



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

**Standard Request for Application (SRFA)
For
International Mussel breeding expert / Pearl Culture Technician
Package no. SD1**

**Ref: REoI Memo No. 33.04.0000.136.04.026.16-1155
Issued on: 25.09.2017**



**Development and Dissemination of Pearl Culture Technology Project
Bangladesh Fisheries Research Institute
Mymensingh-2201**

Development and Dissemination of Pearl Culture Technology Project



Bangladesh Fisheries Research Institute Mymensingh-2201, Bangladesh.

Memo No. 33.04.0000.136.04.026.16-1155

Date: 25.09. 2017

Request for Expressions of Interest (2nd Call)

Ministry/Division:	Ministry of Fisheries and Livestock, Bangladesh.		
Agency:	Bangladesh Fisheries Research Institute, Mymensingh.		
Procuring Entity:	Director General, Bangladesh Fisheries Research Institute, Mymensingh.		
Expression of Interest for Selection of	International Mussel breeding expert/Pearl Culture Technician; Package no. SD1		
Duration:	12 months		
REoI Memo No. & Date:	Memo No. 33.04.0000.136.04.026.16-1155 & 25.09.2017		
Procurement Sub Method:	Quality and Cost Based Selection (QCBS)		
Budget and Source of Funds:	Development Budget and GoB		
Development Partners:	N/A		
Project / Programme Code:	5-4405-5012		
Project/Programme Name:	Development and Dissemination of Pearl Culture Technology Project.		
REoI Closing Date and Time:	Date: 08.11.2017 and Time: 05.00 p.m.		
REoI Opening Date and Time:	Date: 08.11.2017 and Time: 05.30 p.m.		
Information For Applicant:			
Outline of the assignment and required qualifications & experiences [Details provided in the Standard Request for Application (SRFA)].			
Position	Number	Outline of the Assignment	Qualification & Experience
International Mussel Breeding Expert/Pearl Culture Technician.	02	<ul style="list-style-type: none">To assist the Pearl culture technique.To assist the mussel operation, laboratory/field activities.	<ul style="list-style-type: none">The pearl culture Technician must have at least graduation/ equivalent degree in Fisheries/ Aquaculture/ Marine science with minimum 6-8 years working experience in abroad on pearl culture and breeding. <p>Or</p> <p>In case of highly practical experienced candidate, educational qualification might be relaxed. Highly trained experience persons will be preferred.</p>
Other Details:			
Applicants are requested to provide information as per the format provided in Standard Request for Application (SRFA) indicating that they are qualified to perform the services (complete CV in prescribed form with other details as applicable). SRFA may be obtained from the websites: www.fri.gov.bd or www.mofl.gov.bd or from the address below either through email or in person from the office of the undersigned. The applicants shall submit supporting documents in favor of their experience and qualifications along with the SRFA. The services of the Expert/Technician will commence immediately after appointment and shall be completed as described in SRFA.			
The procuring entity reserves the right to accept or reject any or all EoI(s) without assigning any reason thereof.			
Procurement Entity Details:			
Name of official inviting EoI	Arun Chandra Barman		
Designation of official inviting EoI	Project Director		
Address of official inviting EoI	Development and Dissemination of Pearl Culture Technology Project Bangladesh Fisheries Research Institute, Mymensingh-2201, Bangladesh.		
Contact details of official inviting EoI	Tel: +88 091-62952; Fax: +88 091-62953; Cell: +88 01718-149804 Email: aruncbt@yahoo.com		

(Arun Chandra Barman)
Project Director

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Section 1. Instructions to Applicants

