

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Request for Application (SRFA)
Selection of Individual Consultant (National)

(Lump Sum based)

Central Procurement Technical Unit
Implementation Monitoring and Evaluation Division
Ministry of Planning

August 2009 **PS3**

Guidance Notes on the Use of the Standard Request for Application for Selection of Individual Consultants (National)

These guidance notes have been prepared by the CPTU to assist a Client in the preparation, using the Standard Request for Application (SRFA), for procurement of Individual Consultants (National). The Client should also refer to the Public Procurement Act 2006 (Act No 24 of 2006), and the Public Procurement Rules 2008, issued to supplement the Act available on CPTU's website: **www.cptu.gov.bd/.** All concerned are advised to refer to the aforementioned Act and Rules while participating in any selection process of Consultants.

Individual Consultants shall be employed in accordance with Section 38 of the Public Procurement Act 2006 and Rule 112 of the Public Procurement Rule 2008 for assignments for which the qualifications and experience of the individual are the overriding requirements and no team of staff and no additional professional support are required.

This document shall be used when a Procuring Entity (the Client) wishes to select an Individual Consultant (National) for **assignments for which the qualifications and experience of the individual are the overriding requirement**, for which payment is linked to reports/deliverables prepared and submitted by the Consultant on specific dates i.e**. payment related to milestone basis.**

Lump sum based contracts are not commonly used in the selection of Individual Consultants. Lump sum based contracts are recommended when the Scope of the Services is clearly defined and Consultant's remuneration is linked to the delivery of certain outputs, usually reports, etc. A major advantage of the **lump-sum** contract is the simplicity of its administration; the Client needs only to be satisfied with the output.

SRFA (PS3) has been designed to suit the particular needs of procurement within Bangladesh, and has four (4) Sections, of which **Section 1:** Information to the Applicants and the Contract Agreement in **Section 4 must not be altered or modified under any circumstances.**

The Client addresses its specific needs through the **Section 2:** Terms of Reference (TOR). The way in which an Applicant expresses his/her interest is by completion and submission of the Application Forms in **Section 3.**

Guidance notes in brackets and italics are provided for both the Client and the Applicants and as such the Client should carefully decide what notes need to remain and what other guidance notes might be required to assist the Applicant in preparing its Application submission; so as to minimize the inept Selection process.

SRFA (PS3), when properly completed will provide all the information that an Individual Consultant (National) needs in order to prepare and submit an Application. This should provide a sound basis on which the Client can fairly, transparently and accurately carry out an evaluation process on the application submitted by the Individual Consultant.

SRFA(PS3) duly tailored may also be used for the purpose of Single Source Selection Method.

The following briefly describes the Section of SRFA (PS3) and how a Client should use these when preparing a particular request for Applications.

Section 1: Information to the Applicants

This Section provides relevant information to help Consultants prepare their Applications. Information is also provided for submission, opening, and evaluation of Applications and on the award of Contract.

This Section also contains the criteria for selection of suitable Applicant
The text of the clauses in this section shall not be modified.

Section 2. Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the Individual Consultant to clearly understand the assignment. This section lists the Services and surveys that may be necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and Consultants' respective responsibilities.

Section 3. Application Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to readily understand and evaluate Applications in accordance with the pre-disclosed criteria. The completed forms will indicate details of the Applicant's qualifications and experience best suited to the specific assignment.

Section 4. Contract Agreement Forms

The Form of Contract Agreement which, once completed and signed by the Client and the Consultant clearly defines the Client's and Consultants' respective responsibilities. The Annexes to the formal Contract include a Description of the Services, the Reporting Schedule and **Cost estimates** of Services.

Table of Contents

Section 1. Information to the Applicants 5

A. General 5

1. Scope of assignment 5
2. Qualifications of the Applicant 5
3. Eligible Applicants 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices 6
5. Conflict of Interest 6

B. Preparation, Submission & Modification or Substitution of Applications 7

6. Preparation of Application 7
7. Submission of Application 7

C. Evaluation of Applications 7

8. Evaluation of applications 7
9. Application Negotiations 9

D. Award of Contract 9

10. Award of Contract 9
11. Debriefing 9
12. Commencement of Services 9

Section 2. Terms of Reference 10

Section 3. Application Forms 12

Form 3A. Application Submission 13

Form 3B. Curriculum Vitae (CV) of the Applicant 14

Form 3C. Indicative Remuneration & Expenses 16

Section 4. Contract Forms 17

4.1 Contract Agreement (Time-based) 18

General 18

1. Services 18
2. Duration 18
3. Corrupt, Fraudulent, Collusive or Coercive Practices 18
4. Applicable Law 19
5. Governing Language 19
6. Modification of Contract 19
7. Ownership of Material 19
8. Relation between the Parties 19
9. Contractual Ethics 19

