



Digital Entrepreneurship and Innovation Ecosystem Development Project

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

Social Specialist
(Package No. DEIED-BHTPA-S-6-1)

(Time-Based)

**Bangladesh Hi-Tech Park Authority
Information and Communication Technology Division
Ministry of Post, Telecommunication and Information technology
Government of the People's Republic of Bangladesh**

17 February 2025

2

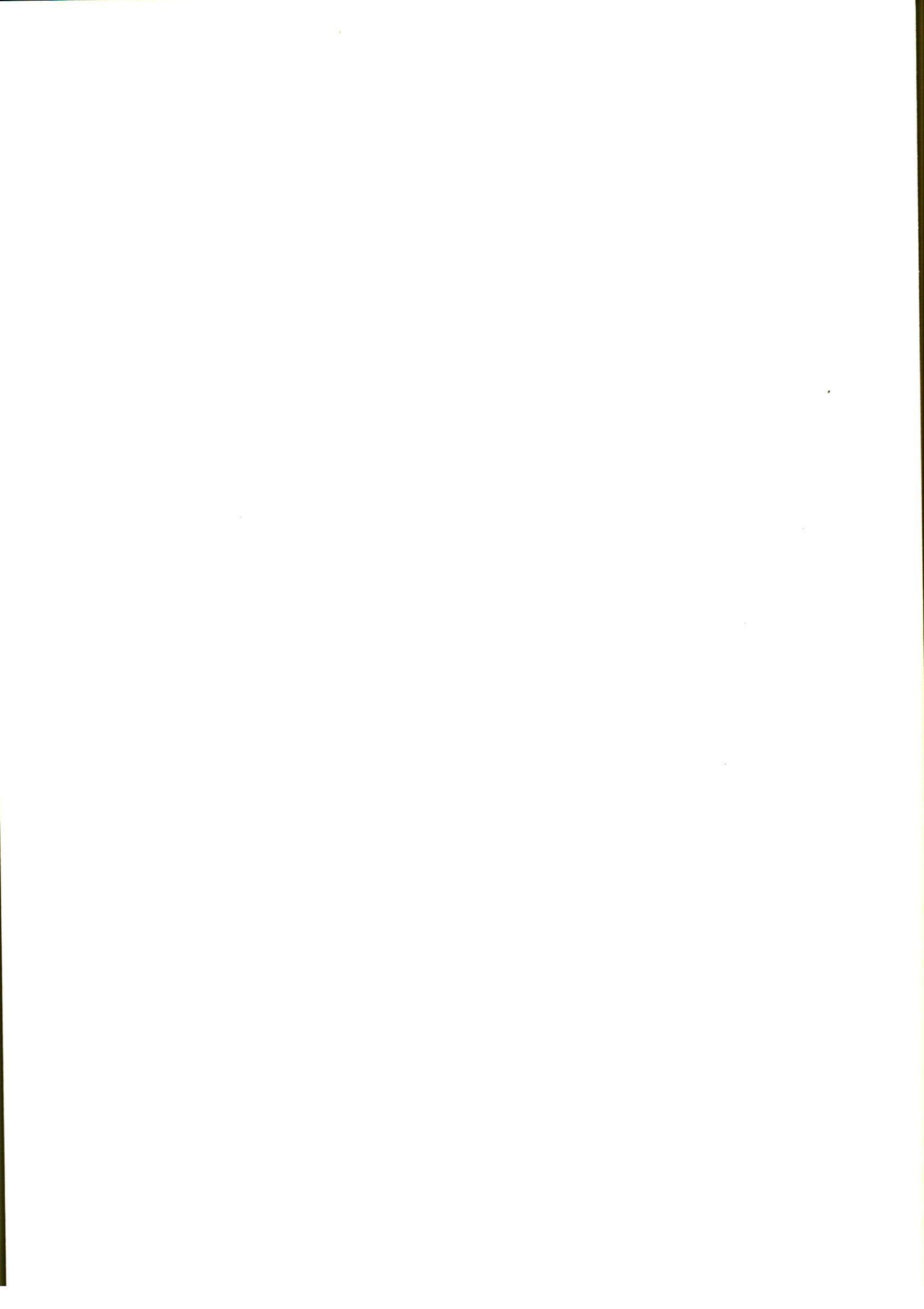
DEIED-BHTPA-S-6-1

Table of Contents

Section 1. Information to the Applicants	3
A. General.....	3
1. Scope of assignment.....	3
2. Qualifications of the Applicant	3
3. Eligible Applicants	3
4. Corrupt, Fraudulent, Collusive or Coercive Practices	4
5. Conflict of Interest	4
B. Preparation, Submission & Modification or Substitution of Applications	4
6. Preparation of Application	4
7. Submission of Application	5
C. Evaluation of Applications	5
8. Evaluation of applications	5
9. Application Negotiations.....	6
D. Award of Contract.....	7
10. Award of Contract.....	7
11. Debriefing	7
12. Commencement of Services.....	7
Section 3. Application Forms.....	10
Form 3A. Application Submission	11
Form 3B. Curriculum Vitae (CV) of the Applicant.....	12
Form 3C. Indicative Remuneration & Expenses	14
Section 4. Contract Forms	15
4.1 Contract Agreement (Time-Based).....	15
General.....	15
1. Services	15
2. Duration.....	15
3. Corrupt, Fraudulent, Collusive or Coercive Practices	15
4. Applicable Law	16
5. Governing Language	16
6. Modification of Contract.....	16
7. Ownership of Material.....	16
8. Relation between the Parties	16
9. Contractual Ethics	16
Payments to the Consultant.....	17
10. Ceiling Amount or Contract Price.....	17
11. Lump-Sum Payment.....	17
12. Payment Conditions	17
Obligations of the Consultant.....	17
13. Medical Arrangements	17
14. Performance Standard	17
15. Contract Administration	17
16. Confidentiality.....	18
17. Consultant's Liabilities.....	18
18. Consultant not to be Engaged in Certain Activities.....	18

Obligations of the Client 18
