

### **GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**

National Board of Revenue, Internal Resources Division, Ministry of Finance

Office of the Project Director

Customs Modernization and Infrastructure Development Project
(under Accelerating Transport and Trade Connectivity in Eastern South AsiaBangladesh Phase 1 Project)

### Request for Application (RFA)

Selection of Individual Consultant (National)

For

Feasibility Study, Conceptual Design, Cost Analysis for Custom House, Dhaka (DCH), Custom House, Benapole (BCH) and Customs Risk Management Commissionerate (CRMC)

Package No. SD-18

(Lump Sum based)

Room No. 403, Custom House, Dhaka, Kurmitola, Dhaka-1229

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# Section 1. Information to the Applicants

#### A. General

- 1. Scope of assignment
- The Client has been allocated Public fund for Customs Modernization and Infrastructure Development Project and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
- 2. Qualifications of the Applicant
- Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
- 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**
- Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
- 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
- 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
- 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
- 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
- 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.
- 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

- 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
- The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
- Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

### C. Evaluation of Applications

- 8. Evaluation of applications
- 8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.

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

#### [Client shall fixed the Points]

Criteria	Points
Educational Qualification	[20 points]
Relevant Working Experience and its adequacy for the assignment	[65 points]
Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	[10 points]
Total points:	95 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 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.

forms

#### 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 finalise 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

#### Award of Contract

10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

#### 11. Debriefing

- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

# 12. Commencement of Services

12.1 The applicant is expected to commence the assignment on September 2024 at the location Dhaka. The duration of the contract shall be 09 (Nine) Months from the date of commencement.

fund fund

### Section 2. Terms of Reference

#### **Terms of Reference for Consulting Services**

Feasibility Study, Conceptual Design, Cost Analysis for Custom House, Dhaka (DCH), Custom House, Benapole (BCH) and Customs Risk Management Commissionerate (CRMC)

#### 1. Introduction and Background

The National Board of Revenue under Internal Resources Division of Ministry of Finance has been allocated a Public fund for Customs Modernization and Infrastructure Development Project under Accelerating Transport and Trade Connectivity in Eastern South Asia-Bangladesh Phase 1 Project and intends to apply part of the proceeds for hiring individual consultant for carrying out feasibility and detailed design studies & Cost Analysis for the Modernization and Infrastructural development of Custom House, Dhaka (DCH), Custom House, Benapole (BCH) and Customs Risk Management Commissionerate (CRMC).

#### Custom House, Dhaka (DCH):

Custom House, Dhaka (DCH) plays a pivotal role in Bangladesh's economic landscape. Located in the Kurmitola area, it holds the distinction of being the largest airport customs station in the country.

- DCH is responsible for collecting crucial government revenue through duties and taxes levied on imported and exported goods. This ensures the smooth flow of funds into the national treasury.
- o The Custom House acts as a gateway for international trade. It streamlines the clearance process for imported and exported goods, ensuring swift movement of cargo while adhering to customs regulations.
- DCH officials vigilantly detect and prevent smuggling of contraband items like gold, drugs, and other restricted goods. This safeguards national security and protects legitimate businesses.

#### Custom House, Benapole (BCH):

Custom House, Benapole (BCH) is a significant governmental institution located in Benapole, a town situated in Jessore District, Bangladesh, near the border with India. It serves as a crucial gateway for trade between Bangladesh and India, two neighboring countries with significant bilateral trade ties. BCH holds the distinction of being the largest land port in Bangladesh. It plays a pivotal role in facilitating cross-border trade and ensuring compliance with customs regulations.

- BCH oversees the clearance of goods entering and leaving Bangladesh through the Benapole-Petrapole border checkpoint.
- BCH processes trade-related documentation, including customs declarations, car pass and transit permits.
- o BCH plays a vital role in enforcing customs laws and regulations at the border. Customs officers conduct inspections, audits, and surveillance activities to prevent smuggling, customs fraud, and other illegal trade practices. They collaborate with other law enforcement agencies to maintain border security and integrity.

BCH implements various trade facilitation initiatives aimed at streamlining customs procedures, reducing clearance times, and enhancing trade efficiency at the border.