Payments to the Consultant 20

10. Ceiling Amount or Contract Price 20
11. Lump-Sum Payment 20
12. Payment Conditions 20

Obligations of the Consultant 20

13. Medical Arrangements 20
14. Performance Standard 20
15. Contract Administration 20
16. Confidentiality 21
17. Consultant's Liabilities 21

18. Consultant not to be Engaged in Certain Activities 21
Obligations of the Client 21
19. Services, Facilities and Property 21
Termination and Settlement of Disputes....21
20. Termination....21
21. Dispute Resolution 21
ANNEX A: Description of the Services....23
ANNEX B: Cost estimates of Services and Schedule of Rates....24
ANNEX C: Consultant's reporting Obligations & Payment Schedule 25
Request for Expressions of Interest....26

Section 1. Information to the Applicants

A. General

1. Scope of assignment

1.1 The Client has been allocated Public fund for ……..(*Name of the Project….)* and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.

2. Qualifications of the Applicant

2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.

2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]

3. Eligible Applicants

3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions

3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008

3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications

3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.

3.5 The Applicant has the legal capacity to enter into the Contract

3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.

3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.

3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5

4. Corrupt, Fraudulent, Collusive or Coercive Practices

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

4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**

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

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

(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and

(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

5. Conflict of Interest

5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.

5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application

6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:

(a) Form 3A: Application Submission Form;
(b) Form 3B: CV of the Applicant; and
(c) Form 3C: Remuneration and Reimbursable

6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.

7. Submission of Application

7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.

7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.

7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.

7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.

7.5 Applications may be modified or substituted before the deadline for submission of Applications.

7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.

7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications

8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.

8.2 The points to be given under each of the evaluation Criteria are:

[Client shall fixed the Points]

Criteria	**Points**
• Educational Qualification	*[20 - 25 points]*
• Relevant Working Experience and its adequacy for the assignment	*[60 – 70 points]*
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	*[10 - 20 points]*
Total points:	**95 points**

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70]* shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants

8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.

8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.

8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.

8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)

8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.

8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

9. Application Negotiations

9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.

9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded

9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"

9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.

9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

10. Award of Contract

10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

11. Debriefing

11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.

11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

12. Commencement of Services

12.1 The applicant is expected to commence the assignment on [.. insert date…] at the location [insert place..)]. The duration of the contract shall be […. Months] from the date of commencement.

Section 2. Terms of Reference

The Terms of Reference contain the following sections, expanded as deemed necessary:

(a) Back ground and general descriptions;
(b) Objectives of the Services required;
(c) Scope of the Services required (duties and responsibility);
(d) Selection Criteria
(e) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant.

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

[The Client should explain in clear terms what is required of the Applicant if he/she is to be hired.].

Sample TOR & Advertisement

Job #	071075
Job Title	Economist
Job Family	Poverty Reduction
Location	Dhaka, Bangladesh
Appointment	Local Hire
Job Posted	19-Jul-2007
Closing Date	10-Aug-2007
Language Requirements	Bangla [Essential]; English [Essential]
Computer literacy	MS Word, MS Excel & MS Project
Appointment Type	Term (Duration: 2 yrs), may be extended based on requirement and performance of the incumbent.

Background and General Description

The Poverty and Finance unit (SASPF) of the Ministry of Social Welfare is seeking an experienced professional economist to assist its analytical and operational work on Bangladesh. This position is initially a fixed-term position for two years and could be renewed if needed and warranted by the candidate's performance. This is subject to local recruitment under the Bangladesh compensation plan.

Our Strategic Objectives:

- *Support policies and interventions that promote growth, reduce poverty, inequality and vulnerability; promote gender equity, and empower the poor;*
- *Promote local public institutions that are effective, responsive and accountable;*
- *Deliver programs having broad country and stakeholder ownership and which are integral components of our national Strategies.*

Our Values:

- *Focusing on results on the ground;*
- *Building country capacity and knowledge;*

- *Forging partnerships with the public and private sectors;*
- *Being collaborative and innovative;*
- *Respecting differences and encouraging diversity of thinking;*
- *Being at the frontier of knowledge in our areas of expertise.*

Our Structure:

The Sr. Economist will report to the …….. . S/he will work closely with other members of MOSW.

