



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Request for Application (RFA)

**Selection of 1 (one) No. Individual Consultant (National) for BWDB's
Procurement Post Review for the FY 2024-2025
(Lump-Sum based)**

Package No. CPC/PPReview-01/2024-25



**Contract and Procurement Cell
Bangladesh Water Development Board**

Section 1: Information to the Applicants

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

This Section also contains the criteria for selection of suitable Applicant
The text of the clauses in this section shall not be modified.

Section 2. Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the Individual Consultant to clearly understand the assignment. This section lists the Services and surveys that may be necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and Consultants' respective responsibilities.

Section 3. Application Forms

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

Section 4. Contract Agreement Forms

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

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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 from Operational Expenditure budget (Establishment-3257101) of the government 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. |
| | | <i>[Minimum educational qualifications, required experience have been mentioned in Terms of reference in section 2]</i> |
| 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, | 4.1 | The Government requires that Client, as well as Applicants, shall |

Fraudulent,
Collusive or
Coercive Practices

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 are lump-sum basis**, 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 30th october 2025 up to 4:00 pm.** Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications

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

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

Criteria	Points
• Educational Qualification	20 points
• Relevant Working Experience and its adequacy for the assignment	65 points
• Suitability considering age, skill (such as knowledge and expertise in relevant area of assignment, relevant training & e-GP knowledge, computer skills, report writing, proficiency in English and Bengali languages, and others).	15 points
Total points:	100 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 five (5) Applicants

8.5 The qualified short-listed Applicants as stated under Clause 8.4 may be invited for an interview to test their aptitude and presentation by the PEC

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

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

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

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

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

9. Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalize the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services”
- 9.4 The Financial negotiations will involve with the 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 on 01 November 2025** at the location Dhaka and other cities of Bangladesh. **The duration of the contract shall be 5 (five) months or 150 days from the date of commencement.**



Section 2. Terms of Reference
For
Procurement Post Review Consultant
Selection of 1 (one) No. Individual Consultant (National) for BWDB's
Procurement Post Review for the FY 2024-2025
(Package No. CPC/PPReview-01/2024-25).

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

- (a) Background;
- (b) Objectives of the assignment;
- (c) Scope of the Services (duties and responsibility);
- (d) Methodology;
- (e) Deliverables;
- (f) Selection Criteria-Qualification and Experience;
- (g) Time Schedule;
- (h) Data, Documents, Services and Facilities;
- (i) Duration
- (j) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant.

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

1. Background:

Bangladesh Public Procurement has been reformed since 2002, by establishing institutional & legal framework and institutional capacity building programs simultaneously. Through the last 20 years, it has made commendable progress in building the foundation for its public procurement system within the purview of the legal framework Public Procurement Act (PPA)-2006 and Public Procurement Rules (PPR)-2008. As institutional reform, the Bangladesh Public Procurement Authority (BPPA) which was namely the Central Procurement Technical Unit (CPTU) in IMED, Ministry of Planning is established and it is mandated to implement the reform to ensure transparency, efficiency, and accountability to acquire value for money in public expenditure.

Whereas, the Contract & Procurement Cell (CPC), Bangladesh Water Development Board (BWDB), Dhaka deals with all sorts of procurement aspects in BWDB under the direct control of the Director General (DG), BWDB, Dhaka. CPC acts as the focal point for ensuring economy & efficiency, cost-effectiveness, transparency and accountability in BWDB's government procurement; provides feedback/advice on various procurement matters of BWDB's in the light of PPA-2006, PPR-2008 & BWDB's Delegation of Financial Power (DoFP)-2016 (amendment if any); receives various explanations regarding public procurement from BPPA in the light of PPA-2006, PPR-2006 and e-GP Guidelines-2011; coordinates training programs on public procurement & e-GP; and provides assistance to BWDB in procurement planning/policy adoption and implementation of public procurement process in the light of prevailing laws/regulations, etc.

Section-24 of the PPA-2006 and Rules-45 & 46 of the PPR-2008, and accordingly BPPA, IMED, Ministry of Planning's circular memo no. 21.00.0000.364.22.019.21-004 dated:

17.01.2023 entrusted the Director General (DG) of BWDB as Head of Procuring Entity (HOPE) the responsibility to review and monitor the progress of implementation of the PPA and PPR in procurement management in Procuring Entity's. According to Rules, the records of procurement activities of any Procuring Entity (PE) shall be reviewed by the DG, BWDB using its resources by hiring Independent Consultants if the total procurement performed in a financial year is worth at least BDT 10.00 Crore in a PE.

As per Rule 46(1), the DG, BWDB may conduct procurement post-review of the contracts of PE on a sample basis and will carry out the procurement post-review. The Procuring Entities to be reviewed will be specified by the Superintending Engineer (SE), Contract and Procurement Cell, BWDB, Dhaka in discussion with DG, BWDB and the Independent Consultant will verify the compliance of the provisions of the Act and Rules taken in the procurement process.

In view of the above background, BWDB plans to hire 01 (One) experienced individual as a '**Procurement Post Review Consultant**' to review the procurement contracts as per PPR Rule 46(1) on a sample basis. The Contract is National Lump-Sum basis.