#### Customs Risk Management Commissionerate (CRMC):

Customs Risk Management Commissionerate (CRMC) is a newly formed Commissionerate, yet to setup its permanent office premise. This Commissionerate will act as the central authority for implementing the automated risk management procedures to be implemented all over Bangladesh. As a part of NBR's commitment towards automation of the revenue administration, the risk assessment procedures are to be automated. For this reason, Customs Risk Management Commissionerate (CRMC) will play the pivotal role in risk management for all consignments and passengers crossing different borders of Bangladesh.

It is worth mentioning that, Customs Risk Management Commissionerate (CRMC) is an Information Technology (IT) based office. So, without any permanent establishment and infrastructure for CRMC, risk management related services might be disrupted. For this reason, permanent establishment and IT infrastructure is essential for uninterrupted operations of CRMC. In this backdrop, Customs Risk Management Commissionerate (CRMC) office must be well equipped to accommodate a central data depository to work as the data hub for different risk related data coming from different sources and shared with different offices; an I-TOC center where real time scan images of consignments and passengers from different ports will be analyzed using artificial intelligence, to detect the risky consignments and passengers; a coordination center to coordinate with local risk management units situated at different ports and land customs stations; a server room for the servers to run the customized risk management software that is going to be purchased under the National Single Window project; and 5 (five) vehicles for fast communication (the existing organogram has the provision for 5 cars).

The data hub will act as the central data depository for all risk related data. This depository should have facilities for both cloud storage and physical RAID (redundant array of inexpensive disks) system. This center will have the LAN (local area network) facilities, server systems and other infrastructural setup.

The I-TOC center is the central monitoring zone for analyzing the scan images fed directly from different scanners located in different custom houses, ports and land stations. This center will work as the core of the monitoring system for identification of risky cargoes and passengers. This I-TOC center will have large monitoring screen, powerful server systems and internet connections. for the proper operation of this I-TOC center, customized software would be necessary. Such software system would incorporate the artificial intelligence (AI) for automation identification of risky consignments and cargoes. Majority of the expenses will be incurred for the development of this I-TOC center.

At the time of inception of Customs Risk Management Commissionerate (CRMC), an initiative was taken for land acquisition. Later, Customs Risk Management Commissionerate (CRMC) was granted permission to set up an office spanning 20,004 square feet. Initiatives have been taken to accommodate Customs Risk Management Commissionerate (CRMC) in the second building of the NBR. Before that, the office could be run in a rented premise.

#### 2. The Objective of the Assignment

The main objectives of the consulting services are to obtain all engineering and quality assurance services spanning from feasibility studies to detail Conceptual design studies, as well as the corresponding cost analysis for Implementing the infrastructural and capacity development of DCH, BCH and CRMC.

#### 3. The Scope of the Assignment

#### 3.1 Feasibility Study

#### 3.1.1 Stakeholder Consultations

The Consultant shall make in-person consultations, either in groups or individually, with the relevant government officials, traders and service providers so that their legitimate requirements could be accommodated in the development Conceptual plans.

The consultant shall also explore the adequacy of existing cross-border data exchange mechanism and consult the stakeholders on the requirements for additional data exchange protocol between the customs or port authorities of India and Bangladesh for efficient customs clearance.

#### 3.1.2 Preliminary Baseline

Assemble a preliminary baseline for each facility's site, including but not limited to the following:

#### For DCH and BCH:

- a. Conduct topographical/ Geotechnical survey (Soil test), covering the existing customs house, port and future extension area and connecting transportation corridors, which can Install permanent benchmarks at a spacing not more than 200 m from each other.
- b. Produce topographical & Digital map of surveyed area with contour interval of 100 mm showing all the natural and manmade features.
- c. Collect available geological, geomorphological, and geotechnical maps. Analyze the geological condition including seismicity and associated hazards of the proposed locations.
- d. Collect climate condition baselines such as rainfall, drainage pattern, humidity, temperature and visibility and analyze these conditions.
- e. Take an inventory of all standing trees.
- f. Determine the area of inundation and corresponding water level for year with average precipitation and 50-year maximum precipitation. Identify and determine the extent of disaster risk relevant to design (cyclone, sea level rise, earthquake etc.) for the next 50 years.
- g. Characterize the existing land use within the area of influence of the port.
- h. Identify and describe the known Physical Cultural Resources (historical, religious, or architectural) as well as socially sensitive areas like schools, shrines, graveyards within and adjacent to the area to be developed.
- The Consultant is expected to clearly identify and map the roles and processes for every agency in general and by customs staff in particular at Dhaka air port and Benapole land port.

j. Evaluate the functional requirement for the last 5 years together with number of user and number of Officer in each functional space to get the space requirement for the specific function in the next 50 yrs.