 19. Services, Facilities and Property 18
Termination and Settlement of Disputes 18
 20. Termination 18
 21. Dispute Resolution 18
ANNEX A: Description of the Services 20
ANNEX B: Cost estimates of Services and Schedule of Rates..... 23
ANNEX C: Consultant’s reporting Obligations & Payment Schedule..... 24





Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated public fund for Digital Entrepreneur and Innovation Ecosystem Development 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.
[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) interest's 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

4

7. Submission of Application

- 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.
- 7.1 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.

8. Evaluation of applications

C. 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	65 Points
• Computer Skill (Based on training certificates)	5 Points
• English Language skill (Based on CV writing)	5 Points
Total points:	100 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 70 (seventy 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 (no points).
- 8.6 Based on the points already secured by the Applicants in the evaluation as stated under Clause 8.5, a list of maximum seven (7) most suitable Applicants ranked in order of merit (1-2-3-4-5-6-7) 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

A

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 **March 2025** at the location Dhaka. The duration of the contract shall be 10 Months from the date of commencement with possibility of extension.



Terms of References

Social Specialist

Contract Type: Individual Consultancy
Duration of Assignment: 10 Months with possibility of extension
Duty Station: Dhaka, Bangladesh
No of Posts: 1 (one)

The Social Specialist will be responsible for carrying out the following tasks, among others:

Scope of Services /Duties and Responsibilities

Reporting to the Project Director (PD), the SS will be responsible for:

- Completing all activities/tasks related to social issues as committed in the Project Environmental and Social Commitment plan (ESCP), its quality control and overall coordination.
- Based on the project Environmental and Social Assessment (ESA), the SS will be responsible for developing and updating of various social instruments, including but not limited to Environmental and Social Management Plan (ESMP), Occupational Health and Safety Plan (OHSP), Community Health and Safety Plan (CHSP), Labor Management Plan (LMP), Security Personnel Management Plan, as and when required. The SS will also oversee the approval of these instruments from competent authority. Updates of ESIA will follow the finalization of location and design of infrastructure and other project interventions.
- Coordinate with various authorities and agencies for implementation, monitoring, coordination and supervision of social instruments/ plans in the field.
- Carryout periodic stakeholder engagement as per Stakeholder Engagement Plan (SEP) and update the SEP as and when required.
- Provide periodic reports on the implementation status of social mitigation measures as per social instruments and those committed in the ESCP.
- Administer and monitor the Grievance Redress Mechanism (GRM) and provide reports as and when required as mentioned in the GRM which may emanate from the project interventions. SS will also be responsible to review and take necessary actions on the complaints received through the project GRM/GRC in coordination with PD. He will be responsible for reporting on Sexual Exploitation and Abuse/ Sexual Harassment (SEA/SH) and fatality, near miss cases as and when occurs. He/she will develop special measures to address SEAS/SH issues as per World Bank guidelines on SEA/SH.
- Identify and assist the PD in the implementation of key intervention recommended by Ministry of Health and Family Welfare (MoHFW) and World Health Organization (WHO) to address COVID-19 pandemic issues, especially for project workers and communities around. SS will develop appropriate communications strategies to promote safe hygiene practices and other protocols and measures.
- SS will ensure the social obligations of the Contractor as mentioned in the Contract Agreement and will monitor the application of Contractors ESMP (C-ESMP), especially issues with employment of child and forced labor, OHS issues, SEA/SH issues, signing of Code of Conduct, labor training etc. SS will also ensure Contractors put in place adequate measures to address COVID-19 issues including provisions of PPE, and related training. The SS, in coordination with the PD, shall address social non-compliance issues of Contractors according to the project specific non-compliance rectification procedures.
- The SS, in coordination with the PD, will plan and organize trainings (OHS, Labor and working conditions, GRM, ESF and those committed in the ESCP) related to social issues and hygiene promotion to raise the capacity of the Implementing Agency, NGOs, Contractors, field level staffs and other relevant stakeholders.



- When necessary and required by PD, the SS will provide technical advice related to social issues to the Implementing Agency and other stakeholders. Such advice would include coordination with other governmental organizations, UN agencies and NGOs working at sites, strategies to address major social issues and complaints, handling grievances and enhancement of social capacity of PMU.
- Any other task assigned by the PD/PMU.

Institutional Arrangement

The SS will be located with the PMU with frequent field visits to project sites as instructed by the PD. The SS will work under direct control and will report directly to the PD with close collaboration with other officials of the Project. The SS shall be accountable to the PD for his/her day-to-day activities. The Project Head Office is located at BHTPA, Dhaka and periodical on-site visits to Hi-Tech Parks and Software Technology Parks located across Bangladesh will be required.

Reporting Obligations

The SDS will provide periodic (monthly, quarterly, half yearly, yearly) report to the PMU including final completion report as well as incident report as and when required. The reports will include monitoring of the implementation of social instruments, GRM, stakeholder engagement reports, occupational and community health and safety reports especially those illustrating COVID-19 issues, issues with labor and any other reports as and when directed by the PD. Reporting obligation must meet ESCP commitment.

Educational Qualification

- **Academic:** Academic: Masters in Sociology, Human Resources, Social Science, Food & Nutrition, Anthropology, Business Administration or any other related subject.
- PGD in Development and Planning is preferable.

Experience

- Minimum 08 years work experience of which at least 4 years working with a Development Organization in the field of Social Development; Familiarity with World Bank Environmental and Social Framework and Standards (ESF, ESS) as well as Environment, Health and Safety Guidelines (EHSG)
- Knowledge and understanding of GoB Laws, Acts and Regulations regarding Labor, Gender, Resettlement, Ethnic Minority, Social issues, Epidemic and Pandemic issues
- Familiarity with COVID-19 protocols of GoB and World Health Organization (WHO)
- Practical experience in handling development projects;
- High level of proficiency in written and spoken English and report writing; and
- Proficient in use of MS Word, Excel, PowerPoint.

Behavioral Competencies

- **Client Orientation-** maintains client relationships in the face of conflicting demands or directions and provides Evidence-based advice and solutions based on sound diagnosis and knowledge.
- **Drive for Results-** identifies the needed resources to accomplish results involving multiple stakeholders and finds solutions to obstacles affecting key deliverables.
- **Teamwork and Inclusion-**shows leadership in ensuring the team stays organized and focused, and actively seeks and considers various ideas and approaches.
- **Knowledge, Learning and Communication-** leads in the sharing of best practice, trends, knowledge and lesson learned across units and with clients and partners, articulating ideas verbally and in writing in a clear and compelling way across audiences of varied levels.
- **Business Judgment and Analytical Decision Making -** Serves as a trusted advisor to others on their decisions, ensuring alignment across units and optimal impact on the organization.

