great pleasure Kuakata is the place of pilgrimage of the Hindus and Buddhist communities. Many people visiting Kuakata find interest in the Buddhist temples located at nearby places such as Keranipara, Misripara and Amkholapara, while many others find the place interesting because of the unique customs and traditions of the Rakhain community. Kuakata is also a place of pilgrimage of Hindus and Buddhists. Devotees arrive here during the festivals of Rash Purnima and Maghi Purnima. A major ritual on these occasions is dipping in the holy waters of Kuakata. Visitors also enjoy the traditional fairs organised to mark these celebrations.

**Historical Events :** The Rakhain tribe of Bangladesh first settled in this upazila. A section of the people belonging to the Buddhist Rakhain tribe of Arakan came to this upazila in quest of better living and first settled at Khepupara and Kuakata. Tradition goes that the Rakhains on excavating wells traced fresh water in the area and thereby

settled there. The Rakhain word 'kansai' means beach of fate. The place was named as Kansai after this. The place was subsequently renamed as Kuakata (digging of well) after the wells dug out by the Rakhans.

**Main occupations:** Agriculture 45.63%, fishing 5.67%, commerce 10.01%, service 3.56%, agricultural labourer 18.89%, wage labourer 4.57%, others 11.67%. Land use cultivable land 45328 hectares, fallow land 93 hectares; double crop 10.59%, triple crop land 3.19%. Cultivable land under irrigation 1.75%. Among the peasants 41.53% are landless, 35.06% small peasant, 15.04% intermediate, 8.37% rich peasant. Average distribution of cultivable land per head 0.259 hectare.

**Value of land:** The market value of the first grade arable land is Tk 2000 per 0.01 hectare. Main crops paddy, pulse, sugarcane, watermelon, vegetables. Main fruits are banana, papaya, coconut, guava, plum. Fishing, dairy and poultry Shrimp 28, livestock 5, poultry 45, hatchery 1.

**Communication facilities Roads:** Pucca 20 km, semi pucca 58 km and mud road 860 km. Traditional transport Palanquin and bullock cart. Most of these means of transport are extinct or nearly extinct. Manufactories Flour mill 6, rice mill 35, ice mill 25, saw mill 6. Cottage industries goldsmith 25, blacksmith 50, wood work 12. Hats, bazars and fairs hats and bazars are 17, most noted of which are Kalapara hat, Mahipur hat, *Kuakata*; fair 1 (rash-purnima mela), Main exports Paddy, hilsa fish.

**NGO activities:** Operationally important NGOs are BRAC, CARITAS, ASA, Urban, Solve, SIKODA, KODEK, Samkalpa. Health centres: Upazila health complex 1, satellite clinic 1, family planning centre 9 and private clinic 1.

**Climate Change:** Squalls and cyclonic storms sometimes pass over the area in the months of May-June and September-October and the worst of the type is accompanied by the tidal bore. In recent years low atmospheric pressure in the Bay of Bengal led to frequent storms causing large scale damage all over the district.

On the 12th November, 1970 the district was swept away by an unprecedented cyclone and tidal bore. It took a heavy toll on human life and property and made a tragic record in the history of the district. Previous to the onslaught of the cyclone gusty wind blew from the 10th to the 11th November. On the 12th November at about 8 P.M. stormy wind started to blow from the north eastern side. From 9 P.M. it changed its course and the storm came from the south-eastern side at a speed of 70 to 80 miles per hour and the tidal bore at a height of 15 to 18 feet swept over the district. At about 10 P.M. the storm raged at a lower speed but by about 11 P.M. stormy wind blew at a speed of 100 to 120 miles per hour from the west and north-western side. The terrifying speed of the storm and the tidal bore destroyed many human lives; trees were uprooted, houses were damaged making an unprecedented record in the district. The loss of human life by this calamity in Kalapara thana is 4,609. The worst hit area of the district was Golachipa Police-station where 28,718 persons were killed by the cyclone and tidal bore. Under the same Police-station the situation in Bara-baishdia, Chhotobaishdia, Charkazal and Rangabali was beyond description. In Char Momtaz under Rangabali union council only seven persons remained alive.

