



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

**Standard Request for Application (SRFA)
Selection of Individual Consultant (National)
Environment and Social Specialist
for
BANGLADESH ENVIRONMENT SUSTAINABILITY AND
TRANSFORMATION (BEST) PROJECT**

Contract Package No. DoE S-13

Department of Environment

(Time based Contract)

February 2026

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Section 1. Information to the Applicants

A. General

1. Scope of assignment	1.1 The Client has been allocated IDA fund for Implementing Bangladesh Environmental Sustainability and Transformation (BEST) 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. <i>[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]</i>
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 133 (9) of the Public Procurement Rules, 2025.
	3.3 Person's 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, coercive or obstructive 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, Coercive or Obstructive 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, coercive or obstructive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.
	4.3 Should any corrupt, fraudulent, collusive, coercive or obstructive 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, coercive or obstructive practices in competing for, or in executing, a Contract under public funds., the Client shall:



	<p>(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an application for award; and</p> <p>(b) declare the Applicant ineligible, either indefinitely or for a stated period, from participation in procurement proceedings under public funds.</p>
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 71 of the Public Procurement Rules 2025, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
	5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application	6.1 Applications shall be typed or written in indelible ink in English language and shall be signed by the Applicant. Applicants are required to complete the following Forms: <ul style="list-style-type: none"> (a) Form 3A: Application Submission Form; (b) Form 3B: CV of the Applicant; and (c) Form 3C: Remuneration and Reimbursable
	6.2 The Remuneration and reimbursable are purely indicative and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application	7.1 Pursuant to Rule-135(5) of the Public Procurement Rules 2025, prospective Applicants can deliver their application by hand, mail, courier service to the address mentioned in the request for Application advertisement. The application can be submitted through electronic mails as well.
	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 14 January 2026 up to 3:00 PM. Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late and returned unopened to the Applicant.
	7.5 Applications may be modified or substituted before the deadline for submission of Applications.
	7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
	7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application

	Document by issuing an Addendum which shall form an integral part of the Document.
C. Evaluation of Applications	
8. Evaluation of applications	8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.
	8.2 The evaluation Criteria are for selection of applicant would be considered from ToR.
	8.3 Applicants thus will be qualified based on the criteria given in ToR.
	8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of Applicants based on their qualification.
	8.5 In pursuant to Rule 136 of the Public Procurement Rules 2025, there shall be no public opening of Applications.
	8.6 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee (POC)
	8.7 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
	8.8 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication with 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 8.4 shall then be invited for negotiations, pursuant to Rule 144 of the Public Procurement Rules, 2025 at the address of the client and also in accordance with the Bank's "Procurement Regulations for IPF Borrowers' 'July 2016 (Revised November 2017 and August 2018) ("Procurement Regulations")", which can be found at the following website: www.worldbank.org
	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 negotiated 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 1 February 2026 at the location Dhaka and Project Area. The duration of the contract shall be 60 months from the date of commencement or the project period, which comes first.



Section 2. Terms of Reference

Terms of Reference (ToR) for Environment and Social Specialist

I. Project Background

Bangladesh has made rapid social and economic progress in recent decades and reached lower middle-income status in 2015. Officially reported annual growth of gross domestic product (GDP), averaging close to 6 percent since 2000. Rapid economic development and population growth in Bangladesh have led to high pollution discharges (including greenhouse gases [GHGs]) and severe degradation of the country's environmental quality and ecosystems. Bangladesh has also made good progress toward mainstreaming the environmental agenda into its economic development plans and strategies.

The World Bank has been a long-standing partner to Bangladesh in tackling environmental challenges. To continue addressing its environmental challenges, Bangladesh requested the World Bank's support to prepare a comprehensive environmental management project. The focus of the project is to strengthen environmental governance under the "*Bangladesh Environmental Sustainability and Transformation (BEST) Project*". The Project Development Objectives (PDOs) are to strengthen the capacity of the Government of Bangladesh in environmental management and to pilot new financing mechanisms to promote green investments in targeted sectors. The project has the following four interconnected components:

Component 1: Environmental Governance and Infrastructure (Department of Environment, DoE)

This component will support DoE to reinforce its regulatory, institutional, financial, and capacity foundations for the achievement of its long-term vision of helping the country 'live in harmony with nature and achieve net zero emissions by 2050. Accordingly, this component will finance (a) the development of regulations and policies to expand the regulatory mandate of the DoE from controlling individual pollution sources to protecting and improving environmental quality and promoting green growth, (b) the decentralization and specialization of the DoE with increased human and financial resources, (c) the creation and capitalization of an Environment Fund, (d) capacity building and environmental infrastructure for DoE and its key stakeholders on environmental management and green growth, and (e) project management of DoE activities.

Component 2: Green Financing for Air Pollution Control (Bangladesh Bank, BB)

Recognizing the challenges faced in existing green refinancing schemes, this component will support BB to pilot a green CGF to incentivize the financial sector to support green investments in targeted sectors for direct and indirect control of air pollution. This scheme will include (a) partial credit guarantees to cover a share of the default risk that PFIs may face in extending loans to green investments and (b) technical assistance to BB, PFIs and targeted sectors on project-promoted green technologies.