Duration of Employment

For the entire project period-March to December, 2025 depending on satisfactory performance/completion of work.

Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

2

Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:



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

1	PROPOSED POSITION FOR THIS PROJECT :	[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	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Language</u></td> <td style="text-align: center;"><u>Speaking</u></td> <td style="text-align: center;"><u>Reading</u></td> <td style="text-align: center;"><u>Writing</u></td> </tr> <tr> <td style="text-align: center;">e.g. English</td> <td style="text-align: center;">Fluent</td> <td style="text-align: center;">Excellent</td> <td style="text-align: center;">Excellent</td> </tr> </table>	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>	e.g. English	Fluent	Excellent	Excellent
<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 [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 distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm]. [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									

4

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			

4

Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1. Finally after negotiation Remuneration & Reimbursable will be part of fixed lump-sum amount as per agreed deliverable in the contract.**

(1) Remuneration

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 (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. |

Payments to the Consultant

- | | |
|--------------------------------------|---|
| 10. Ceiling Amount or Contract Price | 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant. |
| | 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in Annex B |
| 11. Lump-Sum Payment | 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs (Remuneration & Reimbursable) required to carry out the services described in Annex A |
| 12. Payment Conditions | 12.1 Currency: Payments shall be made in Bangladesh Taka. |
| | 12.2 Payments: Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in Annex C |
| | 12.3 The Consultant shall submit an Invoice at the periods specified in Annex C after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice. |
| | 12.4 Final Payment: The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client. |

Obligations of the Consultant

- | | |
|-----------------------------|---|
| 13. Medical Arrangements | 13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services. |
| 14. Performance Standard | 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |
| 15. Contract Administration | 15.1 Client's Representative: The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract. |
| | 15.2 Reports: During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in Annex C , which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12. |



16. Confidentiality 16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
17. Consultant's Liabilities 17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
18. Consultant not to be Engaged in Certain Activities 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

19. Services, Facilities and Property 19.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

Termination and Settlement of Disputes

20. Termination 20.1 **By the Client**
The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 20.2 **By the Consultant**
The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
21. Dispute Resolution 21.1 **Amicable Settlement**
The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 21.2 **Arbitration**
If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.



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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



ANNEX A: Description of the Services

Project Background:

The World Bank Board has approved USD 500.00 million for Government of The People's Republic of Bangladesh in a project titled 'Private Investment and Digital Entrepreneurship (PRIDE)' to be implemented during January, 2021 to December, 2025. The execution of the project is vested upon two Project Implementing Entities (PIEs)—Bangladesh Economic Zones Authority (BEZA) and Bangladesh Hi-Tech Park Authority (BHTPA). Economic Relations Division (ERD) has been given the responsibilities to play coordinating role to ensure smooth operation of the project. Among others, Central Coordination Unit (CCU) of ERD will act as the single point delivery mechanism of progress reports, results framework reports and other fiduciary requirements to World Bank, as well as monitoring fund flows and utilization, verification and project activity monitoring for quality control support.

The project PRIDE is built upon the foundation laid by Private Sector Development Support Project (PSDSP) that will strengthen the capacity of BEZA and BHTPA to start delivering on their mandates and help generate positive outcomes. The Project Development Objectives (PDOs) of PRIDE are to promote private investment, job creation and environmental sustainability in participating economic zones and software technology parks in Bangladesh. The PRIDE project has four components:

- Creating an Enabling Environment for Private Investment and Sustainability
- Developing a Greener and Climate Resilient Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN).
- Creating a Dynamic Private Market for Serviced Industrial Land
- Strengthening the Digital Entrepreneurship and Innovation Echo System.

The PRIDE-BHTPA is going to assign a Project Social Specialist (SS) to oversee social issues and address them as per World Bank Environmental and Social Framework (ESF) Guidelines and National Law.

