



# **GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH**

## **Access to Information (a2i) Programme-II**

Prime Minister's Office, Tejgaon  
Dhaka, Bangladesh

### **Request for Application Selection of Individual Consultant (National)**

For  
Consultant \_ Idea Bank Development

**Invitation for Proposals No:** 03.801.00.00.00.109.2016 (4).1199

**Issued on:** 15 June 2016

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

- 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 **30 June, 2016 up to 11:45 AM**. 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
Working experience on SIF and other e-service related project monitoring	20
Experience on preparing technical specification, presentation, mock and prototype for new prospective ICT initiatives and projects	10
Experience in Requirement Study, System Analysis, System Design, URS and Development in PHP, PHP Framework	20
Experience in development of any e-governance application of National/Ministry/ Directorate/District/Upazilla level will be considered as preferable criteria.	20
<b>Total points:</b>	<b>70 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the **minimum qualifying points 59** 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 thirty (30) points**.

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

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

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

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

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

## 9. Application Negotiations

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

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

successful negotiations are concluded

- 9.3 During negotiations, the Client and the Applicant shall finalise the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services”
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

## **D. Award of Contract**

- |                              |   |
|------------------------------|---|
| 10. Award of Contract        | 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.  |
| 11. Debriefing               | 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.<br><br>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 <b>July 2016</b> at the location Dhaka. The duration of the contract shall be not more than <b>12 months</b> from the date of commencement.  |



## Section 2. Terms of Reference

### **Terms of Reference** **For** **Consultant \_ Idea Bank Development**

#### ***Background and General Description***

A fundamental government responsibility is providing information and services aimed at improving the social and economic welfare of its citizens. During the first phase of the Access to Information (A2I) Project, fundamental progress was made in improving access to public services through electronic means. However, it is critical to expand the breadth and width of such simplified services and improve the service delivery model to counter the impact of widespread outdated manual processes, resistance to change by civil service staff and a lack of transparency that still frustrates citizens in their attempts to avail of government information and services.

The objective of the 2<sup>nd</sup> phase of the project is to increase transparency, improve governance, and reduce the time, difficulty and costs of obtaining government services for under-served communities of Bangladesh. This is to be achieved by the following five components of the project:

Component 1: Underserved communities have easy access to simplified public administrative services through electronic means.

Component 2: Civil servants and service providers and citizens are aware and capable of facilitating easy access to transparent and responsive services.

Component 3: Enabling legal and policy framework and partnership are in place to facilitate responsive and transparent service delivery.

Component 4: Institutional and incentive frameworks are in place to promote innovative service delivery mechanism.

Component 5: Establishing linkages with public and private sectors and creating awareness among citizens.

‘Access to Information II’ is looking to recruit a Consultant – Idea Bank development for 12 months, who will be responsible for Service Innovation Fund software project monitoring and the e-service initiatives taken by Access to Information Program.

#### ***Objectives:***

The incumbent will act as focal person to ensure proper support and maintenance of existing Idea Bank system and few more developments as per requirement.

#### ***Supervision and Performance Evaluation:***

The **Consultant – Idea Bank development** will be working with the Director (e-Service) of Access to Information – II Project.

#### ***Reports:***

The activities done by the incumbent will be regularly monitored by the Director (e-Service) of Access to Information-II Project. The incumbent will be paid in 12 (Twelve) installments, as per payment schedule.

***Scope of work and expected outputs / deliverables:***

The assignment will focus on the following areas and activities:

1. Perform Requirement Study, System Analysis, Scope Define and Architecture Design
  - a. Coordinate with different stack holders to perform Requirement Study, System Analysis and Architecture Design for the ICT based initiatives selected by a2i.
  - b. Visit & interviewed different stack holders to understand the existing system.
  - c. Thoroughly analysis the existing system and identify the requirement and scopes of the proposed system.
  - d. Prepare Requirement Study & Design Architecture.
2. Develop and Provide Technical Assistance for Ideabank
  - a. Coordinate with different stack holders of ideabank, collect user feedback and user requirements, to design the new scopes for ideabank.
  - b. Fixing bugs, update existing features & develop new features of the Ideabank as per user feedback
  - c. Lead the ideabank development team.
  - d. Prepare technical documents of the developed ideabank.
3. Prepare URS, SRS, SDD, Mock & ToR
  - a. Prepare URS, Technical Presentation & Mock Based on the Requirement Study & System Analysis.
  - b. Prepare SRS/SDD & ToR for the proposed system.
4. Provide Technical Assistance for SIF Projects & Incubation Team.
  - a. Review System Scopes for submitted SIF proposals
  - b. Provide Guideline to Prepare URS & ToR for selected SIF proposals.
  - c. Assist Incubation Team to keep update with updated technologies.
  - d. Provide technical assistance to Incubation Team.