2. Objectives of the Assignment:

The overall objective of the assignment is to check the compliance of the provision of Public Procurement Acts-2006, Public Procurement Rules-2008 (amended), and e-GP Guidelines-2011/2025 in the procurement process through a review of the records and other necessary documents related to the randomly selected contracts.

The specific objectives are to:

- (a) determine whether the procurement processes and contracting proceedings are in accordance with the Public Procurement Acts and Rules, e-GP guidelines;
- (b) review and assess the capacity of the Procuring Entity in handling procurement from preparation to contract implementation and documentation is maintained as per Rules & required standards;
- (c) review and assess that the procurements made are being used for the intended purpose; and
- (d) any other issues that may appear pertinent.

3. Scopes of the Services:

- (i) The Individual Consultant will review the procurement contracts completed in the **financial year 2024-2025**. The Consultant will review and evaluate **five (5) procurement** contracts from each of **Six (6) Projects** under **Six (6) different Procuring Entities** of BWDB. In addition, the assignment shall cover **five (5) procurement contracts** from **two (2) different Procuring Entities** of BWDB under the **Operational Budget**. **The number of procuring entities may vary** as per the availability of projects and funds.

The consultant will but not be limited to-

- a. verify the procurement and contracting proceedings executed by the procuring entity and identify non-compliance with the procurement Act and Rules;
- b. verify whether PE has used Standard Tender Documents in its Procurement content & put the necessary information in the Tender Data Sheet and other formats correctly.
- c. verify, to the extent possible, whether the Goods, Works, and Consulting Services contracted were supplied and/or completed according to the required specifications and technical standards;

- d. identify inappropriate practices or questionable decisions and/or actions;
 - e. verify whether documentation and record-keeping systems that are in place are adequate for ensuring post-review requirements;
 - f. verify whether goods and works exist at intended locations and are being used for the purposes they were acquired;
 - g. determine remedies to correct the identified deficiencies;
- (ii) For each contract package, the consultants will review the following key elements (**Annex-1-2**):
- a. Procurement plan, budget, official cost estimate;
 - b. Procurement type, category, method, objective, financing arrangement (in case of DP's supported project);
 - c. Procurement opportunities (advertisements in the newspaper and on the website);
 - d. Tender/proposal submissions (no of sale/issuance of tender/proposal documents, no of participants, days allows for preparation and submission);
 - e. Formation of TOC/POC and TEC/PEC (no of members, external members);
 - f. Tenders/Proposals Evaluation (opening, days between opening and evaluation, responsiveness (responsive & non-responsive), recommendations of the evaluation committee);
 - g. Post qualification;
 - h. Approval of tenders/proposals (actual days between opening & evaluation and between evaluation & approval, approval authority as delegation of financial power, actual approval authority, actual days for issuance of NOA/contract signing/LOI);
 - i. Contract award (procurement processing lag & lead time);
 - j. Completion of contract (time specified for supply/execution/perform);
 - k. Complaints and appeal (reason of complaint, resolution of complaints, decision of review panel);
 - l. Contract amendment (no of amendment, contract time extension, variation/extra work/ repeat/additional delivery orders, etc.);
 - m. Contract disputes unresolved;
 - n. Action on corruption, fraudulence, collusive and coercive if identified;
 - o. Procurement management capacity (no of staff trained in procurement) etc.
 - p. identify and provide a detailed list of the audit objections related to the selected package and shall specify, the number of audit objections that have been resolved.

4. Methodology:

- (i) The Procurement Post Review should follow three broad phases:
 - (a) Before undertaking the fieldwork, finalize the work plan, scope, and program of the Procurement Post Review, identify and obtain the essential information on contracts, and responsible staff;
 - (b) Fieldwork at offices of the Procuring Entity and on implementation sites; and
 - (c) Preparation of the Procurement Post Review report.

- (ii) The consultant shall obtain the list of all contracts completed/executed by the PE in the financial year 2024-2025 and shall select a sample of contracts to be reviewed, taking care to have adequate distribution among different methods of procurement. If sufficient numbers of completed contract were not found, consultant may select ongoing contracts.
- (iii) The consultant is expected to consider the notes on procurement sampling delivered by the SE, CPC, BWDB, Dhaka as broad guidelines for methodology **(Annex-3)**. If the consultant intends to introduce variations or substantial changes, especially to the number, nature, and other aspects of contracts to be selected, it should be indicated in the technical proposal.
- (iv) a dissemination workshop will be arranged at Pani Bhaban, BWDB, Dhaka and the consultant will present the DRAFT FINAL Procurement Post Review REPORT.
- (v) the Procurement Post Review FINAL REPORT incorporating the comments/recommendations from the participants of the workshop will be submitted by the consultant.