#### For CRMC:

- a. Conducting required survey, covering the existing office space, infrastructural facilities, future extension requirements and required connectivity with different customs houses and land custom stations.
- b. Identifying the future space requirement and capacity development initiatives.
- c. Producing a conceptual design for the National Risk Targeting Center (NRTC) / Integrated Targeting operation center (ITOC) that would be used as the central hub for monitoring and analyzing real time scan image feeds coming from different ports, covering both passengers and consignments.
- d. Developing a conceptual design for the data center that would work as the central depository for all risk related data and information. Such a depository should have the facilities to provide real time risk analysis and raise flags.

#### 3.1.3 Traffic Studies

a. Assess the parking space being used by goods vehicles waiting for the formalities, passenger vehicles used by customs staff and visitors and taxi (used by customs agents, freight forwarders, other service providers, etc).

#### 3.1.4 Economic Appraisal

The Consultant will be expected to undertake a comprehensive economic evaluation of the proposed alternatives to ensure the identification and selection of the most economically efficient options, and the optimal implementation schedule for any subsequent physical works. This activity is expected to require the following activities:

- a. Estimation of the economic internal rate of return (EIRR) and the net present value (NPV) for all identified alternatives, compared to an identified "do- minimum" alternative using a standard cost/benefit methodology, a 25-year appraisal period, and a 6 per cent discount rate. Costs and benefits should be expressed in constant prices (to a defined base year price), but growth in the real value of time should be included;
- b. Economic costs and benefits should be shadow-priced as appropriate to reflect local conditions, e.g. labor costs, value of time, vehicle costs and maintenance practices. Account should also be taken of the estimated mitigation costs identified as necessary in the Environmental and Social Impact Assessment:
- The assessment will include costs of any land and property that must be expropriated. The
  Employer will assist the Consultant in securing information on prevailing compensation rates for
  land and the different types of buildings, if necessary;
- d. The possibility of alternative design standards, limited road realignments, different improvement options, and staged construction should be investigated, taking into consideration construction and maintenance costs and relevant economic rates of return; and

12 femal e. The Consultant will carry out sensitivity analysis on the parameters that are estimated with the greatest uncertainty and calculate the key switching values for critical parameters.

#### 3.1.5 Required outputs

- a. A Conceptual Master Plan, including the Functional Program requirement for the infrastructure of Dhaka Custom House, Benapole Custom House and linked infrastructure including last mile connectivity needs such as access roads, ports, etc. The Conceptual Master Plan should show all the necessary requirement information about infrastructure, equipment and service lines.
- b. A Conceptual Master Plan for Customs Risk Management Commissionerate (CRMC) and linked infrastructure including all required connectivity needs such as NRTC/ ITOC, data depository etc. The Conceptual Master Plan should show all the necessary requirement information about infrastructure, equipment and service lines.
- c. Development of 2 number of alternative Detail Conceptual plans for DCH, BCH and CRMC, assess the different possible options and determination of the best options.
- d. Feasibility reports with a content and format acceptable to the Employer and the World Bank.
- e. Cost estimates for execution and cost-benefit projection/analysis, including economic analyses and sensitivity analyses.
- f. Preliminary project implementation plans including Green Building construction technology considerations.
- g. All Green Building related considerations, following international Green building standards as-LEED etc. to be considered while designing & costing of the project.

#### 3.2 Conceptual Design

#### 3.3.1 Preliminary tasks

- a. Divide the area surveyed in 5m x5m grid and determine the coordinates (x, y, z) of the corners of the grid with additional levelling survey.
- b. Cadastral survey where acquisition of land is necessary for carrying out the improvement works.
- c. Preparation of existing site inventory and identification of the rehabilitation of the public utilities.
- d. Adequate Geological /Geotechnical investigations including 10 m deep boreholes at 5 m spacing for foundations of building over 3 stories, pitting (1m x 1m x 2m) with DCP test at isolated footings of buildings 3 stories and under, pitting (1m x 1m x 1m) with DCP test at 50m spacing for yards and parking area. Soil samples from all the boreholes and pits shall be tested at recognized laboratory to determine the bearing capacity and other required parameters.
- e. Construction material survey to identify the source, quality and quantity of the Sustainable construction materials and location of the borrow pits and the quarries.
- f. Hydrological consideration of the site, to determine the different hydrological parameters for climate resilient design of the proposed Sustainable infrastructure.

g. Conceptualize how the buildings and other structures will be developed as green, sustainable infrastructure. As a minimum, the broad sustainability areas of focus would be - energy efficiency, waste and pollution reduction, preserve water, use of renewable energy, resilient against natural disaster and have a longer life span, following all the regulations of International standards as LEED etc.

