

***HVAC CONSULTANCY SERVICE AT icddr,b
for High Containment Facility (HCF)***

Tenders are hereby invited from reputed and well experienced local Electrical/ Mechanical/Electro Mechanical/Mechatronics Engineering Consulting firms or Individual Professional Consultants for providing consultancy services in the relevant fields and other ancillary works, on HVAC system design, supervision and installation works etc in a BSL-2 Laboratory at icddr,b Mohakhali, Dhaka.

**Proposal
Submission
deadline:
16th August
2018**



প্রথম আলো

শুক্রবার

REQUEST FOR PROPOSAL

Proposal Ref. No. icddr,b/SCM/OTM/24 & 26 /2018

Date : 7th Aug 2018

Sealed proposal are invited by icddr,b for below two scope :

01. Hiring of HVAC Consultancy Service at icddr,b for High Containment Facility (HCF)
02. Servicing & Maintenance of 03 Nos. (Carrier Brand) HVAC Chiller Model-19XR-0- including supply and fixing of Spare Parts

Details terms and conditions of the proposal are available in the proposal document and the proposal document can be downloaded from <http://www.icddrb.org/work-with-us/tender-notice>

Pre-proposal meeting for SL#02 will be held on 12th August 2018 at 3:00pm at Chiller Building 3rd Floor, icddr,b, Dhaka-1212.

Special Instruction :

- a) All activities in connection with the said proposals will be guided as per the icddr,b procurement rules & policies.
- b) icddr,b reserves the right to accept or reject all/part proposal without assigning any reason whatsoever.

 icddr,b

Senior Manager, Procurement
supplychain@icddrb.org

7 August 2018

Letter of Invitation

Request for Proposals # icddr/SCM/OTM/24/2018/

Dear Sir or Madam,

icddr,b with support from its core fund is undertaking an initiative to appoint an individual experience consultant or any reputed firm for providing consultancy services in the relevant fields and other ancillary works, on HVAC system design, supervision and installation works etc in High containment facilities lab which equivalent to BSL-3. at ICDDR,B Mohakhali Site.

Deadline for application submission:

16th August 2018; COB

Proposal addressed to:

Director, SC&FM
icddr,b
68 Shaheed Tajuddin Ahmed Sharani
Mohakhali, Dhaka 1212

Bid Submission Location:

Hardcopy submitted icddr,b; Chiller Building, Ground Floor (Through Hospital Gate Entry); Mohakhali; Dhaka 1212. There shall be no public opening of Applications.

Submission Method:

Hardcopy document with one stage two envelop system. Technical and financial proposal must be separate. Mixing of technical-financial proposal would lead to non-qualification.

This RFA does not obligate icddr,b to execute a contract nor does it commit icddr,b to pay any costs incurred in the preparation and submission of the proposals. Furthermore, icddr,b reserves the right to reject any and all offers, if such action is considered to be in the best interest of icddr,b.

Sincerely,

Sr. Manager, Procurement
Supply Chain & Facilities Management; icddr,b



Consultant for HVAC for High containment facilities

Guidance Notes:

Section 1: Information to the Applicants

This Section provides relevant information to help Consultants prepare their Applications. Information is also provided for submission, opening, and evaluation of Applications and on the award of Contract.

Section 2. Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information to enable the Individual Consultant to clearly understand the assignment.

Section 3. Application Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows icddr,b to readily understand and evaluate Applications in accordance with the pre-disclosed criteria. The completed forms will indicate details of the Applicant's qualifications and experience best suited to the specific assignment.

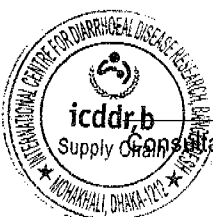
Section 4. Contract Agreement Forms

The Form of Contract Agreement which, once completed and signed by icddr,b and the Consultant clearly defines icddr,b's and Consultants' respective responsibilities. The Annexes to the formal Contract include a Description of the Services, the Reporting Schedule and **Cost estimates** of Services.

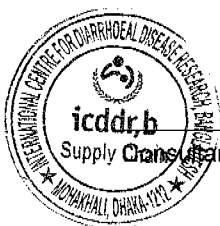


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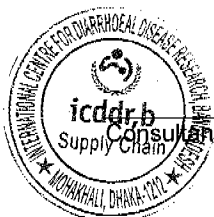
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Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 icddr,b 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 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.
 - 3.3 The Applicant has the legal capacity to enter into the Contract
 - 3.4 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
 - 3.5 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
 - 3.6 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 4.1 icddr,b requires that Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts.
 - 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 icddr,b, 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 icddr,b 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, icddr,b 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 icddr,b policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold icddr,b 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 icddr,b.
- 5.3 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 icddr,b, 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 icddr,b'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.

