



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

Standard Request for Application (SRFA)

**Selection of Individual Exhibits Consultant (International)
(Time Based)
For
Establishment of Novotheatre, Rangpur Project**

EoI Memo No. **39.05.0000.003.14.048.24-626**

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Section 1. Instructions to Applicants

A. General	
Scope of Assignment	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.
Source of Funds	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.
Corrupt, Fraudulent, Collusive or Coercive Practices	3.1 The Government requires that Client, as well as Applicant, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under GoB funds.
	3.2 In pursuance of this requirement, the Client shall: <ul style="list-style-type: none"> (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds. <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.
	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.
	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.
Eligible Applicants	4.1 The Applicant shall be citizen of any country except Israel.
	4.2 The Applicant has the legal capacity to enter into the Contract.





	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.
	4.4	The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws or regulations.
	4.5	Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual consultant 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.
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		
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.




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.
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	
Application Language	9.1 The Application, as well as all correspondences and documents relating to the Application shall be written in the English language unless specified otherwise in the ADS.
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.
Client Inputs	11.1 In preparing the Application the Applicant may assume that the Client will: <ul style="list-style-type: none"> (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.
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	
Application Sealing and Marking	<p>13.1 The Applicant shall enclose the original and all copies of the Application in one envelope, and the envelope shall:</p> <p>(a) bear the name and address of the Applicant;</p> <p>(b) be addressed to the Client at the address specified in the ADS; and</p> <p>(c) bear the name of the Assignment as specified in the ADS.</p>
Application Submission Deadline	<p>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.</p>
	<p>14.2 The Application may be hand delivered or posted by registered mail or sent by courier or submitted through Email. The Client shall, on request, provide the Applicant with a receipt showing the date and time when its Application was received.</p>
	<p>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</p>
Application Submitted Late	<p>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.</p>
Application Modification Substitution or Withdrawal	<p>16.1 The Application may be modified, substituted, or withdrawn before the deadline for submission of Applications specified in ITA Clause 14.</p>
E. Application Opening and Evaluation	
Application Opening	<p>17.1 The Client shall open all Applications promptly after the submission deadline. There shall be no public opening of Applications.</p>
Confidentiality	<p>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.</p>
Application Clarification	<p>19.1 The Client may, in writing, ask Applicants for clarification of their Applications in order to facilitate the examination and evaluation of Applications.</p>
Contacting the Client	<p>20.1 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client.</p>
	<p>20.2 Any effort by a Applicant to influence the Client in its decisions on the</p>




	examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of its Application.
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.
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.
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	
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.
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.
Commence ment 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 Consultants.
ITA 1.1: Client	<p>The Client is Project Director Establishment of Novotheatre, Rangpur Project Novotheatre Bijoy Sarani, Dhaka-1215 Phone : +88022223314944 Email : bsmrnovotheatre.rangpur@gmail.com</p> <p>Name of position of the Consultant: Individual Exhibits Consultant (International) (Time Based) for Establishment of Novotheatre, Rangpur Project.</p> <p>The objectives and brief description of the Services: Provided in Section 3: Terms of Reference.</p>
ITA 2.1: Source of Fund	The Source of Fund: Development Budget of Government of Bangladesh.
ITA 4.1: Non-eligible countries	Applicants except from Israel.
ITA 7.1: Clarification of Application	<p>For Clarification of Application purposes only, the Client's address is:</p> <p>Attention: Md.Abdul Halim Project Director Establishment of Novotheatre, Rangpur Project Novotheatre, Bijoy Sarani, Dhaka-1215.</p>
ITA 9.1: Language of Application	The Application shall be completed and written in the English Language.
ITA 11.1(a) : Inputs and facilities	<p>The Client will provide the following Inputs and facilities:</p> <p>a. Office space and other logistic support will be provided as per project provision.</p> <p>b. All necessary letters of introduction, reference letter, communication, etc. will be provided/made to/for the consultant by Project Director as and when required.</p> <p>c. All available documents, papers, information, etc. relevant to the specific assignment will be provided/made accessible to the consultant by the Project Authority.</p>
ITA 12.2: Submission of Application	<p>The Individual Applicant must submit the original along with a soft copy. Application also may be submitted to the email address of the client.</p> <p>Email : bsmrnovotheatre.rangpur@gmail.com</p>