Scope of Services /Duties and Responsibilities

Reporting to the Project Director (PD), the SS will be responsible for:

- Completing all activities/tasks related to social issues as committed in the Project Environmental and Social Commitment plan (ESCP), its quality control and overall coordination.
- Based on the project Environmental and Social Assessment (ESA), the SS will be responsible for developing and updating of various social instruments, including but not limited to Environmental and Social Management Plan (ESMP), Occupational Health and Safety Plan (OHP), Community Health and Safety Plan (CHSP), Labor Management Plan (LMP), Security Personnel Management Plan, as and when required. The SS will also oversee the approval of these instruments from competent authority. Updates of ESIA will follow the finalization of location and design of infrastructure and other project interventions.
- Coordinate with various authorities and agencies for implementation, monitoring, coordination and supervision of social instruments/ plans in the field.
- Carryout periodic stakeholder engagement as per Stakeholder Engagement Plan (SEP) and update the SEP as and when required.
- Provide periodic reports on the implementation status of social mitigation measures as per social instruments and those committed in the ESCP.
- Administer and monitor the Grievance Redress Mechanism (GRM) and provide reports as and when required as mentioned in the GRM which may emanate from the project interventions. SS will also be responsible to review and take necessary actions on the

complaints received through the project GRM/GRC in coordination with PD. He will be responsible for reporting on Sexual Exploitation and Abuse/ Sexual Harassment (SEA/SH) and fatality, near miss cases as and when occurs. He/she will develop special measures to address SEAS/SH issues as per World Bank guidelines on SEA/SH.

- Identify and assist the PD in the implementation of key intervention recommended by Ministry of Health and Family Welfare (MoHFW) and World Health Organization (WHO) to address COVID-19 pandemic issues, especially for project workers and communities around. SS will develop appropriate communications strategies to promote safe hygiene practices and other protocols and measures.
- SS will ensure the social obligations of the Contractor as mentioned in the Contract Agreement and will monitor the application of Contractors ESMP (C-ESMP), especially issues with employment of child and forced labor, OHS issues, SEA/SH issues, signing of Code of Conduct, labor training etc. SS will also ensure Contractors put in place adequate measures to address COVID-19 issues including provisions of PPE, and related training. The SS, in coordination with the PD, shall address social non-compliance issues of Contractors according to the project specific non-compliance rectification procedures.
- The SS, in coordination with the PD, will plan and organize trainings (OHS, Labor and working conditions, GRM, ESF and those committed in the ESCP) related to social issues and hygiene promotion to raise the capacity of the Implementing Agency, NGOs, Contractors, field level staffs and other relevant stakeholders.
- When necessary and required by PD, the SS will provide technical advice related to social issues to the Implementing Agency and other stakeholders. Such advice would include coordination with other governmental organizations, UN agencies and NGOs working at sites, strategies to address major social issues and complaints, handling grievances and enhancement of social capacity of PMU.
- Any other task assigned by the PD/PMU.

Institutional Arrangement

The SS will be located with the PMU with frequent field visits to project sites as instructed by the PD. The SS will work under direct control and will report directly to the PD with close collaboration with other officials of the Project. The SS shall be accountable to the PD for his/her day-to-day activities. The Project Head Office is located at BHTPA, Dhaka and periodical on-site visits to Hi-Tech Parks and Software Technology Parks located across Bangladesh will be required.

Reporting Obligations

The SDS will provide periodic (monthly, quarterly, half yearly, yearly) report to the PMU including final completion report as well as incident report as and when required. The reports will include monitoring of the implementation of social instruments, GRM, stakeholder engagement reports, occupational and community health and safety reports especially those illustrating COVID-19 issues, issues with labor and any other reports as and when directed by the PD. Reporting obligation must meet ESCP commitment.

Qualification

- **Academic:** Masters in Sociology, Human Resources, Social Science, Food & Nutrition, Anthropology, Business Administration or any other related subject.
- PGD in Development and Planning is preferable.