#### 3.3.2. Conceptual Master Plans

Prepare Conceptual masterplans considering all the present and future use of the DCH, BCH and CRMC with preliminary requirements (building with rooms for different purpose, parking area for vehicles for diverse purposes, security arrangement, water supply, electrification, management of waste water and garbage, water retention area, boundary walls, toilets, canteen and cooking facilities, staff quarters and other utility buildings) including alternative/options of Conceptual designs for comparison purposes.

#### 3.3.3. Designs and Drawings

- 1. Component-1: Detail Conceptual Master plan Design and drawings preparation of 3D;
- Component-2: geo-technical investigation including required Functional program
  development for Sanitary/Plumbing, Electro-Mechanical and Acoustic Design, IT design,
  Communication plan, Landscape design, Conceptual Sustainable design component;
- 3. Component-3: Cost Analysis/ Budget Preparation of the total Project Implementation;
- 4. Component-4: Conceptual Time Schedule Preparation for the Implementation Period.
- a. The Conceptual Masterplan design & cost Analysis shall adhere to all the relevant standards approved by the Government of Bangladesh, and should give due consideration to the following aspects, and:
  - Economy in construction and maintenance without compromising on required functionality.
  - Monitoring by CCTV network and a security system;
  - LAN based secure data transfer system as a backbone for internal communication and communication with land port authority, quarantine authorities, immigration, police and other relevant government agencies;
  - Electronic communication with the customs and port authorities on the Indian side;
  - Decent and comfortable working spaces for all users;
  - Aesthetic and fitting into the landscape;
  - Needs assessment for essential furniture and equipment;
  - Accessible to users with disabilities.
  - Consider special requirements of the female staff and visitors, including toilet facilities for women, women-only waiting rooms and service counters, as appropriate.

#### CUSTOMS MODERNIZATION Component

To include the following modernization components within the conceptual masterplan & Budget.

A. SPEED (System for Processing Express Entry Declaration) for Express Service Modernization and Digitalization System which includes Parallel Customs Computer System for Express Shipment (Express Service) existing around 50 ESP (Express Service)

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Provider) and in future ESP Licensee, their functions, activities, scope, responsibilities, monitoring report generation, integration with ASYCUDA (Automated System for Customs data), NSW (National Single Window), ARMS (Automated Risk Management System), Bond Management System and existing all other systems.

Functions: Submission of Cargo Declaration (Manifesto Declaration), Goods Declaration (Bill of Entry Submission), Assessment, Electronic Payment and Goods Release, Integration of ESP with the System.

- B. Integrated Detained Goods Management System (DGMS)
  - Functions: Detained Goods through DM (Detention Memo), Adjudication Process i,e, entry in DM software, issuance of show-cause notice, hearing, adjudication orders, disposal of detained goods (release, return, auction or handover to other departments like HPMO (High Excellency Prime Minister's Office Relief fund, DNC (Drug and Narcotic), BPC (Bangladesh Petroleum Corporation), management of uncleared goods and auctionable goods, valuable goods (Gold, Currency, Other precious metal) and other Goods, auction, upgradation and digitalization of warehouse at Shahjalal International Airport including transit warehouse and central warehouse of Custom House, Dhaka.
- b. All the Conceptual design works must follow applicable requirements, norms and standard code of practices on buildings, pavements, sanitation, electrification, communication, firefighting, etc. as required in Bangladesh with regards to use, flooding, fire hazard, high winds and earthquakes. The designed structures should be climate resilient.
- c. The buildings and structures have to be designed as disaster resilient and green buildings. The Consultant should explore the reputed green building certifications (e.g. BREEAM, LEED, EDGE, CASBEE etc.), compare suitability considering the customs houses and CRMC location context and make specific, attainable proposals. The consultant will advise the client with selection of the appropriate green building certification, the level it would achieve, and costing analysis (life cycle) for every incremental level of certification. Upon concurrence, the green building standards will be incorporated and demonstrated in design, cost analysis and detail design prepared by the Consultant.
- d. Based on construction norms and standard unit rates applicable, Conceptual summary cost estimate shall be prepared. For work items not reflected in government approved norms and standard unit rates, cost analysis shall be made to derive appropriate unit rates.
- e. The Consultant shall furnish the important documents, Conceptual design reports, drawing and other necessary information in the format acceptable to the Employer in soft copies.
- f. Prepare Implementation work schedule in compliance with GoB standard specifications for related works or acceptable international standards. The specification document shall cover each of the BOQ items, possible source of material, details of quality assurance and quality control tests, method of measurement and payments as well as appropriate penalties for non-compliance.
- g. The consultant shall be responsible to supply all the required information regarding obtain municipal approval and approval on the development plan from concerned agency.