**Consequences of Climate Change and Adaptation Strategies:** Inundation from the Bay during the passage of cyclones is not infrequent in the southern part of the district and does great damage. They usually occur in June before the breaking of the monsoon or in October or November after the monsoon is over. Smaller inundations affect the coast for several miles inland and deposit a layer of sand, which not only destroy the crops of that season but reduce the fertility of the soil for some seasons afterwards. Incidental effects felt in that portion where the wave is at its height are the destruction of lives and the impregnation of all tanks which supply drinking water with salt. At infrequent intervals storms and waves of great magnitude occur which are liable to cover the entire district or the greater portion of it with salt water and therefore affect the fertility and throw temporarily a great deal of the land out of cultivation.

The proposed project would be prepared on a regional development perspective considering the Payra-Kuakata coastal region as a part of whole of Kalapara, Galachipa, Rangabali, Amtali, Taltali, Bargua Sadar and Patharghata upazila. Amtali upazila has been included in the development planning package, since its location is strategically important from the regional context Because Amtali upazila is situated on the way to Barisal-Kuakata highway as the highway runs through Amtali upazila.

Taltali and Patharghata upazila is situated within the same ecological region with that of Kalapara and Amtali upazila. Besides Sonar Char is located within Rangabali upazila, which was further a part of erstwhile Galachipa upazila. Hence, Galachipa and Rangabali upazila are also included within the project area, to prepare the Payra-Kuakata Comprehensive Master Plan Focusing on Eco-Tourism in an integrated and Comprehensive development planning context.

Furthermore, the third seaport has been established at Kalapara upazila. This huge establishment would change existing land use pattern of the region abruptly. To forecast such probable changes in existing land use pattern, and to accommodate such massive establishment and its related changes in existing land use pattern of the region, this development planning package is essential. The proposed project would also attempt to address the issue of impact of climate and would make recommendation on the possible adaptation strategies. A brief description of the seven upazilas is stated in the foregoing sections:

## **Objectives of the Projects:**

The objective of the project is to optimize coastal resources and activities for sustenance of marginal people. The coastal activities and resources are very important to the economy and life of the people of Bangladesh whose living conditions are inextricably linked to the productivity and sustainability of coastal zone. There is no long term Holistic Development Plan for the coastal zone. Coastal zone needs to be integrated with the mainstream of development process of the country. So, an interdisciplinary development planning approach is urgent to optimize livelihood of coastal zone. The Physical development planning problems, needing attention, are as follows:

(i) Translation of outputs from upper tier plan at Regional Plan to integrate coastal zone with the mainstream of development process of the country.

(i) Assess functional and land use requirement for a Regional Plan in area with hazard vulnerability.

(ii) Formulate Strategic Development Plan for Regional Plan considering functional and land use requirement with hazard vulnerability.

(iv) Formulation of urban area plan and action plan at local level

## **Duties and Responsibilities**

(i) To review forest, environmental and other related policies and legislations to provide guidelines for developing a new port city adjacent to Payra Port as a green city and also promoting sustainable eco-tourism in Payra-Kuakata coastal region. (ii) To study the forest area and potentiality of the forest resources (including flora and fauna) in the region and assist the UDD planning team in selecting scenario-based prospective sites for eco-tourism; (iii) To supervise, monitor the baseline survey and examine the output to ensure the technical issues and quality of existing flora and fauna conducted by the survey firm/NGO. (iv) To study the possible adverse impacts of human intervention including activities of Payra Port and eco-tourism development on forest resources in the region and recommend possible mitigative measures (vi) Prepare working papers, and reports on the assigned tasks; and (vii) any other related job assigned by the PD.

## **Selection Criteria**

Candidates meeting the following requirements are encouraged to apply:

### **Qualification:**

Master's in Forestry and Wood Technology or a related discipline.

### **Experience:**

At least 10 (Ten) years' experience in the study and management of forest resources.



### **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:

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[Name]

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[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:**



**CERTIFICATION**

*[Do not amend this Certification].*

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

Signature			
Print name			
Date of Signing			
dd / mm / yyyy			

## Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1** .

