

Palli Karma-Sahayak Foundation (PKSF)
PKSF Bhaban, Plot: E-4/B, Agargaon Administrative Area, Sher-e
Bangla Nagar, Dhaka-1207



Request for Application (RFA)
for
Selection of Individual Consultant (National)

Name of the Service: Selection of an Individual Consultant for Preparing Strategy Paper on 'Small Scale Fish Processing & Marketing in Bangladesh for Domestic Market' of Rural Microenterprise Transformation Project (RMTP) of PKSF

Name of the Method: Individual Consultant Selection (ICS)

(Lump-Sum based)

Memo No: 53.23.0000.001.03.077.24-3490
Package No: PKSF/RMTP (2023-24)/SD-12
Issued on: 10 June 2024



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.



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Section 1. Information to the Applicants

A. General

- | | |
|------------------------------------|---|
| 1. Scope of assignment | 1.1 The Client has been allocated Public fund for ‘ Microenterprise Development 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 | <p>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.</p> <p>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.</p> <p><i>[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]</i></p> |
| 3. Eligible Applicants | <p>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</p> <p>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</p> <p>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</p> <p>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.</p> <p>3.5 The Applicant has the legal capacity to enter into the Contract</p> <p>3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.</p> <p>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.</p> <p>3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5</p> |



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 12 October 2020 on or before by 2:30 PM. Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.



C. Evaluation of Applications

8. Evaluation of applications

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

8.2 The points has been allocated under each of the evaluation Criteria are:

Criteria	Points
• Educational Qualification	10 points
• General Experience /Overall Experience	10 Points
• Relevant Working Experience and its adequacy for the assignment	55 points
• Works undertaken that best illustrate the capability to handle the work	10 points
• Publication, Computer Skills, Proficiency in English and Bengali languages	10 points
Total points:	95 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 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 finalize the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services”
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed 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 01/09/2024 at PKSF Bhaban, Plot # E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207. The duration of the contract shall be 04 months from the date of commencement. |



Section 2. Terms of Reference

Terms of Reference (ToR) for Selection of Individual Consultant for Preparing a Strategy Paper on ‘Small Scale Fish Processing & Marketing in Bangladesh for Domestic Market’ of Rural Microenterprise Transformation Project (RMTP) of PKSf

1. Introduction:

Palli Karma-Sahayak Foundation (PKSF) is an apex organization for poverty alleviation through employment generation established by the Government of the People’s Republic of Bangladesh. Since its inception in 1990, PKSf has been implementing various poverty alleviation programs and projects including financial services program through its countrywide network of Partner Organizations (POs). Apart from the government’s financial support, PKSf receives funds from different international development organization like The World Bank, ADB, DFID, IFAD etc. for implementing projects in the field of poverty alleviation.

PKSF is currently implementing a project titled ‘Rural Microenterprise Transformation Project (RMTP)’ jointly financed by PKSf and ‘International Fund for Agricultural Development (IFAD)’. The project is aimed at enhancing livelihoods (higher income from self-employment, business profit and wage employment and food security) of the moderate and extreme poor project participants (men and women) in a sustainable manner. The project goal is to sustainably increase the income, food security and nutrition of marginal and small farmers and micro-entrepreneurs across selected value chains. The development objective is the sustainable growth of selected rural commodity value chains with comparative advantage, market demand, growth potential, and backward linkages to small farmers and micro-entrepreneurs. The project is being implemented through the partner organizations (POs) of PKSf, across the country in Agriculture/ Horticulture, Poultry & Livestock and Fisheries & Aquaculture sector.

The key notion of RMTP is to integrate agricultural value chains interventions and mutually beneficial commercial linkages between small farmers/micro-entrepreneurs and larger-scale consolidators such as private sector agribusiness. Participation of agribusinesses is fundamental to generate demand and create markets that reliably absorb output from small farms and micro-enterprises; agribusinesses serve as engines of rural transformation. The project will support small farmers and micro-entrepreneurs (or their organizations) and agribusinesses to improve their operations and integrate contractually within selected value chains. In this perspective, commodities that respond to growing demand from domestic, regional and global markets, ensure nutritional benefits for both producers and consumers, and can be aligned to comply with food quality and safety standards, will be prioritized under the project.

Fish has long been a cornerstone of Bengali cuisine and is considered a prominent non-vegetarian source. This dietary tradition has earned Bengalis the nickname “Mache Bhate Bengali”. Given that 60 percent of the total animal-sourced protein requirements of the country are coming from fish. Moreover, the fisheries sector in Bangladesh is a crucial contributor to the country’s economy, not only meeting a significant proportion of the nation’s non-vegetarian food needs but also generating substantial income. In the fiscal year 2020-21, Bangladesh was ranked third globally in terms of capture fisheries from



inland open waterbodies and 5th largest producer of aquaculture products amounting 4.62 Million MT and contributing 3.57 percent to the country's GDP. Additionally, Bangladesh has been exporting fish and fish-related products to over 50 countries worldwide, earning a total of \$533 million in FY 2021-22, which is more than 1 percent of the country's total export earnings.

