GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Request for Application (SRFA)
Selection of Individual Consultant (National) as GIS Specialist/ GIS Analyst/ GIS Programmer/ Database Administrator/ CAD Operator for Topographic Survey Data Processing and Management

(Time Based)

ICT Unit, LGED HQ

Table of Contents

Section 1. Information to the Applicants

A. General

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

[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]

3. Eligible Applicants	3.1	Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
	3.2	Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
	3.3	Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
	3.4	No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
	3.5	The Applicant has the legal capacity to enter into the Contract
	3.6	The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
	3.7	The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.

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

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application	6.1	Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:

       (a)   Form 3A: Application Submission Form;
       (b)   Form 3B: CV of the Applicant; and
       (c)   Form 3C: Remuneration and Reimbursable

6.2   The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.

7. Submission of Application

7.1   Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.

7.2   Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.

7.3   In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.

7.4   The closing date for submission of Application is **30-06-2021 up to 12.30 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	*15 points*
• Relevant Working Experience and its adequacy for the assignment	*60 points*
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	*20 points*
Total points:	**95 points**

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[70]* shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants

8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.

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

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

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

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

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

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 January 2019 at the location LGED HQ. The duration of the contract shall be 12 Months from the date of commencement.

Section 2. Terms of Reference

1. Background

As per DPP of Need Based Infrastructure Development of Government Primary Schools Project-1st Phase (NBIDGPS-1 Project) and signed Participatory Agreement between LGED and NBIDGPS-1 Project, ICT Unit of LGED is responsible for implementation of Topographic Survey of schools and development of GIS Based Web Application for Schools Infrastructure Management system (GSIMS) and Superintending Engineer (ICT) act as the procuring entity on the basis of approval of Head of Procuring Entity(HOPE) i.e., the Chief Engineer of LGED.

In order to develop a GIS Based Web Application called GSIMS it is essential to conduct a topographic survey. The topographic survey of 15000 schools are being conducted by a number of survey firms on the basis of Terms of References (ToR) as designed by GIS section of LGED`. The survey firms are delivering their output at GIS section of LGED. The topographic surveyed data need to be checked, organized and prepared as standard format which will be included in ongoing GIS based web application for School Infrastructure Management System (GSIMS). In this regard, to check, organize and management of topographic survey data of schools, various consultants' services are required.

2. Objectives

There are two major objectives under this service which as follows:
  i.   Development of a comprehensive GIS database by conducting detail level topographic survey at each school location and its surrounding as well as establishment of Reference Level (RL) with respect to nearest Survey of Bangladesh (SoB) pillar which will be used for proper planning and design of the school buildings;
  ii. Enhancement of the GIS-MIS Web Application to store, manage and display basic GIS and MIS information of School including topographic survey data. The application shall have the module which will facilitate planning of construction and maintenance of school building to locate the site. The application will also help to select the suitable typical design of schools based on the information of topographic survey and MIS data;

3. Scope of Services

The scope of services shall be, but not limited to, as follows:
  I.   Check the quality of topographic survey data of schools, conducted by various firms;
  II. Prepare all layers of surveyed information of schools (around remaining 7,500 schools' data) into standard format so that each layer will have unique ID;
  III. Database management by building geodatabase of topographic survey data of schools;
  IV. Perform data interoperability to organize topographic survey data as well as build, manipulate, and update databases;
  V.   Perform various geospatial analysis of topographic survey data for planning of schools' infrastructure development activities;
  VI. Conduct various spatial and non-spatial analyses and prepare various reports & charts related to schools' information;

VII. Manage and update database and application servers of schools' information;
VIII. Update existing School Topographic Survey Information System (STSI) application;

