

**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 Conducting  
“Fisheries Sector Impact Studies” under Rural Microenterprise  
Transformation Project (RMTP) of PKSF**

**Name of the Method: Individual Consultant Selection (ICS)**

(Lump-Sum based)

**Memo No: 53.23.0000. 001.03.026.25-1545**

**Package No: PKSF/RMTP/2024-25/SD-19**

**Issued on: 13 March 2025**





## **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/](http://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
  - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
  - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.  
*[ Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2 ]*
3. Eligible Applicants
  - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
  - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
  - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
  - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
  - 3.5 The Applicant has the legal capacity to enter into the Contract
  - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
  - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
  - 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5





4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
  - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.





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

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
  - (b) Form 3B: CV of the Applicant; and
  - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 **The closing date for submission of Application is 15 April 2025 on or before by 2:00 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
<b>Total points:</b>	<b>95 points</b>

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 **July 2025** at PKSF Bhaban, Plot # E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207. The duration of the contract shall be **90 days** from the date of commencement.





## Section 2. Terms of Reference (ToR)

for

### Selection of an Individual Consultant for Conducting ‘Fisheries Sector Impact Studies’ under Rural Microenterprise Transformation Project (RMTP) of PKSf

#### 1. Background:

Palli Karma-Sahayak Foundation (PKSF) is an apex development organization established by the Government of Bangladesh in 1990 for poverty alleviation through employment generation. PKSf has been implementing various programs and projects for poverty alleviation since its inception. Currently, PKSf is implementing a project titled ‘‘Rural Microenterprise Transformation Project (RMTP)’’ jointly financed by PKSf, International Fund for Agricultural Development (IFAD), and Danish International Development Agency (DANIDA). The project is aimed at expanding agricultural microenterprises throughout the country. Apart from providing financial services, RMTP is providing Value Chain and technological support for promoting microenterprises.

RMTP is making value chain (VC) interventions in different agricultural sectors to enhance efficiency in different stages of value chains from input suppliers to consumers. The Fisheries sector is generating revenue for the rural micro-economy in the country. An increasing number of farmers in Bangladesh are engaging themselves in producing safe fish & fishery products, high value indigenous fishes, freshwater prawn, shrimps and other aquatic products which have immense potential for earnings foreign currency. Recognizing the importance of this sector, PKSf has started implementation of seven VC sub- projects titled ‘Production and Marketing of Safe Fish and Fish Products’ from July 2022 and presently implementing twenty-three sub-projects through its 23 partner organizations (POs) in 25 districts of Bangladesh. The sub-projects under Fisheries sector, has already been reached to 1,20,345 beneficiaries out of targeted 1,50,273 project participants. Under Fisheries sector, the producers are receiving various technical, technological, processing, and marketing support under these VC sub-projects. Apart from increasing productivity of the selected commodities under Fisheries sector, RMTP is focusing on safe fish production by incorporating good aquaculture practices (GAqP) and technological up gradation, production of diversified value-added fish products (Ready to Cook, Ready to Eat, dried fish etc.) and market promotion so that the producers can reduce production cost and increase income. Even though RMTP has been implementing its operation since January 2020, Fisheries component has been on boarded almost two & a half years later. However, it is perceived a variety of success of the aquaculture interventions during field visits from PMU officials, offsite monitoring and IFAD mission’s observation. To capitalize those impacts PKSf has taken initiative to conduct a Sectoral Impact Study (SIS) by the individual consultant to measure the performance of the sector in achieving its goals and objectives.

**Project Goal and Objectives:** The goal of RMTP 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.

**About the Sub-projects:** Under the Fisheries sector, the sub-projects titled ‘Production and Marketing of Safe Fish Products’ are implementing at working districts by the partner organizations. The sub-project is working to increase income, ensure food security and improve family nutrition of marginal and small farmers and aquaculture related backward and forward market entrepreneurs. The sub-project is also working on value addition at various levels, expansion of financial services for enterprise development, and strengthening of the institutional framework for the development of Safe fish, ‘Ready to Cook’, ‘Ready to Eat’ and dried fish products of the value chain. Effort is made to scale up and expansion of enterprises through efficient production methods and strong market linkages of marginal and small farmers.





