

**A Book of Standard Request for Application (SRFA)
Selection of Individual Consultant (National)**

Form 3A : Application Submission Form
Form 3B : CV of the Applicant
Form 3C : Remuneration and Reimbursable

- I. ToR for Procurement Specialist (PS)**
- II. ToR for Financial Management Specialist (FMS)**
- III. ToR for Training Management Specialist (TMS)**



Bangladesh Hi-Tech Park Authority
Establishment of IT/Hi-Tech Park at District Level (12 Districts) Project
Information and Communication Technology Division
ICT Tower, Level-09, Agargaon, Dhaka-1207.

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Section 1. Information to the Applicants

A. General

1. Scope of assignment	The Client has been allocated Public fund for Establishment of IT/Hi-Tech Park at District Level (12 Districts) Project 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.
3. Eligible Applicants	3.1 Any Bangladeshi persons in the service of the Republic or the local authority / Corporations/Private organizations is eligible to apply for the positions.
	3.2 Government officials and civil servants including individuals from autonomous bodies or corporations/Private organizations 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/Private organizations 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	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.

Coercive Practices	
	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: <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.
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: <ul style="list-style-type: none"> (a) Form 3A: Application Submission Form; (b) Form 3B: CV of the Applicant; and (c) Form 3C: Remuneration and Reimbursable

	6.2 The Remuneration and reimbursable are purely indicative and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application	7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
	7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
	7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
	7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
	7.5 Applications may be modified or substituted before the deadline for submission of Applications.
	7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
	7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.
C. Evaluation of Applications	
8. Evaluation of applications	8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.
	8.2 The points to be given under each of the evaluation Criteria are:
	Client shall fixed the Criteria
	8.3 Client shall evaluate the Proposal as per PPR.
	8.4 Applications shall be evaluated by the Proposal Evaluation Committee (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 prepared a list of maximum three (3) most suitable Applicants ranked in order of merit.
9. Application Negotiations	9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to 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 [.. insert date...] at the location [insert place..)]. The duration of the contract shall be [.... Months] from the date of commencement.

Section 2. Terms of Reference (ToR)

[Please select the ToR for which you interested to apply (i.e. I or II or III)]

I. ToR for Procurement Specialist

Contract Type: Individual Consultancy

Duration: 36 man months

Duty Station: Dhaka, Bangladesh

The ICT Division, Government of Bangladesh has applied for financing from the 2nd Indian line of credit (LoC) fund towards the cost of the “Establishment of Twelve IT Parks Project (12 Districts)”. The implementing agency, Bangladesh Hi-Tech Park Authority intends to apply a part of the procedure of hire a qualified Individual Consultant to provide Consultancy Support as a Procurement Specialist which will be supported by GoB fund.

Objective and Scope of Services

- Work under the guidance of the Project Director in implementing all aspects of procurement under the project.
- Develop procurement plan for goods, works, and services under the project, and update the Plan as and when needed (at least annually).
- Assist BHTPA to prepare invitation for bids/ prequalification, request for expressions of interest, bidding/ prequalification documents, request for proposals, evaluation reports, contracts, and other documents concerning procurement of goods, works, consultants’ services.
- Provide operational advice on concepts, policies, and procedures for international and local procurement matters.
- Provide assistance on procurement matters of the project to ensure consistent application of the Procurement/Consultants’ Guidelines of the government of India, and The Public Procurement Act/Rules (PPA/PPR) of the Government of Bangladesh as appropriate and acceptable to the development partner.
- Closely monitor procurement activities in reference to the Procurement Plan timeline and the procurement approval process of the Government and bring any slippage of activities immediately to the attention of the Project Director.
- Prepare quarterly report on procurement status and procurement risk mitigation framework and arrange submission of the same to the Donner for review.
- Assist BHTPA in reviewing various project implementation and capacity development reports.
- Assist in preparing TORs and associated documents for other consultants, as appropriate.
- Conduct diagnostic analyses on delays, inefficiency, etc. in the system, and provide recommendations to improve the same, if required.
- Any other task assigned by the project management

Qualification and Experience:

a. Academic:

The PS should be a Master in Commerce/MBA in Accounting/Finance/Management/ Masters in procurement/ Bachelors in Engineering or related field.

b. Experience:

- At least ten years of experience as Procurement Specialist or have had responsibilities with a substantial content of his/her position in the procurement area (use of internationally accepted contract documents for works, goods and services; sound understanding of principles underlying good procurement practices and international agencies' procurement guidelines; understanding of Government's procurement Rule/Act; analytical capability in identifying and resolving procurement issues).
- Specialized knowledge of and significant experience in 2-3 substantive areas/aspects of procurement (e.g. procurement of goods; various forms of construction contracts; selection/ contracting of consultant services; preparation of bidding/contract documents for the international procurement of goods, works, services; public procurement policies; practices).
- Strong communication skills in presenting, discussing and resolving difficult issues. Ability to work efficiently and effectively in a multidisciplinary team.
- To ensure impartiality the consultant must not be in any way be affiliated with business entities that are currently providing or are seeking to provide goods or services to the project.
- Fluency in written and spoken both English and Bangla.
- Excellent ICT & computer skills.

II . ToR for Financial Management Specialist (FMS)

Contract Type: Individual Consultancy

Duration: 36 man months

Duty Station: Dhaka, Bangladesh

The ICT Division, Government of Bangladesh has applied for financing from the 2nd Indian line of credit (LoC) fund towards the cost of the "Establishment of Twelve IT Parks Project (12 Districts)". The implementing agency, Bangladesh Hi-Tech Park Authority intends to apply a part of the procedure of hire a qualified Individual Consultant to provide Consultancy Support as a Financial Management Specialist which will be supported by GoB fund.

Objective and Scope of Services

The Financial Management Specialist (FMS) Consultant will be a member of project management and implementation team. The main objective of the FM service is to provide financial management support, directly reporting to the Project Director (PD). His/her duties will include but not be limited to the following:

- Provide support to PD on all aspects of finance, internal control and accountability.
- Design reporting format in conformity with the reporting requirements of the government and the Foreign Aided Project.
- Supervise all budget preparation and implementation, finance and accounts activities of the project and provide guidance to the project.

- Ensure timely and efficient administration of allocated funds in accordance with the approved work plans and the applicable financial regulations, rules and resolutions. Also Monitor flows of funds from Bank to the project and ensure that appropriate procedures are followed.
- Prepare annual and quarterly disbursement forecasts.
- Prepare and consolidate financial reports for inclusion in the periodical Financial Statements and Reports to be submitted to Steering Committee, PD and the Donor as per the condition of Financing Agreement.
- Guide PD to implement accounting software after designing the chart of accounts and the reporting formats for the accounting software.
- Prepare Terms of Reference (TOR) for outsourcing of internal audit as per the financial management arrangement with the Bank.
- Carry out assessment and provide necessary advice and guideline to PD on financial management capacity of the other institutes for any fund flow from the project to these institutions under non consulting services for the purpose of the project.
- Assess the need for additional financial monitoring reports under the project, and track project progress in relation to overall budget allocations and spend under each components/subcomponents.
- Continually assess fiduciary risks and report any concerns to the PD.
- Ensure all compliance of the laws, rules and regulations of the concerned Ministries, Governments and the Financing Agreement.
- Manage the work of other personnel to be engaged for dealing with financial matters of the project.

Qualifications and Skills

a. Academic:

The FMS should be a Master in Commerce/MBA in Accounting/Finance/Management or related field.

b. Experience:

- At least 10 (Ten) years of relevant experience in the field of accounting and financial management of which minimum 05 (Five) years' experience in managerial position in Donor's funded Govt. project.
- Work experienced in a supervisory position on financial management in any government/semi government organization or development projects. The FMS should have IT knowledge including thorough understanding on government accounting, budgeting and auditing system.
- Experience in computerized accounting system Accounts Software and Developing of Chart of Accounts for the Project.
- Knowledgeable in Government of Bangladesh (GOB) budgeting, fund release and reporting formalities, Development partners financial management and disbursement procedures.
- Have had hands on experience in MS office and economic accounting software available in the market & Accounting Software training from Institute will be an added advantage.
- Proven track record of ability to design accounts hierarchy table and develop accounts chart on both cash basis and accrual basis accounting conforming to DPP/TPP.
- Strong organizational and planning skills with ability to work independently as a team player.
- Strong and proactive interpersonal communicative skills, experience in team and participatory management.
- Ability to develop simple accounting, bank reconciliation and impart training to the project staff on financial management system.

