



**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH**

Request for Application (RFA)

Selection of Individual Consultant (National)

For

Senior Consultant (Procurement)

(Lumpsum based)

**Office of the Project Director
Food Safety Testing Capacity Development Project (FSTCDP)
Bangladesh Food Safety Authority
Ministry of Food**

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Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated Public fund for Food Safety Testing Capacity Development Project (FSTCDP), Bangladesh Food Safety Authority and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
 - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
 - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.
[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]
3. Eligible Applicants
 - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
 - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
 - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
 - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
 - 3.5 The Applicant has the legal capacity to enter into the Contract
 - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
 - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
 - 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.

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

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.

7. Submission of Application

- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is June 30, 2025 up to 2 pm Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications

- 8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.
- 8.2 The points to be given under each of the evaluation Criteria are:

Criteria	Points
• Educational Qualification	15
• General Experience	8
• Specific Experience	12
• Experience in similar position within development partner's project	10
• Adequacy for the Assignment	30
• Suitability considering age, skill (such as preparation of international tender documents using development partners' standard documents, relevant training, computer skills, proficiency in English and Bengali languages and others).	20
Total points:	95 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points of 75 shall be considered disqualified.
- 8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

9. Application Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise 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 July 15, 2025 at the location Office of the Project Director, Food Safety Testing Capacity Development Project (FSTCDP), Bangladesh Food Safety Authority. The Consultant shall provide services on an intermittent basis, commencing from the date of commencement following the signing of the contract. The total number of service days shall not exceed 150 days. As this is an intermittent engagement, the Consultant may include holidays within the service period, subject to prior approval from the competent authority. The duration of the assignment may be adjusted—either increased or decreased—based on project requirements and the Consultant’s performance.



Section 2. Terms of Reference

1. Background

Bangladesh Food Safety Authority (BFSA) under Ministry of Food is implementing the Food Safety Testing Capacity Development Project (FSTCDP) with financial assistance under the Japanese ODA framework. The overall objective of the project is to improve food safety testing capacity of BFSA by establishing one (01) food safety reference laboratory in Dhaka & two (02) divisional laboratories in Chattogram and Khulna, along with office building, training building.

Specific objectives are following:

- (i) **To improve administrative & coordinating capacity:** Strengthen Food Safety Administration system by establishing BFSA permanent office facilities in Dhaka & divisional offices through food safety administrative/regulatory & coordinating activities will be operated throughout the country;
- (ii) **To improve food testing capacity:** Establishment of a food Testing Reference Laboratories in Dhaka and two (02) divisional food testing laboratories at Chattogram and Khulna division with necessary modern equipment, manpower for comprehensive regulatory & reference testing;
- (iii) **To strengthen food inspection & sample collection facilities:** Develop scientifically accurate sample collection system by procuring equipment & logistic equipped with customized sample collection/ sampling vehicle for collecting and transporting proper samples to laboratories;
- (iv) **To develop skilled food safety personnel:** Development of a full functional training facility as a hub of national /international food safety training such as: food safety management, HACCP, Food safety basic courses for Food Business Operators (FBO), TOT (Training of Trainers) for Food safety Officers, Inspectors, controlling agency officers, food analysts, management officials and stakeholders like restaurant workers, food importers, exporters & food industry personnel, etc.;
- (v) **To protect Public Health:** Reduce foodborne illnesses by ensuring safe consumption of food and food products (domestic and imported) like agricultural, livestock, fisheries and marine food and food products through rigorous testing, risk analysis and food risk management; and
- (vi) **To boost Food Export & earn Foreign Exchange:** Facilitate food and food products to meet international food safety standards by providing accredited testing services for promoting export growth and industry diversification.



Expected Components of the Project

Sl no	Component Name	Procurement Method	Applicable Standard Bidding Documents (SBD)
1	Equipment procurement for Dhaka Central Lab and Chattogram and Khulna Divisional Laboratory	International Competitive Bidding (ICB)	Standard Bidding Document under Japanese ODA Loan (Procurement of Goods)
2	Construction for Dhaka Central Lab and Chattogram and Khulna Divisional Laboratory	ICB with Pre-Qualification (P/Q)	Standard Bidding Document under Japanese ODA Loan (Procurement of Works) (JSSS applied)
3	Consulting Services (CS): Design, Supervision and Technical assistance consultant for the works under Food Safety Testing Capacity Development Project	Shortlisting Quality- and Cost-Based Selection (QCBS)	Standard Request for Proposals (version 2.3)

As the project encompasses the procurement of high-end laboratory equipment, the construction of laboratory facilities, and the recruitment of consulting firms to support its technical, managerial, and implementation components, the Food Safety Testing Capacity Development Project (FSTCDP) under Bangladesh Food Safety Authority (BFSA) intends to engage a highly experienced **Senior Consultant (Procurement)**. This engagement is aimed at ensuring efficient, transparent, and compliant procurement processes in alignment with JICA's procurement guidelines, particularly to support the recruitment of a consulting firm and other critical procurement activities under the project.