**(1) Remuneration**

Rate (per month in Tk)	Staff Time (No. month)	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 ( <i>to be listed</i> )			
		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.

### 4.1 Contract Agreement (Time-based)

THIS CONTRACT ("the Contract") is entered into this day of [dd/mm/yy], by and between Director, Urban Development Directorate having its office at 82, Segunbagicha, Dhaka-1000, 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
  - 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.
  - 3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
  - 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.
  - 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:
    - (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.

- |    |                              |     |  |
|----|------------------------------|-----|--|
| 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**

- |     |                |      |   |
|-----|----------------|------|---|
| 10. | Ceiling Amount | 10.1 | The Client shall pay the Consultant for the Services rendered pursuant to ‘Description of Services’ ‘a ceiling amount not to exceed <b>Tk 150,000 per man-month</b> which includes remuneration and reimbursable expenses as set forth in Clause 10.2. These amounts have been established based on the understanding that it includes all of the Consultant’s costs as well as any tax obligation that may be imposed on the Consultant. |
|     |                | 10.2 | The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B   |
| 11. | Remuneration   | 11.1 | The Client shall pay the Consultant for Services rendered with the rates agreed and specified in <b>ANNEX B</b> “Cost estimates for Services and Schedule of Rates”. Remuneration rates shall be on monthly.  |

11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;

or

**Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave

or

**Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.

12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.
- 13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.
- [For aid funded procurement Advance Payments may be applicable. However, for 100% GoB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]*
- 13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.



**Obligations of the Consultant**

14. Medical Arrangements 14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
15. Working Hours and Leave 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.
16. Performance Standard 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
17. Contract Administration 17.1 **Client's Representative**  
The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 17.2 **Timesheets**  
The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.
18. Confidentiality 18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
19. Consultant's Liabilities 19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
20. Consultant not to be Engaged in Certain Activities 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

**Obligations of the Client**

21. Services, Facilities and Property 21.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

**Termination and Settlement of Disputes**

22. Termination 22.1 **By the Client**  
The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 22.2 **By the Consultant**  
The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
23. Dispute Resolution 23.1 **Amicable Settlement**  
The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

23.2 **Arbitration**

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

## +ANNEX A: Description of the Services

### 1. Background and General Description

Kuakata, locally known as **Sagar Kannya** (Daughter of the Sea) is a sea beach of rare scenic beauty on the southernmost tip of Bangladesh. The most important attraction of the beach is that one can see both sunrise and sunset from some of its locations. Situated 320 km from DHAKA and 70 km from the PATUAKHALI district headquarters, Kuakata is part of the Latachapli union of KALAPARA upazila. The best way to reach Kuakata from Dhaka is to first travel to BARISAL by road, water, or air, and then to take the bus or boat/launch for the destination. The Bangladesh Road Transport Corporation introduced a direct bus service from Dhaka to Kuakata via Barisal.

The name Kuakata have originated from Kua-Well dug on the sea shore by the early Rakhine settlers in quest of collecting drinking water, who landed on Kuakata coast after expelled from Arakan by Moughals. Afterwards, it has become a tradition of digging Kua-Well in the neighbourhood of Rakhaine homestead for collection water for drinking purpose and general use. The beach at Kuakata is 18 km long and 3 km wide. This sandy beach slopes into the BAY OF BENGAL. Other attractions at Kuakata include blue sky, huge expanse of water, the evergreen forest in surrounding areas, rows of coconut trees, boats of many different kinds and their colourful sails, and surfing waves. Main tourist season is in winter but all over the year tourists visit this place.

Kuakata is truly a virgin beach-a sanctuary for migratory winter birds, a series of coconut trees, sandy beach of blue bay, a feast for the eye. Forest, boats plying in the Bay of Bengal with colourful sails, fishing, towering cliffs, surfing waves everything here touches every visitor's heart. The unique customs and costumes of the 'Rakhine' tribal families and Buddhist Temple of about hundred years old indicate the ancient tradition and cultural heritage, which are objects of great pleasure Kuakata is the place of pilgrimage of the Hindus and Buddhist communities. Many people visiting Kuakata find interest in the Buddhist temples located at nearby places such as Keranipara, Misripara and Amkholapara, while many others find the place interesting because of the unique customs and traditions of the Rakhain community. Kuakata is also a place of pilgrimage of Hindus and Buddhists. Devotees arrive here during the festivals of Rash Purnima and Maghi Purnima. A major ritual on these occasions is dipping in the holy waters of Kuakata. Visitors also enjoy the traditional fairs organised to mark these celebrations.