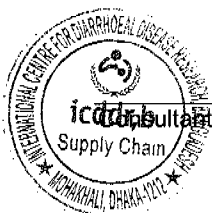
B. Preparation, Submission & Modification or Substitution of Applications

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: Cost Proposal

7. Submission of Application

- 7.1 Prospective Applicants should deliver their Application by hand to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to Director, SC&FM as mentioned in the invitation letter and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 The closing date for submission of Application is 16th August 2018 up to 2:30PM BST. Applications must be submitted within this deadline.



- 7.4 Any Application received after the deadline for submission of Applications shall be declared late, icddr,b with its full discretion may reject the application from evaluation.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 icddr,b at its sole discretion, can extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission, icddr,b; for any reason on its own initiative may revise the Request for Application 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:

Criteria :	Points
• Educational Qualification:	[15 points]
• Relevant Working Experience and its adequacy for the assignment:	[40 points]
• Suitability considering age, skill (such as knowledge on biosafety and local regulation, relevant training, adaptation on technology, language proficiency and others):	[15 points]
Total points:	70 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points [50; not less than 50] shall be considered disqualified.
- 8.4 Proposal shall be evaluated by the SEC member. The score will be endorsed by the SEC lead.
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude by the SEC and shall be rated with Thirty (30) points.

- 8.6 Points from submitted documents and obtained from interview, shall be combined to make a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3). If three application cannot pass the minimum score barrier (70% of technical score), SEC will continue with available application for financial evaluation.
- 8.7 Financial proposals for qualified applicants will be opened after finishing the technical evaluation. Technical and financial score will be distributed as 70/30.
- 8.8 There shall be no public opening of Applications.
- 8.9 SCM shall immediately after the deadline for submission of Application convene a meeting of SEC for proposal opening.
- 8.10 The SEC, having completed the record of opening, shall set a date for technical evaluation.
- 8.11 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to SCM. Such an attempt to influence icddr,b SCM department or SEC in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

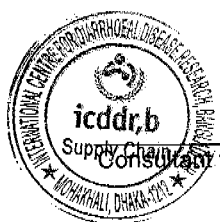
9. Application Negotiations

- 9.1 The highest ranked Applicant stated under Clause 8.7 shall then be invited for negotiations at the address of icddr,b.
- 9.2 If this fails, SEC will invite negotiate with the second-ranked Applicant.
- 9.3 During negotiations, SEC and the Applicant shall finalize the deliverables against "Terms of Reference", proposed work schedule, logistics and reporting schedule etc.
- 9.4 The negotiation session will also involve the financial proposal, remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations may conclude with a review of the draft Contract. To complete negotiations with icddr,b 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, icddr,b shall issue an NOI to the successful applicant and invite him to sign the Contract.
11. Debriefing 11.1 After signature of the Contract, icddr,b shall promptly notify other Applicants that they were unsuccessful.
12. Commencement of Services 12.1 The applicant is expected to commence the assignment on an agreeable date mentioned in the contract. The duration of the contract shall be decided during negotiation meeting.



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Section 2. Terms of Reference

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

- (a) Objectives of the Services required;
- (b) Scope of the Services required (duties and responsibility);
- (c) Selection Criteria
- (d) 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 reviewed at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

Objectives

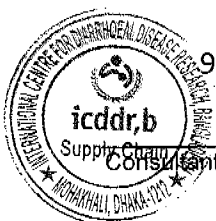
ICDDR,B is indeed a very dynamic organization, which, since its inception has expanded its activities in various disciplines of health research. The consultant expansion of the institution in keeping with its strategic objectives to complete HVAC project in the lab with ancillary works in High containment facilities lab at icddr,b Hospital Building level-8 for smooth operation and safe function.

The objective of this activity is to recommend a technically feasible layout plan, drawing designing and installation works/ of HVAC system for aforementioned mentioned lab after getting information from Biosafety office of ICDDR,B having considering economy, user's friendly in maintaining, ensuring safety issues use, and conforming existing information, characteristics, impact and nature of present and future activities of ICDDR,B.