4. **Workflow Diagram**

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                   │ In charge GIS/MIS │
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GIS Specialist (1)	↔	GIS Programmer(2)	↔	GIS Specialist (1)
GIS Analyst(2)	↔	DBA(1)	↔	GIS Analysr(2)
Asst. GIS Analyst(2)	↔	CAD Operator(1)	↔	Asst. GIS Analyst(2)
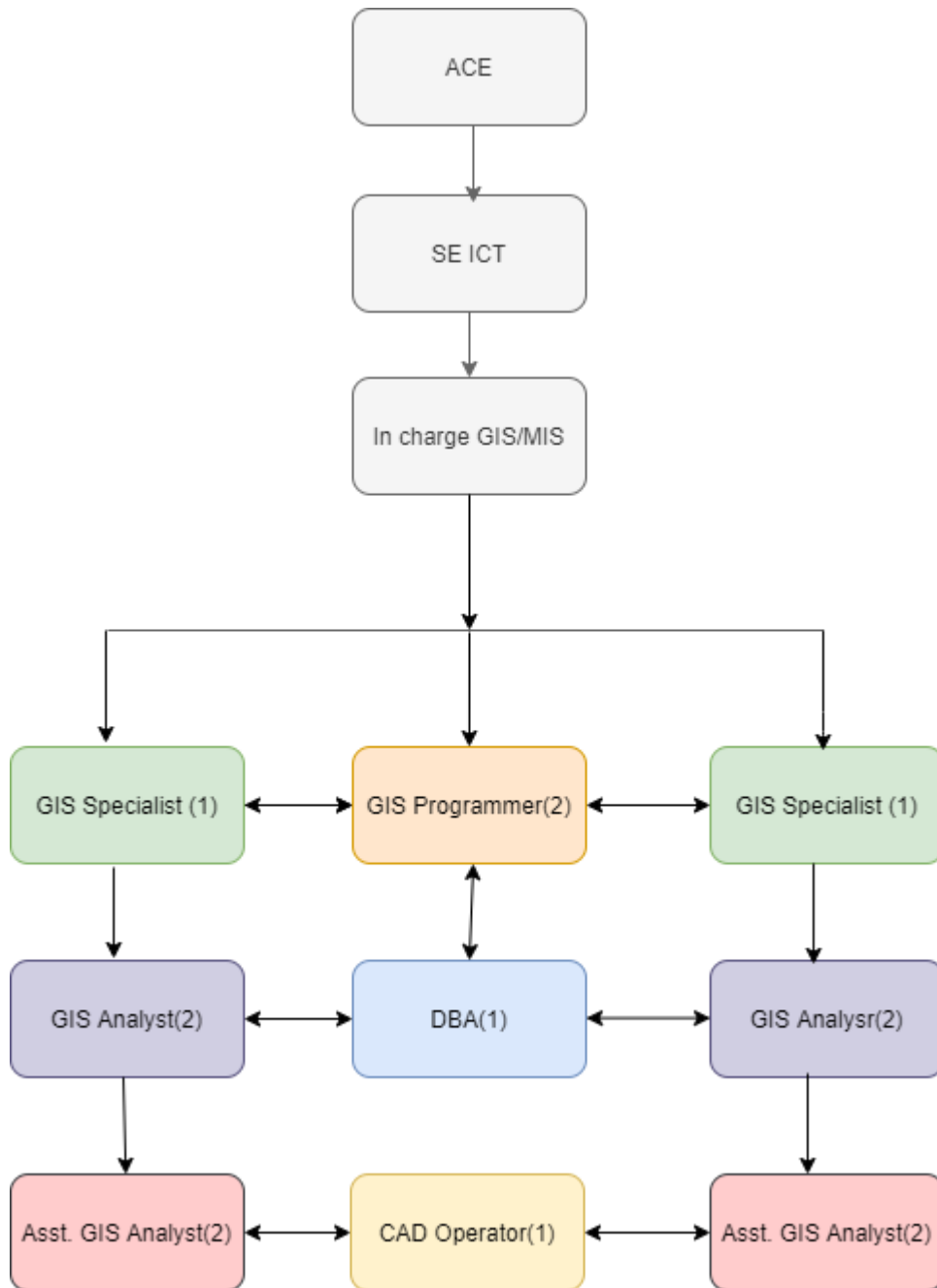
To achieve the above-mentioned scopes, the following individual consultants' services are required:

(1) GIS Specialist (2 Nos)
Job Responsibilities:
- Design and Build geodatabase to store topographic survey data of schools;
- Evaluate the quality of topographic survey data of schools;
- Perform data interoperability to organize topographic survey data as well as build, manipulate, and update databases;
- Perform various spatial analysis of topographic survey data;
- Monitor to prepare Digital Elevation Model (DEM) and digital 3D model of school campus using ArcGIS software;
- Analyze and model relationships between geographic data sets;
- Perform photogrammetric analysis of satellite image and aerial photos specially drone images;
- Monitoring the delivery of orthophoto images, maps, topographic survey data, etc. from drone survey;
- Take initiative to share knowledge on analytical techniques among LGED GIS Section officials;
- Monitor School Topographic Survey Information System (STSI) application to confirm storing, managing and updating all received survey data in STSI;
- GIS Specialist will coordinate with other GIS Professionals and report to In charge GIS/MIS, SE ICT & ACE

Qualification: GIS Specialist must have Master's Degree preferably in Geographic Information Systems or Geography or Foreign Post Graduate Diploma (PGD) in Cartography & Geo-Information System. S/he shall have at least 15 years of overall experience and 12 years of similar experience in using ArcGIS software to analyze the geospatial and non-spatial information. S/he shall have also experienced to build and maintain Geodatabases as well as have demonstrated ability to effectively supervise other GIS professionals. Working experience in Government organization will be given preference.