Duties and Responsibilities

The Sr. Economist/Economist will:

- *Contribute to Analytical and Advisory Activities (AAA) and Technical Assistance (TA) in the areas of international trade and finance, economics of the public sector, and macroeconomic management;*
- *Contribute to the design of the operational and analytical work in alignment with the growth and poverty alleviation objectives of the country;*
- *Establish partnerships with other bilateral and multilateral agencies, increasing cooperation and leveraging resources in analytical and operational work;*
- *Contribute to economic analyses of important projects, including infrastructure projects possible future economic policy based lending operations, coordinating closely across sectors as appropriate;*
- *Participate in missions in area of economic specialization, provide economic inputs and guidance to counterparts, assess economic policy issues, prepare terms of reference for assigned economic work;*
- *Assist in the preparation of economic briefs as required for Annual Meetings with the Development partners;*
- *Disseminate findings of analytical work through seminars, publications, and conferences.*

Selection Criteria

Candidates meeting the following requirements are encouraged to apply:

Minimum Educational Qualifications: [Insert Educational Qualifications]
Minimum Relevant working Experience: [Insert years of Experience]

- *Preferably a Ph. D or at least a master's degree in economics;*
- *Minimum 5 years experience in the relevant filed;*
- *Strong background in international trade and finance, public finance and macroeconomics;*
- *Close familiarity with Bangladesh's development problems and issues and some research and working experience in the above areas;*
- *Familiarity with relevant local institutions, economic research work and the sources of economic data in Bangladesh;*
- *Excellent analytical and communications skills and ability to write clearly and concisely;*
- *Strong interpersonal skills and ability to work effectively in a team-based environment and under tight time constraints;*
- *Ability to provide the full range of operational assistance with independent responsibility;*
- *Demonstrated ability to carry out research and analytical tasks and to contribute to resolution of sector and country issues;*
- *Ability to build effective working relations with Client's and colleagues.*

[Example: Applicants must have overall working Experience of 15 years with at least 10 years Working Experience in the relevant field of assignment]

Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

[*Location*: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:

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

1	PROPOSED POSITION FOR THIS PROJECT	:	*[From the Terms of Reference, state the position for which the Consultant will be engaged.].*
2	NAME OF PERSON	:	*[state full name]*
3	DATE OF BIRTH	:	[dd/mm/yy]
4	NATIONALITY	:	
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES		*[state rank and name of society and year of attaining that rank].*
6	EDUCATION		*[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].*
7	OTHER TRAINING		*[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].*
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u> <u>Reading</u> <u>Writing</u> *e.g. English* *Fluent* *Excellent* *Excellent*
9	COUNTRIES OF WORK EXPERIENCE		
10	EMPLOYMENT RECORD *[starting with present position list in reverse order* **[every employment held and state the start and end dates of each employment]**		*[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].* *[The Applicant should clearly indicate the Position held and* ***give a brief description of the duties*** *in which the Applicant was involved].*
	EMPLOYER 1	FROM: *[e.g. January 1999]*	TO: *[e.g. December 2001*
	EMPLOYER 2	FROM:	TO:
	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4 (etc)	FROM:	TO:

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

CERTIFICATION
[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing dd / mm / yyyy			

Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

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

CONTRACT CEILING (1) + (2)	

Section 4. Contract Forms

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

4.1 Contract Agreement (Time-based)

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

1.	Services	1.1 The Consultant shall perform the Services specified in Annex A *(Description of Services),* which are made an integral part of the Contract.
2.	Duration	2.1 The Consultant shall perform the Services during the period commencing from *[dd/mm/yy]* and continuing until *[dd/mm/yy]*, or any other period as may be subsequently agreed by the parties in writing.
3.	Corrupt, Fraudulent, Collusive or Coercive Practices	3.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
		3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
		3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
		3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall: (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

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

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

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

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

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

4. Applicable Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh

5. Governing Language

5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.

6. Modification of Contract

6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.

7. Ownership of Material

7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract.

8. Relation between the Parties

8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.

9. Contractual Ethics

9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.

Payments to the Consultant

10. Ceiling Amount or Contract Price

10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk *[insert amount]*, which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in **Annex B**

11. Lump-Sum Payment

11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs **(Remuneration & Reimbursable)** required to carry out the services described in **Annex A**

12. Payment Conditions

12.1 **Currency:** Payments shall be made in Bangladesh Taka.