5. Deliverables:

- (i) The Consultant shall submit the Inception Report for acceptance by the Technical Committee and shall, in addition, prepare and present one Interim Progress Report, together with the relevant data collection, at the PE Office.
- (ii) At the completion of the Procurement Post Review, the consultant must first present its preliminary findings to the BWDB in the form of a DRAFT FINAL Procurement Post Review report to be accepted by Technical Committee. **(Annex-4)**.
- (ii) The Procurement Post Review FINAL REPORT should focus on the review findings, statistical analysis, and recommendations. Details of the review methodology and procedures, evidence substantiating the review findings, and elaboration on the recommendations should be covered in annexes (according to the format delivered by BWDB).
- (iii) Except as otherwise justified by the Consultant, the FINAL REPORT shall cover the structure as follows:
 - (a) Summary of findings and recommendations.
 - (b) Outline of the procurement post review:
 - (i) objectives and Terms of Reference
 - (ii) scope, approach, and Procurement Post Review sampling
 - (c) Findings on matters relating to:
 - (i) the Procuring Entity
 - (ii) sector-specific issues
 - (iii) specific procurement and contract issues
 - (iv) general issues.
 - (d) Recommendations (if any) for improvements.
- (iv) Copies of the Procurement Post Review FINAL REPORT along with a soft copy will be submitted to the **SE, CPC, BWDB, and Dhaka**.

6. Qualification and Experience:

- (i) The Procurement Consultant's qualification will be Bachelor of Science in Engineering, or Master in Business Administration, Economics, Statistics, Management, Accounting, Finance, Marketing or any relevant subject. Master in Public Procurement Management, Master in Procurement and Supply Chain Management, MCIPS will be preferred.
- (ii) 15 (fifteen) years of working experience among which 10(ten) years in the field of public procurement or have had responsibilities with a substantial content of his/her position in the procurement area (e.g. use of internationally accepted contract documents for goods, works and consulting services; sound understanding of principles underlying procurement practices and international agencies' procurement guideline; understanding of GoB's procurement rules and procedure, ability in identifying and resolving procurement issues);
- (iii) 3-Week Training in Public Procurement Management, and e-GP knowledge will be an added advantage;
- (iv) Ability to work efficiently and effectively in a multi-disciplinary team;
- (v) Fully conversant and possessing skills in Microsoft Office Programs e.g. MS Word, Excel, PowerPoint, etc.

7. Time Schedule:

- (i) **The expected date of contract signing is 31 October 2025;**
- (ii) The consultant shall select and finalize the samples of contracts to be reviewed within 7 **(Seven) days** calendar days of the signing of the contract and the consultant will submit the **Inception report within 15 (fifteen) days** of the signing of the contract. Also provide a **interim progress report by 70 (seventy) calendar days** of the signing of the contract.;
- (iii) The DRAFT FINAL procurement post review report shall be prepared and presented within **135 (One Hundred thirty five) calendar days** of the signing of the contract .
- (iv) The procurement post review shall be completed and the FINAL REPORT shall be presented to the **Procuring Entity and BWDB** within **150 (one hundred fifty) calendar days** from the date of signing of the contract.



8. Data, Documents, Services, and Facilities:

- (i) The consultant should work in close coordination with the staff of the Procuring Entity for procurement post review to be performed. As far as practical, the consultant should give the Procuring Entity and its subordinate offices advance notices for the information and documents which will be reviewed and to arrange for site visits if required.
- (ii) The SE, CPC, BWDB will act as the contact person to facilitate the work of the consultant and provide liaison, assistance, and coordination with the Procuring Entities.
- (iii) The Procuring Entity will not provide accommodation, transportation, office space or other facilities to the consultant.
- (iv) Consultant will have access to all relevant project files, and documents related to the contract under review.
- (v) The Consultant will be entitled to travel allowance only; no daily allowance will be incorporated.

9. Duration:

The duration of the assignment is five (5) months under a National Lump-Sum contract.

10. Reporting Authority

The Consultant will report to **the SE, CPC, BWDB, Dhaka** as authorized by DG, BWDB, Dhaka.

Annex-1

Tentative list of Documents that will be reviewed by the Consultants:

1. Total Procurement Plan in Project Document, Annual Procurement Plan, Official Cost Estimate	
2. Publication of Procurement Notice in the Press, BPPA website and other media	
	Invitation for expressions of interest notices Invitation for prequalification notices Invitation for tender notices
3. Service Contracts	
	Evaluation of shortlisting and approval Request for proposals to the short-listed consultants Evaluation of proposals Minutes of negotiation Approval of the proposal evaluation and draft contract Signed contract
4. Goods and Works Contracts	
Prequalification document	Clarifications requested and issued Addendum issued Pre-prequalification meeting
Prequalification Evaluation	Clarifications requested and received Approval of prequalified tenderers No. of prequalified tenderers
Tender document	Clarifications requested and issued Addendum issued Minutes of pre-tender meeting
Tender Evaluation	Tender Opening report Clarifications requested and received Complaints received and responses Copy of Evaluation report and approval Notification of Award (NOA) Signed Contract
5. Any other relevant information/documentation required by the independent consultant relating to Procurement Post Review such as audit objections related document of the selected package.	