(2) GIS Analyst (4 Nos)
Job Responsibilities:
- Check the topographic survey data of schools (including the survey performed with drone) conducted by different survey firms;
- Prepare topographic survey data in standard format to organize in geodatabase;
- Perform various geospatial analyses and create reports & charts;
- Perform photogrammetric analysis of satellite image and aerial photos specially drone images;
- Prepare Digital Elevation Model (DEM) and 3D view of school campus using ArcGIS software;
- Prepare map of schools' location using cartographic principles;
- Maintain GIS files of schools and associated databases;
- Assist for data development and delivery in support of schools' topography information;
- GIS Analysts will work closely with GIS Specialist in organizing the topographic survey data of schools;

- store, manage and update data to existing School Topographic Survey Information System (STSI) application;

Qualification: The consultant must have at least a Bachelor Degree preferably in Geographic Information Systems or Geography or Social Science or relevant subject. S/he must have at least 10 years of overall experiences with having at least 8 years' experience in GIS software expertise, data collection, quantitative and qualitative data analysis, geospatial analysis, map preparation, and field survey using GPS/total station. Working experience in Government organization will be given preference.

(3) GIS Programmer (2 Nos)
Job Responsibilities:
- The GIS Programmer shall be responsible to work closely with GIS-MIS Web application development team so that s/he will be capable to operate and manage the system independently in future;
- Develop various patch file to update and modify the web application as and when required;
- Perform program design, coding, testing, debugging, documentation, and other programming tasks for smooth operation of GIS-MIS Web Application of schools';
- Process of interactively displaying, processing or analyzing spatial content of school GIS data on the web portal;
- S/he shall be responsible for GIS model creation, documentation, updating and implementation of geodatabase creation;
- Develop web mapping applications and geo-processing tools to support GIS activities;
- Update features of existing School Topographic Survey Information (STIS) application as per requirement of GIS Section;

Qualifications: The GIS Programmer shall have at least a Masters Degree in Computer Science or Computer Science & Engineering or Information and Communication Technology (ICT). S/he must have at least 8 years of overall experiences with at least 6 years' experience to design and development of web-based GIS application using programming languages such as JavaScript, C#, Python, SQL and .NET. S/he shall have also sound knowledge of uses techniques to manipulate, extract, locate and analyze geospatial data. Working experience in Government organization will be given preference.

(4) Database Administrator (1 No)
Job Responsibilities:
- The Database Administrator shall be responsible for database management under the project;
- Determine and design the database as per requirement to organize schools' GIS data;
- Create database using data from drone survey
- Plan and design the database to collect, store and maintain the various schools' information at the national and local levels.
- Design the data capture format (i.e. field survey questionnaires; cross-data reference and proxies; etc.) to collect and generate information that are not readily available from existing sources;
- Ensure the quality of "clean data" for integration in the GIS Application database;

- Prepare different chart, graph and report depending on the client requirement; and
- Oversee the actual population of the database and take necessary action to upgrade the database as and when required. For this reason, the consultant must work closely with the other professionals of GIS section to provide and receive inputs.

Qualifications: The Database Administrator shall have Master's Degree in Computer Science or Database Systems Design and Management or MIS or equivalent from recognized institutions. S/he must have at least 8 years of overall experiences with having 6 years' experience in database management techniques and methods including having knowledge in designing database, as well as in the design and processing of field survey information collection. Working experience in Government organization will be given preference.

(5) Assistant GIS Analyst (4 Nos)
Job Responsibilities:
- Check the topographic survey data of schools (including the survey performed with drone) conducted by different survey firms;
- Prepare topographic survey data in standard format to organize in geodatabase;
- Perform various geospatial analyses and create reports & charts;
- Maintain GIS files of schools and associated databases;
- Assist GIS Analyst for data development and delivery in support of schools' topography information;
- Assistant GIS Analyst will work closely with GIS Analyst in organizing the topographic survey data of schools;
- Store, manage and update data to existing School Topographic Survey Information System (STSI) application;

Qualification: The consultant must have at least a Bachelor Degree preferably in Geography or Social Science or Diploma in Civil Engineering. S/he must have at least 10 years of overall experiences with having 8 years' experience in GIS software expertise, data collection, quantitative and qualitative data analysis, geospatial analysis, map preparation, and field survey using GPS/total station. Working experience in Government organization will be given preference.

