

**Government of the People's Republic of Bangladesh
Ministry of Water Resources**



**Bangladesh Water Development Board (BWDB)
Climate-Smart Agriculture and Water Management(CSAWM) Project
(BWDB Part)**

**Standard Request for Application (SRFA)
Selection of Individual Consultant (National)
(Time Based)**

**Selection of PCU Support Expert(Individual)
for Procurement**

**EOI Ref. No. : CSAWM/BWDB/01/2021-22
Package No. : CSAWM-WDB-PCU-SD-03
Issued on :
Issued to :**

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Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated Public fund for "Climate-Smart Agriculture and Water Management(CSAWM) Project(BWDB Part)" and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
 - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
 - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]
3. Eligible Applicants
 - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
 - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
 - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
 - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
 - 3.5 The Applicant has the legal capacity to enter into the Contract
 - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.

- 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client , as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.

- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [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.

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

[Client shall fixed the Points]

Criteria	Points
• Educational Qualification	20
• Relevant Working Experience and its adequacy for the assignment	65
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	10
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.
9. Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall 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

10. Award of Contract
- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
11. Debriefing
- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 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 end of July, 2022 at the location of Dhaka. The duration of the contract shall be 24 (Twenty four) months from the date of commencement.

Section 2. Terms of Reference

Ministry of Water Resources
Bangladesh Water Development Board(BWDB)
Climate-Smart Agriculture and Water Management(CSAWM)Project (BWDB Part)
Terms of Reference
for
PCU Support Expert(Individual) for Procurement
(Contract Package No.CSAWM-WDB-PCU-SD-03)

1. Background of the Project:

The Government of Bangladesh has prepared the Climate-Smart Agriculture and Water Management Project (CSAWM) for introduction of climate resilient agricultural and water management technologies and effective on-farm water management to support the cropping pattern. The Project Development Objective (PDO) of CSAWM Project is to enhance climate resilience and productivity of irrigated agriculture and fisheries in targeted sub-projects. The Government of Bangladesh (GOB) has received World Bank loan for implementation of the project

The CSAWM Project consists of four components and these are: Component i) Improved Climate Resilience of Flood Control, Drainage and Irrigation (FCDI) Infrastructure Systems; Component ii) Climate-Smart Agricultural Production and Marketing; Component iii) Project Management Support; and Component iv) Contingency Emergency Response.

The project implementation will be a joint and shared responsibility of the Ministry of Water Resources (MoWR), Ministry of Agriculture (MOA) and the Ministry of Fisheries and Livestock (MoFL), respectively working through the BWDB, DAE and DOF. BWDB will take the lead on activities related to improved and climate resilient Flood Control and Drainage (FCD), and Flood Control, Drainage and Irrigation (FCDI) infrastructures. DAE and DoF will be the lead agencies for improved and climate resilient crop production and aquaculture production respectively. BWDB will act as the lead and coordinating agency and MoWR will act as the lead Ministry. In addition, this project will also address Participatory project Cycle Management (PSM) approach to promote the participatory and community mobilization aspects of subproject rehabilitation and management transfer and the involvement of communities in operations and (routine) maintenance (O&M) management. 19 numbers medium to very large BWDB sub projects (ranging between 1,000 ha to 15,000 ha) have been finalized under this project which will be implemented in 27 upazilas of 17 districts in Bangladesh at a cost of IDA loan USD\$ 100 million and GoB Tk. 33218.00 Lakh.

There will be a Project Coordination Unit (PCU) at BWDB, responsible for overall coordination across all project activities. PCU will be headed by a Project Coordinating Director (PCD) and will be staffed with a Procurement Specialist, Financial Management Specialist and Land acquisition & resettlement specialist. There will be also separate design & supervision consulting firm for detail design/review of design, construction supervision, motivation & mobilization of WMOs in all the project cycle activities such as selection/review of rehabilitation of physical activities. Another separate consulting firm will be engaged for Monitoring & Evaluation of all activities under this project.

The design of the sub-projects will include rehabilitation works with proper addressing of climate resilience and focusing on re-sectioning of embankments; dredging/re-excavation of river/khal; rehabilitation and construction of water control structures; and other protective works. The sub-projects design will promote

deficit irrigation approaches to maximize productivity per volume of water applied rather than per area of land along with erosion control actions and better drainage systems.

To support the procurement and contract management activities of the project one Procurement Expert will be hired as individual consultant.

2. Overall Scope of Services:

The Procurement Expert will be responsible for assisting the program so that the procurements are done as per the relevant guidelines/ regulations. The Procurement Expert will have a significant role in assuring the integrity, fairness, and overall quality of procurement in conformance with the requirements of the guidelines of the World Bank and the procurement laws of Bangladesh. He/She should not have any conflict of interest while working and should keep all the project information confidential.

