



**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH**

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

(Time Based)

Jr. Consultant (Agency Formation)

Eol reference number: 56.83.0000.006.11.001.25.69

Date: 26th January 2025



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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 **Jr. Consultant (Agency Formation)** 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) interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.



B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
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 12th February 2025 up to 11.45 AM (BST) 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:



[Client shall fix the Points]

Criteria	Points
• Educational Qualification	[20 points]
• Relevant Working Experience and its adequacy for the assignment	[60 points]
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	[10 points]
Total points:	90 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70%, which is 63]* 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 ten (10) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee (POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.
9. Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.



- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalize the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services”
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

- 10. Award of Contract
 - 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
- 11. Debriefing
 - 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
 - 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
- 12. Commencement of Services
 - 12.1 The applicant is expected to commence the assignment on March 2025 at the location of Dhaka. The duration of the contract shall be 11 months (Subject to the validity of the project) from the date of commencement.



Section 2. Terms of Reference

For Selection of Individual Consultant

Job #	N/A
Job Title	Jr. Consultant (Agency Formation)
Number of Positions	01
Location	Dhaka, Bangladesh
Appointment	Local Hire
Job Posted	TBA
Closing Date	TBA
Language	Bangla [Essential]; English [Essential]
Appointment Type	Time-Based. Duration: 11 months (Subject to the project's validity period. Further extension is subject to the performance of the incumbent and availability of fund)

Background of the Project:

The Aspire to Innovate (a2i) Programme builds on the Government of Bangladesh's efforts to introduce a citizen-centric culture of innovation in civil service to improve service delivery and make services more inclusive, affordable, reliable, and easier to access. This project will provide support to establish institutional mechanisms and improve accountability to accelerate SDG achievements in Bangladesh.

This project will have three components:

1. Institutionalizing Public Service Innovation and Improving Accountability
2. Catalyzing Digital Financial Services and Fintech Innovations
3. Incubating Private Sector-enabled Public Service Innovation

Background of the assignment:

Bangladesh is actively working to modernize and streamline its citizen and office-centric services by integrating cutting-edge technologies and fostering innovative approaches to service delivery. At the forefront of this initiative is the Aspire to Innovate (a2i) Programme, which focuses on enabling ministries, departments, and organizations to adopt advanced practices and systems that enhance efficiency, transparency, and service quality.

The a2i Programme supports the development of a robust organizational infrastructure that empowers public and private sectors to implement transformative projects. By facilitating capacity-building sessions, organizing workshops, and providing strategic resources, a2i ensures that these entities can operate effectively within an evolving technological and organizational landscape.

Aspire to Innovate (a2i) Programme is looking for a Junior Consultant (Agency Formation) who will contribute to the overall mission of advancing a Technology based Bangladesh by assisting in tasks that support Agency Formation, Organizational Development, Cultural Transformation, Organizational Capacity Development, and the development of a learning culture within the agency.

Objectives of the assignment:

- Support in assessing the relevance of the agency to the formal and informal labour markets.
- Support in assessing the capacity of each team and stakeholders to operate and sustain the new business model/ programmes while proposing new methods.
- Support analysis of institutional and administrative framework, cost structures, market potentials, revenue models, brand valuation, return on investment; and support necessary solutions for a2i platforms/components.



- Support in terms of stakeholder engagement of both government and private sector and networking at a national and international level.
- Support documenting the good practices, challenges faced, and lessons learnt for recommending measures to improve the policy, systems and practices of the agency going forward.
- Support reviewing the current documentation, reporting and preservation mechanism of the organization and propose new frameworks/ideas to be developed.
- Support in report generation and documentation process as per requirement.
- Assist to organize various workshops, training, session etc.
- Support in Agency Formation process.
- Assist in Staffing, Compensation & Benefits & Operations.
- Assist in the assessment and enhancement of the agency's organizational structures and processes.
- Support the creation of programs and activities that foster a positive and inclusive work environment.
- Aid in the development and execution of strategies to shift and enhance the organizational culture.
- Support initiatives that promote shared values, vision, and mission among all employees.
- Contribute to the creation and promotion of continuous learning opportunities for all staff members.
- Support to develop and implement frameworks for ongoing professional development and skill enhancement.