ITA 13.1: Application submission address	The Application submission address is: Establishment of Novotheatre, Rangpur Project Novotheatre Bijoy Sarani, Dhaka-1215	
ITA 14.1: Submission Deadline	Applications must be submitted not later than 22 October 2025	
ITA 21.1: Evaluation of Applications	Criteria, sub criteria, and point system for the evaluation of Applications are:	
	<u>Criteria, sub-criteria</u>	<u>Points</u>
	General qualifications (academic background)	30
	Experience relevant to the assignment	60
	Experience in developing countries.	10
	Total points for the three criteria:	100 points
ITA 22.1: Address for Contract address negotiations	The address for Contract negotiations is: Project Director Establishment of Novotheatre, Rangpur Project Novotheatre Bijoy Sarani, Dhaka-1215.	
ITA 26.1 : Duration and Phases	The appointment will be for 04 (four) months in two phases for the position. The location of the services is to be based in Dhaka and Rangpur, Bangladesh.	





Section 3. Terms of Reference (ToR)

Individual Exhibits Consultant (International) (Time Based)

The Terms of Reference (TOR) is the key document in the Request for Application (RFA). It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant and expected results and deliverables. Adequate and clear ToR is essential for the understanding of the assignment and its correct execution by the Consultant. It also helps reducing the risk of ambiguities during the preparation of Proposals by the Consultant, contract negotiation and delivery of the Services.

A. Background:

As a part of establishing the Novotheatre in all the divisional headquarters, the government has undertaken “Establishment of Novotheatre, Rangpur Project” The project encompasses the construction of a modern, tilted-dome Planetarium with Digital Projection System, Scientific and Digital Exhibits, X-D Simulation Theater and Immersive Simulation Theatre. These features are designed to foster interest in science and technology among the general public, especially students and to nurture a scientific mindset in the community. It will be an institution of edutainment mainly for popularizing science among the public and creating awareness among the young generation of North Bengal towards science education. There is the provision of employing Individual Exhibits Consultant (International) (Time Based) in RDPP to install the state of the art Scientific and Digital Exhibits.

B. Project Objectives:

The following objectives of the project have been set for the Establishment of Novotheatre, Rangpur Project:

- i. To create facilities for education through entertainment for general mass, especially for the students.
- ii. To create interest in young generation in studying science & technology.
- iii. To inculcate positive scientific attitude in the public mind and to help eradicate superstitions and blind faith from the society.

C. Scope of Services:

The Individual Exhibits Consultant (International) will provide specialized technical and advisory services to support the successful Installation, Testing, and Commissioning of Scientific, Digital Exhibits, XD Simulation Theatre, Immersive Ride Simulator for Establishment of Novotheatre, Rangpur Project”. The consultant will ensure the implementation of the project following Terms of Reference (ToR).

D. Duties and Responsibilities:

1. To select suitable location for scientific & digital exhibits, XD Simulator & Immersive Ride



- Simulator and to monitor, installation, testing and commissioning work for Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator;
2. To list out the various executable tests during the pre-commissioning and commissioning stage for ensuring the proper functionalities of the Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator in line with their Technical Specifications;
 3. To prepare compliance report of the commissioned Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator and their accessories as per Technical Specifications;
 4. To prepare the checklists as per Technical Specification and BoQ of Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator for carrying out the Acceptance Tests;
 5. To assist the Acceptance Test Committee in carrying out the various tests for ensuring the proper functionalities of the Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator;
 6. To prepare "As built Drawings" and to carry out any other services related to the project as instructed by the project authority.

E. Selection Criteria (Qualifications and experience) required:

Exhibits Consultant should have at least-

1. Masters Degree in physics/ astronomy/ related discipline or B. Sc. Engineering degree in related field;
2. 10 years general experience in related field;
3. 07 years specific experience in consultancy service or leading role in selecting and setting up scientific & digital exhibits/XD Simulator with satisfactory operation.
4. Knowledge in 4.0 IR will be preferred.