Experience

- Minimum 08 years work experience of which at least 4 years working with a Development Organization in the field of Social Development; Familiarity with World Bank Environmental and Social Framework and Standards (ESF, ESS) as well as Environment, Health and Safety Guidelines (EHSG)
- Knowledge and understanding of GoB Laws, Acts and Regulations regarding Labor, Gender, Resettlement, Ethnic Minority, Social issues, Epidemic and Pandemic issues

- Familiarity with COVID-19 protocols of GoB and World Health Organization (WHO)
- Practical experience in handling development projects;
- High level of proficiency in written and spoken English and report writing; and
- Proficient in use of MS Word, Excel, PowerPoint.

Behavioral Competencies

- **Client Orientation**- maintains client relationships in the face of conflicting demands or directions and provides Evidence-based advice and solutions based on sound diagnosis and knowledge.
- **Drive for Results**- identifies the needed resources to accomplish results involving multiple stakeholders and finds solutions to obstacles affecting key deliverables.
- **Teamwork and Inclusion**-shows leadership in ensuring the team stays organized and focused, and actively seeks and considers various ideas and approaches.
- **Knowledge, Learning and Communication**- leads in the sharing of best practice, trends, knowledge and lesson learned across units and with clients and partners, articulating ideas verbally and in writing in a clear and compelling way across audiences of varied levels.
- **Business Judgment and Analytical Decision Making** - Serves as a trusted advisor to others on their decisions, ensuring alignment across units and optimal impact on the organization.

Duration of Employment

For the entire project period-March 2025 to December, 2025 with possibility of extension depending on satisfactory performance/completion of work.



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)				
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =		

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



ANNEX C: Consultant's reporting Obligations & Payment Schedule

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Inception Report			... % of contract value
2	Interim Progress Report (a) First Status Report (b) Second Status Report (c) etc		 % of contract value
3	Draft Final Report			... % of contract Value
4	Final Report			100 % of contract Value



Request for Expression of Interest (REOI) for Individual Consultant (National)

1.	Ministry/Division	Information and Communication Technology Division (ICTD)
2.	Agency	Bangladesh Hi-Tech Park Authority (BHTPA)
3.	Name of Procuring Entity	Digital Entrepreneurship and Innovation Eco-System Development (DEIED) Project
4.	Title of Service	Selection and Employment of a National Individual Consultant: Social Specialist
5.	Procuring Entity District	Dhaka
6.	Expression of Interest for:	Selection and Employment of a National Individual Consultant-Social Specialist
7.	REOI Ref. No. & Date	56.02.0000.028.07.163.25.198: Date: 17/02/2025
Key Information		
8.	Procurement Method	SIC (Selection of Individual Consultant)
9.	Package No. & Name	DEIEDP-BHTPA-S-6-1: Social Specialist
Funding Information		
10.	Budget & source of funds	Development Budget (IDA Credit)
11.	Development Partner	World Bank (IDA)
Particular Information		
12.	Project Code & Name	224335600, Digital Entrepreneurship and Innovation Eco-System Development (DEIED) under PRIDE Project
13.	Closing Date and time	11/03/2025 at 2:30 PM
14.	Submission place	Office of the Project Director, Digital Entrepreneurship and Innovation Eco-System Development Project, Bangladesh Hi-Tech Park Authority, Level-9 (South), Bangladesh Copyright Bhaban, Plot No. F-20/B, West Agargaon, Sher-e-Bangla Nagar Administrative Area, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
	Address	Bangladesh Copyright Bhaban, Plot No. F-20/B, West Agargaon, Sher-e-Bangla Nagar Administrative Area, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
Information for Applicant		
15.	Brief Description of the Assignment (Please see details in TOR in www.bhtpa.gov.bd):	
	<ul style="list-style-type: none"> • Completing all activities/tasks related to social issues as committed in the Project Environmental and Social Commitment plan (ESCP), its quality control and overall coordination. • Based on the project Environmental and Social Assessment (ESA), the SS will be responsible for developing and updating of various social instruments, including but not limited to Environmental and Social Management Plan (ESMP) etc. • Coordinate with various authorities and agencies for implementation, monitoring, coordination and supervision of social instruments/ plans in the field. • Carryout periodic stakeholder engagement as per Stakeholder Engagement Plan (SEP) and update the SEP as and when required. • Provide periodic reports on the implementation status of social mitigation measures as per social instruments and those committed in the ESCP. • Any other task assigned by the PD/PMU. • Please see detail in RFA published in www.bhtpa.gov.bd website. 	
16.	Qualification Criteria (Selection Criteria)	
	<p>Position: Social Specialist Number of Position: 1 (One) Duration: 10 (ten) months with possibility of extension.</p> <p>Educational Qualification:</p> <ul style="list-style-type: none"> • Masters in Sociology, Human Resources, Social Science, Food & Nutrition, Anthropology, Business Administration or any other related subject. 	

