



Government of the People's Republic of Bangladesh
Local Government Engineering Department
Need Based Infrastructure Development of Newly Nationalized Government Primary School Project (1st Phase)
Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

Request for Application (RFA) for Selection of Individual National Consultant

RFA Ref No: 46.02.0000.888.11.34.20/9463

Date: 20-08-2020.

The Local Government Engineering Department has been allocated public funds from the Government of the Peoples Republic of Bangladesh (GOB) towards the cost of the Need Based Infrastructure Development of Newly Nationalized Government Primary School Project (1st Phase) and it intends to apply part of the proceeds of these funds to payments under the contract for the provision of consultancy services as stated below.

The services include and the qualification and experience required for the assignment are as follows:

No	Position	Post	Qualification	Experience
Individual Consultant				
01.	Monitoring Specialist	01	Master's Degree in any subject or equivalent degree from any recognized university /institution.	The candidate must have minimum 20 years experience on monitoring field.

The Additional Chief Engineer (RID&M) LGED now invites application from the eligible Applicants for the positions. Applicants are invited to provide information indicating that they are qualified to perform the services (complete CV with other details as required in the TOR).

Consultants will be selected using the selection of individual consultant sub-method in accordance with the Public Procurement Rules 2008. It is expected that the services will be commenced from 01 October'2020 at Primary Education Infrastructure Management Unit (PEIMU), LGED and shall be completed on 30 september'2022(24 Month).

Interested consultants are required to submit their Application in accordance with the standard Application Forms which may be obtained from the office of the undersigned during normal office hours or available in the **website: www.lged.gov.bd**.

Application shall be submitted by 09 September' 2020 within 3.00 pm, in sealed envelope delivered to Additional Chief Engineer (RID&M), LGED. Applicants who are already in employment shall have to send their application through proper channel, otherwise their applications will not be considered.

The Procuring Entity reserves the right to accept or reject any or all the application without assigning any reason whatsoever.

(Signed)

(Md. Moslah Uddin)

Additional Chief Engineer (RID&M)
LGED Bhaban (Level-8)
Agargaon, Sher-e-Bangla Nagar,
Dhaka-1207

RFA Ref No: 46.02.0000.888.11.34.20/9463

Date: 20-08-2020.

Copy forwarded for kind information and necessary action:

1. Chief Engineer, LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
2. Superintending Engineer (Admin), LGED, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
3. Copy for CPTU.
4. Unit-in-charge, GIS Unit, LGED, he is requested to publish the notice on LGED website.
5. Manager Advertisement, The Financial Express/Daily Bhorer Kagoj,
(You are requested to publish the above RFA notice for one day on or before 24-08-2020)



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
Local Government Engineering Department
Need Based Infrastructure Development of Newly Nationalized Government Primary
School Project (1st Phase)

Level-8, LGED Bhaban
Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

Request for Application (RFA)
for
Selection of Individual Consultant (National)

Name of Positions:

Individual Consultant (National):

1. Monitoring Specialist

Request for Application No.:

Issued To :

RFA Ref No: 46.02.0000.888.11.34.20/9463

Date: 20-08-2020.

August-2020



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Section-1. Information to the Applicants

A. General

1. Scope of assignment
The Client has been allocated Public fund for Need Based Infrastructure Development of Newly Nationalized Government Primary School Project (1st Phase)
 - 1.1 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 and selection criterion 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:
- ❖ Form 3A: Application Submission Form;
 - ❖ Form 3B: CV of the Applicant; and
 - ❖ Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable 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 **09th September 2020** within 3.00 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	25 points
• Relevant Working Experience and its adequacy for the assignment	60 points
• Suitability considering age, skill (such as training, computer skills and others).	10 points
Total points:	95 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *not less than 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 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 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 on **01 October 2020** at **LGED Bhaban, Agargaon, Dhaka 1207**. The duration of the contract shall be **24 Months** from the date of commencement.



Section-2: Terms of Reference

Background and General Description

Local Government Engineering Department (LGED) has earned a very high esteem both at home and abroad for its capability to implement development activities timely with quality output. The Development partners have kept their confidence in LGED because of its flexibility and quick adaptation to objective changes and innovations. The other ministries of Government of Bangladesh (GOB) have also shown interest to associate LGED and co-partner them in implementing many of their development projects.

LGED has been working with the Directorate of Primary Education (DPE) of the Ministry of Primary and Mass Education (MoPME), as one of the link organizations involved in implementation of civil works under the projects and programs since 1990. Since then, a total 34-projects and programs have been undertaken for implementation through LGED. Out of which 31 projects and programs had been completed and remain 3 are ongoing. The major ongoing projects are **the Need Based Infrastructure Development Project of Government Primary Schools, the Need Based Infrastructure Development Projects of Newly Nationalized Government Primary Schools and Fourth Primary Education Development Program (PEDP4)**. LGED also remained associated with the General Education Program-1 (GEP1), General Education Program-II (GEP2), Second **Primary Education Development Program (PEDP-II)** and **Third Primary Education Development Program (PEDP-3)**—and performed similar tasks. All completed projects and programs had successfully attained the desired goals. This has given the opportunity to LGED to gain huge experience and local knowledge in the Primary Education Sector of Bangladesh.