The feasibility study of the sub-sector has been undertaken while taking up the sub-project. The study found several constraints to the development of the fisheries sub-sector, the problems in the project area are- quality concern & high cost of commercial feed and import dependency on feed ingredients and aqua-medicine; less or no demand of probiotics, tea seed-cake etc. in local market; quality concern of supplied fry/fingerlings/PL; lack of knowledge about permitted and restricted inputs, safe dose and withdrawal periods for different chemicals; lack of knowledge on Good Aquaculture Practices (GAqP); tendency to use low quality & low-cost inputs and habituated to use banned chemical pesticides in culture pond; lack/ weak linkages among the producers, input suppliers, service providers and traders; lack of entrepreneurship for producing value added fish products and marketing; no formal market system for safe fish supply; unstructured market of value added fish products; lack of technology and technical knowledge of entrepreneurs; no idea of creating brand image of products, packaging and certification of products; lack of ICT & financial services and so on. To solve the problems mentioned in the project area, activities are designed and implementing to increase the safe fish production of at least 34% entrepreneurs, increase the sales of safe fish & diversified fish products of at least 30 percent and increase net profit of at least 20 percent of project participants.

## 2. The objectives of the study:

The main objective of the study is to assess the performance (Efficacy, effectiveness, results and impact) of the sector in improving the socio-economic and nutritional conditions of the project participants (emphasizing women and youth) by environment friendly means. To attain this objective, the present socio-economic and nutritional conditions of the farmers and other project participants need to be compared with the baseline information<sup>1</sup>. The baseline information of the participants was collected at the beginning of the sub-project. The Sectoral Impact Study (SIS) should measure changes in productivity, cost, sales, income, assets, replication/ demo effect/ vertical expansion by project members and horizontal expansion by non-project members (areas and no of farmers), nutritional status, increasing rate of women and youth entrepreneurs etc. of the participants and the creation of new employment in the sector.

## 3. The specific objectives: The Sectoral Impact Study (SIS) will attain the following specific objectives:

- a) To assess the technology adoption by the farmers
- b) To assess the demo effect of the technology demonstration plots.
- c) To assess the changes in productivity of the selected fisheries products of the project participants (emphasizing women and youth).
- d) To measure whether the farmer's income has increased and how RMTP contributes on it.
- e) To assess the profitability (and/or reduction of production costs) of the specific intervention/technology.
- f) To assess the effectiveness and sustainability of project interventions for promoting advisory services and commodity/product marketing strategies.
- g) To measure whether proper value chain of fisheries products (high yielding carps, high value indigenous fishes, freshwater prawn/shrimp, value added diversified fish products etc.) has established in project's areas and how RMTP contributes on it.
- h) To assess the Gender and Youth impact on the "Participation & Empowerment" status of project beneficiaries through/by project interventions.
- i) To assess the adoption of environment friendly and climate smart production technologies or culture practices.
- j) To assess the nutritional and/or behavioral changes of participants improved

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<sup>1</sup> The attribution of socio-economic condition will be simply compared with the baseline information.



#### 4. Scope of the work:

The consultant should study intensively the farming practices, technology adoption, production trends, the sale value of their product, income from the enterprise, forward and backward market linkages, problems, and challenges faced by producers, cost-benefit analysis, SWOT analysis for the fish/shrimp/prawn supply chain, possible value addition interventions, alternative IGAs etc. For this purpose, the consultant will have to collect primary data from the participants of the VC sub-project area staying through its' field force. There is a scope to interact with different producers, fishermen, small-scale fish processors and local service providers from the backward and forward market entities. The review of the baseline report and annual outcome study report will help to construct a clear picture of the project performance. The project document will be the core material for this study. The consultant will execute all necessary tasks, from study to report production, ensuring alignment with project objectives. The consultant may engage in the following activities for ensuring in producing high quality of report.

- a) Conduct necessary research and gain a comprehensive understanding of the assignment.
- b) Develop a detailed work plan, strategy, and relevant details for developing and submitting the required report.
- c) The consultant will visit the selected project location and directly conduct interview and collect the necessary information from farmers and different stakeholders before development of the report.
- d) Review the project document for development of the report.
- e) Collaborate with PKSF's Project Management Unit (PMU) to develop the report.
- f) Take final approval of draft outline of the report from the PMU of PKSF.
- g) Collect information and data according to specified criteria, covering diverse project activities and special features.
- h) Use PKSF, IFAD and DANIDA logo on cover page of the final report.