A. General	
1	<p>Scope of Assignment</p> <p>1.1 The Client, named in the Application Data Sheet (ADS), will select an individual Applicant for the specific assignment as specified in the ADS and described in details in Section 3: Terms of Reference.</p>
2	<p>Source of Funds</p> <p>2.1 The Client has been allocated GoB funds as indicated in the ADS and intends to apply a portion of the funds to eligible payments under the Contract for which this ITA is issued.</p>
3	<p>Corrupt, Fraudulent, Collusive or Coercive Practices</p> <p>3.1 The Government requires that Clients, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under GoB funds.</p>
	<p>3.2 In pursuance of this requirement, the Client shall:</p> <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. <p>if it 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.</p>
	<p>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 as above only when a satisfactory explanation is not received.</p>
	<p>3.4 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.</p>
	<p>3.4 The Government requires that the Client’s personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4	<p>Eligible Applicants</p> <p>4.1 The Applicant shall be citizen of a country other than Bangladesh unless otherwise stated in the ADS.</p>
	<p>4.2 The Applicant has the legal capacity to enter into the Contract.</p>
	<p>4.3 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITA Sub-Clause 3.2.</p>
	<p>4.4 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws or regulations.</p>

	4.5	Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual Expert & Technician subject to the provisions of the Public Procurement Regulations and Procedures provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.	
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 interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. 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.
		5.2	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.
		5.3	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. Request for Application			
6.	Application: Sections	6.1	The sections comprising the RFA are listed below: Section 1: Instructions to Applicants (ITA) Section 2: Application Data Sheet (ADS) Section 3: Terms of Reference (TOR) Section 4: Application Forms Section 5: Contract Forms.
		6.2	The Applicant is expected to examine all instructions, forms, terms, and provisions in the RFA. Failure to furnish all information or documentation required by the RFA may result in the rejection of the Application.
7.	Application: Clarification	7.1	The Client shall respond in writing to any request for clarification, provided that such request is received from the Applicant no later than seven (7) days prior to the deadline for submission of Applications. The address for clarification requests is stated in the ADS.
8.	Application: Amendment	8.1	At any time prior to the deadline for submission of Applications, the Client may, on its own initiative or in response to an enquiry by a Applicant, amend the RFA by issuing an amendment, and may, at its discretion, extend the deadline for the submission of Applications.
C. Application Preparation			
9.	Application	9.1	The Application, as well as all correspondences and documents relating to the Application shall be written in the English language

Language	unless specified otherwise in the ADS.
10. Application Preparation	10.1 The Applicant shall examine in detail the documents comprising the TOR, and prepare the Application using the forms furnished in Section 4: Application Forms.
11. Client Inputs	11.1 In preparing the Application the Applicant may assume that the Client will: (a) provide at no cost to the Applicant the inputs and facilities specified in the ADS; and (b) make available relevant project data and reports together with the Contract to the Applicant.
12. Application Format and Signing	12.1 The Applicant shall prepare one original of the Application and clearly mark it "Original".
	12.2 The Applicant shall prepare the number of copies as specified in the ADS of each Application and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
	12.3 The original and all copies of the Application shall be typed or written in indelible ink and shall be signed by the Applicant.
D. Application Submission	
13. Application Sealing and Marking	13.1 The Applicant shall enclose the original and all copies of the Application in one envelope, and the envelope shall: (a) bear the name and address of the Applicant; (b) be addressed to the Client at the address specified in the ADS; and (c) bear the name of the Assignment as specified in the ADS.
14. Application Submission Deadline	14.1 Applications must be received by the Client at the address specified under ITA Clause 13, no later than the date indicated in the ADS.
	14.2 The Application may be hand delivered or posted by registered mail or sent by courier or email. The Client shall, on request, provide the Applicant with a receipt showing the date and time when its Application was received.
	14.3 The Client may, at its discretion, extend the deadline for the submission of Applications by amending the ITA in accordance with ITA Clause 8
15. Application Submitted Late	15.1 Any Application received by the Client after the deadline for submission of Applications, in accordance with ITA Clause 14 shall be declared late, and returned unopened to the Applicant.
16. Application Modification Substitution or Withdrawal	16.1 The Application may be modified, substituted, or withdrawn before the deadline for submission of Applications specified in ITA Clause 14.
E. Application Opening and Evaluation	
17. Application Opening	17.1 The Client shall open all Applications promptly after the submission deadline. There shall be no public opening of Applications.

