

Form-1: Application Submission Letter

[Location: dd/mm/yy]

To:

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:



Form-2: Curriculum Vitae (CV) of the Applicant

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

a) General experiences:

| Sl. | Name of the assignment/study | Contract Duration | Major tasks | Completion date with necessary documents | Remarks (on-going and others) |
|-----|------------------------------|-------------------|-------------|--|-------------------------------|
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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) |
|-----|------------------------------|-------------------|-------------|--|-------------------------------|
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15 DESCRIBE OWN CAPABILITY TO HANDLE THIS ASSIGNMENT :

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

17. COMPUTER SKILL :

CERTIFICATION

[Do not amend this Certification].

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

Signature

Print name

Date of Signing

dd / mm / yyyy

| | | |
|-----------------|--|--|
| Signature | | |
| Print name | | |
| Date of Signing | | |



Form-3: 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 | |

| | |
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| Total (1 + 2) in figures and words: | |
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Form-4: Draft 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

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



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

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

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

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

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

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



Payments to the Consultant

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| 10. Ceiling Amount or Contract Price | 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clause 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

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



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