Although the production of fish in our country is more than the demand, only shrimp is processed absolutely for exports. Despite its demand in both domestic and international markets, no company here is making processed food with fish in large amounts. A handful of food companies, including Paragon and Kazi Farms, produce four to five items such as fish finger, fish ball, crispy shrimp, and shrimp spring roll in a very small quantity. Apart from this, only dried fish is processed in the country and different projects fund by the Govt. of Bangladesh and Donors are facilitating microentrepreneurs for the production and marketing of processed fish in the forms of 'Ready to Cook' and 'Ready to Eat' in small scale.

The present scenario in Aquaculture reveal that the fish production cost is jumping due to volatile cost of feed and other productive materials. However, people concerned say local farmers are not getting fair prices though the production of fish is high. Against this reality, many are planning to give up fish farming after incurring losses. Researchers say there is no alternative to focusing on fish processing to get out of this situation. There is huge scope for expanding business in local and international markets by processing different types of fish. But there is a gap of legal environmental requirement of microentrepreneurs for operation of their business in the area of processed fish products development and marketing in the domestic market. In this context, PKSf through RMTP is envisioned to develop a strategy paper for "Small Scale Fish Processing & Marketing in Bangladesh for domestic market". The strategy paper shall identify the policy related issues to suggest the appropriate stakeholders and authorities for removing legal barriers of microentrepreneurs of processed fish products. The policy paper will be prepared through analysing the major potential processed fish products of the country.

2. Purpose of the assignment:

The purpose of the assignment is to engage the services of a consultant/consultancy team or firm to undertake a review of the institutional and policy frameworks at national & international level in Fisheries and other food sector for small scale fish processing and marketing, identify gaps and address these gaps through the implementation of tasks set out under Section 4 of the ToR "Scope of Services".

3. Objectives:

The objectives of this consultancy are to:

- 3.1 Undertake the required reviews on existing institutional and policy frameworks of fish processing at national and international levels to identify key gaps
- 3.2 Prepare an outstanding policy for entrepreneurs of Small Scale Fish Processing considering the recommended actions.
- 3.3 Exchange the best practices and lessons learnt with the national and state level stakeholders and authorities and informed of and recommended on institutional and policy strengthening at national and state level;



3.4 Develop an institutional and policy framework containing a set of recommendations that are practical and will be effective for both the Govt. and entrepreneurs.

4. Scope of Services :

The selected consultant/consultancy team or firm will undertake the following tasks:

- 4.1 Perform a desktop review of relevant legislation and policies to develop a strategy paper for 'Small Scale Fish Processing & Marketing in Bangladesh for domestic market'.
- 4.2 Prepare a desktop review report that will clearly identify gaps and recommend possible actions;
- 4.3 Conduct consultation with relevant stakeholder & entrepreneurs to verify findings from desktop review and recommended actions and prepare stakeholder consultation report;
- 4.4 Develop strategy paper containing a set of recommendation that are practical for removing the existing barriers for microentrepreneurs of processed fish products
- 4.5 Conduct a national level workshop/ seminar in presence of multi-stakeholders for policy advocacy, endorsement of the strategy paper and its adoption.

5. Proposed Methodology :

The assignment will be undertaken with different phases for information review, stakeholder consultation, information validation and capitalization.

- Phase I: will include a desk review assessment of relevant documents;
- Phase II: will adopt a consultative and participative approach. This will include interviews with key stakeholders.
- Phase III: will conduct a national level seminar/workshop for policy advocacy with stakeholders and authorities The Consultant will conclude with the submission of a draft report based on the findings.

6. Deliverables and Timelines:

All written documents are to be submitted in English using Microsoft Word in both soft and hard copy. The main body of all reports should be written in simple, non-technical language (i.e., plain English), with any technical material to be presented in annexes. The consultant will provide the following deliverables to PKSf within the timeframe stated.

The deliverables must include the following:

- An inception report along with final work plan with key milestones within seven (07) days of signing the contract;
- The consultant will have to give a presentation at PKSf on draft strategy paper containing a set of recommendation that are practical for removing the legal barriers along with a detailed report of the whole activities done under this assignment within 45 days from the date of signing contract;



- The consultant should submit final policy paper within 15 days from the date of presentation given on the draft policy paper along with a detailed report on the assignment. The final report should have the reflections of the comments made by the PKSf officials on the draft policy paper.
- Five (05) hard copies of the final strategy/policy paper (with a detailed report) and two (02) soft copies of the policy paper and report (DVD) must be submitted to PKSf before the end of contract.

7. Contract Period:

The consultancy work will be completed by the anticipated consultant/consultancy team or firm within 90 days from the date of signing the contract. The draft policy paper with other documents (report on analysis) will have to be submitted within 60 days from the date of signing the contract.