A: Individual Contract Review Format**Part-I: General**

Date of Review	
Name of Reviewer	
Procuring Entity Name	
Contract Name and Reference no	
Contract Amount	[BDT _____ (Foreign Currency (FC) expressed in equivalent)
Procurement Type	NCT/ICT
Category of Procurement	Goods/Works/Services/PSN
Method of Procurement	OTM/LTM/OSTETM/TSTM/RFQM/DPM QCBS/FBS/LCS/SSS/ICS/CQBS/DCS/QBS etc.
Objectives of Procurement	
Financing Arrangement of the Procurement	Revenue/Development

Part-2: Compliance with Act & Rules and Guidelines (e-GP & DP's)

Sl. No.	Descriptions		Applicable Provisions	Actual
1.0	Procurement Plan	:		
1.1	Approval Status of APP	:		
1.2	Official Cost Estimate			
2.0	Procurement Opportunities			
2.1	Advertised in the newspaper (NCT/ICT)	:		
2.2	Advertised in BPPAs website/ dg Market	:		
2.3	Tenders/Proposals followed PPR, 2008 or e-GP guideline	:		
2.4	Tenders/Proposals followed DP's Guidelines	:		
3.0	Tenders/Proposals Submission			
3.1	No. of Sale/Issuance of Tender/Proposal Documents	:		
3.2	No. of Tenderer/Consultant participated (Submission)	:		
3.3	Days allowed per Rule for Preparation and Submission	:		
4.0	Formation of TOC/POC, TEC/PEC and OCEC			
4.1	No. of members in TOC/POC	:		
4.2	No. of members in TOC/POC from TEC/PEC	:		
4.3	Approval date of TOC/POC	:		

Sl. No.	Descriptions		Applicable Provisions	Actual
4.4	No. of members in TEC/PEC	:		
4.5	No. of external members in TEC/PEC	:		
4.5	Authority approved TEC/PEC with date	:		
4.6	No. of members in OCEC	:		
4.7	Authority approved OCEC with date	:		
5.0	Tenders/Proposals Evaluation			
5.1	Days allowed in tender/proposal documents for preparation, submission, and opening	:		
5.2	Actual days between opening and completion/submission of evaluation	:		
5.3	No. of responsive tenders/proposals	:		
5.4	No. of non-responsive tenders/proposals with reasons	:		
5.5	Re-invitation of tenders/proposals recommended by TEC/PEC	:		
5.6	Procurement proceedings annulled/cancelled	:		
6.0	Approval of Tenders/Proposals			
6.1	Days actual between submission of evaluation and approval	:		
6.2	Approving Authority(AA) as per DoFP	:		
6.3	Authority approved	:		
6.4	Evaluation report was sent as per PPR to the AA	:		
6.5	Date of approval decision received by PE	:		
6.6	Date of issuance of NOA/PO/LOI	:		
6.7	Authority other than AA, if any, made additional review of the evaluation report	:		
6.8	Authority higher or lower than AA, if any, approved the Tenders/Proposals	:		
7.0	Contract Award			
7.1	Procurement processing lag/lead-time (i.e. Days actual between opening and issuance of NOA/PO/LOI)	:		
7.2	Days actual between IFT/RFP and issuance of NOA/PO/ LOI contract signing	:		
7.3	Contract award made within the initial tender/proposal validity period	:		
7.4	Publication of award in BPPAs website/PE's website/others	:		
8.0	Completion of Contract			
8.1	Days per original contract time specified for Supply/Execution/Perform	:		
8.2	Days actual for Supply/Execution/Perform	:		
8.3	Amount of LD imposed	:		
9.0	Complaints and Appeal			
9.1	Complaint, if any, lodged and reasons thereof	:		
9.2	Resolution of complaints per Rules	:		
9.3	Modifications resulting from the resolution of complaints	:		
9.4	Appeal to Independent Review Panel	:		

Sl. No.	Descriptions		Applicable Provisions	Actual
9.5	Review Panel's decision and follow-on	:		
10.0	Audit Objections			
10.1	Number of audit objections and the details of each objection			
10.2	Number of audit objections resolved			
11.0	Contract Amendment			
11.1	No. of times contract completion period extended and with no of days	:		
11.2	Variation/Extra Work/Repeat/Additional Delivery Orders etc. made	:		
11.3	No. and amount of such orders	:		
12.0	Contract Disputes unresolved	:		
13.0	Fraudulence and Corruption	:		
14.0	Procurement Management Capacity	:		
14.1	HRD facilities	:		
14.2	No. of Staff trained in procurement	:		

B. Profile of Procurement Items Reviewed

B.1

<i>No. of procurements in review period</i>										
Category	OTM	LTM	RFQ	OSTETM	TST M	DPM	Other s	No. NCT	No. ICT	Total
Works										
Goods										
PSN										
Total										

<i>No. of procurements in review period</i>											
Services Category	QCB S	LCS	FBS	CSOS	SSS	ICS	SBCQ	DC S	QBS	Others	Total
Consulting firms											
Individual consultants											
Total											

B.2

<i>No. of procurements reviewed</i>										
Category	OTM	LTM	RFQ	OSTETM	TST M	DPM	Other s	No. NCT	No. ICT	Total
Works										
Goods										
PSN										