Component 3: Vehicle Emission Control (Bangladesh Road Transport Authority, BRTA)

This component will support BRTA to pilot PPP modalities to develop and operate VICs to start regulating effectively vehicle emissions—a key and growing source of air pollution—in Bangladesh. This component will finance (a) the construction of four new VICs and the operation of these VICs through PPP arrangements, (b) technical assistance to improve BRTA’s capacity in vehicle inspection, and (c) project management at BRTA.

Component 4: E-Waste Management Infrastructure (Bangladesh Hi-tech Park Authority, BHTPA)

This component will support Bangladesh to pilot an effective PPP model to attract private investments in e-waste management infrastructure. E-waste management is selected for this pilot as Bangladesh has no integrated e-waste management facilities but a few licensed e-waste dismantlers with primitive and polluting resource recovery practices. As e-waste generation grows rapidly in the country, regulatory and enforcement pressures are expected to increase demands for proper e-waste management. Specifically, this component will support (a) the development of a pilot e-waste management infrastructure through design-build-finance-operate (DBFO) arrangements to demonstrate technical, financial, and E&S feasibility of e-waste management; (b) technical assistance to support proper operations of the new facility by promoting extended producer responsibility (EPR) schemes, formalizing value chains and implementing related regulatory requirements; and (c) project management at BHTPA.

The BEST Project is going to assign an Environmental and Social Development Specialist (ESDS) to oversee environmental and social issues associated with the project management and address them as per World Bank Environmental and Social Framework (ESF) Guidelines and National Law. The full-time ESDS will be engaged at DoE and will support to the four implementing agencies (IAs): DoE, Bangladesh Bank, BRTA, and BHTPA.

II. Scope of Services /Duties and Responsibilities

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

- Assist the Project Director (PD) in complying with commitments made in the Project Environmental and Social Commitment Plan (ESCP);
- Conduct/review environmental and social screening of sub-projects and prepare site-specific Environmental and Social Assessment reports, including Environmental and Social Management Plans (ESMPs), in compliance with Government of Bangladesh (GoB) regulations and World Bank ES standards;
- Ensure that all environmental and social obligations of the project are reflected in legal agreements with contractors;
- Work closely with all Project Implementation Units (PIUs) and agencies to ensure compliance with relevant World Bank Environmental and Social Standards (ESSs), Environment, Health, and Safety Guidelines (EHSG), and relevant GoB laws, including ECR 2023, labor laws, gender policies, land acquisition regulations, and ethnic minority rights as captured in the ESMF, SEP, LMP, RPF and SECDPF adopted for the project;
- Assist in confirming Occupational Health and Safety (OHS) measures in line with the Labor Management Procedure (LMP) of the project;
- Review and provide guidance on environmental and social documents submitted by contractors and consultants, ensuring the adequacy of management measures;
- Conduct regular site visits to monitor environmental, social, health, and safety (ESHS) implementation based on contractor obligations outlined in agreements and bid documents;



- Plan and organize training programs related to OHS, labor and working conditions, community health and safety, GRM, ESS, SEA/SH, and other topics committed in the ESCP for Implementing Agencies, contractors, field staff, and stakeholders;
- Support PD in addressing ES related non-compliance issues and take action on grievances related to environmental and social concerns, ensuring their satisfactory resolution;
- Assist in developing and implementing Resettlement Action Plans (RAPs), overseeing compensation payments and land acquisition in line with ARIPA 2017 and World Bank's ESS5;
- Coordinate stakeholder engagement activities as per the Stakeholder Engagement Plan (SEP) and update the plan as necessary;
- Develop, administer, and monitor the Grievance Redress Mechanism (GRM), ensuring timely reporting and resolution of complaints, including those related to Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH);
- Ensure the social obligations of contractors are met, including monitoring compliance with Contractor's ESMP (C-ESMP) on child and forced labor, OHS, SEA/SH, labor training, and adherence to the Code of Conduct;
- Provide technical advice to the Implementing Agencies and stakeholders on environmental and social issues, including coordination with governmental organizations, UN agencies, and NGOs;
- Coordinate with consulting firms for the development of environmental and social instruments, reviewing their outputs before submission to the World Bank for concurrence;
- Provide periodic reports, including incident reports, on the implementation status of environmental and social mitigation measures;
- Perform any other tasks assigned by the PD/PIU at DoE and as requested by other PIUs;

III. Institutional Arrangement

The ESDS will be based in the PIU at DoE HQs with frequent field visits to project sites as instructed by the PD. The ESDS will work under direct control of the PD at DoE PIU and will report directly to him/her with close collaboration with other officials of the Project. The ESDS shall be accountable to the PD for his/her day-to-day activities. Periodical on-site visits to project sites and other assigned places across Bangladesh will be required.

IV. Reporting Obligations

The ESDS will provide periodic (monthly, quarterly, half yearly, yearly) report to the PIU at DoE 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, Land Acquisition, Resettlement, stakeholder engagement, 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 and will coordinate and provide support to the DPDs of all components of all PIUs. Reporting obligation must meet ESCP commitments.