2. Objective of the Consultancy

- To ensure efficient, transparent, and JICA-compliant procurement of a Consulting Firm for Component 3, delivering:
 - Preparation of terms of reference, REoI and RFP documents for the Consulting Firm's recruitment.
 - Management of the QCBS selection process.
 - Contract finalization and handover to BFSA.

3. Scope of Services

The scope of the services includes but not limited to:

A. Pre-Proposal Submission Phase

- Finalize the Request for Expression of Interest (REoI) for shortlisting the intended consulting firms
- Finalize the Request for Proposals (RFP) for Consulting Services (Component 3) per JICA's Standard RFP v2.3 and QCBS guidelines.
- Evaluate the applicants or Expression of Interest (EoI) submitted by the consulting firms.
- Advise on procurement strategies for Components 1-3 to align with JICA SBDs and ICB/PQ requirements.

B. Technical Proposal & Combined Evaluation Phase

- Address consultant's queries, organize pre-proposal meetings, and ensure JICA's procurement transparency standards
- Manage Technical Proposal Evaluation and Combined Evaluation following QCBS method.

C. Post-Proposal Evaluation Phase

- Facilitate contract negotiations, preparation of negotiation minutes, preparation of draft and final contract documents etc. and finalize the agreement with the selected consulting firm.
- Hand over procurement records, including evaluation reports and due diligence documentation.

D. Compliance & Reporting

- Ensure adherence to JICA's procurement guidelines, Bangladesh Public Procurement Act (PPA) 2006, Bangladesh Public Procurement Rules (PPR) 2008 and gender/environmental safeguards.
- Submit quarterly progress reports and a final procurement completion report.

F. Miscellaneous:

Moreover, the Senior Consultant (Procurement) will involve

- Review the Annual Procurement Plan – as required by applicable covenants and regulations – for all goods, works and services to be procured under the project
- As part of the preparation and updating of the procurement plans, suggest the appropriate procurement method to procure goods /works / services for each contract.
- Review the Procurement Processing Schedule for major components of the procurement plan of the project.
- Review the updated the Procurement Plan and Procurement Processing Schedule in compliance with the applicable rules and regulations; and reflect those updates in the electronic monitoring systems.
- Recommend for making necessary arrangements for procuring of goods, works and services under Project Implementation Unit (PIU) including finalizing purchase documents based on user requirements and ensuring that technical specifications of goods are in conformity with the prescribed standards.
- Review public notices for inviting offers for the supply of goods, works and services; and assist in publishing those notices in different print and electronic media in conformity with the provisions of the guidelines and the national procurement laws.
- Review and finalize procurement documents like bidding document, bid and proposal evaluation report etc. for all contracts under Project Implementation Unit (PIU) in accordance with the relevant procurement laws, rules and guidelines.
- Actively participate in all clarification meetings, pre-proposal meetings etc. with prospective bidders / consultants.
- Organize or assist in the opening of bids.
- Assist in preparation of regularly update the Procurement Performance Monitoring Report (PPMR) for mitigation of procurement risks.
- Assist in preparation of quarterly procurement report under the guidance of Project Director.
- Conduct regular site visits to provide support and supervision to ensure that procurement regulations are complied with and procurement contracts are fully implemented in different stakeholders.
- Guide / assist the PIU in handling procurements related complaints / grievances.
- Assist the Project Director to prepare reports related to procurement activities of the project.
- Carry out any other relevant duties that may be assigned by the Project Director / competent authority from time to time.



4. Qualifications

The Senior Consultant (Procurement) should hold a minimum graduate degree in any discipline. Advanced professional qualifications such as MCIPS (Member of Chartered Institute of Procurement and Supply) / CSCP (Certified Supply Chain Professional) will be considered additional qualifications. Also, Project Management Professional (PMP) certification is preferable. The ideal candidate should possess a minimum of 08 (eight) years of general work experience in government/semi-government/autonomous organization/government company or Development Projects.