12.2 **Payments:** Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in **Annex C**

12.3 The Consultant shall submit an Invoice at the periods specified in **Annex C** after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.

12.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

Obligations of the Consultant

13. Medical Arrangements

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

14. Performance Standard

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

15. Contract Administration

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

15.2 **Reports:** During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in **Annex C**, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.

16. Confidentiality

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

17. Consultant's Liabilities

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

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

18. Consultant not to be Engaged in Certain Activities

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

Obligations of the Client

19. Services, Facilities and Property

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

Termination and Settlement of Disputes

20. Termination

20.1 **By the Client**

The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.

20.2 **By the Consultant**

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

21. Dispute Resolution

21.1 **Amicable Settlement**

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

21.2 **Arbitration**

If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT	FOR THE CONSULTANT
Signature	Signature
Print Name & Position:	Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

ANNEX A: Description of the Services

[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 [*state monthly, daily or hourly*] rate		Sub-Total (A)	

(B) Reimbursable

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

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

ANNEX C: Consultant's reporting Obligations & Payment Schedule

(Sample Format)

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

NB: A sample Payment schedule has been shown below:

- **Interim Report:** Twenty-five (25) percent of the lump-sum Contract Price shall be paid upon submission of the Interim Report duly accepted by the Client.
- **Draft Final Report:** Thirty-five (35) percent of the lump-sum Contract Price shall be paid upon submission of the Draft Final Report duly accepted by the Client.
- **Final Report:** Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client.

Request for Expressions of Interest

This is the website format and as used for published advertisement.
It is included in this document for information only]

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH					
1	Ministry/Division	< select >	V		
2	Agency	< select >	V		
3	Client Name	< type in name >			
4	Client Code	Not used at present			
5	Client District	< select >	V		
6	Expression of Interest for Selection of	< type in name >			
7	EOI Ref No	< type in name >			
8	Date	< select >	V		
KEY INFORMATION					
FUNDING INFORMATION					
10	Source of Funds	< select >	V		
11	Development Partners (if applicable)	< type in name >			
PARTICULAR INFORMATION					
12	Project / Programme Code (if applicable)	< use MOF code >			
13	Project / Programme Name (if applicable)	< use MOF name >			
		Date		**Time**	
14	EOI Closing Date and Time	< select >	V	< select >	V
		< type in name >			
INFORMATION FOR APPLICANT					
16	Brief Description of Assignment	< type in details >			
17	Qualification and Experience	< type in details >			
18	Other Details (if applicable)	< type in details >			
CLIENT DETAILS					
21	Name of Official Inviting EOI	< type in name >			
22	Designation of Official Inviting EOI	< type in name >			
23	Address of Official Inviting EOI	< type in name >			
24	Contact details of Official Inviting EOI	, Tel. No. >	< Fax No. >	< e-mail >	
25	The Client reserves the right to reject all EOI's				

< select > : these fields are "pop-up" fields and the Client will only have to select the correct name, address or date in order to complete the form.

< type in name > : these fields are to be completed by typing in the relevant data.

This letter will be self generated from the webpage Advertisement

1
2
3
5

Request for Expression of Interest
For Selection of [6]

EOI Ref No: [7] Date: [8]

The [3] has been allocated public funds from the Government of the Peoples Republic of Bangladesh (GoB) toward the cost of the [13], and intends to apply part of the proceeds of these funds to payments under the contract for the provision of consultancy services for the project by an individual consultant (national).

The services include [16]

The qualification and experience required for the assignment is as follows: [17]

The [3] now invites eligible Applicants to apply for the positions. . Applicants are invited to provide information indicating that they are qualified to perform the services (complete CV with other details as required as per the Application Forms)

A Consultant will be selected using the selection of individual consultant sub-method in accordance with the Public Procurement Ruless 2007. It is expected that the services will be commenced on [20 (3)] at [20 (2)] and shall be completed on [20 (4)] at [21 (2)].

Interested consultants are required to submit their expressions of interest in accordance with the standard Application Forms which may be obtained by the office of the undersigned during normal office hours (or available in the website:www…….).

Expressions of Interest shall be submitted by [14(2)] on [14(1)], in sealed envelope delivered to [21], and be clearly marked “Request for Expressions of Interest for Selection of [6].

[25]

[21]
[22]
[23]
[24]