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Palli Karma-Sahayak Foundation (PKSF)

Standard Request for Application (SRFA)

For


Selection of Individual Consultant (National)


(Time Based)

Selection of an Individual Consultant to Develop GCF Standard Full Funding Proposal on "Resilient Infrastructure to Combat Climate Change Impact in Flash Flood Prone Haor Areas of Bangladesh (RIH) Project"

Package No: PKSF/GCF/RSMP-2/2024-25/SR-06

 PKSF Bhaban, E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh

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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 & Rule 104(d) 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 remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services.

Time-based Contracts are recommended when the Scope of the Services cannot be established with sufficient precision, or the duration and quantity of Services depends on variables that are beyond the control of the Consultant, or the output required of the consultants is difficult to assess.

Consultant's remuneration is based on (i) agreed unit rates for the Consultant multiplied by the actual time spent by him/her in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of Contract requires the Client to closely supervise consultants and to be involved in the daily execution of the assignment.

SRFA (PS4) 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 (PS4), 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





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which the Client can fairly, transparently and accurately carry out an evaluation process on the application submitted by the Individual Consultant.

SRFA(PS4) duly tailored may also be used for the purpose of Single Source Selection Method. The following briefly describes the Section of SRFA (PS4) 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 **Selection of an Individual Consultant to Develop GCF Standard Full Funding Proposal on "Resilient Infrastructure to Combat Climate Change Impact in Flash Flood Prone Haor Areas of Bangladesh (RIH) 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





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- 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:





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- (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) interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 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.





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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 17 December 2024 up to 2.00 p.m.** 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:

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 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





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





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D. Award of Contract

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| 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/.../2025 at <u>PKSF Bhaban, Plot # E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207</u> . The duration of the contract shall be 3 (Three) Months from the date of commencement. |

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Section 2. Terms of Reference

Attachment-01

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Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable





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Form 3A. Application Submission

[Location: dd/mm/yy]

Dr. Md. Jashim Uddin
Additional Managing Director
Palli Karma-Sahayak Foundation (PKSF)
PKSF Bhaban, E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar
Dhaka-1207

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:

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

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH	<i>[dd/mm/yy]</i>			
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	<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>			
	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>			





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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			





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Form 3C. Indicative Remuneration & Expenses

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

(1) **Remuneration**

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

Note: A month consists of 30 calendar days.

(2) **Reimbursable (as applicable)**

	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)






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Section 4. Contract Forms

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

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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.





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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. |





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Payments to the Consultant

10. 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
11. Remuneration 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables 12.1 **Per Diem Allowance:** 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.





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13. 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

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





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17. 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.
18. 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.
19. 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.
20. 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

21. 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

22. 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.
23. Dispute Resolution
- 23.1 **Amicable Settlement**





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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



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ANNEX A: Description of the Services

(Attachment-01)



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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 =		





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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			
3	Draft Funding Proposal			
4	Final Funding Proposal			



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TERMS OF REFERENCE (ToR)
FOR
Selection of Individual Consultant to Develop GCF Standard Full Funding Proposal on "Resilient Infrastructure to Combate Climate Change Impact in Flash Flood Prone Haor Areas of Bangladesh (RIH) Project"

Project Title:	Increasing the Capacity of Bangladesh's NDA and Direct Access Accredited Entities to Access GCF Resources (Readiness project-2).
Position:	Local Consultant-Funding Proposal Development
Duty Station:	PKSF, Dhaka, Bangladesh
Duration:	90 (Ninety) days
Source of Fund:	Green Climate Fund (GCF)

1. Project Background

Palli Karma-Sahayak Foundation (PKSF), an apex development organization focusing on holistic and integrated approaches, was established by the Government of Bangladesh in May 1990 for sustainable poverty reduction through employment generation. At the beginning of its operations in 1990, to generate employment for the rural poor, PKSF set the goal of creating self-employment opportunities in the rural off-farm sector and adopted the strategy of promoting loan programs to attain this goal. Over the years, PKSF has gained a thorough understanding and valuable experience with the multifaceted aspects of poverty and hence adopted a human-centric development approach in 2010. Since then, PKSF has been implementing projects and programs in diversified sectors, including sustainable enterprise, training and education, agriculture, climate change and disaster, and so on. PKSF works with more than 15 million households through its 200 partner organizations. Many development partners, such as the World Bank, DFID, EU, ADB, IFAD, GIZ, GCF, and Adaptation Fund (AF) are working with PKSF. Please visit <http://www.pksf.org.bd> for details.