#### 3.3.4. Preparation of Preliminary Cost Analysis

a. On the basis of the Conceptual Masterplan design and incorporating all relevant environmental and social mitigation measures identified in the ESIA/ESMP the Consultant shall prepare Preliminary

Cost Estimates of the construction works with sufficient accuracy for the proposed development under Phase-1, considering the latest PWD Schedule of rates.

- b. For the purpose of comparing the cost estimates, the Consultant shall prepare an estimate based on prevailing prices of key items, like structural, Architectural etc. The Employer will provide necessary assistance in approaching authorities to collect such item rates of the similar works also consult will finalize this estimate as per existing market trend for green building materials.
- c. The Consultant shall make the preliminary cost Analysis appropriately for the works in close consultation with the Employer.

#### 4. The Expected Inputs

#### 4.1 Duration of Services

The services to be rendered, are:

a. Feasibility Study:

3 months

b. Detailed Conceptual Design and cost analysis: 6 months

#### 4.2 Qualification of the consultant

The broad qualification of the individual consultant is given below. The responsibilities shall be assigned by the Consultant to complete all the deliverables in a professional manner. The individual consultant can add team members, as required to complete the above scope of work.

#### INDIVIDUAL CONSULTANT QUALIFICATION

Education: 5 years Bachelor in Architecture, preferably international accreditation, Sustainable Practice, Construction Management, or related field; relevant trainings and Member of local Professional Institute.

Experience: 15 years in designing and supervision of Highrise Building with 5 years as Team Leader of multidisciplinary team of experts in design and supervision package. Experience as Team Leader for Detailed Design & Cost analysis Document preparation of infrastructure of any Govt Division is preferred.

#### 5. Reporting Requirements

Reporting shall be as follows:

Key Activities	Timing	Reporting	Delivery Conditions		
Mobilization, Data/report collection,	4 weeks from Start Date	Inception Report	5 hard/1 soft copy; including a presentation at the Employer's		
desk study, detailed	Start Date		office		
scheduling of activities and					
preparation of					

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inception report			
Summarization of monthly activities	1st week of each consecutive month	Monthly Progress Report	5 hard/ 1 soft copy
Feasibility Study and development of Preliminary Master Plan	3 months form Start Date	Feasibility Study Reports and Conceptual Master Plan	<ul> <li>5 hard/1 soft copy; including a presentation at the Employer's office on draft reports</li> <li>5 hard/1 soft copy of the final report within 2 weeks of the presentation and addressing comments received on the draft report</li> </ul>
Cost Analysis	9 months from Start Date	Detail Conceptual Design Report & Drawings, Preliminary cost of implementation.	<ul> <li>5 hard/ 1 soft copy; including a presentation at the Employer's office on draft reports</li> <li>5 hard/ 1 soft copy of the final report within 2 weeks of the presentation and addressing comments received on the draft report</li> </ul>

#### Note:

- Presentation and Deliberation on the Reports at the Employer's office: Within 3 working days
  of the submission of the report at each stage as shown in above table. The Consultant shall
  submit the minutes of the meeting with proposed modifications in the report to the Project
  Coordinator within 48 hours for review and comments. The Employer shall provide their
  comments within 7 days of the submission of the minutes.
- The awarded consultant can take support from a special team consisting of a group of experts in preparing the study report. The team may consist of Architects, Civil Engineer (Structural Engineer), Environmental Specialists, Economists/Financial Analysts, Traffic Engineers, IT Specialists, Quantity Surveyors, Legal Advisors, Sustainability Experts, Mechanical Engineers, Electrical Engineers, Geotechnical Engineers, Urban Planners.