4

	<ul style="list-style-type: none"> PGD in Development and Planning is preferable. <p>Technical and Functional Experience:</p> <ul style="list-style-type: none"> Minimum 08 (eight) years of work experience of which at least 4 years working with a Development Organization in the field of Social Development; Familiarity with World Bank Environmental and Social Framework and Standards (ESF, ESS) as well as Environment, Health and Safety Guidelines (EHS); Knowledge and understanding of GoB Laws, Acts and Regulations regarding Labor, Gender, Resettlement, Ethnic Minority, Social issues, Epidemic and Pandemic issues Familiarity with COVID-19 protocols of Gob and World Health Organization (WHO) Practical experience in handling development projects; High level of proficiency in written and spoken English and report writing; and Proficient in use of MS Word, Excel, PowerPoint (Certificate Required) 		
17.	<p>Application Details</p> <p>The BHTPA invites eligible applicants to indicate their interest in providing the services. Interested applicants are invited to provide information indicating that they are qualified and competent to perform the services (Application Form, A complete CV, one copy of recent passport size photograph, Photocopy of academic, training & experience certificate and other details as required as per RFA provided by the undersigned). Candidates are requested to send a softcopy (Word Document) of Application in pen drive/CD along with the application within the envelope. Interested applicants may obtain detail RFA (TOR, Application Forms, REOI) available at BHTPA website (www.bhtpa.gov.bd). Expressions of interest (EOI) shall be submitted by the applicants on or before 11/03/2025 by 2:30 PM, in sealed envelope delivered to the undersigned and be clearly marked "Request for expression of interest for selection of National Individual Consultant: Social Specialist, Package No: DEIEDP-BHTPA-S-6-1. No electronic copy of application is acceptable.</p>		
Procuring Entity Details			
18.	<table border="1"> <tr> <td>Name, Designation & Address of the Official Inviting Application</td> <td>Monjur Mohammad Shahriar, Project Director, Digital Entrepreneurship and Innovation Eco-System Development Project, Bangladesh Hi-Tech Park Authority, Information and Communication Technology Division, Bangladesh Copyright Bhaban, Plot No. F-20/B, West Agargaon, Sher-e-Bangla Nagar Administrative Area, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.</td> </tr> </table>	Name, Designation & Address of the Official Inviting Application	Monjur Mohammad Shahriar, Project Director, Digital Entrepreneurship and Innovation Eco-System Development Project, Bangladesh Hi-Tech Park Authority, Information and Communication Technology Division, Bangladesh Copyright Bhaban, Plot No. F-20/B, West Agargaon, Sher-e-Bangla Nagar Administrative Area, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
Name, Designation & Address of the Official Inviting Application	Monjur Mohammad Shahriar, Project Director, Digital Entrepreneurship and Innovation Eco-System Development Project, Bangladesh Hi-Tech Park Authority, Information and Communication Technology Division, Bangladesh Copyright Bhaban, Plot No. F-20/B, West Agargaon, Sher-e-Bangla Nagar Administrative Area, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.		
19.	<table border="1"> <tr> <td>Contact Details</td> <td>Tel No: 02-223314941, Email: pd.deiedp@bhtpa.gov.bd</td> </tr> </table>	Contact Details	Tel No: 02-223314941, Email: pd.deiedp@bhtpa.gov.bd
Contact Details	Tel No: 02-223314941, Email: pd.deiedp@bhtpa.gov.bd		
20.	The procuring entity reserves the right to accept or reject any or all Expressions of Interest (EOI) without assigning any reason whatsoever.		



(Md. Golam Kibria)
Deputy Project Director