3. Roles and responsibilities:

The Roles and Responsibilities/ Accountabilities of the consultant shall include but not limited to the following tasks:

- Developing procurement plan for the project in consultation with the PCU/PIU. Uploading and updating all the procurement transactions for the Project using WB's Systematic Tracking of Exchanges in Procurement (STEP).
- Monitoring and updating the procurement plan on a continuous basis.
- Preparing Procurement documents (Request for Expressions of Interest, Request for Proposal/bidding documents etc.) working in collaboration with technical staff, consultants, and Project Director (PD)/Deputy Project Director (DPD) of the project.
- Participating in pre-bid/pre-proposal bid meetings and bid/proposal opening meetings.
- Prepare Pre-Bid Meeting Minutes, Meeting Minutes of Tender/Proposal Evaluation and Negotiation for all types of Procurement and develop format of EOI Evaluation, Technical and Financial Proposal for service procurement.
- Assist the PD-PCU in reviewing the evaluation reports uploaded by the Procuring Entities in the e-GP system;
- Participating as member of the bid/proposal evaluation committee in evaluation of bids/proposals including following up with Technical Evaluation Committees, compiling and consolidating bid/proposal evaluation reports prepared by the bid evaluation committee before submission to the approving authorities.
- Monitoring the procurement processes to ensure compliance with the approved procurement plan and preparing procurement progress reports on the progress of each procurement package, identifying any bottlenecks and recommending measures for resolution. Submitting monthly, semi-annual, and annual progress reports and other required reports for the Government.
- Guiding and advising the concerned government officials involved with procurement in ensuring that all procurement financed under the **CSAWM** project is carried out according to the applicable World Bank Procurement Regulations.

- Reviewing and anticipating potential issues on procurement or any other issues and bringing to the attention of the PD.
- Monitoring and keeping track of the deliverables during implementation of goods/works/consultant contracts.
- Building capacity and transferring knowledge to GoB and local staff on procurement by providing regular structured/classroom and hands-on/practical training to a specified number of government staff to be designated by BWDB, with the objective that the specified staff acquire adequate procurement knowledge and hands-on experience to be able to independently carry out the routine procurement tasks by the end of the consultant's contract.
- Participating in meetings and committees related to the project and delivering opinion and making decisions (where applicable).
- Provide assistance to the Design & Supervision consultant and Monitoring & Evaluation Consultant in procurement related activities.
- In addition to his/her services in PCU, BWDB he/she would have to support of DAE & DoF in need based procurement related activities.
- Any other task assigned by the Project Management.

4. Duration of employment and Place of Work:

Duration of the consultancy services would be for 24 (twenty four) months. However, the Contract may be extended further; based on project needs and satisfactory performance of the consultants.

Place of work will be at Dhaka under PD-PCU, Bangladesh Water Development Board, Dhaka.

5. Qualification and Experience Requirements:

a. Academic:

- At least Bachelor degree in Engineering, or Masters in procurement/commerce or other relevant fields.
- Professional certifications/degree in Procurement from any recognized institution will be given preference.

b. Experience :

- At least total 10 (Ten) years experience in carrying out public Procurement with primary responsibilities and substantial content of his/her position in practical application of internationally accepted procurement and contracting procedures and documents for works, goods and services of which at least 05 (Five) years experience in managing internationally competitive procurement of large scale

and complex civil works under projects funded by multilateral organizations such as ADB/AIIB and particularly World Bank.

- Working experience in e-GP and WB's Systematic Tracking of Exchanges in Procurement (STEP).
- Hands-on experience in managing all steps in the procurement process, including procurement planning, preparation of bidding/contract documents, bid/proposal evaluation, contract award and implementation monitoring, of internationally competitive procurement of goods, works and consultant services.
- Knowledge and understanding of Government's procurement Rule/Act, e-Government Procurement (e-GP), STEP and capable to train others;
- Analytical capability in identifying and resolving procurement issues
- Strong coordination and communications skills in presenting, discussing and resolving difficult issues.
- Ability to work efficiently and effectively in a multidisciplinary team.
- Excellent computer skills.
- Excellent English writing and speaking ability.
- During the term of the contract the consultant shall not be associated with any other Government agency, consulting firm or private business entities.
- Individuals who are currently working as procurement consultants on another World Bank-financed project may also compete in this selection process, but if they are selected they will be required before signing the proposed contract to provide documentary evidence of having satisfactorily complied with their existing contract's requirements with respect to early termination of the contract by the consultant, including advance notice period, to avoid disruption in implementation of that project.

6. Institutional Arrangement:

The individual Consultant will work directly with the PD-PCU and support the officials & staff of BWDB at PCU and at field level office of BWDB under this Project. Consultant will responsible for reporting to Project Director.