#### 5. Methodology:

The consultant will have to conduct this SIS following the qualitative approach. The consultant may apply individual in-depth interviews for data collection. The Value Chain Facilitators (VCFs) and other staff of the project will help the consultant for collecting data from the interviewees. Before collecting the data, the consultant will develop a qualitative data collection tool (questionnaire, checklist etc.) and will provide training to the data collectors/enumerators. The quantitative data will be used from the annual outcome study (AOS) that will be collected simultaneously. The consultant will compare changes in VC project participants' present status with the RMTP baseline information. The purposive sampling method will be used across the type of subprojects under Fisheries & Aquaculture subsector to conduct the study. It is noted that sample will be drawn only from the projects that have been beginning at least six months prior to survey conduction date. The sample size will be determined on the basis of what and how the overall impact of Fisheries sector will be visualized on the final report as a result of project intervention. Therefore, the sample size must be good enough to prove the expected outcome, result and impact of this sector in line with project's goal, objectives, log frame, baseline study etc.

The beneficiaries will be selected considering at least six months of involvement with the project initiative and received support from the project. The representation of the context of regional representation will also be considered while selecting sample. The most significant changes methodology will be used for this study. These changes will be triangulated with the annual outcome study which will be parallelly conducted.

#### 6. Qualifications and experience of Individual Consultant:

- a. **Education Qualification:** The consultant needs to have minimum master degree in Fisheries/Marine Science/Fisheries related any subject.
- b. **Experience:**
  - i. The consultant must have 7 years of fisheries related professional experience, including 5 years of experience in Research/studies in Fisheries & Aquaculture





sector or 3 research papers in Fisheries & Aquaculture sector. Consultant will get preference if he/she has experience of impact studies on fisheries sector

- ii. He/she have minimum 5 publications related to impact studies or research in fisheries sector in international journals or books. Consultant will get preference if he/she has publication in journal or books on fisheries sector impact studies.
  - iii. He/she should have adequate knowledge and engagement or experience in implementing projects in areas such as endline impact studies, midterm studies and impact studies.
  - iv. The consultant with a leading role in above-mentioned areas at the national/regional /international level in the government, national and international development agencies will be given priority for this assignment.
  - v. He/she should have familiarity with the following areas: environment & climate change, climate smart aquaculture, VC/market, micro and small enterprise, livelihoods, employment, pro-poor development, and gender and nutrition.
  - vi. Experience in research work with project/program funded by IFAD/World Bank/ADB/DANIDA and/or any other UN agencies will preferable.
  - vii. Experience of working for any projects implemented by PKSf will carry extra value
- c. **Computer Skills:** The consultant should have necessary computer skill required for this assignment such as MS office, Visio, SPSS/STATA/R/PYTHON etc. Any graphic based software like photoshop/illustrator will be given preference.
- d. **Language:** Excellent writing and oral communication in English is required.

#### 7. Duration of the assignment

The studies should be completed within 90 days from the date of signing the contract. The draft report with other documents (report on analysis) will have to be submitted within 60 days from the date of signing the contract. The final report reflecting the all comments made by PKSf and other stakeholders must be submitted within 90 days of signing the contract.

#### 8. Schedule of the deliverables and reports

The assignment will be completed following the schedule below:

- I. The Consultant will submit an inception report detailing strategy for the specific study within 7 (Seven) days of contract signing.
- II. The Consultant will submit a detail draft Fisheries Sector Impact Studies report by 60 days from the date of contract signing.
- III. The Consultant will present the draft report within 70 days from the date of contract signing.
- IV. The Consultant will submit final report within 90 days from the date of contract signing. The Consultant will submit all the collected raw data and information and final report (hard copy and soft copy) to the PMU of PKSf.

The Consultant will prepare the draft report and the draft report will be finalized by the PMU. Necessary data analysis, rearrangement and coding of information will be ascertained by the M&E team. The report will be finalized by incorporating feedback or comments from the PMU. The report will be constituted with the following template:

1. Cover Page
2. Table of content
3. Glossary
4. Executive Summary
5. Introduction





6. Methodology
7. Scope of the Study
8. Findings
9. Recommendations
10. Good Aquaculture practices (GAqP) and Learnings
11. Appendix

**8.1 Special Instruction for the submission of deliverables:**

If the consultant fails to submit the deliverables on time, he/she will carry a negative remark for further procurement of PKSf.