Total											
-------	--	--	--	--	--	--	--	--	--	--	--

<i>No. of procurements reviewed</i>											
Services Category	QCBS	LCS	FBS	CSOS	SSS	ICS	SBCQ	DC S	QBS	Others	Total
Consulting firms											
Individual consultants											
Total											

B.3

<i>No. of Physical Inspections</i>										
Category	OTM	LTM	RFQ	OSTETM	TST M	DPM	Other s	No. NCT	No. ICT	Total
Works										
Goods										
PSN										
Total										

<i>No. of Physical Inspections</i>											
Services Category	QCBS	LCS	FBS	CSOS	SSS	ICS	SBCQ	DC S	QBS	Others	Total
Consulting firms											
Individual consultants											
Total											

C. Post Reviews of Contracts Awarded Under Request for Quotations Method

Date of Review:	Name of Reviewer:
Contract name, number and Date:	Contract Amount:
Contractor's Name and Address:	

PROCUREMENT METHOD:

International (Divisible Commodity)/National

Aspects	Comments and Findings
Solicitation Letter issued to firms and the number of firms to whom sent	
Time allowed for submission of quotations	
Verification (not evaluation) of existence of the quotations; Names of suppliers who gave quotations	
Quotation evaluation report and date; comments, if any	
Signed Contract/Purchase Order document	

Bill of lading , if any	
"Delivery Receipt" or "Store Receipt" or like instrument	
Actual Completion Date	
Timeliness of Payments	
Other matters	
Compliance with agreed Provisions- Yes or No (Explain)	



D. Post Reviews of Goods/Works Contracts

Date of Review:	Name of Reviewer:
Contract Name, Number and Date:	Contract Amount:
Contractor's Name and Address:	

PROCUREMENT METHOD: OTM/OSTEM/TSTM/LTM/DPM/Others, Specify: _

CATEGORY: Goods/Works

Aspects	Comments and Findings
Procurement Documentation (Filing)	
Advertising	
Pre/post qualification	
Time allowed for submission of Tenders.	
Tender opening & minutes of Tender opening	
Tender security records	
Tender Evaluation Report; verify existence of Tenders-Names of Tenderers.	
Contract document	
Reference to DPs and "no objection," if any (not required under Agreement)	
Advance payment guarantee details and records	
Per. security details and records	
Complaints and Appeals	
Contractual completion date	
Variations/Repeat Orders if any	
Actual completion date	
Bill of lading, if any	
Delivery receipt or like instrument.	
Liquidated damages, details and enforcement for delays.	
Timeliness of payments	
Other matters	
Compliance with agreed provisions- Yes or No (Explain)	

SP

E. Post Reviews of Services Contracts

Date of Review:	Name of Reviewer:
Contract Name, Number, and Date:	Contract Amount:
Contractor's Name and Address:	

PROCUREMENT METHOD: QCBS/FBS/LCS/SSS/CSOS/ICS/SBCQ /DCS/QBS/Others,
Specify:

CATEGORY: Firm / Individual (National/International)

Aspects	Comments and Findings
Procurement documentation (Filing)	
Advertising (REOI)	
Shortlist verify number, names, etc.	
Request for proposal	
Time allowed for submission of proposals	
Evaluation criteria as per SRFP	
Technical evaluation	
Evaluation report, and comments, if any (Verify existence of proposals)	
Financial envelop opening	
Combined quality and cost evaluation, approval	
Signed contract document	
Advance payment guarantee etc.	
Complaints and Appeals if any	
Contractual completion date	
Variations and/or replacement of Key Personals	
Actual completion date	
Outputs/Reports	
Timeliness of payments	
Other matters	
Compliance with agreed provisions- Yes or No (explain)	



F. Report on Physical Inspection

Procurement item name and number	
Location	
Date of visit	
Date of contract	
Contracted completion date (original)	
Actual completion date	
Contract value	
Final contract value	
Supplier/Contractor	
Arrival date at port (Goods)	
Arrival date at project site/warehouse Goods)	
Scope of work	
Materials (supply and quality)	
Workmanship quality	
Construction supervision	
Time overruns	
Cost overruns	
Deficiencies/defects observed	
Timeliness of payments to contractor	
Comments and recommendations	



Notes on Procurement Sampling

1. Selection of contracts for review

- 1.1 Based on the information provided by the BWDB's Procuring Entity and consultation with the **SE, CPC, BWDB, Dhaka**, and in discussion with DG, BWDB, the consultant is fully responsible for the selection of the contracts to be reviewed.
- 1.2 The Consultant shall select a minimum of five (5) contracts, excluding any study project(s).
- 1.3 The selected contracts for review should be representative of the overall procurement by size, nature, and complexity. Factors listed below are indicative only and may be used as a guide in the selection of the sample contracts. To the extent practical, an attempt should be made to cover most of the following categories/scenarios.

