



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

**Request for Application (RFA)
Selection of Individual Junior PPP Legal Expert (National)**

(Time Based)

MEMO NO: 03.11.0000.856.95.029.23-1899, Date: 15 October 2023

**Public Private Partnership Authority
Prime Minister's Office**

Address:
Plot: E, 13-B, 1st Floor, Sher-e-Bangla Nagar
Agargaon, Dhaka-1207.

Table of Contents

Section 1. Information to the Applicants.....	3
A. General.....	3
1. Scope of assignment	3
2. Qualifications of the Applicant	3
3. Eligible Applicants	3
4. Corrupt, Fraudulent, Collusive or Coercive Practices	4
5. Conflict of Interest.....	4
B. Preparation, Submission & Modification or Substitution of Applications	5
6. Preparation of Application	5
7. Submission of Application	5
C. Evaluation of Applications	5
8. Evaluation of applications.....	5
9. Application Negotiations.....	6
D. Award of Contract	7
10. Award of Contract.....	7
11. Debriefing	7
12. Commencement of Services	7
Section 2. Terms of Reference	8
Section 3. Application Forms.....	11
Form 3A. Application Submission	13
Attachment:	13
Form 3B. Curriculum Vitae (CV) of the Applicant.....	14
Form 3C. Indicative Remuneration & Expenses	16
Section 4. Contract Forms.....	17
4.1 Contract Agreement (Time-based).....	18
General.....	18
1. Services	18
2. Duration and Duty Station	18
3. Corrupt, Fraudulent, Collusive or Coercive Practices	18
4. Applicable Law	19
5. Governing Language	19
6. Modification of Contract.....	19
7. Ownership of Material.....	19
8. Relation between the Parties	19
9. Contractual Ethics	19
Payments to the Consultant	20
10. Ceiling Amount	20
11. Remuneration	20
12. Reimbursable	20
13. Payment Conditions	21
Obligations of the Consultant	21
14. Medical Arrangements.....	21
15. Working Hours and Leave	21
16. Performance Standard	21
17. Contract Administration	22
18. Confidentiality	22
19. Consultant's Liabilities	22
20. Consultant not to be Engaged in Certain Activities	22

Obligations of the Client	22
21. Services, Facilities and Property	22
Termination and Settlement of Disputes.....	22
22. Termination.....	22
23. Dispute Resolution	22
ANNEX A: Description of the Services	24
ANNEX B: Cost estimates of Services and Schedule of Rates.....	24
ANNEX C: Consultant’s Reporting Obligations.....	24

Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated Public fund for **its administrative and project related assignments** 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.
3. Eligible Applicants
 - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
 - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
 - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications.
 - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
 - 3.5 The Applicant has the legal capacity to enter into the Contract
 - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
 - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
 - 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5

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

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is 31st October 2023 up to 12.00 PM Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications
- 8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.

8.2 The points to be given under each of the evaluation Criteria are:

Criteria	Points
• Educational Qualification	20
• Relevant Working Experience and its adequacy for the assignment	65
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	10
Total points:	95 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 70 shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants

8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.

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

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

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

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

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

9. Application Negotiations

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

- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall 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.

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 December, 2023 through reporting at PPP Authority office. The duration of the contract shall be maximum 7 (Seven) months from the date of commencement. |

Section 2. Terms of Reference

Terms of Reference (TOR) for Junior PPP Legal Expert (Individual)

1. Background:

The Bangladesh Public-Private Partnership Act, 2015 (“PPP Act”) was enacted and gazetted on 16 September, 2015. Under this act, the PPP Authority was established in September 2015 as a separate, autonomous Authority under the Prime Minister’s Office to act as a catalyst to proactively identify, realize, screen, develop and provide support for PPP projects.

The PPP Authority supports line Ministries to facilitate identification, development and tendering of PPP projects to international standards. For interested investors and lenders, the PPP Authority provides a professional, transparent, centralized portal to high quality PPP Projects. The PPP Authority helps to augment government sector line ministry project development efforts with world-class external PPP resources, with the goal of increasing the quality, attractiveness, and sustainability of PPP projects while realizing them in an efficient and cost-effective manner.