Supervision and Performance Evaluation:

The **Jr. Consultant (Agency Formation)** will be working with the Agency Formation team of Aspire to Innovate (a2i) Programme. A performance evaluation will be conducted by the project authority of a2i. After the contract period and further continuation of the contract will depend upon the satisfactory performance and availability of funds.

Scope of work, Duties and Responsibilities:

- Support in the Agency Formation process.
- Primarily design & drafting Agency Formation Organogram, frameworks, policy & SoP & others documents.
- Support to enhance stakeholder engagement, fostering relationships with government, private sector, and community stakeholders.
- Conduct market research on formal and informal labor markets, identifying trends, demands, and future projections.
- Support in evaluating project's initiatives against market needs and the competitive landscape.
- Support to develop capacity-building plans focusing on skill development, knowledge enhancement, and resource optimization.
- Prepare various reports related to Agency Formation, staffing & operation, compensation & benefits.
- Assist in employer branding & employee engagement, employee career path development programme.
- Implement training programs addressing gaps and promoting continuous improvement.
- Organize and facilitate networking events, workshops, and conferences to promote collaboration and partnership opportunities.
- Maintain and update Agency Formation various files, policy documentation, guidelines, challenges, and lessons learned systematically.
- Support to analyse data to identify themes, trends, and areas for improvement in policies, processes, and implementation.
- Assist in Organizational Development and cultural transformation-related work.
- Assist in implementing new frameworks and tools for better data collection, analysis, and information dissemination.



- Support in establishing standardized reporting formats and guidelines for consistency and accuracy.
- Develop and facilitate engaging workshops, training sessions, and seminars to enhance skills and promote continuous learning.
- Assist in assessing and optimize organizational structures, workflows, and processes for efficiency and strategic alignment.
- Foster inclusivity, diversity, and supportive workplace culture, promoting continuous learning and career development opportunities.

Technical Competencies

1. Policy and Framework Development

- Proficiency in designing organizational frameworks, policies, SoPs, and organograms.
- Knowledge of governance structures and operational planning.

2. Stakeholder Engagement

- Strong interpersonal and communication skills to build relationships with government, private, and community stakeholders.
- Experience in stakeholder mapping and collaboration strategies.

3. Market Research and Data Analysis

- Competence in conducting market research and analyzing trends, demands, and labour market data.
- Familiarity with statistical tools and software (e.g., SPSS, R, Excel).

4. Capacity Building

- Expertise in developing training materials, capacity-building plans, and skill development programs.
- Understanding of adult learning principles and training delivery methods.

5. Documentation and Reporting

- Ability to prepare comprehensive reports on staffing, operations, compensation, and benefits.
- Skilled in maintaining systematic documentation and creating standardized reporting formats.

6. Organizational Development and Change Management

- Knowledge of organizational development and cultural transformation practices.
- Familiarity with tools for process optimization and workflow analysis.

7. HR and Talent Management

- Skills in employer branding, employee engagement, and career path development.
- Understanding of performance management and employee lifecycle processes.

Functional Competencies

1. Organizational Structuring and Design

- Understanding of recruitment processes, including job posting, shortlisting, and interview coordination.
- Ability to manage onboarding logistics, ensuring smooth integration of new staff into the organization.

2. Strategic Planning

- Ability to prioritize and align activities with organizational objectives and long-term goals.
- Skill in designing frameworks and plans to achieve measurable outcomes.

3. Effective Communication

- Proficiency in preparing clear and concise reports, presentations, and documentation.