The Green Climate Fund (GCF) was set up by the United Nations Framework Convention on Climate Change (UNFCCC) in 2010. It is the world's largest dedicated fund for helping developing countries reduce their greenhouse gas emissions and enhance their adaptive capacity to climate change. The GCF has a crucial role in serving the Paris Agreement, i.e., supporting the average global temperature rise well below 20C. GCF channels funds through accredited entities based on assessing their submitted projects/programs following very stringent assessment procedures. PKSF was accredited in 2017, and since then, PKSF has been working with GCF in getting access to climate finance. PKSF is now implementing a Readiness Support project funded by GCF. The goal of the GCF Readiness project is to enhance country ownership and access to the GCF. The objective of this readiness project is to support the accredited entities in strengthening their capacity to work with GCF.

2. Assignment Context

The haor¹ area covers seven districts in northeast Bangladesh and mainly falls under the Sylhet division, except for Kishoreganj in Dhaka and Brahmanbaria in Cumilla. About three-fourths HHS' (73.6%) dwelling structures in Sylhet division are katcha, which are highly vulnerable to flash flood, afal², flood, and intensive rainfall. Besides, 18.39% of houses are semi pucca. In addition, these houses are built on raised plinths in compact clusters in low-lying depressed areas, making them susceptible to climate change-related shocks or extreme events. These households have a limited scope of farming activities due to a lack of space in their homesteads. Besides, 65.90% of the HHS of the haor region use katcha latrines, and 21.50% use non-water sealed latrines. Thus, haor residents' health condition is deplorable, further aggravated by frequent floods, flash floods, heat waves, etc. Though people have access to tube wells (more than 90%), community consultation revealed that these are iron-contaminated and difficult to use for safe drinking. These tube wells are also subjective inundation by flood water.

¹ A haor (Bengali: হাওড়) is a wetland ecosystem in the northeastern part of Bangladesh which physically is a bowl or saucer-shaped shallow depression, also known as a backswamp. During monsoon season, haors receive surface runoff water from rivers and canals, which becomes vast stretches of turbulent water.

² Flash flood waves (locally called Afal) in the haor.



The project expects that 70% of the targeted HHs in flood and flash flood-prone areas will protect their homesteads and household resources by protecting their hatis from flood and afal (wave erosion). They will reduce exposure to floods and flash floods by re-excavating canals in and outside the embankment. Besides, the people will develop green walls by planting water-tolerant local tree species to reduce wave force, strengthening the hatis' wall. The project will also extend the area of hatis and develop community grounds, including graveyards, schools etc. In addition, the project expects 80% of the targeted households to adopt and practice safe drinking water technology, i.e., tube wells in flash flood-prone areas. They also used climate-resilient sanitary latrines.

The proposed GCF programme will be implemented in five districts-Sunamganj, Habiganj, Moulvibazar, Kishoreganj and Netrokona and respond to the current situation and needs of haor communities who are experiencing increased exposure to earlier onset monsoon floods flash flooding and afal- induced erosion. Proposed activities will target support to those experiencing the greatest social needs and levels of climate vulnerability. Location-based feasibility studies and situational analysis are to be conducted during the project preparation phase. They will prioritise inclusive community engagement during feasibility and design stages to identify key issues, opportunities and a menu of intervention options to be delivered through the programme. This approach will ensure the project responds to local needs and capacities, integrates low or zero-carbon and environmentally sustainable choices, and is sensitive to gender, disability and other social inclusion aspects from the outset. To optimise local impact and sustainability, care is required to integrate the necessary capital investment with existing communities of practice, institutional structures and local systems of provision. As such, proposed activities will deliberately target building sustained shifts in social norms, governance systems, community structures, and institutional capacity to underpin long-term development benefits and strengthen resilience.

The reality is that haor communities cannot be fully shielded from the growing impacts of climate change, and income sources need to be diversified to foster local low-carbon and climate-resilient development pathways. A key design principle for the project will, therefore, be to enhance the communities' existing efforts to 'live with flooding' through better flood management, in addition to building resilience to future worsening climate impacts. Accordingly, interventions aim to (a) address underlying drivers of vulnerability by, for example, reinforcing housing structures and improving WASH facilities, while (b) providing access to training, communal facilities and diverse livelihood options that will allow haor communities to live with flooding and become more resilient to impacts of more frequent and severe flood events from now on. Over time, deep societal changes, including possible adjustments to land tenure and modifications to 'ways of living' may be necessary. Strong institutional support from the government will be needed ranging from developing incentives to support new livelihoods, to regulations formalizing land tenure, and strategic investments to strengthen the 'last mile' roll-out of flash flood early warning systems to communities and individual hatis.

The objective of the Project: The project's main purpose is to increase the resilience of vulnerable communities of Haor area to climate change impacts. This will be achieved through promoting sustainable water management and agricultural practices.