**Historical Events :** The Rakhain tribe of Bangladesh first settled in this upazila. A section of the people belonging to the Buddhist Rakhain tribe of Arakan came to this upazila in quest of better living and first settled at Khepupara and Kuakata. Tradition goes that the Rakhains on excavating wells traced fresh water in the area and thereby settled there. The Rakhain word 'kansai' means beach of fate. The place was named as Kansai after this. The place was subsequently renamed as Kuakata (digging of well) after the wells dug out by the Rakhans.

**Main occupations:** Agriculture 45.63%, fishing 5.67%, commerce 10.01%, service 3.56%, agricultural labourer 18.89%, wage labourer 4.57%, others 11.67%. Land use cultivable land 45328 hectares, fallow land 93 hectares; double crop 10.59%, triple crop land 3.19%. Cultivable land under irrigation 1.75%. Among the peasants 41.53% are landless, 35.06% small peasant, 15.04% intermediate, 8.37% rich peasant. Average distribution of cultivable land per head 0.259 hectare.

**Value of land:** The market value of the first grade arable land is Tk 2000 per 0.01 hectare. Main crops paddy, pulse, sugarcane, watermelon, vegetables. Main fruits are banana, papaya, coconut, guava, plum. Fishing, dairy and poultry Shrimp 28, livestock 5, poultry 45, hatchery 1.

**Communication facilities Roads:** Pucca 20 km, semi pucca 58 km and mud road 860 km. Traditional transport Palanquin and bullock cart. Most of these means of transport are extinct or nearly extinct. Manufactories Flour mill 6, rice mill 35, ice mill 25, saw mill 6. Cottage industries goldsmith 25, blacksmith 50, wood work 12. Hats, bazars and fairs hats and bazars are 17, most noted of which are Kalapara hat, Mahipur hat, *Kuakata*; fair 1 (rash-purnima mela), Main exports Paddy, hilsa fish.

**NGO activities:** Operationally important NGOs are BRAC, CARITAS, ASA, Urban, Solve, SIKODA, KODEK, Samkalpa. Health centres: Upazila health complex 1, satellite clinic 1, family planning centre 9 and private clinic 1.

**Climate Change:** Squalls and cyclonic storms sometimes pass over the area in the months of May-June and September-October and the worst of the type is accompanied by the tidal bore. In recent years low atmospheric pressure in the Bay of Bengal led to frequent storms causing large scale damage all over the district.

On the 12th November, 1970 the district was swept away by an unprecedented cyclone and tidal bore. It took a heavy toll on human life and property and made a tragic record in the history of the district. Previous to the onslaught of the cyclone gusty wind blew from the 10th to the 11th November. On the 12th November at about 8 P.M. stormy wind started to blow from the north eastern side. From 9 P.M. it changed its course and the storm came from the south-eastern side at a speed of 70 to 80 miles per hour and the tidal bore at a height of 15 to 18 feet swept over the district. At about 10 P.M. the storm raged at a lower speed but by about 11 P.M. stormy wind blew at a speed of 100 to 120 miles per hour from the west and north-western side. The terrifying speed of the storm and

the tidal bore destroyed many human lives; trees were uprooted, houses were damaged making an unprecedented record in the district. The loss of human life by this calamity in Kalapara thana is 4,609. The worst hit area of the district was Golachipa Police-station where 28,718 persons were killed by the cyclone and tidal bore. Under the same Police-station the situation in Bara-baishdia, Chhotobaishdia, Charkazal and Rangabali was beyond description. In Char Momtaz under Rangabali union council only seven persons remained alive.