Scope of the service

The tasks consultant is expected to perform are as following:

1. HVAC system design documents. (Finalized all design activities based on latest engineering code of practice and latest design technology, which is financially sound, economically viable and environmentally appropriate.)
2. Ventilation System Design at negative pressure – in consultation with, Bio-safety office, icddr,b
3. All necessary drawings
4. Integration of the above system (mentioned in SI-1 & 2) with Building Automation system.
5. Preparation of Bill of Quantities (BOQ) with estimated cost, equipment specifications, spare parts supply details, work plan, Mechanical, electrical and instrumentation work, Detailed Engineering, mechanical and electrical designs with operating cost estimates, Technical specification of all related spare parts , Work procedure of all types of supply, installation, operation , testing & commissioning.
6. Fire alarm system
7. Assistance for selecting/Evaluation vendor for installation (Evaluation of both local and international tenders and suggest / recommend / assist ICDDR,B in selecting contractor (s) or supplier (s) whenever necessary)
8. Confirmation the correctness of proforma invoice, where applicable (To provide recommendation supported by analysis (comparative statement) where applicable.)
9. Assistance and instruction/advice and supervision to vendor during installation and commissioning depending on the requirement of the work. Provide adequate and proper



supervision activities including all installation works of HVAC system, procurement of equipment either local or imported, preparation of as-built layout drawing upon successful completion of each installation / modification work and submit one hard copy of the drawing along with soft copy too in the PDF & AutoCAD.

10. Confirmation of goods and items provided by the vendor.
11. Supervision of installation work.(Top supervision as and when needed is to be provided by senior technical person (s) and prepare and submit fortnightly work status of each part work HVAC System)
12. Confirming commissioning and balancing as per design.(To provide design calculation sheets / document / soft copy after successful completion of installation work of HVAC system certified commissioning work)
13. Receive the system on behalf of icddr,b in complete operating condition from vendor.(To ensure quality of materials and works in all respect and certify the quantities of works executed by the contractor (s), supplier (s) as the case may be and recommend for payment of the bills).
14. Terms and conditions on legal aspect

Selection Criteria

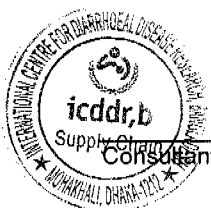
Candidates meeting the following requirements are encouraged to apply:

Minimum Educational Qualifications: Graduate [Mechanical / Mechatronics or Electrical and Electronic engineering]

Minimum HVAC Relevant working Experience: [05 years],

Minimum experience in High Containment Facility (HCF) build-up: At least one related experience with any hospital, research facility, pharmaceuticals within last five years.

- Adequate working knowledge in Bio-safety policy/guideline of Bangladesh and WHO as well.
- Excellent analytical and communications skills and ability to write clearly and concisely;
- Strong interpersonal skills and ability to work effectively in a team-based environment and under tight time constraints;
- Ability to provide the full range of operational assistance with independent responsibility;
- Ability to build effective working relations with Client's and colleagues.

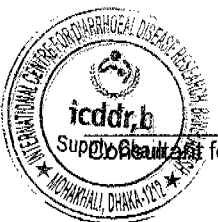


Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable



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Form 3A. Application Submission

[Date : 06/08/2018]

To:

Director, SC&FM
icddr,b
68 shaheed Tajuddin Ahmed Sharani
Mohakhali, Dhaka 1212.

Dear Sirs:

I am hereby submitting my Application to provide the consulting Services for [HVAC CONSULTANCY SERVICE AT ICDDR,B for High Containment Facility (HCF)] in strict accordance with your Request for Application dated [21/07/2018].

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,

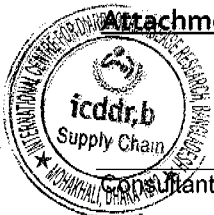
Signature

Print name

Address:

Tel:

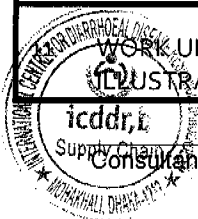
Attachment:



Consultant for HVAC for High containment facilities

Form 3B. Curriculum Vitae (CV) of the Applicant

1	PROPOSED POSITION FOR THIS PROJECT :	<i>Consultant for HVAC design for High Containment Facility (HCF)</i>			
2	NAME OF PERSON :	<i>[state full name]</i>			
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>			
4	NATIONALITY :				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	RELATED PERFORMANCE RECORD				
	EXPERIENCE 1	FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>		
	EXPERIENCE 2	FROM:	TO:		
	EXPERIENCE 3	FROM:	TO:		
	EXPERIENCE 4 (etc)	FROM:	TO:		



WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE

[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about

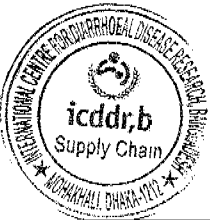
THIS ASSIGNMENT	<i>half of a page A4].</i>
12	KNOWLEDGE ON BIOSAFETY REGULATION

CERTIFICATION

[Do not amend this Certification].