3. Project Outcomes, Outputs, and Activities

The Theory of Change identifies:

Four groups of activities (12 in total) that respond to specific barriers and risks, focused on (1) improving physical infrastructure related to housing, flood protection and water access, (2) improving WASH facilities, (3) facilitating diversified livelihoods and improving the climate resilience of agricultural practices (including aqua-culture), and (4) training and community engagement activities designed to ensure improvements are understood, used and maintained. Each of these groups of activities will explicitly consider GEDSI needs and prioritize responses that integrate GEDSI-sensitive approaches;

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Four groups of Outputs representing improved physical infrastructure, capacity among haor communities to engage in diversified livelihood options, safe-use improved infrastructure, and participation in decision-making processes about how to respond to future climate impacts; and

Four outcomes and two co-benefits represent improved conditions that directly result from programme interventions.

Outcome 1: Hatis, households, and infrastructure are resilient against flooding, strong wind and storms, and erosion.

Outcome 2: Enhanced access to and use of climate-resilient WASH facilities for women and girls. An expected co-benefit of outputs achieved under outcome 2 is a reduced incidence of water-related diseases.

Outcome 3: Food security will be increased through the generation of climate-adaptive livelihoods. The generation of alternate income opportunities as a measure to build resilience will deliver co-benefits and compensate for lost income due to crop loss.

Outcome 4: Communities (men, women, people with disabilities, and other vulnerable groups) empowered and equipped with tools and skills to manage and sustain climate-adaptive infrastructure and practices, supported by strengthened local institutions.

Outreach: PKSf targets to reach a total of 315,000 -climate vulnerable people of Sunaiganj, Habiganj, Moulvibazar, Kishoreganj, and Netrokona and respond to the current situation and needs of haor communities who are experiencing increased exposure to earlier onset monsoon floods, flash flooding, and afal-induced erosion. Proposed activities will target support to hatis experiencing the greatest social needs and levels of climate vulnerability.

4. Proposed Project Development Objective(s)

The proposed Project Development Objective (PDO) is to improve the resilient climate management of targeted communities. The project will have four components focusing on (1) Improved climate-resilient infrastructure and production practices; (2) Enhanced access to and use of climate-resilient WASH facilities for women and girls; (3) Food security will be increased through the generation of climate-adaptive livelihoods; and (4) Communities (men, women, people with disabilities, and other vulnerable groups) empowerment and livelihood transformation. The recruited Consultant, in consultation with the PKSf team, will finalize the PDO. The specific objectives of the Project are to:

- Protect the Hatis³ from climate change disasters,
- Increase food security through climate-adaptive livelihoods,
- improve climate-resilient WASH facilities for women and girls; and
- increase women's economic and social empowerment by supporting and encouraging them to take up commercial activities.

5. Objective and Scope of the assignment

The PKSf is soliciting the services of a qualified Consultant to develop a GCF standard funding proposal for resilient infrastructure to combat climate change impacts in Flash Flood Haor areas of Bangladesh.

Scope of work

As part of the assignment, the Consultant may be required to visit all the project sites and engage with the program's relevant stakeholders. The Consultant must also undertake a detailed analysis of the climate rationales, environmental and social risks, gender, and endogenous people action plan, posed by the different project concept

³ Settlements in the haor



notes. The Individual Consultant's Scope of Work for the development of the project proposal includes the following:

- Develop the " Resilient Infrastructure to Combat Climate Change Impacts in Flash Flood prone Haor Areas of Bangladesh" project proposal, as per GCF's latest format (for details, please visit <https://www.greenclimate.fund/document/funding-proposal-template> and <https://www.greenclimate.fund/document/programming-manual>);
- Develop climate rationales for the Project;
- Develop a theory of change for the Project;
- Prepare the full-length Funding Proposal (FP), ensuring that the proposed interventions include the suggested actions from the Gender Action Plan and other related technical studies.
- Participate in quality assurance of FPs;
- Work through the various rounds of reviews; and
- Any other works depending upon proposal development and process needs;

5. Qualifications and Experience

Academic Qualifications:

- Bachelor and Master's degree in the subject/field of Economics/Environmental Science/Fisheries/Agriculture from a recognized university with a minimum of two first-division/classes. No third division/ class at any level is acceptable.
- Candidates with a PhD in a relevant subject will be treated as an additional advantage.

Experience:

- Minimum of ten (10) years of proven experience in project/program development, preferably in the environment and Climate change sector;
- Experience in developing resilient Hoar development projects that address environmental and climate change issues will be treated as an additional advantage.