2. Main considerations

- 2.1 The main considerations to be used in selecting the review sample of contracts should include the following:

- (i) procurement of goods, works, and related services contracts, including contracts involving supply and installation;
- (ii) procurement of consulting services;
- (iii) any other unique procurement
- (iv) samples from both national and international procurement
- (v) samples from both development and revenue budgets
- (vi) samples from both funded by GoB and donors and in combination, if applicable
- (vii) samples of very small/simple contracts, small/less complex contracts, and more elaborate/complex contracts;
- (viii) the value of the contracts: low value, medium value, and high value;
- (ix) the geographical spread of the contracts and select procurement involving contracts from different regions (if applicable);
- (x) samples involving both Pre-qualification and Post-qualification (goods and works);
- (xi) samples involving Expression of Interest, Short-listing (services)
- (xii) method of procurement: Open Tendering, Limited Tendering, Request for Quotations, Direct Procurement, One Stage Tendering, Two Stage Tendering, and choose from both NCT and ICT;
- (xiii) method of selection of consultants through Expression of Interest (shortlisting), Request for Proposal (RFP), and Single Source Selection; selection criteria (with or without price as a factor);
- (xiv) the need to consider fair competition: was it lacking, was it adequate, or was there a high level of competition;
- (xv) contracts awarded to the lowest evaluated tenderer which met the qualification criteria; awarded to higher priced tenders where the lowest tenderer failed to meet the qualification criteria or for other reasons, etc.;
- (xvi) Package/Slice: single and multiple lots;
- (xvii) Price Adjustment: with and without application;
- (xviii) Protests/Claims: tendering and contract stages and how addressed;
- (xix) Contract Modifications: with and without.

- 2.2. In addition to the above, the procurement post review consultant shall review project files with a special focus on the following aspects, documentation, and procedures:

- (i) Procuring Entity's Capacity; Adequacy of Staff; Role of Procurement Agents/Consultants;
- (ii) Procurement Plans and Monitoring;
- (iii) Official cost estimate
- (iv) Advertising;

- (v) Pre/Post qualification, Short-listing;
- (vi) Tender Opening, Proposal opening;
- (vii) Tendering Documents, Modifications;
- (viii) Tender Validity Extensions, Proposal Validity Extensions;
- (viii) Evaluation, Proposal, Approval, and Awards;
- (ix) Issuance of Notification of Award and suspension of procurement proceedings thereafter, if any;
- (x) Signed Contracts;
- (xi) Contract Amendments and Variation Orders;
- (xii) Actual Contract Payments vs. Contract Award Amount;
- (xiii) Securities (for Tender, Performance, Advances, Insurance, Liability, etc.);
- (xiv) Contractor's Claims;
- (xv) Damages and Penalties for Delays, non-compliance with Functional Guarantees, etc.;
- (xvi) Protests from Tenderers/Contractors/suppliers/ Consultants;
- (xvii) Reasons for Slow Progress of Completion;
- (xviii) Delays in Payments, Imports, Customs, etc. if any;
- (xix) Contractual Disputes and Their Resolution;
- (xx) Other Relevant Matters etc.

2.3. Distortions in the procurement process are frequently manifested in one or more of the following situations:

- (a) low participation of tenderers and reduced competition;
- (b) one or more tenderers winning a disproportionate amount of contracts in a project over time;
- (c) tender prices consistently over cost estimates and/or current market prices;
- (d) a significant number of changes from tender to contract award and finalize completion; and
- (e) significant and recurring increases in the final contract price over the original tender price and/or the original contract price.

2.4. If patterns are identified in a series of contracts, which reflected any of the above distortions, one or more of the contracts in the series should be selected for more detailed review in the procurement post review sample.

3. Procurement post review process

3.1. During the procurement post review, the consultant will have the flexibility to select, substitute, or drop particular contract(s) if an alternative line of investigation is judged more effective in reaching conclusions.

3.2. To address the main areas mentioned above, it may be necessary to develop a set of ad hoc procurement post review techniques.

3.3 Initial documentary review

It may be useful to develop a standard "procurement post review data sheet" to perform the initial documentary review. For each of the selected contracts, key information should be gathered based on documents obtained from the Procuring Entity (tendering procedures, prequalification/tendering documents, pre-qualification/tender evaluation reports, signed contracts, change orders, claims, payment certificates, acceptance certificates, etc.).

In some instances, specific contract information may not be found through the review. This may be retrieved during later phases of the procurement post review or identified as a deficiency in the information trail of the project.

The data sheet should include factual indicators related to the procurement of goods/works/services for each tender and to the execution of the awarded contract. Presented comparatively, this basic information provides the starting point for assessing performance and for identifying patterns, potential deviations, or cases of non-conformities.