(6) CAD Operator (1 No)
Job Responsibilities:
- Check the CAD related topographic survey data of schools (including the survey performed with drone) conducted by different survey firms;
- Perform various CAD analyses and create reports & charts;
- Maintain GIS files of schools and associated databases;
- Assist GIS Analyst for data development and delivery in support of schools' topography information;
- Store, manage and update data to existing School Topographic Survey Information System (STSI) application;

Qualification: The consultant must have at least a Diploma Degree preferably in Architecture or an equivalent subject. S/he must have at least 10 years of overall experiences with having 8 years' experience in GIS and CAD software expertise, data collection, quantitative and qualitative data analysis, geospatial analysis, map preparation, and field survey using GPS/total station. Working experience in Government organization will be given preference.

5. Duration of the Assignment

Duration of the assignment will be 15 (Fifteen) months. It is expected to start from August 2021.

6. Institutional Arrangements

The individual Consultant will work directly with the Section in Charge, GIS Section of LGED and support the officials of GIS Section of LGED, in order to achieve the objectives of the program.

7. Logistics and Facilities provided by Client

LGED may provide Computer/Laptop, printer and necessary consumables. LGED also provide office accommodation and necessary support staffs like computer operator, Office support staff. All payments of necessary support staffs may be made from specialist monthly payment as reimbursable item

8. Reporting Requirements

The consultant will submit the following reports to LGED:
As mentioned in Annex-C

Section 3.   Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

To:
………………………….
Superintending Engineer, ICT Unit
Level – 4, LGED Bhaban

Dear Sir:

I am hereby submitting my Application to provide the consulting Services as **……………**for **Topographic Survey Data Processing and Management** in strict accordance with your Request for Application dated [dd/mm/yy].

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name
Address:

Tel:

Attachment:

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

1	PROPOSED POSITION FOR THIS PROJECT	:	*[From the Terms of Reference, state the position for which the Consultant will be engaged.].*	
2	NAME OF PERSON	:	*[state full name]*	
3	DATE OF BIRTH	:	[dd/mm/yy]	
4	NATIONALITY	:		

5	MEMBERSHIP IN PROFESSIONAL SOCIETIES		*[state rank and name of society and year of attaining that rank].*	
6	EDUCATION		*[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].*	
7	OTHER TRAINING		*[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].*	

8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
		e.g. English	*Fluent*	*Excellent*	*Excellent*

9	COUNTRIES OF WORK EXPERIENCE

10	EMPLOYMENT RECORD	*[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].*	
	[starting with present position list in reverse order **[every employment held and state the start and end dates of each employment]**	*[The Applicant should clearly indicate the Position held and* ***give a brief description of the duties*** *in which the Applicant was involved].*	
	EMPLOYER 1	FROM: *[e.g. January 1999]*	TO: *[e.g. December 2001]*
	EMPLOYER 2	FROM:	TO:
	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4 (etc)	FROM:	TO:

11	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	*[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].*

12	COMPUTER SKILL

CERTIFICATION
[Do not amend this Certification].

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	
Print name	

Date of Signing dd / mm / yyyy			

Form 3C. Indicative Remuneration & Expenses

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

(1)   **Remuneration**

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

Note: A month consists of 30 calendar days.

(2)   **Reimbursable (as applicable)**

	Rate per unit	Total unit	Total Amount (Tk)
(a) Communication charges			
(b) Other Expenses (*to be listed*)			
		Sub-total	

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 (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.

<u>Payments to the Consultant</u>

10. Ceiling Amount	10.1	The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk *[insert amount],* which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
	10.2	The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration	11.1	The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** **"**Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly basis.
	11.2	**Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;

        Or

Daily rate: The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave

        Or

Hourly rate: The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.

12. Reimbursables	12.1	**Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
	12.2	**Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
	12.3	**Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B.**
	12.4	For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.

13. Payment Conditions	13.1	**Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2   **Advance Payment**: 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

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)

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

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 [*monthly*] rate		Sub-Total (A)	

(B)   Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Communication charges				
(b) Other Expenses (to be listed)				
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =		

CONTRACT CEILING (A) +(B)=	Total =

ANNEX C: Consultant's Reporting Obligations

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report	Work plan	SE (ICT) & In charge GIS/MIS	Within 15 days of contract signing
2	Monthly Progress Report	Work done in the reporting period	SE (ICT) & In charge GIS/MIS	Within 5 days of end of month
3	Draft Final Report	Summarize total activities, future recommendations (draft)	SE (ICT) & In charge GIS/MIS	1 month before the contract ends
4	Final Report	Summarize total activities, future recommendations	SE (ICT) & In charge GIS/MIS	15 days before the contract ends