18. Confidentiality	18.1 Information relating to evaluation of Applications and recommendations concerning awards shall not be disclosed to the Applicants who submitted the Applications, until a Contract has been signed with the successful Applicant.
19. Application Clarification	19.1 The Client may, in writing, ask Applicants for clarification of their Applications in order to facilitate the examination and evaluation of Applications.
20. Contacting the Client	20.1 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client.
	20.2 Any effort by a Applicant 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 its Application.
21. Application: Evaluation	21.1 The Applications will be evaluated in two stages by an Application Evaluation Committee (AEC). Firstly a selection-list of Applicants will be prepared by the AEC on the basis of their qualification and experience, applying the evaluation criteria, sub criteria, and point system specified in the ADS. The selection-list shall comprise of a maximum of seven (7) Applicants on the basis of the qualifying marks. The AEC is synonymous with the Proposal Evaluation Committee (PEC) stated in the Standard Request for Proposals (SRFP) and is only used in this document for convenience.
	21.2 Secondly, the Applicants on the selection-list will be interviewed by the AEC, which will select a maximum of three Applicants in order of ranking.
22. Application: Negotiation	22.1 Negotiations will then be held with the first ranked Applicant at the address indicated in the ADS.
	22.2 During negotiations, the Client and the Applicant will finalise the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.
	22.3 The financial negotiations will involve the remuneration and other reimbursable costs to be paid to the Applicant.
23. Application Negotiations: Conclusion	23.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract.
	23.2 If negotiations with the first ranked Applicant fail to produce a satisfactory contract then negotiations will be conducted with the second-ranked Applicant (and the third-ranked Applicant, if necessary, until an agreement is concluded).
F. Contract Award	
24. Contract Award	24.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Applicant.
25. Debriefing	25.1 After Contract signature, the Client shall promptly notify the other Applicants that they were unsuccessful.

	25.2 The Client shall promptly respond in writing to any unsuccessful Applicant who requests the Client in writing to explain on which grounds its application was not selected.
26. Commencement of Services	26.1 The Applicant is expected to commence the assignment on the date and at the location specified in the ADS.

Section 2. Application Data Sheet (ADS)

ITA Clause	Amendments of, and Supplements to, Clauses in the Instruction to Expert & Technicians.
1.1	<p>The Client is Arun Chandra Barman Project Director Development and Dissemination of Pearl Culture Technology Project Bangladesh Fisheries Research Institute, Mymensingh-2201 Tel: +88 091-62952; Fax: +88 091-62953 Cell no. +88 01718-149804 Electronic mail address: aruncbt@yahoo.com</p> <p>Name of position of the Expert & Technician: An International Mussel breeding expert / Pearl Culture Technician.</p> <p>The objectives and brief description of the Services: Provided in Section 3: Terms of Reference.</p>
2.1	The source of Fund: Development Budget of Government of Bangladesh.
4.1	Applicants except from Israel & other non-eligible countries.
7.1	<p>For Clarification of Application purposes only, the Client's address is: Attention: Arun Chandra Barman Project Director Development and Dissemination of Pearl Culture Technology Project Bangladesh Fisheries Research Institute, Mymensingh-2201 Tel: +88 091-62952; Fax: +88 091-62953 Cell no. +88 01718-149804 Electronic mail address: aruncbt@yahoo.com</p>
9.1	The Application shall be completed and written in the English language.
11.1(a)	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> a) Office space and other logistic support will be provided as per project provision. b) All necessary letters of introduction, reference letter, communication, etc. will be provided/made to/for the Technician by Director General of BFRI or respective Project Director as and when required. c) All available documents, papers, information, etc. relevant to the specific assignment will be provided/made accessible to the consultant by the respective counter-part officer.
12.2	<p>The Individual Applicant must submit the original and an extra copy with a soft copy in CD of the Application in prescribed form.</p> <p>Application also may be submitted to aruncbt@yahoo.com ; the email address of the client.</p>
13.1	<p>The Application submission address is: Arun Chandra Barman Project Director Development and Dissemination of Pearl Culture Technology Project Bangladesh Fisheries Research Institute, Mymensingh-2201 Tel: +88 091-62953; Fax: +88 091-62952 Cell no. +88 01718-149804 Electronic mail address: aruncbt@yahoo.com</p>
14.1	Applications must be submitted not later than: 08 November 2017 at 5:00 p.m.