**Consequences of Climate Change and Adaptation Strategies:** Inundation from the Bay during the passage of cyclones is not infrequent in the southern part of the district and does great damage. They usually occur in June before the breaking of the monsoon or in October or November after the monsoon is over. Smaller inundations affect the coast for several miles inland and deposit a layer of sand, which not only destroy the crops of that season but reduce the fertility of the soil for some seasons afterwards. Incidental effects felt in that portion where the wave is at its height are the destruction of lives and the impregnation of all tanks which supply drinking water with salt. At infrequent intervals storms and waves of great magnitude occur which are liable to cover the entire district or the greater portion of it with salt water and therefore affect the fertility and throw temporarily a great deal of the land out of cultivation.

The proposed project would be prepared on a regional development perspective considering the Payra-Kuakata coastal region as a part of whole of Kalapara, Galachipa, Rangabali, Amtali, Taltali, Bargua Sadar and Patharghata upazila. Amtali upazila has been included in the development planning package, since its location is strategically important from the regional context Because Amtali upazila is situated on the way to Barisal-Kuakata highway as the highway runs through Amtali upazila.

Taltali and Patharghata upazila is situated within the same ecological region with that of Kalapara and Amtali upazila. Besides Sonar Char is located within Rangabali upazila, which was further a part of erstwhile Galachipa upazila. Hence, Galachipa and Rangabali upazila are also included within the project area, to prepare the Payra-Kuakata Comprehensive Master Plan Focusing on Eco-Tourism in an integrated and Comprehensive development planning context.

Furthermore, the third seaport has been established at Kalapara upazila. This huge establishment would change existing land use pattern of the region abruptly. To forecast such probable changes in existing land use pattern, and to accommodate such massive establishment and its related changes in existing land use pattern of the region, this development planning package is essential. The proposed project would also attempt to address the issue of impact of climate and would make recommendation on the possible adaptation strategies. A brief description of the seven upazilas is stated in the foregoing sections:

### **Objectives of the Projects**

The objective of the project is to optimize coastal resources and activities for sustenance of marginal people. The coastal activities and resources are very important to the economy and life of the people of Bangladesh whose living conditions are inextricably linked to the productivity and sustainability of coastal zone. There is no long term Holistic Development Plan for the coastal zone. Coastal zone needs to be integrated with the mainstream of development process of the country. So, an interdisciplinary development planning approach is urgent to optimize livelihood of coastal zone. The Physical development planning problems, needing attention, are as follows:

- (i) Translation of outputs from upper tier plan at Regional Plan to integrate coastal zone with the mainstream of development process of the country.
- (i) Assess functional and land use requirement for a Regional Plan in area with hazard vulnerability.
- (ii) Formulate Strategic Development Plan for Regional Plan considering functional and land use requirement with hazard vulnerability.
- (iv) Formulation of urban area plan and action plan at local level

### **Duties and Responsibilities**

(i) To review forest, environmental and other related policies and legislations to provide guidelines for developing a new port city adjacent to Payra Port as a green city and also promoting sustainable eco-tourism in Payra-Kuakata coastal region.

(ii) To study the forest area and potentiality of the forest resources (including flora and fauna) in the region and assist the UDD planning team in selecting scenario-based prospective sites for eco-tourism;

(iii) To supervise, monitor the baseline survey and examine the output to ensure the technical issues and quality of existing flora and fauna conducted by the survey firm/NGO.

(iv) To study the possible adverse impacts of human intervention including activities of Payra Port and eco-tourism development on forest resources in the region and recommend possible mitigative measures

(vi) Prepare working papers, and reports on the assigned tasks; and

(vii) any other related job assigned by the PD.

2. The name of the main location/Duty Station is Amtali, Taltoli, Barguna Sadar, Pathargata, Galachipa, Rangabali, Kala Para Upazila and Dhaka Office

3. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.

(a) Address of the Client: Sharif Mohammed Tariquzzaman  
Project Director,  
“Preparation of Payra-Kuakata Comprehensive Plan Focusing on Eco-Tourism”  
Project and Senior Planner (Thana Centre Planning - 1)  
Urban Development Directorate  
82, Segunbagicha, Dhaka - 1000  
Fax no-+88-02-9557868  
email: smtariquzzaman@yahoo.com

4. 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 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.

## 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 [ <i>monthly</i> ] 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)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

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