Required Skills

- Aware of Green Climate Fund Activities, projects, and programs; Financial Capacity Management Assessment under the Green Climate Fund, institutional capacity building, institutional management, climate finance, public financial management, and project development and management;
- Experience in developing and managing the implementation of Environmental and Social Management Plans (ESMP), Environmental Management Frameworks, Gender and Tribal People Policies, etc.
- Knowledge of Bangladesh's climate change policies (e.g. Bangladesh Climate Change Strategy and Action Plan (BCCSAP), National Adaptation Plan (NAP), Bangladesh Country Program for GCF, Nationally Determined Contribution (NDC) of Bangladesh, National Fisheries Strategy, National Fisheries Policy, etc.)
- Significant expertise and experience in climate change and development issues in Bangladesh;
- Expertise and experience in the development proposals in the area of climate change for Bilateral and Multilateral Organizations at the international and regional scale, such as GCF, World Bank, UNDP, ADB, FAO, etc.;
- Demonstrated experience in designing and preparing Project proposals, including on aquaculture/Climate Smart Aquaculture, climate information, and management of natural resources,
- Substantial experience in the design and implementation of integrated development projects.
- Experience in working with communities and all key stakeholders to develop local climate-resilient solutions,
- Strong analytical and writing skills.



7. Deliverables and Schedule of Deliverables

Timeline:

- The total duration of the assignment will be 90 (Ninety) days from the date of the agreement.

Deliverables:

Following the document structures recommended by the PKSf, the Consultant will produce the following deliverables (described further below):

- Inception Report;
- Draft Funding Proposal
- Final Funding proposal.

The preparation and delivery of the above documents will be organized in three steps, as follows:

- **Inception Report needs to be submitted within Ten days of contract signing:** The Consultant will submit an Inception Report detailing the methodological approach for the entire assignment covering all items under "Scope of Services" as outlined in this Terms of Reference. The Inception reports will in detail describe the data collection method (including fieldwork plan, verification, and meeting with stakeholders and beneficiaries) and analysis. In addition, the Inception report will provide a list of the available/collected information and a timeline to fill in the gaps. This inception report will be subject to review and comment by the PKSf team. The Consultant will revise the inception report based on those comments. The final inception report will be submitted to PKSf after the comments have been incorporated.
- **Draft funding proposal (Including climate rationale of the project, Theory of Change (ToC), details of planned activities with specific beneficiaries' numbers, Economic and/or financial analyses in spreadsheet format, Detailed budget plan, Implementation timetable including key project/program milestones, project/program-level action plan, Monitoring, and evaluation plan) following the latest templet of GCF Funding Proposal will be submitted within 60 (sixty) days after contract signing.** It should be corrected/revise as per comments suggested by the client and other relevant stakeholders. It will include all relevant data in a tabulated format used by the Consultant for the baseline, raw and processed data, toolkits and questionnaires used for the social-cultural assessment, and other supplemental information that will constitute the project file.
- **Final Funding Proposal will be submitted within 20 (twenty) days after contract signing:** This deliverable should include all the GCF project profiles. It will consist of all relevant data and will constitute the project profile as per GCF standards. It should be corrected/revise as per comments provided by the client, and the final version should incorporate all comments within 90 (ninety) days after contract signing.

8. Language

- Excellent written and communication skills in English.

9. Disclosure of Information

- All the information carried out under this study will be the property of PKSf. Therefore, the Consultant has to get approval from PKSf if s/he requires disclosing this information to any stakeholders.

মোঃ আবু নাসির খান
সহকারী মহাবাহুপক
পরিবেশ ও জলবায়ু পরিবর্তন
পল্লী কর্ম-সহায়ক ফাউন্ডেশন (পিকেএসএফ)



10. Payment Schedule

Instalments	Timeline	Payment (contract value)
1st installment	Upon submission and acceptance of the inception report	20%
2nd Installment	Upon submission and acceptance of Draft reports	60%
Final Payment	Upon submission and acceptance of Final reports	20%

11. Application Submission Procedure

All qualified persons are invited to submit their Expression of Interest (EOI) covering the points outlined in the TOR and accompanied by the following application documents:

- Letter of motivation outlining how your experience, skills, qualifications, and professional networks fit with the required job description. The Consultant should respond in writing about the skills with necessary pieces of evidence. In addition, PKSf requests the Consultant to provide specific details of when, where, and how they have applied those skills in the past. It is to be noted that this statement will help PKSf to determine which applicants are a good fit for this task.
- Two samples of relevant previous consultancy works;
- Curriculum vitae or Résumé with details of experience, achievements, qualifications, and names & contact details of two references; and
- Copy of all academic and experience certificates, copy of NID, and a passport-sized photograph.

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