PPP Authority not only has a regulatory oversight role, it offers project development support, and provides expert project facilitation services to the Contracting Authorities and Line Ministries. PPP Authority engages in-house expertise to maintain all the communications, coordinate the activities between multiple foreign and local stakeholders, updating and reporting of the progress to concerned authorities. Besides, the Authority appoints Transaction Advisors, consultancy firms and individual consultants to performs its mandated services. It also ensures that the interest of the government is protected legally while maximize total expertise and efficiency from the private partner smoothly. To effectively serve these above functions, PPP Authority intends to appoint a full time PPP Legal Expert.

A part of the revenue budget of the PPPA will now be made available to support PPP Authority in its appointment of a PPP Legal Expert (Individual) in delivering its PPP roles and responsibilities under the PPP program. The consultant would be selected following the Bangladesh procurement regulations, PPA-2006 and PPR-2008.

2. Purpose/ Objectives:

The main purpose of this consultancy service is to support, implement and advice PPP Authority for implementation of its project development and management activities throughout the life cycle of a PPP project.

The consulting services shall be provided by this experienced and qualified individual PPP Legal Expert include, but not necessarily be limited to the following:

- (a) Support PPP Authority in all aspects of legal affairs in its day-to-day activities
- (b) Support PPP Authority in management of PPP Project Pipeline from legal perspective

3. Scope of Services: (Duties and Responsibilities)

The PPP Legal Expert will have to ensure legal safeguards through sound knowledge and involvement for facilitating smooth implementation of the PPP Project management activities. The tasks that the expert will need to undertake include (but not limited to the following):

- (a) Review of the legal framework, regulatory framework, institutional framework, and financial support mechanisms for PPPs in the region and other developed markets as applicable and develop a comparison matrix of key positions of international best practices and structures;
- (b) Review and analysis of the existing legal framework, institutional framework, regulatory framework and financial support mechanisms for the origination and structuring of PPP transactions, including the enacted PPP Act keeping in view international best practices;
- (c) Review and provide legal endorsement of all PPP projects' documents, including but not limited to arbitration clauses; dispute resolution mechanisms, including applicable international legislation; warranties and legal liabilities of the investor and the Government of Bangladesh, pre-qualification documents, evaluation criteria, notification of pre-qualified bidders and grievances redressal etc.;
- (d) Review and provide legal endorsement to bidding documents, evaluation criteria and contracts/agreements for inviting bids for procurement as per procurement rules, and assistance in grievances redressal or any other matter incidental thereto;
- (e) Participate in contract negotiations to ensure adequate legal protection of the interests of the Government of Bangladesh in the legal agreements, including legal endorsement of performance guarantees or any other guarantee and signing of contract agreement;
- (f) Interact on behalf of the Government of Bangladesh with relevant central and local government authorities as and when required with regard to corporate/ contractual/ commercial/ legal matters of the Client falling under purview of PPP projects;
- (g) Negotiate and reply legal notices and help the Government of Bangladesh in sorting out issues out of court(s) through Alternate Dispute Resolution (ADR) mechanism;
- (h) Advise the Government of Bangladesh in selecting and hiring the services of an international law firm to represent the Government of Bangladesh in international arbitration or foreign court of law, if a relevant dispute arises;
- (i) Guide development of annotated bibliography of PPP related legislative and regulatory material, global best practice and development of standardized contractual provisions and security documents;
- (j) Work closely with technical experts to ensure the smooth integration of all documentation and impact across the legal and financial documentation;
- (k) Support PPP Authority for all procurement process starting from preparation of bidding documents to award the contract
- (l) Assist PPP Authority in monitoring contractual management, documentation and communication
- (m) Any other task assigned by the Chief Executive Officer (CEO) of PPP Authority/ Management of PPP Authority as and when required;
- (n) Arrange knowledge sharing session for PPP Authority or other government organizations recommended by PPP Authority.

4. Educational Requirement

- a) Minimum Bachelor in law (LLB) from any reputed university.
- b) Legal qualification from another common law jurisdiction (e.g., UK, Singapore), Master's degree in Investment Project Financing, Project Management and/or International Arbitration, and/or MBA would be strong advantages.

5. Required Qualification and Experience

A. Mandatory Criteria:

- (a) At least 5 years of work experience with 3 years in projects from private, public or lender's side as legal professional;
- (b) Have sound understanding of national PPP regulations (PPP Act, PPP Procurement Guidelines, G2G PPP Policy, Guidelines for Unsolicited Proposal, etc.);
- (c) Must have in depth knowledge and experience in working in at least 1 Infrastructure/Development projects as legal professional
- (d) Experience of work in different sectors of PPP (Transport (Roads, Bridges, Ports, etc) Energy, Power, Water, Social, Healthcare, etc.)