21.1	Criteria, sub criteria, and point system for the evaluation of Applications are:	
	<u>Criteria, sub-criteria</u>	<u>Points</u>
	General qualifications	30
	Experience relevant to the assignment	60
	Experience in developing countries.	10
	Total points for the three criteria:	100 points
22.1	The address for Contract negotiations is: Director General Bangladesh Fisheries Research Institute (BFRI) Mymensingh-2201 Tel: +88 091-65874, Fax: +88 091-66559	
26.1	The appointment will be for 12 (Twelve) m/m for the position. The location of the services is to be based in Mymensingh, but frequent travel may be made as and when required in different places depending on the location and coverage of the project.	

Section 3: Terms of Reference

A. Project Outline

The Government of Bangladesh (GoB) is implementing the Development and Dissemination of Pearl Culture Technology project with self finance through the Bangladesh Fisheries Research Institute (BFRI). It is a 7-years project which has been started from July 2012 and will be continued up to June 2019.

The main task of the project is to develop suitable technological packages for pearl culture, availability of native pearl producing mussels, pearly mussel operation, operated mussel culture and management. Propagation of pearl producing mussel is another vital component of the project.

To accomplish this work, two foreign Technician & Experts having practical knowledge or long experience on breeding of pearl producing mussels as well as pearl production will be hired under the funding of the project.

B. Background

Pearl is the most precious gem, which is one of the most attractive objects of adoration and called as “queen of the jewels” in all tier of ages. Freshwater pearl culture started in China 2000 years ago. Today, Chinese cultured pearl have demand throughout the world and 95% freshwater pearl production in the world market is being supplied from China. On the other hand, Japan is the 2nd largest pearl producing country in the world. Freshwater pearls called ‘Biwa pearl’ are commercially cultured in Japan since 1953. Among Southeast Asian countries, India, Thailand, Philippines and Vietnam have initiated commercial freshwater pearl culture in recent years. Realizing the importance and demand of pearl in national and international market freshwater pearl culture research has been started by Bangladesh Fisheries Research Institute (BFRI) by in 1999. Preliminary success has been achieved to produce 10-12 pearls in the native mussel *L. marginalis* through mantle tissue operation But the pearl size, quantity of pearl production in an individual mussel and the shape of the pearl were not satisfactory. Further research is needed to refine the technology. However, the pearl culture research program was discontinued in 2001 due to lack of fund. Recently, the present Government directed BFRI to research on pearl production .In this context, the present project has been undertaken to conduct comprehensive research for developing a complete technology on the production of freshwater pearl.

C. Objectives of the Assignment

The main objective of the project or assignment is to develop pearl culture technology and mussel breeding technical knowledge and expert on this subject is not available in Bangladesh. So, foreign technical personnel’s are required to develop the technology.

D. Project Location

Pearl culture research site is Freshwater Station, Mymensingh and marine pearl culture research site is Marine Fisheries and Technology Station, Cox's Bazar, Bangladesh. The duty station of the Technicians will be BFRI Headquarters, Mymensingh, Bangladesh.

E. Scope of the Services Required

- The Technician & Expert shall work under the overall guidance of Project Director of the project.
- The Technician & Expert will undertake selection of native and foreign mussels for their suitability for pearl culture.
- The Technician & Expert will initiate pearl culture using the selected and foreign species and provide training to counterparts in the whole process of mussel surgery for pearl culture.
- The curding expert will initiate propagation of selected mussels for pearl culture. The Expert will be requested to :
 - Set up recirculation systems for juvenile mussel culture and host fish tests for mussel propagation.
- The both Technician & Expert will provide progress reports and final report during the consulting period.