7. Logistics and facilities provided by the client:

BWDB will provide Computer, printer, necessary consumables, office accommodation etc. necessary for rendering satisfactory services. Any non-consumable item purchased under this consultancy package shall be handed over to BWDB after completion of the contract.

The expert will have to arrange own transportation for attending office on all regular workdays.

8. Deliverables

The key deliverables of the Procurement Consultant/Expert will be:

- Complete and regularly updated Procurement Plans.
- Procurement and contract documents (REOI, RFQ, RFP, bidding documents, Contractes etc.)

- Training program and material for procurement training of specified number of government staff designated by BWDB, DAE & DoF, quarterly reports on the trainings provided by the consultant and the learning progress of each staff. Consultant's performance at the end of the contract will include an assessment of the knowledge and capability of the designated government officials for independently carrying out the routine procurement tasks by the end of the consultant's contract.
- Monthly, semi-annual, and annual procurement progress reports based on format to be agreed with BWDB in consultation World Bank.
- Quarterly Monitoring reports of deliverables of works, goods and consulting services contracts (progress, quality, completion etc.)
- Procurement documentation and records are systematically maintained so as to be readily available for review and audit.
- Any other procurement related report as and when required .

9. Selection method:

A Consultant will be selected through the 'Open Competitive Selection of Individual Consultants' method in accordance with World Bank's "Procurement Regulations for IPF Borrowers" July 2016, Revised November 2020 ("Procurement Regulations"). The Procurement Regulations can be viewed at the World Bank's external website:

<https://thedocs.worldbank.org/en/doc/178331533065871195-0290022020/original/ProcurementRegulations.pdf>

The attention of interested Consultants is drawn in particular to:

- Section III, paragraphs, 3.14, 3.16, and 3.17 of the Procurement Regulations setting forth the World Bank's policy on Conflict of Interest, and
- Section III, paragraphs, 3.21-3.24 of the Procurement Regulations setting forth the World Bank's policy on Eligibility, including the specific pre-requisite conditions to be met for the eligibility, on exceptional basis, of Government officials and civil servants of the Borrower's country under consulting contracts in the Borrower's country.

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

[The Client should explain in clear terms what is required of the Applicant if he/she is to be hired.]

Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable



Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

I am hereby submitting my Application to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for Application dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 5.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 4.

I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1.

I understand that you are not bound to accept any Application that you may receive.

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:

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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</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>
9	COUNTRIES OF WORK EXPERIENCE			
10	EMPLOYMENT RECORD	<i>[starting with present position list in reverse order every employment held and state the start and end dates of each employment</i> <i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i> <i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>		
	EMPLOYER 1	FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>	
	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			

Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

	Unit	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance	Day			
(b) Travel Cost L.S. at actual				
(c) Communication Charge	Month		24	
(d) Laptop Computer with software	No.		1	
(e) Other Expenses (<i>to be listed</i>)				
			Sub-total	

CONTRACT CEILING (1) + (2)	
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Section 4. Contract Forms

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

- | | |
|---|--|
| 1. Services | 1.1 The Consultant shall perform the Services specified in Annex A (<i>Description of Services</i>), 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 | <p>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.</p> <p>3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the Sub-Clause 3.5</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none">(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds. |

- 3.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;

"fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

"collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or

"coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations.

- | | |
|---------------------------------|--|
| 4. Applicable Law | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh |
| 5. Governing Language | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. Modification of Contract | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. Ownership of Material | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant. |
| 9. Contractual Ethics | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution. |

Payments to the Consultant

10. Ceiling Amount 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed 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 are detailed in Annex B
11. Remuneration 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.

13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.
- 13.2 **Advance Payment:** Not applicable
- 13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice when fund is available.
- 13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

Obligations of the Consultant

14. Medical Arrangements
- 14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
15. Working Hours and Leave
- 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.
16. Performance Standard
- 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
17. Contract Administration
- 17.1 **Client's Representative**
- The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.

17.2 Timesheets

The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.

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| 18. Confidentiality | 18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client. |
| 19. Consultant's Liabilities | 19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant. |
| | 19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services. |
| 20. Consultant not to be Engaged in Certain Activities | 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services. |

Obligations of the Client

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

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

23.2 Arbitration

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

ANNEX A: Description of the Services

Will be fixed as per agreed ToR & Negotiation

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) Travel Cost L.S. at actual				
(c) Communication charges				
(d) Laptop Computer with software				
(e) 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
(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report			
2	(a) Monthly Progress Report (b) Quarterly Progress Report (c) Semi-annual Progress Report (d) Annual Progress Report			
3	Draft Task Completion Report			
4	Final Task Completion Report			

The reporting requirements will be fixed as per agreed ToR and Negotiation.