3.4 Further documentary review

For all contracts included in the review sample, the consultant should specifically review:

- (a) the prequalification and tendering documents to assess the compliance of these documents with the Regulations and standard documents issued by BPPA;
- (b) the prequalification and tender evaluation reports to verify the compliance of the Procuring Entity's evaluation with the prequalification/tendering documents;
- (c) the signed contracts to verify their consistency with the tendering documents;
- (d) the time lags between key procurement activities to determine the effectiveness of the procurement process;
- (e) non competitive tendering procedures used;

3.5 Documentary checks of contract performance

In addition to the documentary review mentioned above, specific file checks should be performed. The main objective of this additional control is to evaluate the performance of contracts awarded and to assess their degree of compliance with agreed requirements and technical specifications (e.g. test, inspection certificates), payment terms, and timely performance. This review should cover all the contracts procurement post reviewed and focus on the following items:

- (a) qualitative and quantitative changes in contract scope: based on the information included in the contract data sheet, change orders should be reviewed to assess their compliance with the Regulations;
- (b) status of deliveries: the dates of the different deliveries agreed in each contract should be checked and any discrepancy noted. In appropriate instances, the final destination of deliveries should also be verified;
- (c) status of payment: evidence of payments by the Procuring Entity should be checked. Payment information should also be used to cross-check and confirm the date of completion; and
- (d) quality documentation: the procurement post review consultant should also check the availability of quality documentation mentioned in each contract, such as certificates, inspections performed, and laboratory tests.

3.6 Physical inspections

These should normally cover contracts of each category of Goods, Works, Supply and Installation, Services, etc., and for as many contracts as possible. Depending on the type of goods/works, the following types of inspections should be performed as appropriate:

- (a) standard physical inspections of goods/installations: quality control (conformity with technical specifications stipulated in the contract) and confirmation that quantities were delivered;
- (b) spot physical inspections of a sample of goods delivered: such inspections should be complemented by documentary checks to confirm the delivery of quantities specified in the contract and to assess quality compliance;
- (c) spot physical inspections of goods/installations delivered: such inspections should be complemented by documentary checks on the use /installation of goods received at different locations; and
- (d) on-site visits to works: field visits should be undertaken to verify the status of works or to confirm their completion. Documentary checks (certificates of acceptance/ completion, defects list, tests, etc.) should also be made.

3.7 Review of costs and price verification

Cost analysis/price verifications should be performed for goods, works, and services, wherever realistic and practical. To this end, the following methods should be used as appropriate:

- (a) Documentary price comparisons: based on technical specifications agreed in the contracts, the quoted prices of a selected number of items should be verified. The review should aim to determine whether the supplier's final invoice corresponds within reasonable limits to the export market price generally prevailing in the country of supply under comparable terms and conditions.
- (b) Inter-contract comparisons: a comparative analysis of a selected number of unit prices/rates should be undertaken. This review should aim to compare prices for similar items between similar contracts.

3.8. In all cases, a check should be made of the pre-tender cost estimates, tender price, contract price, and final contract payment wherever such information is documented and available.

SAMPLE FORMAT FOR PROCUREMENT POST REVIEW REPORT

Procuring Entity

Project

Financial Year

Procurement post
review conducted by
Date

Executive Summary

Provide a brief description of Procurement Post Review objective, methodology, key findings/issues, and recommendations with proposed actions.

Post Review Objective:

Methodology:

Key Findings/Issues:

Recommendations:

1. Introduction

2. Discussion on the Selection of the Contract Samples Reviewed:

Provide a brief description of the selection of the contract sample and a summary list of the contracts reviewed, including procurement category, procurement method, contract number contract date, short contract description, name of contractor/supplier/consultant, and contract amount.

Selection of Contract Sample:

Summary List of Contracts Reviewed:

3. Procurement Post Review of Selected Contracts

4. Findings on the Review of Procurement Processes

Provide a brief description of findings on procurement processes, including procurement planning, publications, tendering, evaluation, complaints handling, awards, and timeliness of procurement.

Findings on Procurement Processes:

Procurement Planning:

Publications:

Tendering:

Tender Evaluation:

Complaints Handling:

Awards and timeliness of Procurement:

5. Findings on the Review of Contract Administration & Management

Provide a brief description of findings on contract administration, including implementation, payments, dispute resolution, and compliance.

Findings on Contract Administration:

Implementation:

Payments:

Disputes Resolution:

Compliance:

6. Indication of Possible Governance Issues

Provide a brief description of any findings that could indicate possible fraud or corruption related to the procurement processes, contract administration, or any other related issues at the contract.

Procurement Processes:

Contract Administration:

Any other Related Issues:

7. Findings on the Review of the Procuring Entity's Capacity

8. Mitigating Measures or Corrective Actions

9. Recommendations and Proposed Actions

10. Conclusions

Annexes

Visit implementation sites.



SUMMARY OF INDIVIDUAL CONTRACT REVIEW FORMAT (GOODS & WORKS)

Ministry/Agency Name:

Review Financial Year

Month of Review

SI No.	PE ID & Name	Total Procurements		Contracts Reviewed														
		No.	Value	Total				Percent by Methods										
				No.	%	Value	%	Goods/Works (NCT/ICT)										
								OTM	LTM		RFQM		OSTETM		Others			
									No.	Value	No.	Value	No.	Value	No.	Value	No.	Value

Comments of the committee on compliance with the Act and Rules:



SUMMARY OF INDIVIDUAL CONTRACT REVIEW FORMAT (Services)

Ministry/Agency Name:

Review Financial Year

Month of Review

SI No	Procuring Entity ID & Name	Total Procurements		Total				Contracts Reviewed							
		No.	Value	No.	%	Value	%	Percent by Methods (NCT/ICT) Services							
								QCBS		FBS		LCS		Others	
								No.	Value	No.	Value	No.	Value	No.	Value

Comments of the committee on compliance with the Act and Rules:



ANNEX B: Consultant's reporting Obligations & Payment Schedule

The reporting Obligations & Payment Schedule are as follows. The payment will be made on a lump-sum basis:

Sl. No.	Reports	Date/days Due from the signing of the contract	Contents of the Report	Payment Schedule
1	Inception Report	15 days	Approach, methodology, and work plan of the assignment	10 % of the contract value will be paid upon submission and acceptance of the report.
2	Interim Progress Report (First Status Report)	70 days	Selection & finalization of samples of contracts to be reviewed and progress status report	20 % of the contract value will be paid upon submission and acceptance of the report.
3	DRAFT FINAL REPORT	135 days	As per scope of the services	30 % of the contract value will be paid upon submission and acceptance of the report.
4	FINAL REPORT	150 days	As per scope of the services	40 % of the contract value will be paid upon submission and acceptance of the final report.

N.B.: AIT and VAT will be deducted from each payment at source as per prevailing government rules.



Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable



Form 3A. Application Submission Form

[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 :	<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> <i>e.g. English</i>	<u>Speaking</u> <i>Fluent</i>	<u>Reading</u> <i>Excellent</i>	<u>Writing</u> <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:	<i>[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].</i>			
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. Finally after negotiation Remuneration & Reimbursable will be part of fixed lump-sum amount as per agreed deliverable in the contract.**

(1) Remuneration (lump-sum)

Rate (per month in Tk) (Excluding AIT & VAT)	Staff Time (month)	Total (Tk)
	5	

Note: A month consists of 30 calendar days.

(2) Reimbursable, actual basis (Negotiable)*:

(Excluding AIT & VAT)

	Rate per unit (Tk.)	Total unit	Total Amount (Tk)
1. Travel Allowance (At actual)		L.S.	
2. Printing of Inception Report for Technical Committee meeting		05	
3. Printing of Interim Progress Report for Technical Committee Meeting		05	
4. Printing of DRAFT FINAL REPORT for Technical Committee Meeting and Workshop		10	
5.FINAL REPORT for Distribution (in English)		35	
Workshop		01	
Honorarium for Technical Committee		05	
		Sub-total	

Payment for reimbursable items will be based on actual expenditure supported by documentary evidences.

CONTRACT CEILING (1) + (2)	
----------------------------	--

Section 4. Contract Forms

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

4.1 Contract Agreement (Lump-Sum)

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 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 |
| 11. Lump-Sum Payment | 11.1 | The Total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive all costs (Remuneration & Reimbursable) required to carry out the services described in Annex A |
| 12. Payment Conditions | 12.1 | Currency: Payments shall be made in Bangladesh Taka . |
| | 12.2 | Payments: Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule 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

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| 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. |
| 14. Performance Standard | 14.1 | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |
| 15. Contract Administration | 15.1 | 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. |

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| 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. |
| 17. 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

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| 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. |
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Termination and Settlement of Disputes

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| 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.

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.*

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

*(a) 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;*
- Any other facilities agreed by both Client & the Consultant.*

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration (Lump sum)

Name of Consultant	Rate, Taka	Quantity (Month)	Total Taka (Excluding AIT & VAT)
(a)	(b)	(c)	(d) = (b) x (c)
		4	
		Sub-Total (A)	

(B) Reimbursable: Actual basis

(Excluding AIT & VAT)

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
1. Travel Allowance (At actual)	L.S.	L.S.		
2. Printing of Inception Report for Technical Committee meeting	No.	5		
3. Printing of Interim Progress Report for Technical Committee meeting	No.	5		
4. Printing of DRAFT FINAL REPORT for Technical Committee Meeting and Workshop	No.	10		
5. FINAL REPORT for Distribution (in English)	No.	35		
Workshop		01		
Honorarium for Technical Committee		05		
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

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

1. Payment of Remuneration on lump-sum basis:

Sl. No.	Reports	Date/days Due from the signing of the contract	Contents of the Report	Payment Schedule
1	Inception Report	15 days	Approach, methodology, and work plan of the assignment	10 % of the contract value will be paid upon submission and acceptance of the report.
2	Interim Progress Report (First Status Report)	70 days	Selection & finalization of samples of contracts to be reviewed and progress status report	20 % of the contract value will be paid upon submission and acceptance of the report.
3	DRAFT FINAL REPORT	135 days	As per scope of the services	30 % of the contract value will be paid upon submission and acceptance of the report.
4	FINAL REPORT	150 days	As per scope of the services	40 % of the contract value will be paid upon submission and acceptance of the final report.

N.B.: AIT and VAT will be deducted from each payment at source as per prevailing government rules.

2. Payment of Reimbursable on an Actual basis: Reimbursable expenses (if any) will be submitted on an actual basis with the reporting requirement and paid upon acceptance of the report thereof.

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