Furthermore, the Consultant should demonstrate a minimum of 05 (five) years of experience in roles that are substantially relevant to Government procurement following PPA-2006 and PPR-2008. The candidate should possess at least 02 (two) years' experience in similar position in development partner's project. The candidate should demonstrate expertise in substantive areas/aspects of procurement, including goods, various construction contracts, and the selection/contracting of consultant services are required. The candidate must specify the position and period during which these activities were undertaken. He/she should have proven expertise in QCBS procedures and preparation of EOI, RFPs and evaluation for consulting services. In addition, the consultant must demonstrate a proven track record in the preparation of international tender documents using development partners' standard documents.

The candidate should demonstrate proficiency in computer operations, detailing their capabilities in utilizing Microsoft Word and Microsoft Excel independently and with ease. He/she should have proven track records for different trainings related to procurement, PMP etc.

Additionally, the prospective candidate must possess outstanding communication skills in English, both in written and spoken form. These competencies are essential for effective performance in the role.

Moreover, considering the substantial demands and individual workload associated with the role, the maximum age limit for this position shall be 50 years on the date of deadline of submission of the EOI.

5. Counterpart Support

The Food Safety Testing Capacity Development Project (FSTCDP) will provide office space, logistics and institutional support. The consultant will lead the procurement activities and will work closely with the procurement focal point or any other staff member assigned by FSTCDP in carrying out the assignment as listed above.

6. Reporting Arrangement

The Senior Consultant (Procurement) will be responsible to the Project Director for discharging all project procurement functions. He/she will assist the Project Director to ensure that all procurement activities are completed on time and in accordance with the procurement plan deadline.

7. Deliverables and payment terms

Payments shall be made in line with agreed-on outputs according to the following schedule:

Sl. No	Deliverables	Tentative Deadline	Payment terms
1	Finalize and take necessary arrangement for publication of Request for Expression of Interest (REOI) Document	Within 07 (seven) days from contract signing	Five (5%) percent of the lump-sum Contract Price shall be paid upon submission and acceptance of the REOI by the Client.
2	Assist in PEC meeting(s) and Preparation of EOI Evaluation	Within 28 (twenty-eight) days of the EOI submission deadline	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of the EOI

	report/ shortlisting of consulting firms		Evaluation Report and its subsequent approval by the approving authority
3	Finalize and take necessary arrangement for issuance of RFP document (QCBS, JICA v2.3)	Within 15 (fifteen) days of receiving approval of the shortlist from the approving authority	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of the EoI Evaluation Report and its subsequent issuance to the shortlisted consultants
4	Assist in Pre-proposal meeting and Preparation of Pre-proposal Meeting Minutes	Within 21 (twenty-one) days of RFP submission deadline	Five (5%) percent of the lump-sum Contract Price shall be paid upon submission of Pre-proposal Meeting Minutes and its subsequent circulation to the shortlisted consultants
5	Assist in PEC meeting(s) and Preparation of Technical Evaluation Report	Within 28 (twenty-eight) days of the proposal submission deadline	Twenty (20%) percent of the lump-sum Contract Price shall be paid upon submission of Technical Evaluation Report and its subsequent approval by the approving authority
6	Assist in PEC meeting(s) and Preparation of Combined Evaluation Report	Within 15 (fifteen) days of holding the Financial Opening	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of Combined Evaluation Report and its subsequent approval by the approving authority
7	Assist in Negotiation Meeting(s) with 1 st ranked consultant and preparation of Negotiation Meeting Minutes with draft contract document	Within 21 (twenty-one) days of the approved Combined Evaluation Report	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of Negotiation Report and its subsequent approval by the approving authority
8.	Preparation of contract documents and Contract Signing with the successful consultant	Within 15 (fifteen) days of the approved Negotiation Report	Ten (10%) percent of the lump-sum Contract Price shall be paid upon submission of contract documents duly accepted by the client

8. Duration of the Consultancy

The Consultant shall provide services on an intermittent basis, commencing from the date of commencement following the signing of the contract. The total number of service days shall not exceed 150 days. As this is an intermittent engagement, the Consultant may include holidays within the service period, subject to prior approval from the competent authority. The duration of the assignment may be adjusted—either increased or decreased—based on project requirements and the Consultant's performance.