F. Duration of Assignment:

The estimated duration of the overall assignment is 4 (four) months in two phases as mentioned in the following:

1st phase (2 months)

1. To select suitable location for scientific & digital exhibits, XD Simulator & Immersive Ride Simulator and to monitor, installation, testing and commissioning work for Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator;
2. To list out the various executable tests during the pre-commissioning and commissioning stage for ensuring the proper functionalities of the Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator in line with their Technical Specifications;
3. To prepare compliance report of the commissioned Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator and their accessories as per Technical Specifications;

2nd phase (2 months)

1. To prepare the check lists as per Technical Specification and BoQ of Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator for carrying out the Acceptance Tests;
2. To assist the Acceptance Test Committee in carrying out the various tests for ensuring the proper functionalities of the Scientific and Digital Exhibits, XD Simulation Theatre and Immersive Ride Simulator;
3. To prepare "As built Drawings" and to carry out any other services related to the project as instructed by the project authority.



G. Phase Duration:

1. The Phase duration or time gap between the phases may vary depending on project implementation progress. But total duration of overall assignment will remain unchanged.
2. It is a composite assignment to complete all the works related to Scientific, Digital Exhibits, XD Simulation Theatre, Immersive Ride Simulator within 4 (four) months under the project. In case of any unavoidable circumstances or time extension of the project, the consultant has to complete the assignment within stipulated 4 (four) months. No additional cost will be incurred for this assignment.

H. Location and Report Generation:

1. The Consultant has to perform the assignment in Dhaka and Rangpur depending on project need. The main location or duty station will be Dhaka.
2. Duration at location may be varied depending on situation. Probable location 3 (three) months at project office at Novotheatre, Bijoy Sarani, Tejgaon, Dhaka-1215 and 1 (one) month at project site office in Rangpur.
3. The consultant shall submit periodic report monthly, quarterly and a final report at the end of the contract to the Project Director.

I. Support to be provided by the Project Authority:

1. To coordinate among the ministries, directorates or departments of GoB, consultants, suppliers and other stakeholders involved with the project;
2. To arrange regular progress review meetings to ensure that the project is running as per its implementation schedule;
3. To provide necessary documents as per need;
4. To provide timely payment of submitted bill as per legal claim;
5. The project authority may extend time for submission of periodical report on the demand of justice.

J. Remuneration and Other expenses:

1. The consultant will be paid monthly in accordance with the guideline of PPR,2008.
2. Payment will be deliverable based followed by periodical reports.
3. The financial package includes only remuneration/fee.
4. Reimbursable expenses will be adjusted on actual basis.
5. VAT and TAX will be deducted from bill as per government rule.
6. The consultant has to use own Laptop.

K. Amendment:

The project authority may alter add or subtract any of the provision mentioned in the ToR for smooth implementation of the project and it will 'be binding upon the appointed or to be appointed consultant.



Section 4. Application Forms

Form 4A : Application Submission Form

Form 4B : CV of the Applicant

Form 4C: Remuneration and Reimbursable





Form 4A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Attachment:

Tel:



Form 4B. 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	<u>Language</u>	<u>Speaking</u>	<u>Reading</u> <u>Writing</u>
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i> <i>Excellent</i>
9	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 Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i> <i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>		
	EMPLOYER 1	FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>	
	EMPLOYER 2	FROM:	TO:	
	EMPLOYER 3	FROM:	TO:	
	EMPLOYER 4 (etc)	FROM:	TO:	

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

CERTIFICATION

[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing dd / mm / yyyy			

[Handwritten signature]

[Handwritten signature]



Form 4C. Indicative Remuneration & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

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

CONTRACT CEILING (1) + (2)	
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Section 5. 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.

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

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.

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.

Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The Government requires that Client , as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.

3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**

3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.



3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:

- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
- (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

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

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

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

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

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



Applicable Law	17.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh
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.
Modification of Contract	6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.
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.
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.
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

Ceiling Amount	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
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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.

Reimbursables

12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.

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.

Payment Conditions

13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.

[For aid funded procurement Advance Payments may be applicable. However, for 100% GoB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]



- 13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 13.4 **Final Payment:**The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

Obligations of the Consultant

Medical Arrangements

- 14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.

Working Hours and Leave

- 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.



Performance Standard

16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

Contract Administration

17.1 Client's Representative

The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.

17.2 Timesheets

The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.

Confidentiality

18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.

Consultant's Liabilities

19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.

19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.

Consultant not to be Engaged in Certain Activities

20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

Services, Facilities and Property

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

Termination and Settlement of Disputes

Termination

22.1 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.

22.2 By the Consultant

The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.

Dispute Resolution

23.1 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.

23.2 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.

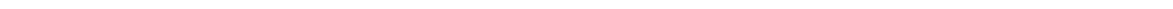
IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first above written.

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

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

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

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