Perform other related duties and responsibilities as and when required assigned by project management

***Timeframe and Deadlines:***

Duration of the Assignment: 12 months

<b>Deliverables</b>	<b>Time Line</b>
1. Communication with different stakeholders of ideabank, collect user feedback and user requirements, to design the new scopes for ideabank. 2. Idea bank development completion. 3. Instant technical support on idea bank.	By 6 months
1. Requirement Study, System Analysis, System/Scope Design for ICT and SIF initiatives 2. Playing system review, analysis and design role specially the incubation, R&D related ICT and SIF initiatives. 3. Preparing technical specification, presentation, mock and prototype for new prospective ICT initiatives and projects	By 4 months

1. Develop Terms of Reference, RFP for any outsourcing of project work 2. Carry out the technical evaluation for vendor selection 3. Monitor execution of the outsourced project work.	By 1 month
Visiting piloting areas of SIF projects and prepare project completion report	By 1 month

### ***Requirements for Experience and Qualifications***

#### **I. Academic Qualifications:**

Minimum Bachelors' or Master Degree in Computer Science/Engineering or any other discipline with professional certification in IT

#### **II. Years of experience:**

- At least total 10 years' experience of working in relevant field with national or international organization / IT Industries
- Experience in Requirement Study, System Analysis, System Design, URS and Development in PHP, PHP Framework.
- Laravel must be considered as preferable criteria.
- Minimum 3+ years' experience building web-based software systems by Laravel.
- Team programming experience.
- Test driven development skill
- Experience in development of any e-governance application of National/ Ministry/ Directorate/ District/ Upazila level will be considered as preferable criteria.

#### ***Evaluation of Applications:***

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.
2. The points to be given under each of the evaluation criteria are:

<b>Criteria</b>	<b>Max. Point</b>
<b><u>Technical</u></b>	
Working experience on SIF and other e-service related project monitoring	20
Experience on preparing technical specification, presentation, mock and prototype for new prospective ICT initiatives and projects	10
Experience in Requirement Study, System Analysis, System Design, URS and Development in PHP, PHP Framework	20
Experience in development of any e-governance application of National/Ministry/ Directorate/District/Upazilla level will be considered as preferable criteria.	20

Payment of the consultant as per deliverables:

<b>Deliverables</b>	<b>% of payment</b>	<b>Payment Schedule</b>
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Requirement Study, System Analysis, System/Scope Design for ICT and SIF initiatives		
i) collect user feedback and user requirements of idea bank	10%	1 <sup>st</sup> August, 2016
ii) collect user feedback and user requirements of idea bank	10%	1 <sup>st</sup> September, 2016
iii) idea bank development	10%	1 <sup>st</sup> October, 2016
iv) idea bank development	8%	1 <sup>st</sup> November, 2016
v) idea bank development	8%	1 <sup>st</sup> December, 2016
vi) idea bank documentation	10%	1 <sup>st</sup> January, 2017
Develop Terms of Reference, RFP for any outsourcing of project work, Carry out the technical evaluation for vendor selection, Monitor execution of the outsourced project work.		
i) TOR, RFP of 25 initiatives	8%	1 <sup>st</sup> February, 2017
ii) TOR, RFP of 25 initiatives	8%	1 <sup>st</sup> March, 2017
iii) TOR, RFP of 25 initiatives	8%	1 <sup>st</sup> April, 2017
iv) Piloting reports of 5 initiatives	8%	1 <sup>st</sup> May, 2017
v) Piloting reports of 5 initiatives	6%	1 <sup>st</sup> June, 2017
vi) Project completion report of 5 initiatives	6%	1 <sup>st</sup> July, 2017

## **Section 3. Application Forms**

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

## Form 3A. Application Submission

Dhaka: 26/06/21016

To:

Kabir Bin Anwar  
Project Director  
Access to Information Programme  
Prime Minister's Office  
Old Sangshad Bhaban, Tejgaon, Dhaka-1215

Dear Sirs:

I am hereby submitting my Application for **Consultant \_ Idea Bank Development** in strict accordance with your Request for Application dated 15 June 2016.

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.

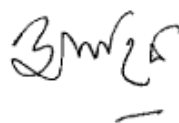
I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1.

