

FOR

EUROPEAN UNION EXTERNAL ACTIONS

FINANCED FROM THE EU GENERAL BUDGET

European Union, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the government of the Peoples' Republic of Bangladesh

of the one part,

and

NIRAS A/S Denmark
Danish Central Business Register under CVR No. 37295728
Sortemosevej 19
3450 Allerød
Denmark
DK37295728, ("the Consultant")

of the other part,

have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

The subject of this Contract is **"Promote Access to Land in Bangladesh"** done at Dhaka, Bangladesh with identification number EuropeAid/132225/C/SER/BD ("the services").

(2) Structure of the contract

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts financed by the European Union

Annex II: Terms of reference (including clarifications)

Annex III: Organisation and methodology

Annex IV: Key experts

Annex V: Budget breakdown

Annex VI: Forms and other relevant documents

Annex VII: Report of factual findings and terms of reference for an expenditure verification

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

(3) Contract value

This contract, established in euro, is a **fee-based contract**. Based on the maximum fees, incidental expenditure and expenditure verification provision defined in Annex V, the maximum contract value is 5,859,250.00 EUR.

(4) Commencement date

The date for commencing implementation shall be the date of signature of the contract by both parties.

(5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is 36 months from the Commencement date.

(6) Reporting

The Consultant shall submit progress reports as specified in the Terms of reference.

(7) Payments and bank account

7.1 Payments will be made in euro in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Articles 7.8 and 20.7 of the General Conditions.

7.2 The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 33 of the General Conditions:

| Month | | Estimated EUR |
|-----------|------------------------------------|---|
| 1 | Pre-financing payment ¹ | 1,171,850.00 (20 %) |
| 6-monthly | Interim payments | 4,101,475.00 (balance of pre-financing payment and forecast balance) |
| | Forecast balance | 585,925.00 (10% of the maximum contract value) |
| | Total | 5,859,250.00 (maximum contract value) |

¹ The consultant is not obliged to ask for pre-financing.

The actual amounts payable after the pre-financing payment will vary. They must be based on the consultant's invoice accompanied by an interim progress report and an expenditure verification report subject to approval of those reports in accordance with Article 27 in the General Conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90% of the maximum contract value stated in Article 3 of the Special Conditions. The payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article 3, is made after deduction of the amounts already paid, within 45 days of the Contracting Authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, and the incidental expenditure and provision for expenditure verification actually incurred during the period, subject to approval of those reports.

(8) Contact addresses

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

(9) Law and language of the contract

- 9.1 The EU law is the law which applies to the contract, complemented, where necessary, by the law of Belgium.
- 9.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

(10) Subcontracting

The total value of the sub-contracted part of the services must not exceed 30 % of the contract value.

(11) Dispute settlement

- 11.1 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

(12) Other specific conditions applying to the contract

- 12.1 The General Conditions are supplemented by the following:

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Consultant shall have the right of access to his/her personal data and the right to rectify any such data. Should the Consultant have any queries concerning the processing of his/her personal data, s/he shall address them to the Contracting Authority. The Consultant shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Consultant may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Consultant shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Consultant undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.]

Done in English: two originals being for the European Commission and one original being for the Consultant.

For the Consultant

Name: [REDACTED]

Title: Director

Signature: [REDACTED]

Date: 23/10/12

For the Contracting Authority

Name: [REDACTED]

Title: Head of Delegation

Signature: [REDACTED]

Date: 10/10/12

| | Notes | Estimated number of working days | Fee rate (£ per working day) | Amount |
|---|-------|----------------------------------|------------------------------|-------------------|
| | | | | € |
| FEES (including overheads): | 1 | | | |
| Key experts | 2.4 | | | |
| Key expert 1 Team Leader and Senior Policy Advisor on Land Management and Administration | | | | 00 |
| Key expert 2 Deputy Team Leader, Senior Specialist on Legal and Policy Issues for Land Administration in Bangladesh | | | | 00 |
| Key expert 3 Senior Specialist Public Sector Management/ Decentralisation | | | | 00 |
| Key expert 4 Expert on Land Records Management and Land Management Systems | | | | 00 |
| Non key experts | 3.4 | | | |
| Senior international experts | | | | 00 |
| Senior national experts | | | | 00 |
| Junior national experts | | | | 00 |
| Total fees (including overheads) | | | | 3209250.00 |
| PROVISION FOR INCIDENTAL EXPENDITURE: | 5 | | | 250000.00 |
| PROVISION FOR EXPENDITURE VERIFICATION | 6 | | | 150000.00 |
| MAXIMUM CONTRACT VALUE | | | | <u>5859250.00</u> |

NOTES:

1 All fee rates must cover:

- the remuneration actually paid to the experts concerned per working day
- administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, expatriation allowances, leave, medical insurance and other employment benefits accorded to the experts by the Consultant
- the margin, covering the Consultant's overheads, profit and backstopping facilities

2 Expert who is defined as instrumental in the Terms of Reference and who are subject to evaluation as part of the tender.