**9. Client's input and counterpart personnel:**

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

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

**10. Service and facilities to be provided by the consultant:**

The Consultant will provide the deliverables within the mentioned period using their own office space and other necessary logistics. The consultant will provide the final report along with the draft report and collected all raw data/information in pen drive/DVD.

**11. Institutional arrangement:**

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

**12. 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.

**13. Mode of Payment:**

PKSf will pay the cost of the study, the assigned individual consultant will be subject to the completion of all deliverables' acceptance of PKSf by deducting VAT and TAX at source as per the Government rules of Bangladesh. Payment will be done through Bangladesh Electronic Funds Transfer Network (BEFTN) based on the following milestones:

- a) 1st Payment (20% of total contract value): The 1st payment shall be made upon submission and acceptance of the inception report of Fisheries Sector Impact Studies by PKSf.
- b) 2<sup>nd</sup> Payment (40% of total contract value): The 2nd payment shall be made upon submission and acceptance of the draft report of Fisheries Sector Impact Studies by PKSf.
- c) Final Payment (40% of total contract value): The final payment shall be made upon submission and acceptance of the final report of Fisheries Sector Impact Studies by PKSf.

**14. Disclaimer**

The PKSf management reserves the right to amend the terms of reference at any time as required upon mutual discussion with the consulting firm. PKSf reserves the right to terminate the contract at its sole discretion in case of non-compliance of the terms and conditions that will be finally agreed.

**15. Professional Liabilities**

The organization is expected to act with due diligence and in accordance with prevailing professional standards. It is necessary to maintain a proper consultation and regular communication with PKSf in planning, design, documentation and reporting.





## 16. Confidentiality

All documents, reports and information from this assignment will be regarded as PKSf's property, so the mentioned outputs or part of it cannot be sold or used in any other case without the prior permission of PKSf or the government.

## 17. Rights

PKSf will reserve the Intellectual Property Rights (IPR) for all deliverables of the assignment. PKSf authority also reserves the right to cancel, change, and modify any part or the whole assignment any time before the contract or during the contract period.





## **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:**

Conducting "Fisheries Sector Impact Studies" under RMTP of PKSF





## 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 <i>[mention only university degrees and any other specialized education].</i>	:				
11. OTHER TRAINING <i>[indicate significant training which is pertinent to the proposed tasks/assignment].</i>	:				
12. ENGLISH LANGUAGES & DEGREE OF PROFICIENCY (Speaking, Reading & Writing)	:				
13. EXPERIENCE DURING THE LAST 07 YEARS	:				
<b>a) General experiences:</b>					
<b>Sl.</b>	<b>Name of the assignment/study</b>	<b>Contract Duration</b>	<b>Major tasks</b>	<b>Completion date with necessary documents</b>	<b>Remarks (on-going and others)</b>





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





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

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

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

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

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

- |                                 |  |
|---------------------------------|--|
| 4. Applicable Law               | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh   |
| 5. Governing Language           | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.  |
| 6. Modification of Contract     | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.   |
| 7. Ownership of Material        | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.<br><br>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**

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





[insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in **Annex B**
11. Lump-Sum Payment 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs (**Remuneration & Reimbursable**) required to carry out the services described in **Annex A**
12. Payment Conditions 12.1 **Currency:** Payments shall be made in Bangladesh Taka.
- 12.2 **Payments:** Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in **Annex C**
- 12.3 The Consultant shall submit an Invoice at the periods specified in **Annex C** after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 12.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

### **Obligations of the Consultant**

13. Medical Arrangements 13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
14. Performance Standard 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
15. Contract Administration 15.1 **Client's Representative:** The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 15.2 **Reports:** During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in **Annex C**, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.





16. Confidentiality 16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
17. Consultant's Liabilities 17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
18. Consultant not to be Engaged in Certain Activities 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

### Obligations of the Client

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

### Termination and Settlement of Disputes

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





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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations





## ANNEX A: As per negotiated TOR





## ANNEX B: Cost- Lump Sum





## ANNEX C: Consultant's reporting Obligations & Payment Schedule

As per negotiated TOR

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