I, the undersigned, certify that (i) I was not a former employee of icddr,b 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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 30px;"></td> <td style="width: 33%; height: 30px;"></td> <td style="width: 33%; height: 30px;"></td> </tr> </table>			
dd / mm / yyyy				



Form 3C. COST PROPOSAL

Breakdown of Cost structure:	Costs
	<i>In BDT</i>
Total Personal Cost (including AIT):	
VAT Amount :	
Grand Total :	

Note: Total cost must include fees for coordination meeting, system design, preparation of BoQ, confirmation of materials as per BoQ, system drawing, shop-drawing, supervision and inspection during installation, testing ,commissioning and balancing and as built drawing includes tagging and identification also any work which may arise in the entire work. All drawing must be in auto CAD, soft and hard as well.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____



COST BREAKDOWN FOR THE CONSULTANT

Local Staff Cost Head	Unit of Measurement	Total Cost (In BDT)
System Design:		
1. HVAC Design	Per Sft	
2. Ventilation Design(Negative Pressure)	Per Sft	
3. Electrical Design	Per Sft	
4. iBMS Design	Per Sft	
Coordination Meeting as needed	LS	
Work progress report (10 reports) based on top supervision on work:	Per supervision report	
(if any other)		
(if any other)		
Total Personal Cost (include AIT):		

Note: Total cost must include fees for coordination meeting, system design, preparation of BoQ, confirmation of materials as per BoQ, system drawing, shop-drawing, supervision and inspection during installation, testing ,commissioning and balancing and as built drawing includes tagging and identification also any work which may arise in the entire work. All drawing must be in auto CAD, soft and hard as well.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____



Section 4. Contract Forms

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

4.1 Contract Agreement

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, icddr,b 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 TOR (section 2), 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 icddr,b requires that the Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.

3.2 icddr,b 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 icddr,b; 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 icddr,b 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., icddr,b 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.



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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 icddr,b, 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 and for the communication; shall be English. |
| 6. | Modification of Contract | 6.1 | The Contract shall only be modified by agreement in writing between icddr,b and the Consultant. |
| 7. | Ownership of Material | 7.1 | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for icddr,b under the Contract shall belong to and remain the property of icddr,b. |
| | | 7.2 | The Consultant may, with the prior written approval of icddr,b, 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 icddr,b 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 or Contract Price 10.1 icddr,b 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 meeting and report expenses.
11. Payment modality 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed cost covering all costs (**supervision and meeting expenses**) required to carry out the services.
12. Payment Conditions 12.1 **Currency:** Payments shall be made in Bangladesh Taka.
- 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 agreed between icddr,b and the consultant.
- 12.3 The Consultant shall submit an Invoice which will be inclusive of AIT and VAT amount (25% of total amount) at the periods after fulfilling the reporting obligations and payments shall be made by icddr,b within Thirty (30) calendar days of receipt of the invoice.

Obligations of the Consultant

13. Medical Condition 13.1 The Consultant shall, before commencement of the Services furnish icddr,b submit a medical report providing evidence satisfactory to icddr,b 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.
14. Performance Standard 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
15. Contract Administration 15.1 **icddr,b Representative:**
- i. Name :
 - ii. Designation:
- 15.2 **Consultant representative for Meeting & Reports:**
- i. Name :
 - ii. Designation:
16. Confidentiality 16.1 The Consultant shall not, during the term of the Contract or within Five years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or icddr,b's business operations without the prior written consent of icddr,b.



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| 17. Consultant's Liabilities | <p>17.1 The Consultant shall continue to cooperate with icddr,b 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.</p> <p>17.2 The Consultant shall report immediately to icddr,b any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.</p> |
| 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 icddr,b

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| 19. Services, Facilities and Property | 19.1 Icddr,b 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. |
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Termination and Settlement of Disputes

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|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20. Termination | <p>20.1 By icddr,b</p> <p>Icddr,b 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.</p> <p>20.2 By the Consultant</p> <p>The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to icddr,b, if icddr,b fails to pay any monies due to the Consultant pursuant to the Contract.</p> |
| 21. Dispute Resolution | <p>21.1 Amicable Settlement</p> <p>Icddr,b 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.</p> <p>21.2 Arbitration</p> <p>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.</p> |



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

FOR ICDDR,B

FOR THE CONSULTANT

Signature

Signature

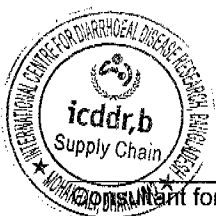
Print Name & Position:

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

- Terms of reference
- Cost Proposal
- Consultant's Payment milestone



Consultant's reporting Obligations & Payment Milestone

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Submission of design & drawing approved by icddr,b:	15 days after contract signing	Design and drawing	25% of contract value
2	Interim Progress Report on HVAC works: 50% of work progress report as per approved design and drawing:		Material quality Workmanship Work in progress	25% of contract value
3	Draft report on completion:		Completion of HVAC works as per design and drawing	25% of contract Value
4	Final Report			25% of contract Value