9. Duty Station:

The Senior Consultant (Procurement) will be stationed in the PIU, Food Safety Testing Capacity Development (FSTCDP) of Bangladesh Food Safety Authority (BFSA), Dhaka. However, he is also allowed to serve from his convenient places with prior approval of the competent authority.

10. Payment Schedule

This is a lump-sum contract under which payments shall be made upon the successful completion of the agreed deliverables. Each payment must be supported by the consultant's submission of evidence demonstrating the outputs achieved, in accordance with the terms and scope defined in the contract. The deliverables will be reviewed and verified by the Client before any payment is released. The negotiable contract ceiling (that is, the total contract price for the duration of the contract) shall represent the consolidated remuneration inclusive of applicable Advance Income Tax (AIT) and VAT as per the laws of Bangladesh.



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:

[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 :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>												
2	NAME OF PERSON :	<i>[state full name]</i>												
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>												
4	NATIONALITY :													
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>												
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>												
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>												
8	LANGUAGES & DEGREE OF PROFICIENCY	<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;"><i>e.g. English</i></td> <td style="text-align: center;"><i>Fluent</i></td> <td style="text-align: center;"><i>Excellent</i></td> <td style="text-align: center;"><i>Excellent</i></td> </tr> </table>	<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>				
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<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>											
9	COUNTRIES OF WORK EXPERIENCE													
10	EMPLOYMENT RECORD <i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i>	<p><i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i></p> <p><i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">EMPLOYER 1</td> <td style="width: 30%;">FROM: <i>[e.g. January 1999]</i></td> <td style="width: 30%;">TO: <i>[e.g. December 2001]</i></td> </tr> <tr> <td>EMPLOYER 2</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 3</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 4 (etc)</td> <td>FROM:</td> <td>TO:</td> </tr> </table>	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:
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EMPLOYER 2	FROM:	TO:												
EMPLOYER 3	FROM:	TO:												
EMPLOYER 4 (etc)	FROM:	TO:												



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

CERTIFICATION
[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing			
dd / mm / yyyy			



Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

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 [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:
<ul style="list-style-type: none">(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds. |



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

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

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

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

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

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| 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

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| 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 |
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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.



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| 17. Consultant's Liabilities | 17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant. |
| | 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services. |
| 18. Consultant not to be Engaged in Certain Activities | 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services. |

Obligations of the Client

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

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| 20. Termination | <p>20.1 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>20.2 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> |
| 21. Dispute Resolution | <p>21.1 Amicable Settlement</p> <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>21.2 Arbitration</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

The scope of the services includes but not limited to:

A. Pre-Proposal Submission Phase

- Finalize the Request for Expression of Interest (REoI) for shortlisting the intended consulting firms
- Finalize the Request for Proposals (RFP) for Consulting Services (Component 3) per JICA's Standard RFP v2.3 and QCBS guidelines.
- Evaluate the applicants or Expression of Interest (EoI) submitted by the consulting firms.
- Advise on procurement strategies for Components 1-3 to align with JICA SBDs and ICB/PQ requirements.

B. Technical Proposal & Combined Evaluation Phase

- Address consultant's queries, organize pre-proposal meetings, and ensure JICA's procurement transparency standards
- Manage Technical Proposal Evaluation and Combined Evaluation following QCBS method.

C. Post-Proposal Evaluation Phase

- Facilitate contract negotiations, preparation of negotiation minutes, preparation of draft and final contract documents etc. and finalize the agreement with the selected consulting firm.
- Hand over procurement records, including evaluation reports and due diligence documentation.

D. Compliance & Reporting

- Ensure adherence to JICA's procurement guidelines, Bangladesh Public Procurement Act (PPA) 2006, Bangladesh Public Procurement Rules (PPR) 2008 and gender/environmental safeguards.
- Submit quarterly progress reports and a final procurement completion report.