F. Qualifications and Experiences:

- Must have minimum graduation degree in Fisheries/ Aquaculture/ Marine science with at least 6-8 years working experience on mussels breeding & culture in abroad.

Or

- In case of Highly practical experienced candidate, educational qualification might be relaxed.
- Highly trained experience persons will be preferred

G. Duration of the services:

For the position, duration of the consultancy services will be approximately 12 months and shall be completed by June 2019. The service period is expected to be at least two splits particularly covered two breeding seasons of mussels.

H. Reporting Obligations:

- Inception Report and work plan for the different spells of the assignment within 15 days of signing the agreement.
- All reports as well as interim progress report indicating output.
- Draft and Final report.

I. Facilities to be provided by the Project Office:

The Client will provide the following inputs and facilities:

- (1) Office space and other logistic support as per project provision.

- (2) All necessary letters of introduction, reference letter, communication, etc. will be provided or made to/for the Expert/Technician by Director General of BFRI and respective Project Director as and when required.
- (3) All available documents, papers, information, etc. relevant to the specific assignment will be provided or made accessible to the consultant by the respective counter-part staffs.

J. Counterpart staff:

Scientists of respective project will be the counterpart staffs on behalf of the Director General of BFRI or respective Project Director.

Section 4. Application Forms

- 4A Application Submission Form
- 4B Curriculum Vitae (CV) Form of the Expert and Technician
- 4C Indicative Fee

Form 4A. Application Submission Form

[Location, Date]

To
Project Director
Development and Dissemination of Pearl Culture Technology Project
Bangladesh Fisheries Research Institute, Mymensingh-2201.
Bangladesh.

Dear Sir,

I am hereby submitting my Application to provide the Technical Services for an International Mussel breeding expert or Pearl Culture Technician with your Request for application dated [*Insert Date*].

I undertake, if I am selected, to initiate the Technical Services related to the assignment not later than the date indicated in Clause Reference 26 (I) of the Application Data Sheet.

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

I remain,

Yours sincerely,

Signature:

Print name:

Address:

Form 4B. Curriculum Vitae (CV) for An International Mussel breeding expert/Pearl Culture Technician.

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged.]</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH				
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION: <i>(Application must submit relevant certificates).</i>	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialized education of the consultant].</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	Language	Speaking	Reading	Writing
		<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>	<i>[The Expert and Technician should clearly distinguish whether as an “employee” of the firm or as a “Technician” or “Advisor” of the firm].</i>			
		<i>[The Expert and Technician should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>			
	EMPLOYER 1	From:	To:		
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>		
		Name of the Organization:			
		Position:			
	EMPLOYER 2	Description of Duties:			
		From:	To:		
		Name of the Organization:			
		Position:			

		Description of Duties:	
EMPLOYER 3	From:	To:	
	Name of the Organization:		
	Position:		
	Description of Duties:		
EMPLOYER 4 (etc.)	From:	To:	
	Name of the Organization:		
	Position:		
	Description of Duties:		
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR 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 LITERACY		
13	ADDRESS		

Note:- 2 (two) copies of recent passport size photographs should be attached with the CV.

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 bio data 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	
Date of Signing	Day / Month / Year

Form 4C. Indicative Fees

The Individual Technician should provide an indication of the fees as per the format shown below. This will not be used for evaluation of the Expert and Technician proposal but solely for the purposes of Application Negotiations to be held as stated in ITA Clause 22.1

(1) Salaries and Remunerations¹

Rate (per month in United States Dollar)	Staff Time (m/m)	Total (United States Dollar)
	12	

(2) Reimbursable (as Applicable)

	Rate	Month	Total
(a) Per Diem Allowance (only for overnight stay outside Mymensingh).			
(b) Air Travel Costs 1. international two trips (up & down) 2. domestic trip			
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (travel documents, visa, health certificate, work permit if applicable)	Lump-sum		
		Sub-total	

CONTRACT CEILING (1) + (2)	
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¹ Salary will be determined through negotiation. Income tax and VAT as per government rule will be deducted from the bill/invoice and will be deposited to the Government treasury by Client on behalf of the Technician and Expert.