III . ToR for Training Management Specialist (TMS)

Contract Type : Individual Consultancy

Duration of Assignment: 36 man months

Duty Station: Dhaka, Bangladesh

The ICT Division, Government of Bangladesh has applied for financing from the 2nd Indian line of Credit (LoC) fund towards the cost of the “Establishment of Twelve IT Parks Project (12 Districts)”. The implementing agency, Bangladesh Hi-Tech Park Authority intends to apply a part of the procedure of hire a qualified Individual Consultant to provide Consultancy Support as a Training Management Specialist which will be supported by GoB fund.

Objective and Scope of Services

The Training Management Specialist (TMS) will be a member of project management and implementation team. The main objective of the TM service is to provide training management support & directly reporting to the Project Director (PD). His/her duties will include but not be limited to the following:

The Training Consultant will be responsible for carry out the following tasks:

- Conduct a Survey for assessment of Training Institutes in Bangladesh ;
- Conduct training as per provision of DPP;
- Assess the sector wise need of HR for Hi-Tech Industry;
- Develop a plan to ensure supply of HR in different firms setting business in IT Park;
- Assist PIU to select Training Institutes for strengthening them by preparing relevant document;
- Supervise and Monitor the training program;
- Prepare a final report on strength of training institute in Bangladesh.

Qualifications and Skills

a. Academic:

The TMS should be a Master’s degree in any subject.

Experience:

- a. A minimum of ten (10) years working experience in mid-level management with five years (5) working experience in designing training module;
- b. Knowledge of impact assessment methodologies, monitoring and evaluation tools and methods, household survey methods and project experience;
- c. Previous experience in prepare course curriculum, course module;
- d. Practical experience in any project will be preferred;
- e. Fluency in English and Bangla (oral and written).

Reporting Arrangements

- a. The Training Management Consultant will report directly to the Project Director.

[Note: 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.]

Section 3. Application Forms

Form 3A : Application Submission Form
Form 3B : CV of the Applicant
Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Address of Client]

Dear Sir:

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 and EOI Ref. No.....].

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:

Attachments:

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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>			
2	NAME OF PERSON :	<i>[state full name]</i>			
3	DATE OF BIRTH :	[dd/mm/yy]			
4	NATIONALITY :				
6	EDUCATION	<i>[List all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	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>			
	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)

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

	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 (<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 <i>[dd/mm/yy]</i> and continuing until <i>[dd/mm/yy]</i> , 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:

	<p>(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and</p> <p>(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.</p>
	<p>3.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>“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;</p> <p>“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;</p> <p>“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</p> <p>“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.</p>
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	<p>10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk <i>[insert amount]</i>, 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.</p> <p>10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B</p>
11. Remuneration	<p>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]</p> <p>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;</p> <p style="text-align: center;">or</p> <p>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</p> <p style="text-align: center;">or</p> <p>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.</p>
12. Reimbursables	<p>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.</p> <p>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.</p> <p>12.3 Other Expenses: The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in Annex B.</p> <p>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.</p>

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. <i>[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.]</i>
	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.

	<p>17.2 Timesheets</p> <p>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.</p>
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	<p>22.1 By the Client</p> <p>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.</p> <p>22.2 By the Consultant</p> <p>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.</p>
23. Dispute Resolution	23.1 Amicable Settlement
	23.2 Arbitration
	<p>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.</p> <p>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.</p>

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 Support staff;*
 - *Office equipment like computer, printer etc.;*
 - *Facilities for production and binding of reports etc. shall be the responsibility of the Client.*

- 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 [state monthly, daily or hourly] rate		Sub-Total (A)	

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance				
(b) 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			