The Need Based Infrastructure Development Project of Government Primary Schools and the Need Based Infrastructure Development Projects of Newly Nationalized Government Primary Schools funded by GoB has been started from 1st July, 2017 for a period of seven years. Similarly, Fourth Primary Education Development Program (PEDP4), the follow-up of PEDP3 was commenced from 1st July, 2018 for a period of five years. The Program and projects are expected to contribute to the effort of Government of Bangladesh (GOB) for five years long Primary Education covering one year Pre Primary Education.

LGED is mainly responsible for implementing the civil works such as reconstruction and construction of school buildings, additional class room, extension of District Primary Education Office, extension of Upazilla Education Office and supply of furniture etc. LGED already established a unit named Primary Education Infrastructure Management Unit (PEIMU) at LGED head quarter to administer and manage the development activities of projects and programs of DPE under MoPME. The PEIMU is now seeking applications to engage Individual Consultants for rendering services on primary education infrastructures planning, development implementation and management.

Overall objectives of the consulting services:

The overall objectives of the consultant services are to enhance and strengthen the existing capacity of LGED and PEIMU in the areas of:

- a) overall project management
- b) overall planning, design and estimating aspects
- c) overall financial management and fiduciary issues
- d) overall procurement management
- e) effective monitoring and supervision management
- f) quality output of civil works
- g) quality output of electrical and solar system
- h) enhance proper compliance of program environmental and social safeguard issues



- i) architectural plans, drawing, designs, interior designs and models
- j) quality output of structural plans, drawing and designs and plan
- k) quality output on water supply, plumbing and fire system for the building
- l) documentation, publication and dissemination of all positive news of PEIMU and LGED in the print and electronic media.

Monitoring Specialist:

The Monitoring Specialist will provide consultancy service in areas of monitoring and implementation of development activities undertaken by PEDP-4 and PEIMU of LGED. The consultants will perform his duties in accordance with acceptable professional standard, utilizing sound engineering, monitoring and supervision management.

The assignments of the Monitoring Engineer shall include, but not limited to the following:

- a) Work under the direct supervision of Additional Chief Engineer (Implementation) and work in close coordination with PEIMU, LGED.
- b) Assist PEDP-4 and PEIMU in implementing and monitoring of development activities along with PEDP4 development activities.
- c) Assist PEIMU in the preparation of work-plan related to implementation of PEDP4 and other GoB funded projects.
- d) Assist LGED in regular monitoring and evaluation of progress of work and find out issues and suggest necessary means for solving the issues and problems
- e) Carry out field visits for quality implementation of development activities of PEIMU.
- f) Assist in reviewing the progress of the project at LGED HQ level/Divisional level/District level, identify the problems/bottlenecks and suggest remedial actions for mitigation.
- g) Design suitable format for collection of information from the field level for monitoring and evaluation of progress of works.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

- a) Minimum Master's Degree in any subject or equivalent degree from any recognized university/institution.
- b) The candidate must have 15 years' experience on monitoring of field.

Section-3: Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable



Form 3A: Application Submission

Date:

To
The Additional Chief Engineer (RID &M)
Local Government Engineering Department
Level-8, LGED Bhaban, Agargaon
Sher-e-Bangla Nagar, Dhaka-1207

Dear Sirs:

I am here by submitting my Application to provide the consulting Services for in strict accordance with your Request for Application dated

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 :
Name :
Address :
Telephone :
Mobile :

Attachment:



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

1	PROPOSED POSITION FOR THIS : PROJECT	
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 Fluent Excellent 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**.

(1) **Remuneration**

Rate (per month / day / hour in Tk)	Staff Time (No. month / day / hour)	Total (Tk)
No indication to be negotiated	-----	-----

Note: A month consists of 30 calendar days.

(2) **Reimbursable (as applicable) : TO BE NOGOTIATED**

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

CONTRACT CEILING (1) + (2)	
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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 (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 (*Description of Services*), which are made an integral part of the Contract.
2. Duration
 - 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 3.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
 - 3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
 - 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
 - 3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:



- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
- (b) Declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

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

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

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

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

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

- 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 Clause 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. Reimbursable 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:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.

[For aid funded procurement Advance Payments may be applicable. However, for 100% GOB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]

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.

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

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| 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. |
| 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

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.

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

[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)

Note : As mentioned in RFA Negotiated shall be provided in Contract Agreement)

3. Logistics and facilities to be provided to the Consultant by the Client are listed below:
 - Office space with furniture including file cabinet and electric connection;
 - Office equipment like computer, printer etc;
 - Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.
 - Any other facilities agreed by both Client & the Consultant.



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 [<i>state monthly, daily or hourly</i>] rate		Sub-Total (A)	

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance				
(b) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
<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

(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report			
2	Interim Progress Report (a) First Status Report (b) Second Status Report			
3	Draft Report			
4	Final Report			