Section 5. Contract Forms

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

The **Annexes** to the formal Contract include a description of the Services, (composed of the revised TOR and work plan as finalized and agreed during the negotiations), the reporting requirements, and a breakdown of the Contract Price.

Contract Agreement

THIS CONTRACT (“the Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert name of Client]* (“the Client”) having its principal place of business at *[insert address of Client]*, and *[insert name of Expert and Technician]* (“the Technician/Expert”) having his/her address at *[insert address of Consultant]*.

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Scope of the Services	1.1 The Individual Expert/Technician shall perform the Services as specified in Annex A, “Description of the Services,” (“the Services”) which are made an integral part of this Contract.
	1.2 The Individual Expert/Technician shall provide reports as listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and shall provide the person listed in Annex C, “Cost Estimate of Services and Schedule of Rates” to perform the Services.
	1.3 The Services will be performed principally at one location as specified in Annex A. This location shall be known as the Duty Station for the purposes of Clause 4.3.
2. Duration of the Services	2.1 The Technician and Expert shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	<p>3.1 The Government requires that Clients, 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.</p> <p>3.2 In pursuance of this requirement, the Client shall:</p> <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. <p>if it 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.</p>
	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 as above only when a satisfactory explanation is not

	received.
	<p>3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(a) “<i>corrupt practice</i>” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;</p> <p>(b) “<i>fraudulent practice</i>” means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,</p> <p>(c) “<i>collusive practice</i>” means a scheme or arrangement among two and more Technician with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and</p> <p>(d) “<i>coercive practice</i>” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p>
	<p>3.5 The Government requires that the Client’s personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4. Payment	<p>4.1 <u>Ceiling</u></p> <p>(a) For Services rendered pursuant to Annex A, the Client shall pay the Expert/Technician an amount not to exceed a ceiling of <i>[insert ceiling amount]</i> as detailed in the Cost Estimate attached as Annex C.</p> <p>(b) This amount has been established based on the understanding that it includes all of the Expert/Technician’s costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>(c) The ceiling may only be increased above the amount stated on Clause 4.1(a) if the parties have agreed to additional payments for a modification to Contract in accordance with Clause 19.1.</p>
	<p>4.2 <u>Remuneration</u></p> <p>The Client shall pay the Expert/Technician for Services rendered in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services and Schedule of Rates.”</p> <p>(a) Where remuneration is expressed in terms of a monthly rate each month shall be deemed to be of thirty (30) days, and time spent in performing the Services shall include travel time, weekends and public holidays and to the extent specified in Clause 6 shall also include periods of leave. Remuneration is</p>

	<p>respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth (1/30th) of one month.</p> <p>(b) Where the remuneration is expressed in terms of a 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 in performing the Services, including travel time.</p> <p>(c) Except as otherwise agreed between the Client and the Consultant no remuneration shall be paid in respect of work performed other than during the term of the engagement as specified in the Contract.</p>
	<p>4.3 <u>Reimbursable</u></p> <p>In addition to the remuneration specified in Clause 4.2 and subject to the provisions of the Contract, the Client shall pay to or reimburse the Expert and Technician for the following allowances, costs and expenses on an actual cost basis unless otherwise specified on which monthly claims should be submitted to the Client with supporting documents.</p> <p>(a) <u>Per Diem Allowance.</u> During the Consultants term of engagement a daily per diem allowance for each day that he/she shall be absent overnight from the Duty Station for the purpose of the Services but not for the day of return thereto shall be paid in accordance with the Government's highest per diem rates as revised from time to time. No per diem allowances shall be paid in respect of periods of leave. Such remuneration shall be paid upon submission by the Consultant at the end each calendar month of a statement showing, inter alia, the time the Consultant spent during the relevant period performing the Services.</p> <p>(b) <u>Travel Costs.</u> All transportation costs properly and reasonably incurred by the Expert and Technician in traveling for the purpose of the Services within Bangladesh, including the cost of transportation by an appropriate means of public transport.</p> <p>(c) <u>Other Expenses.</u> All such reasonable reimbursable expenses of the consultant arising from directly out of the Services and not falling within the categories specified above as the Client may in its sole discretion approve.</p> <p>(d) Except as may be otherwise agreed, total payments in regard to reimbursable expenses shall not exceed the amount stated in Annex C.</p>
	<p>4.4 <u>Payment Conditions</u></p> <p>(a) Where the term of engagement is for a period of less than two months, the Expert and Technician shall submit an Invoice, (and supporting documentation) for Fees and Reimbursable every two weeks for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.</p> <p>(b) Where the term of engagement is for a period of more than two months, the Expert and Technician shall submit an Invoice, (and supporting documentation) for Fees and Reimbursable at the end of every month for due payments to be paid by the</p>