8. Qualification and Experience of Individual Consultant:

- a. **Education Qualification:** The consultant should have minimum master degree in Fisheries/Marine Science/ Agricultural science/Development Studies/Law or Public Policy and Management/ Business Administration/Economics or any other relevant subject. Having a PhD degree Fisheries/ Industrial fishing/ or relevant subject will get preference.
- b. **Experience:**
 - i. The consultant must have At least 15 years of agricultural-related professional experience, including 5 years of experience in the fishery research on relevant issue.
 - ii. Prior knowledge and/or experience of policy-advocacy and food processing related topics would be an added value.
 - iii. He/she should have experience in producing high quality reports in a timely manner for external audiences including using references.
 - iv. He/she should have minimum 3 publications policy-advocacy and food processing related topics in in international journals or books.
 - v. The consultant with a leading role in above-mentioned areas at the national/regional /international level will be given priority for this assignment.
- c. **Computer Skills:** The consultant should have necessary computer skill required for this assignment
- d. **Language:** The consultant must have strong and proven written and oral communication and presentation skills in Bangla and English language

9. Client's input and counterpart personnel:

- **Facilities provided by client:** The client will provide relevant documents and other related facilities to perform the assignment.



- **Counterpart personnel:** The client will engage an official to support the consultant to implement the assignment.

10. Institutional arrangement:

The consultant will report to the Deputy Managing Director-2, PKSf regarding the scope of services, deliverables and other assignment related issues.

11. Consultant (National) Selection Process:

The consultant will be selected conforming to the Individual Consultant Selection (ICS) method guided by the Public Procurement Rules-2008 of the Government of Bangladesh. The type of contract is lump-sum.

12. Mode of Payment:

Payment to the consultant will be based on the invoice submitted to the PKSf. Applicable VAT and income tax as per Govt. rules will be deducted at sources. Payments will be made based on the following percentages and milestones:

- a) 1st Payment (10% of the total contract value): The 1st Payment will be made upon submission and acceptance of the inception report by PKSf.
- b) 2nd Payment (40% of the total contract value): The 2nd Payment will be made upon submission and acceptance of the draft report and draft strategy paper by PKSf
- c) Final Payment (50% of the total contract value): The final Payment will be made upon submission and acceptance of the final report by PKSf.



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. NAME OF THE APPLICANT :
2. PRESENT ADDRESS :
3. PERMANENT ADDRESS :
4. PRESENT WORKING ADDRESS & DESIGNATION, IF EMPLOYED :
5. CELL NUMBER, TELEPHONE NUMBER, E-MAIL & POSTAL ADDRESS :
6. DATE OF BIRTH :
7. NID NUMBER :
8. NATIONALITY :
9. MEMBERSHIP IN PROFESSIONAL SOCIETIES :
10. EDUCATION :
[mention only university degrees and any other specialized education].
11. OTHER TRAINING :
[indicate significant training which is pertinent to the proposed tasks/assignment].
12. ENGLISH LANGUAGES & DEGREE OF PROFICIENCY (Speaking, Reading & Writing) :
13. EXPERIENCE DURING THE LAST 10 YEARS :

a) General experiences:

Sl.	Name of the assignment/study	Contract Duration	Major tasks	Completion date with necessary documents	Remarks (on-going and others)



b) Experiences related to this assignment:

Sl.	Name of the assignment/study	Contract Duration	Major tasks	Completion date with necessary documents	Remarks (on-going and others)

15 DESCRIBE OWN CAPABILITY TO HANDLE :
THIS ASSIGNMENT

16 LIST OF THE PUBLICATIONS (IF ANY) DURING :
THE LAST 10 YEARS

17. 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) Consultant's Remuneration

Rate (per month / day / hour in Tk)	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	

Total (1 + 2) in figures and words:	
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Section 4. Contract Forms

4.1 Contract Agreement (Lump Sum based)

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

- | | |
|---|--|
| 1. Services | 1.1 The Consultant shall perform the Services specified in Annex A (<i>Description of Services</i>), which are made an integral part of the Contract. |
| 2. Duration | 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing. |
| 3. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>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.</p> <p>3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the Sub-Clause 3.5</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 only when a satisfactory explanation is not received.</p> <p>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:</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. |



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

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

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

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

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

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| 4. | Applicable Law | 4.1 | The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh |
| 5. | Governing Language | 5.1 | The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. | Modification of Contract | 6.1 | The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. | Ownership of Material | 7.1 | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. |
| | | 7.2 | The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. | Relation between the Parties | 8.1 | Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant. |
| 9. | Contractual Ethics | 9.1 | No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution. |



Payments to the Consultant

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| 10. | Ceiling Amount or Contract Price | 10.1 | The Client shall pay the Consultant for the Services rendered pursuant to ‘Description of Services’ ‘a ceiling amount or contract price not to exceed Tk |
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[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.

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| | 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

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| 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. |



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| 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 | <p>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.</p> <p>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.</p> |
| 18. Consultant not to be Engaged in Certain Activities | 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services. |

Obligations of the Client

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

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| 20. Termination | <p>20.1 By the Client</p> <p>The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.</p> <p>20.2 By the Consultant</p> <p>The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.</p> |
| 21. Dispute Resolution | <p>21.1 Amicable Settlement</p> <p>The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>21.2 Arbitration</p> <p>If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.</p> |



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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



ANNEX A: As per negotiated TOR



ANNEX B: Cost- Lump-Sum



ANNEX C: Consultant's reporting Obligations & Payment Schedule

As per negotiated TOR