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

I remain,

Yours sincerely,

Signature



Wahid Anwar  
Address :J-51, Pallabi extension, Mirpur,  
Dhaka-1216.  
Home Phone :028035526  
Mobile :01725284112

**Attachment:**

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

1	PROPOSED POSITION FOR THIS PROJECT	:	<i>Consultant _ Idea Bank Development.</i>			
2	NAME OF PERSON	:	Wahid Anwar			
3	DATE OF BIRTH	:	18/11/1982			
4	NATIONALITY	:	Bangladeshi			
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES					
6	EDUCATION		<p>Bachelor of science Computer Science North South University Year of Passing: Spring – 2006. CGPA 3.0 out of 4.00</p> <p>Higher Secondary School Certificate Jhenidah Cadet College First Division Year of Passing: 2000</p> <p>Secondary School Certificate Jhenidah Cadet College First Division Year of Passing: 1998</p>			
7	OTHER TRAINING					
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		<p><i>[The Applicant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i></p> <p><i>[The Applicant should clearly indicate the Position held and <b>give a brief description of the duties</b> in which the Applicant was involved].</i></p>			
	<p>AI Microsystems As Senior Software Eng.</p>		FROM: July 01, 2012	TO: <i>Continue</i>		



Together Initiatives Ltd  
as Senior Software Eng.

FROM: September 2010

TO: May 2012

Maestro (Pvt) Ltd.  
as Software Eng.

FROM: May 2008

TO: March 2010

11 WORK UNDERTAKEN THAT BEST  
ILLUSTRATES THE CAPABILITY TO  
HANDLE THIS ASSIGNMENT

12 COMPUTER SKILL

- Java EE/ J2EE
- JSP
- Servlets
- MS SQL Server
- MySQL
- MS Visio
- MS Project
- UML
- CMMi
- Oracle

#### 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

Wahid Anwar

Date of Signing

dd / mm / yyyy

27

06

2016

## Form 3C. Indicative Remuneration & Expenses

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

### (1) Remuneration

Rate (per month / day / hour in Tk)	Staff Time (No. month / day / hour)	Total (Tk)
1.15,000 Tk / Per month	12 months	1,380,000 Tk

**Note: A month consists of 30 calendar days.**

### (2) Reimbursable (as applicable) : As per organizational policy

	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	

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.

## 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 ( <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 <b>Sub-Clause 3.5</b></p> <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.</p> <p>3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:</p> <ul style="list-style-type: none"><li>(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and</li><li>(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.</li></ul> |

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**

- |                                      |   |
|--------------------------------------|---|
| 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 <i>[insert amount]</i> , 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 <b>Annex B</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 ( <b>Remuneration &amp; Reimbursable</b> ) required to carry out the services described in <b>Annex A</b>  |
| 12. Payment Conditions               | 12.1 <b>Currency:</b> Payments shall be made in Bangladesh Taka.  |
|                                      | 12.2 <b>Payments:</b> 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 <b>Annex C</b>  |
|                                      | 12.3 The Consultant shall submit an Invoice at the periods specified in <b>Annex C</b> 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 <b>Final Payment:</b> 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 <b>Client's Representative:</b> The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.  |

- 15.2 **Reports:** During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in **Annex C**, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.
16. Confidentiality      16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
17. Consultant's Liabilities      17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
18. Consultant not to be Engaged in Certain Activities      18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

## **Obligations of the Client**

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

## **Termination and Settlement of Disputes**

20. Termination      20.1 **By the Client**
- The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 20.2 **By the Consultant**
- The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
21. Dispute Resolution      21.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 21.2 Arbitration

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



## **ANNEX A: Description of the Services**

*[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided , (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).*

*[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.*

1. *The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
2. *Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*
  - (a) *Address of the Client:  
(With phone number, Fax number & e-mail)*
  - (b) *Address of the Client:  
(With phone number, Fax number & e-mail)*
3. *Logistics and facilities to be provided to the Consultant by the Client are listed below:*
  - *Office space with furniture including file cabinet and electric connection;*
  - *Office Assistant(s)/Support staff;*
  - *Office equipment like computer, printer etc;*
  - *Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.*
  - *Any other facilities agreed by both Client & the Consultant.*

## ANNEX B: Cost estimates of Services and Schedule of Rates

### (A) Remuneration

Name of Consultant	Rate, Taka	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [ <i>state monthly, daily or hourly</i> ] 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)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

<b>CONTRACT CEILING (A) +(B)=</b>	<b>Total =</b>
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## **ANNEX C: Consultant's reporting Obligations & Payment Schedule**

As specified in the ToR