#### 6. Management of the Assignment

The Employer for the assignment will be NBR. The assignment focal point will be the Project Director, Customs Modernization and Infrastructure Development (CMID) Project. The general obligations are as follows:

#### 6.3. To be provided by the Consultant

During the study, the Consultant shall provide all the facilities for their staff and other logistical requirements on their own to fulfill their obligations. These will also include support staff and office

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facilities, office equipment and supplies, required equipment and materials for field data collection, vehicles, and communications as required. The Consultant will set out the phase wise requirements in the technical proposal and provide the financial cost estimates for these in their financial proposal.

#### 6.4. To be provided by the Employer

The Employer will provide the Consultant with all available studies and reports and data relevant to the services. The Employer will provide access to the existing facilities and information required for the study and provide assistance where the Consultant, for the purpose of executing these services, needs to coordinate with other Government agencies, and other stakeholders.

18 Jun 5

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# Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable

forms

### Form 3A. Application Submission

[Location: dd/mm/yy]

To:

Mr. AKM Nurul Huda Azad
Project Director
Customs Modernization and Infrastructure Development Project
National Board of Revenue
Room No. 403, Custom House, Dhaka
Kurmitola, Dhaka-1229.
E-mail: cmid.nbr@gmail.com

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:** 

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

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

11	WORK UNDERTAKEN THAT BEST
	ILLUSTRATES THE CAPABILITY TO
	HANDLE THIS ASSIGNMENT

[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].

12 COMPUTER SKILL

#### 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		

fund fund

# Form 3C. Indicative Remuneration & Expenses

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

#### (1) Remuneration

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

Note: A month consists of 30 calendar days.

#### (2) Reimbursable (as applicable)

	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance			
(b) Air Travel Costs			1 4
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (to be listed)			
		Sub-total	

CONTRACT CEILING (1) + (2)	. 49 41

# 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.

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# 4.1 Contract Agreement (Time-based)

THIS CONTRACT ("the Contract") is entered into this day of [dd/mm/yy], by and between [insert name of Client] ("the Procuring Entity") having its office at [insert address of Client], and [insert name of Consultant] ("the Consultant") having his/her address at [insert address of Consultant].

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### General

0.00	
1	Services
1.	SELVICES

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.

#### 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.

- Applicable Law
- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh
- 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.
- Modification of Contract
- 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.
- 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.
- 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.

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# Payments to the Consultant

- 10. Ceiling Amount or Contract Price
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in **Annex B**
- Lump-Sum Payment
- 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs (Remuneration & Reimbursable) required to carry out the services described in Annex A
- 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 as specified in **Annex C**
- 12.3 The Consultant shall submit an Invoice at the periods specified in Annex C after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 12.4 Final Payment: The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

### **Obligations of the Consultant**

- 13. Medical Arrangements
- 13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
- 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 Client's Representative: The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.

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

# **Obligations of the Client**

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

# **Termination and Settlement of Disputes**

#### 20. Termination

#### 20.1 By the Client

The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.

#### 20.2 By the Consultant

The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.

# 21. Dispute Resolution

#### 21.1 Amicable Settlement

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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#### 21.2 Arbitration

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

#### **ANNEX A: Description of the Services**

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

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

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

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# ANNEX B: Cost estimates of Services and Schedule of Rates

#### (A) Remuneration

Name of Consultant	Rate, Taka	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [state monthly, daily or hourly] rate		Sub-Total (A)	

#### (B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)	
(a)	(b)	(c)	(d)	(e) = (c) x (d)	
(a) Per Diem Allowance					
(b) Air Travel Costs					
(c) Other Travel cost	ii)				
(d) Communication charges					
(e) Reproduction of reports					
(f) Other Expenses (to be listed)					
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =			

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

(Sample Format)

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

NB: A sample Payment schedule has been shown below:

- Interim Report: Twenty-five (25) percent of the lump-sum Contract Price shall be paid upon submission of the Interim Report duly accepted by the Client.
- Draft Final Report: Thirty-five (35) percent of the lump-sum Contract Price shall be paid upon submission of the Draft Final Report duly accepted by the Client.
- Final Report: Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client.