- Ability to convey ideas effectively to diverse audiences, including stakeholders from different sectors.
- 4. Problem-Solving and Decision-Making**
- Skill in analyzing complex issues to identify practical and effective solutions.
 - Capacity to assess risks and make informed decisions that align with organizational needs.
- 5. Project Coordination**
- Competence in managing multiple tasks and timelines to ensure project deliverables are met.
 - Ability to coordinate with various teams to maintain alignment and efficiency.
- 6. Adaptability and Flexibility**
- Ability to adapt to changing priorities and requirements while maintaining high-quality outputs.
 - Skill in navigating ambiguity and finding innovative ways to address challenges.
- 7. Event and Program Facilitation**
- Skill in planning and executing workshops, conferences, and networking events.
 - Ability to engage participants effectively and ensure meaningful outcomes.

Deliverables and timeline:

The assignment will be for 11 months (Subject to the project’s validity period). Completed tasks under each area and activity will be as follows:

Deliverables	Timeline
<ul style="list-style-type: none"> • Finalized the Agency Formation organogram, frameworks, policies, and SoPs. • Completed a labor market research report with identified trends and future demands. • Created and implemented capacity-building plans with measurable skill and resource improvements. • Prepared and submitted reports on Agency Formation, staffing, and compensation. • Designed and delivered training programs to address gaps and enhance skills. • Organized and facilitated networking events, workshops, and conferences. • Developed standardized reporting formats and guidelines for consistent documentation. • Analyzed data to identify trends and improve policies and organizational strategies. 	<p>11 Months (Subject to the project’s validity period)</p>

The incumbent will perform other related duties and responsibilities as and when required and assigned. The incumbent should function as an effective team member.

Payment: The Consultant will be paid equal instalments on a monthly basis upon completion of the above deliverables.

Requirements for Experience and Qualifications:

I. Academic Qualifications:

- Minimum Bachelor’s degree in any discipline from any reputed public/private University



II. Experience:

- At least 4 years of work experience in national/ international organizations.
- At least 2 years work experience of organizational development/project implementation.
- At least 2 years work experience of staffing, compensation & benefits and operations.



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:

Email:

Tel:

Attachment:



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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>			
2	NAME OF PERSON :	<i>[state full name]</i>			
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>			
4	NATIONALITY :				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i>			
	<i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i>	<i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>			
	EMPLOYER 1	FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>		
	EMPLOYER 2	FROM:	TO:		
	EMPLOYER 3	FROM:	TO:		
	EMPLOYER 4 (etc)	FROM:	TO:		



11 WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>
12 COMPUTER SKILL	

CERTIFICATION

[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing dd / mm / yyyy			



Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

Rate (per month / day / hour in Tk)	Staff Time (No. month / day / hour)	Total (Tk) Including AIT & VAT

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

	Rate per unit	Total unit	Total Amount (Tk) Including AIT & VAT
(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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Signature
Name:



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 (*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. |
| | | 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
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- or**
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or**
- Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.



13. Payment Conditions
- 13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.
- 13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.
- [For aid funded procurement Advance Payments may be applicable. However, for 100% GoB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]*
- 13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

Obligations of the Consultant

14. Medical Arrangements
- 14.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.
15. Working Hours and Leave
- 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.
16. Performance Standard
- 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
17. Contract Administration
- 17.1 **Client's Representative**
- The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.



17.2 Timesheets

The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.