3 Expert who is not defined as instrumental in the Terms of Reference and who is approved by the Project Manager by administrative order.

4 The annual leave entitlement of experts must not exceed 60 calendar days

Note that the input of experts must be given in full working days

5 Provision for incidental expenditure:

- all incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost.
- any cost related to the payment of an incidental expenditure is included, such as bank charges.
- supporting documentation need not be submitted at the time interim invoices are presented for payment but must be retained for seven years after the final payment is made by the Contracting Authority.
- the provision for incidental expenditure does not cover travel to/from the beneficiary country for experts (other than for missions identified in the Terms of Reference).
- any air travel must be by economy class while long distance train travel may be by 1st class.

- Costs for CO2 offsetting of air travel may be included. CO2 offsetting shall in that case be achieved by supporting CDM/Gold Standard projects (evidence must be included as part of the supporting documents) or through airplane company programmes when available. Indicate the place of departure and the destination. If information is not available, enter a global amount.

- the subsistence paid to experts on missions requiring an overnight stay away from the normal place of posting must be a maximum of the per diem rate published on the Procedures page of the Web site http://ec.europa.eu/europeaid/work/procedures/index_en.htm for each night away.

The financial evaluation of tenders only considers the total fees, since the provision for incidental expenses must be the amount stated in Clause 6.5 of the Terms of reference. Please refer to Section 6 of the Terms of reference to identify what is to be included in fees and what may be covered by the provision for incidental expenditure in this contract.

6 Provision for expenditure verification

- must cover expenditures incurred in the course of the contract for expenditure verifications undertaken by external auditors cannot be decreased in the course of the contract



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entity/legal_entity_en.cfm/en

PRIVATE COMPANY

| | | | |
|---|------------------------------|--|---------------------------------|
| COMPANY TYPE | LIMITED COMPANY | | |
| NGO | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | (Non-Governmental Organisation) |
| NAME(S) | NIRAS A/S | | |
| ABBREVIATION | NIRAS | | |
| ADDRESS OF HEAD OFFICE / FISCAL ADDRESS | SØRTEMØSEVEJ 19 | | |
| POSTCODE | 3450 | P.O. BOX | |
| TOWN/CITY | ALLEROED | | |
| COUNTRY | DENMARK | | |
| VAT (1) | DK37295728 | | |
| PLACE OF REGISTRATION | ALLEROED | | |
| DATE OF REGISTRATION | 01 U D | 04 M M | 1971 Y Y Y Y |
| REGISTRATION No (2) | 37295728 | | |
| PHONE | +45 48104200 | FAX | +45 48104300 |
| E-MAIL | NIRAS@NIRAS.DK | | |

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:

1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.

2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

28.06.2012

NIRAS A/S

Sørtemoesvej 19 · DK-3450 Alleroed, Denmark
Telefon +45 4810 4200 · Fax +45 4810 4300

01 - 041



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/energy/energy_efficiency/energy_efficiency_en.pdf

| | |
|------------------|-----------|
| ACCOUNT NAME (3) | |
| ACCOUNT NAME (1) | NIRAS A/S |
| ADDRESS | |
| SØRTEMOSEVEJ 19 | |
| TOWN/CITY | ALLERØD |
| POSTCODE | 3450 |
| COUNTRY | DENMARK |

(1) The name of the under which the account has been opened and not the name of the authorized agent.

| | | |
|-----------|--------------|------------------|
| CONTACT | | |
| TELEPHONE | +45 48104200 | FAX +45 48104300 |
| E-MAIL | | |

| | |
|----------------|--|
| BANK | |
| BANK NAME | |
| BRANCH ADDRESS | |
| TOWN/CITY | |
| POSTCODE | |
| COUNTRY | |
| ACCOUNT NUMBER | |
| IBAN (2) | |

(2) If the IBAN is not known, the IBAN number is applied in the country where your bank is located.

| | |
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| REMARKS: | |
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|--|-----------|
| BANK STAMP • SIGNATURE OF BANK REPRESENTATIVE (Both obligatory) | 28/6-2012 |
|--|-----------|

| | |
|---|-----------|
| DATE: 02.07.2012 | NIRAS A/S |
| SIGNATURE OF ACCOUNT HOLDER (Obligatory) | |

(3) The name of the bank and the account number is obligatory in all cases. The name of the bank and the account number is not obligatory in all cases.

Sortemosevej 19
3450 Allerød, Denmark
Tel: +45 4810 4200 Fax: +45 4810 4300