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#### Request for Expressions of Interest

Government of the People's Republic of Bangladesh
Office of the Project Director
Customs Modernization and Infrastructure Development Project
Room No. 403, Custom House, Dhaka
Kurmitola, Dhaka-1229.

E-mail: cmid.nbr@gmail.com

Nothi No. 08.01.0000.104.014.012.24.100

Date: 01 August, 2024

#### Request for Expressions of Interest (REOI)

Ministry/Division	:	Ministry of Finance/Internal Resources Division		
Agency		National Board of Revenue		
Procuring Entity Name	:	Project Director, Customs Modernization and Infrastructure Development Project		
Procuring Entity Code	:	Not used at present		
Procuring Entity District	:	Dhaka		
Expressions of Interest for Selection of	:	Individual Consultant Service for Feasibility Study, Conceptual Design, Cost Analysis for Custom House, Dhaka (DCH), Custom House, Benapole (BCH) and Customs Risk Management Commissionerate (CRMC) (Lump-sum) (Package No. SD-18)		
EOI Ref. No.	:	08.01.0000.104.014.012.24.100		
Date	:	01 August, 2024		
KEY INFORMATION				
Procurement Sub-Method	:	Selection of Individual Consultants (SIC)		
FUNDING INFORMATION				
Budget and Source of Funds	Τ.	Davelanment Budget CoP		
PARTICULAR INFORMATION		Development Budget GoB		
Project/Program Code	Τ.	224381900		
riojecoriogiani Code		224301300		

Project/Program Code		224381900		
Project/Program Name	:	Customs Modernization and Infrastructure Development Project		
EOI Closing Date and Time	:	EOI (along with soft copy) shall be submitted in person, or my mail in a sealed envelope and be clearly marked "Expression of Interest for Selection of [Title of Service] or by E-mail mentioning "Expression of Interest for Selection of [Title of Service] on or before 25/08/2024 at 3.00 pm to the undersigned.		
INFORMATION FOR APPLICAN	Т			
Brief Description of Assignment	•	The Scope of the Assignment:  Feasibility Study (Stakeholder Consultations, Preliminary Baseline, Traffic Studies, Economic Appraisal etc.), Conceptual Design (Conceptual Master Plans, Designs and Drawings etc.).  Detailed Terms of Reference (TOR) and other information will be available upon request from the address provided below either		

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through email or in person. The TOR can be found at the

following website: (www.nbr.gov.bd).

Experience, Resources and Delivery Capacity Required		Qualification of the consult The broad qualification below. The responsibilities to complete all the delivindividual consultant car complete the above scop INDIVIDUAL CONSULTATION INDIVIDUAL CONSULT	of the individual of the individual of shall be assign erables in a profession add team mende of work.  ANT QUALIFICATION Bachelor in Artion, Sustainable of indiction, Sustainable of indiction, Sustainable of indiction and supervision particles of the supervision particles of the supervision particles of the supervision particles of the supervision of t	ned by the Consultant essional manner. The observation of Highrise multidisciplinary team ockage. Experience as est analysis Document Division is preferred.
, , , ,		A copy of the terms of re (RFA) may be obtained fr		
Association with foreign firms is	:	Not Applicable		
EOI Detail Information			04-4 D-4-	Orașeletice Data
Ref No. Phasing of Service 01 Single: Lump-sum		Location Custom House, Dhaka	Start Date 01/09/2024	Completion Date 31/05/2025
Single, Lump-sum	( E	Dustom House, Dhaka DCH), Custom House, Benapole (BCH) and Customs Risk Management Commissionerate CRMC)	01/09/2024	31/03/2025
PROCURING ENTITY DETAILS	-			
Name of Official Inviting EOI	:	AKM Nurul Huda Azad		
Designation of Official Inviting EOI		Project Director		
Address of Official Inviting EOI	:	Room No. 403, Custom House, Dhaka, Kurmitola, Dhaka-1229		
Contact Details of Official Inviting EOI		E-mail: cmid.nbr@gmail.com		
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Sd/AKM Nurul Huda Azad
Project Director
Customs Modernization and Infrastructure
Development Project
Room No. 403, Custom House, Dhaka
Kurmitola, Dhaka-1229.
E-mail: cmid.nbr@gmail.com

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