18. Confidentiality 18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
19. Consultant's Liabilities 19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
20. Consultant not to be Engaged in Certain Activities 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

21. Services, Facilities and Property 21.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

Termination and Settlement of Disputes

22. Termination 22.1 **By the Client**
- The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 22.2 **By the Consultant**
- The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
23. Dispute Resolution 23.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 23.2 **Arbitration**
- If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of



Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



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 [state monthly, daily or hourly] rate		Sub-Total (A)	

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance				
(b) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

CONTRACT CEILING (A) +(B)=	Total =
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ANNEX C: Consultant's Reporting Obligations
(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report			
2	Interim Progress Report (a) First Status Report (b) Second Status Report			
3	Draft Report			
4	Final Report			



Request for Expressions of Interest

*This is the website format and as used for published advertisement.
It is included in this document for information only*

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH				
1	Ministry/Division	<input type="text" value=" < select >"/>	<input type="checkbox" value="V"/>	
2	Agency	<input type="text" value=" < select >"/>	<input type="checkbox" value="V"/>	
3	Client Name	<input type="text" value=" < type in name >"/>		
4	Client Code	Not used at present		
5	Client District	<input type="text" value=" < select >"/>	<input type="checkbox" value="V"/>	
6	Expression of Interest for Selection of	<input type="text" value=" < type in name >"/>		
7	EOI Ref No	<input type="text" value=" < type in name >"/>		
8	Date	<input type="text" value=" < select >"/>	<input type="checkbox" value="V"/>	
KEY INFORMATION				
FUNDING INFORMATION				
10	Source of Funds	<input type="text" value=" < select >"/>	<input type="checkbox" value="V"/>	
11	Development Partners (if applicable)	<input type="text" value=" < type in name >"/>		
PARTICULAR INFORMATION				
12	Project / Programme Code (if applicable)	<input type="text" value=" < use MOF code >"/>		
13	Project / Programme Name (if applicable)	<input type="text" value=" < use MOF name >"/>		
14	EOI Closing Date and Time	Date	Time	
		<input type="text" value=" < select >"/>	<input type="text" value=" < select >"/>	<input type="checkbox" value="V"/>
		<input type="text" value=" < type in name >"/>		
INFORMATION FOR APPLICANT				
16	Brief Description of Assignment	<input type="text" value=" < type in details >"/>		
17	Qualification and Experience	<input type="text" value=" < type in details >"/>		
18	Other Details (if applicable)	<input type="text" value=" < type in details >"/>		
CLIENT DETAILS				
21	Name of Official Inviting EOI	<input type="text" value=" < type in name >"/>		
22	Designation of Official Inviting EOI	<input type="text" value=" < type in name >"/>		
23	Address of Official Inviting EOI	<input type="text" value=" < type in name >"/>		
24	Contact details of Official Inviting EOI	<input type="text" value=" , Tel. No. >"/>	<input type="text" value=" < Fax No. >"/>	<input type="text" value=" < e-mail >"/>
25	The Client reserves the right to reject all EOI's			

< select > : these fields are "pop-up" fields and the Client will only have to select the correct name, address or date in order to complete the form.

< type in name > : these fields are to be completed by typing in the relevant data.



This letter will be self-generated from the webpage Advertisement

1
2
3
5

**Request for Expression of Interest
For Selection of [6]**

EOI Ref No: [7]

Date: [8]

The [3] has been allocated public funds from the Government of the Peoples Republic of Bangladesh (GoB) toward the cost of the [13], and intends to apply part of the proceeds of these funds to payments under the contract for the provision of consultancy services for the project by an individual consultant (national).

The services include [16]

The qualification and experience required for the assignment is as follows: [17]

The [3] now invites eligible Applicants to apply for the positions. . Applicants are invited to provide information indicating that they are qualified to perform the services (complete CV with other details as required as per the Application Forms)

A Consultant will be selected using the selection of individual consultant sub-method in accordance with the Public Procurement Rules 2007. It is expected that the services will be commenced on [20 (3)] at [20 (2)] and shall be completed on [20 (4)] at [21 (2)].

Interested consultants are required to submit their expressions of interest in accordance with the standard Application Forms which may be obtained by the office of the undersigned during normal office hours (or available in the website:www.....).

Expressions of Interest shall be submitted by [14(2)] on [14(1)], in sealed envelope delivered to [21], and be clearly marked "Request for Expressions of Interest for Selection of [6].

[25]

[21]
[22]
[23]
[24]