V. Qualifications

Academic: Master's degree in environmental engineering, environmental science, sociology, human resources, anthropology, business administration, or any other relevant discipline.

Experience

- Minimum 08 years of work experience, with at least 4 years in a Development Organization in the fields of Environmental and Social Development;
- Familiarity with the World Bank Environmental and Social Framework and Standards (ESF, ESS) as well as Environment, Health, and Safety Guidelines (EHSG);

- Knowledge and understanding of relevant Government of Bangladesh (GoB) laws, including ECR 2023, labor laws, gender policies, resettlement frameworks, ethnic minority rights, social issues, grievance redress mechanisms (GRM), and stakeholder engagement;
- Direct experience in land acquisition as per ARIPA 2017 and preferably as per World Bank's ESS5;
- Practical experience in handling development projects, particularly those funded by international financing institutions;
- Experience in stakeholder engagement and communication;
- High level of proficiency in written and spoken English and report writing;
- Proficiency in using MS Word, Excel, and PowerPoint.

VI. Other Criteria:

- The candidate must have the ability to frequently visit the project areas.
- Strong communication skills in presenting, discussing, and resolving difficult issues. Ability to work efficiently and effectively in a multidisciplinary team.
- Fluency in written and spoken both English and Bangla.
- Excellent computer skills including MS Office.

VII. Place of Work: Primarily at DoE HQ with field visits all over Bangladesh if required.

VIII. Reporting: The Consultant will report directly to the Project Director.

IX. Duration of Employment: 24 months, with possibility of extension depending on performance of the consultant, availability of budget and business needs. However, the duration may be extended with the extension of Project Period (if this occurs).

X. Payment: This is a time-based contract, and payments will be made monthly (that is, payments made each month will be for services rendered during the immediately preceding month), supported by the submission of time sheets by the consultant.

XI. Commencement of Service: 01 April 2026 (Indicative).

XII. Data, Facilities and Local Services to be provided by the Client:

The project will provide the following inputs and facilities:

- a. Office space and other logistic support as per project provision.
- b. All available documents, papers and information relevant to the assignment.

XIII. The Consultant will be selected in accordance with the procedure for 'Individual Consultant Selection' that is set out in the 'Procurement Regulations for IPF Borrowers (July 2016, Revised February 2025).

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 Sir/s:

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 do not have any conflicts of interest connected to the proposed assignment in accordance with Clause 5 of Section 1 of the RFA.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with Clause 4 of Section 1 of the RFA.

I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1 of Section 1 of the RFA.

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:
EMPLOYER 1	FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>												
EMPLOYER 2	FROM:	TO:												
EMPLOYER 3	FROM:	TO:												
EMPLOYER 4 (etc)	FROM:	TO:												



11	<p>WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT</p> <p><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></p>
12	COMPUTER SKILL

CERTIFICATION

[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing dd / mm / yyyy			



Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable): Not Applicable

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

CONTRACT CEILING (1) + (2)	
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Section 4. Contract Forms

The *Contract Agreement*, which once completed and signed by the Client and the Consultant, clearly defines the Client's and Consultants' respective responsibilities.

4.1 Contract Agreement (Time based)

THIS CONTRACT (“the Contract”) is entered into this day of [dd/mm/yy], by and between [insert name of Client] (“the Procuring Entity”) having its office at [insert address of Client], and [insert name of consultant] (“the Consultant”) having his/her address at [insert address of consultant].

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

1. Services
 - 1.1 The Consultant shall perform the Services specified in Annex A (*Description of Services*), which are made an integral part of the Contract.
2. Duration
 - 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices
 - 3.1 The Government requires that Client, as well as the Consultant, 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, coercive or obstructive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
 - 3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant 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 Consultant had been or has been, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Consultant from performance of the Contract revoking the award of contract; and
 - (b) declare the Consultant ineligible 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 or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in these Rules;

“Fraudulent practice” means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

“Collusive practice” means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;

“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.

“Obstructive practice” means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023*.

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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

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 not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B.

11. Remuneration 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in ANNEX B "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]

11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;

or

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

or

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

12. Reimbursables
- 12.1 **Per Diem Allowance:** No per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in Bangladesh Taka.
- 13.2 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 13.3 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.4 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.5 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

Obligations of the Consultant

14. Medical Arrangements
- 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.
15. Performance Standard
- 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.



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| 16. 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. |
| 17. 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. |
| 18. 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. |
| 19. 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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| 20. 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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| 21. 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 perform any payment related obligations towards the Consultant pursuant to the Contract. |



22. 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

[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided , (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).

[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.

1. *The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*



2. *Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*

(a) *Address of the Client:*
(With phone number, Fax number & e-mail)

(b) *Address of the Client:*
(With phone number, Fax number & e-mail)

3. *Logistics and facilities to be provided to the Consultant by the Client are listed below:*

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

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

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

(B) Reimbursable: Not Applicable

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

CONTRACT CEILING (A) +(B)=	Total =
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ANNEX C: Consultant's Reporting Obligations
(Sample Format)

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