	<p>Client within thirty (30) days of submission of the Invoice.</p> <p>(c) All payments to the Expert/Technician shall be in United States Dollar.</p> <p>(d) The Expert and Technician shall not be entitled for any advance payment.</p> <p>(e) The final payment shall be made only after the final report shall have been submitted by the Technician and approved as satisfactory by the Client. If the Client notifies any deficiencies in the Services or the final report, the Technician shall promptly make any necessary corrections, to the satisfaction of the Client.</p> <p>(f) The Client may, by written notice of suspension to the Expert and Technician, suspend all payments to the Technician here under if the Expert/Technician fails to perform any of his/her obligations under this Contract.</p> <p>(g) Any amount paid to the Expert and Technician in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Technician 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.</p>
5. Medical Arrangements	5.1 Before commencement of Services the Expert and Technician shall undergo a medical examination by a qualified medical practitioner and furnish the Client with the medical report providing evidence satisfactory to the Client that the Technician and Expert is in good health and is not subject to any physical or mental disability which may interfere with the performance of the Services. The expenses so incurred shall be reimbursed by the Client to the Technician.
6. Leave	6.1 <u>Sick Leave</u> <p>(a) Entitlement to sick leave shall occur at the rate of one and one half (1.1/2) working days for every month during which the Expert/Technician is performing the Services.</p> <p>(b) Entitlement to sick leave shall be conditional upon the liability of the Technician t to perform the Services, and the Technician shall furnish the Client with all such medical and other evidence of his said inability as the Client may reasonably require.</p>
7. Services, Facilities and Property	7.1 The Client shall make available to the Expert and Technician for the purpose of the assignment and free of any charge, any Services, Facilities and property as he/she may reasonably require.
8. Project Administration	8.1 <u>Client's Representative</u> <p>The Client representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p>
	8.2 <u>Timesheets</u> <p>During the course of the work under the Contract, including field work, the Expert and Technician providing services may be required</p>

	to complete timesheets or any other document used to identify time spent, as instructed by the Client's Representative.
	<p>8.3 <u>Reports</u></p> <p>During the course of the assignment, the Technician shall submit to the Client reports as listed in Annex B, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 3.</p>
9. Performance Standard	9.1 Expert/Technician undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
	9.2 At all times he/she shall act with appropriate propriety and discretion and he/she shall refrain from engaging in any political activity.
10. Confidentiality	10.1 The Technician shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
11. Technician and Expert Obligations	11.1 After the termination of the engagement the Technician shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him/her.
	11.2 The Expert/Technician shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.
	11.3 The Expert/Technician shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within his/her knowledge may have caused such accident or injury.
	11.4 The Expert/Technician shall also report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
12. Ownership of Material	12.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Expert/Technician for the Client under the Contract shall belong to and remain the property of the Client. The Technician may retain a copy of such documents and software, with written approval of the Client.
	12.2 The Expert/Technician shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
13. Expert/Technician Not to be	13.1 The Expert/Technician agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from