F. Miscellaneous:

Moreover, the Senior Consultant (Procurement) will involve

- Review the Annual Procurement Plan – as required by applicable covenants and regulations -- for all goods, works and services to be procured under the project
- As part of the preparation and updating of the procurement plans, suggest the appropriate procurement method to procure goods /works / services for each contract.
- Review the Procurement Processing Schedule for major components of the procurement plan of the project.
- Review the updated the Procurement Plan and Procurement Processing Schedule in compliance with the applicable rules and regulations; and reflect those updates in the electronic monitoring systems.
- Recommend for making necessary arrangements for procuring of goods, works and services under Project Implementation Unit (PIU) including finalizing purchase documents based on user requirements and ensuring that technical specifications of goods are in conformity with the prescribed standards.
- Review public notices for inviting offers for the supply of goods, works and services; and assist in publishing those notices in different print and electronic media in conformity with the provisions of the guidelines and the national procurement laws.
- Review and finalize procurement documents like bidding document, bid and proposal evaluation report etc. for all contracts under Project Implementation Unit (PIU) in accordance with the relevant procurement laws, rules and guidelines.

- Actively participate in all clarification meetings, pre-proposal meetings etc. with prospective bidders / consultants.
- Organize or assist in the opening of bids.
- Assist in preparation of regularly update the Procurement Performance Monitoring Report (PPMR) for mitigation of procurement risks.
- Assist in preparation of quarterly procurement report under the guidance of Project Director.
- Conduct regular site visits to provide support and supervision to ensure that procurement regulations are complied with and procurement contracts are fully implemented in different stakeholders.
- Guide / assist the PIU in handling procurements related complaints / grievances.
- Assist the Project Director to prepare reports related to procurement activities of the project.
- Carry out any other relevant duties that may be assigned by the Project Director / competent authority from time to time.

The Senior Consultant (Procurement) will be responsible to the Project Director for discharging all project procurement functions. He/she will assist the Project Director to ensure that all procurement activities are completed on time and in accordance with the procurement plan.

This is a lump-sum contract under which payments shall be made upon the successful completion of the agreed deliverables. Each payment must be supported by the consultant's submission of evidence demonstrating the outputs achieved, in accordance with the terms and scope defined in the contract. The deliverables will be reviewed and verified by the Client before any payment is released.



ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of Consultant	Rate, Taka	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [<i>state monthly, daily or hourly</i>] rate		Sub-Total (A)	

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance				
(b) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

CONTRACT CEILING (A) +(B)=	Total =
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[Handwritten Signature]

ANNEX C: Consultant's reporting Obligations & Payment Schedule

Payments shall be made in line with agreed-on outputs according to the following schedule:

Sl. No	Deliverables	Tentative Deadline	Payment terms
1	Finalize and take necessary arrangement for publication of Request for Expression of Interest (REoI) Document	Within 07 (seven) days from contract signing	Five (5%) percent of the lump-sum Contract Price shall be paid upon submission and acceptance of the REoI by the Client.
2	Assist in PEC meeting(s) and Preparation of EoI Evaluation report/ shortlisting of consulting firms	Within 28 (twenty-eight) days of the EoI submission deadline	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of the EoI Evaluation Report and its subsequent approval by the approving authority
3	Finalize and take necessary arrangement for issuance of RFP document (QCBS, JICA v2.3)	Within 15 (fifteen) days of receiving approval of the shortlist from the approving authority	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of the EoI Evaluation Report and its subsequent issuance to the shortlisted consultants
4	Assist in Pre-proposal meeting and Preparation of Pre-proposal Meeting Minutes	Within 21 (twenty-one) days of RFP submission deadline	Five (5%) percent of the lump-sum Contract Price shall be paid upon submission of Pre-proposal Meeting Minutes and its subsequent circulation to the shortlisted consultants
5	Assist in PEC meeting(s) and Preparation of Technical Evaluation Report	Within 28 (twenty-eight) days of the proposal submission deadline	Twenty (20%) percent of the lump-sum Contract Price shall be paid upon submission of Technical Evaluation Report and its subsequent approval by the approving authority
6	Assist in PEC meeting(s) and Preparation of Combined Evaluation Report	Within 15 (fifteen) days of holding the Financial Opening	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of Combined Evaluation Report and its subsequent approval by the approving authority
7	Assist in Negotiation Meeting(s) with 1 st ranked consultant and preparation of Negotiation Meeting Minutes with draft contract document	Within 21 (twenty-one) days of the approved Combined Evaluation Report	Fifteen (15%) percent of the lump-sum Contract Price shall be paid upon submission of Negotiation Report and its subsequent approval by the approving authority

8.	Preparation of contract documents and Contract Signing with the successful consultant	Within 15 (fifteen) days of the approved Negotiation Report	Ten (10%) percent of the lump-sum Contract Price shall be paid upon submission of contract documents duly accepted by the client
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