Engaged in Certain Activities	providing goods, works or Services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
14. Relationship of the Parties	14.1 Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent Contractor between the Client and the Consultant.
15. Contractual Ethics	15.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution.
16. Assignment	16.1 Neither the Client nor the Expert/Technician shall assign, in whole or in part, their obligations under this Contract.
17. Law Governing Contract	17.1 The Contract shall be governed by the laws and any other instruments having the force of law in the Peoples' Republic of Bangladesh as they may be issued and in force from time to time.
18. Language Governing Contract	18.1 The language of the Contract shall be English.
19. Modification of Contract	19.1 The Contract may be modified by agreement in writing by the Parties.
20. Termination	<p>20.1 <u>By the Client</u></p> <p>The Client may terminate this Contract by not less than twenty-eight (28) days written notice to the Expert/Technician, such notice to be given after the occurrence of any of the events specified below:</p> <ul style="list-style-type: none"> (a) if the Expert/Technician does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing; (b) if the Expert/Technician has become insolvent or bankrupt; (c) if, as the result of Force Majeure, the Expert/Technician is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days; (d) if the Expert/Technician, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contractor; or (e) if the Client, in its sole discretion, decides to terminate this Contract.
	<p>20.2 <u>By the Technician/Expert</u></p> <p>The Expert/Technician may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:</p> <ul style="list-style-type: none"> (a) if the Client fails to pay any monies due to the Expert/Technician pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days

	<p>after receiving written notice from the Expert/Technician that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Expert/Technician is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days.</p>
21. Dispute Resolution	<p>21.1 <u>Amicable Settlement</u></p> <p>The Client and the Expert/Technician 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 <u>Arbitration</u></p> <p>If the dispute cannot be settled through adjudication the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force</p>
22. Notices and Requests	<p>22.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English Language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address as specified in Annex A.</p>

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

FOR THE CLIENT

FOR THE EXPERT/TECHNICIAN

Signature

Signature

Print Name & Position:

Print Name:

LIST OF ANNEXES

Annex A: Description of the Services

Annex B: Expert/Technician's Reporting Obligations

Annex C: Cost Estimate of Services and Schedule of Rates

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 Expert/Technician be required to travel.*
- 2. Indicate the name and contact address and telephone number(s) of the Client's representative, in accordance with Clause 8.1 of the Contract Agreement.*
- 3. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*

ANNEX B: Expert/Technician's Reporting Obligations

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report including work plan	Expert/Technician's description of service, main activities, work plan, output & outcomes.	Project Director	Within 15 days of contract signing
2	Interim Progress Report (a) First Status Report (b) Second Status Report (c) Third Status Report (d) Fourth Status Report	(a) Findings & progress of activities of first 03 months. (b) Findings & progress of activities of 06 months. (c) Findings & progress of activities of 09 months. (d) Findings & progress of activities of 12 months.	Project Director	(a) After 03 months of contract signing. (b) After 06 months of contract signing. (c) After 09 months of contract signing. (d) Within 12 months of contract signing.
3	Draft Report	Draft report as per description of service.	Project Director	30 days ahead of contract completion.
4	Final Report	Final report as per description of service	Project Director	At the end of contract

ANNEX C: Cost Estimate of Services and Schedule of Rates

(1) Salaries and Remunerations

Rate (per month in United States Dollar)	Staff Time (m/m)	Total (United States Dollar)
	12	

(2) Reimbursable (as Applicable)

	Rate	Month	Total
(g) Per Diem Allowance (only for overnight stay outside Mymensingh).			
(h) Air Travel Costs 1. international two trips (up & down) 2. domestic trip			
(i) Other Travel Costs (state mode of travel)			
(j) Communication charges			
(k) Reproduction of Reports			
(l) Other Expenses (travel documents, visa, health certificate, work permit if applicable)	Lump-sum		
		Sub-total	

CONTRACT CEILING (1) + (2)	
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Note: Income tax and VAT as per government rule will be deducted from the bill/invoice and will be deposited to the Government treasury by Client on behalf of the Expert/Technician.