B. Secondary Preferred Criteria:

- (a) Knowledge and experience of projects in infrastructure/development will be given preference;
- (b) Working experience with any of the Multilateral Development Banks/ Organizations is desired
- (c) Knowledge of Public Procurement is expected.

6. Reporting Arrangement:

The Legal Expert will be responsible to the Chief Executive Officer (Secretary) of PPP Authority or to any other person designated by him for discharging all functions pertaining to legal advisory services under the projects. He/she will submit the following reports to PPPA in de time.

Ref	Reports	Frequency/ Time
	Work Plan setting out scope of services to be delivered with monthly targets	Within 1 Month of Contract becoming effective, and then updated as required
	Monthly Progress Reports to be set out performance against Work Plan	Every month
	Final report on assessment of overall performance over the period of the assignment	In the last Month of the Contract

7. Duration:

Duration of the consultancy services would be initially for **07 (Seven) months**. However, the duration may be increased or decreased depending on the performance of the expert, project's need and budget.

8. Counterpart Support:

The PPPA will provide institutional support where necessary. No supporting staff is available of this position. The incumbent should have necessary computer skill to furnish the jobs/assignments with his/her own laptop. The office accommodation will be available in the working station of PPPA's premises and no transport/vehicle is provided for come/go to office.

9. Place of Work:

Consultant shall be located at office of PPP Authority at Agargaon in Dhaka.

10. Nationality:

Bangladeshi nationals only.

11. Language Proficiency:

Excellent speaking and writing skill in Bangla and English

12. Payments:

This is a time-based contract and payments will be made monthly in arrears (that is, payment made each month will be for services rendered during the immediately preceding month) supported by the submission of time sheets by the consultant. The negotiable contract ceiling (that is, total contract price for the duration of the contract) shall represent the consolidated remuneration inclusive of applicable Income Tax and VAT as per the laws of Bangladesh. The Client will deduct the applicable Tax and VAT from the remuneration of the consultant and pay the net amount to him/her.

13. Recommended presentation of Application

- (a) Letter of application with duly accomplished Letter of Confirmation of Interest and Statement of availability for the assignment
- (b) CV indicating all past relevant experience, qualification, etc., as well as the contract details (including email and telephone number).
- (c) Consultants are required to submit all necessary supporting documents in support of the above-mentioned qualification criteria.

Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

I am hereby submitting my Application to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for Application dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 5.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 4.

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:

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	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Language</u></td> <td style="text-align: center;"><u>Speaking</u></td> <td style="text-align: center;"><u>Reading</u></td> <td style="text-align: center;"><u>Writing</u></td> </tr> <tr> <td style="text-align: center;"><i>e.g. English</i></td> <td style="text-align: center;"><i>Fluent</i></td> <td style="text-align: center;"><i>Excellent</i></td> <td style="text-align: center;"><i>Excellent</i></td> </tr> </table>	<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>				
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<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>											
9	COUNTRIES OF WORK EXPERIENCE													
10	EMPLOYMENT RECORD <i>[starting with present position list in reverse order every employment held and state the start and end dates of each employment]</i>	<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 give a brief description of the duties in which the Applicant was involved].</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">EMPLOYER 1</td> <td style="width: 30%;">FROM: <i>[e.g. January 1999]</i></td> <td style="width: 30%;">TO: <i>[e.g. December 2001]</i></td> </tr> <tr> <td>EMPLOYER 2</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 3</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 4 (etc)</td> <td>FROM:</td> <td>TO:</td> </tr> </table>	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:
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 in Tk)	Staff Time (No. Month)	Total (Tk) (Excluding all applicable VAT and Taxes)
	6 months	

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	

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 *[Insert Date]*, by and between **Public Private Partnership Authority, Prime Minister’s Office** (“the Procuring Entity”) having its office at *Plot: E, 13-B, 1st Floor, Sherebangla Nagar, Agargaon, Dhaka-1207*, 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 and Duty Station
 - 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.
 - 2.2 The Consultant shall perform the Services during the period majorly at his own office or working premise. However, to fulfil the service, essential visits and work at the Client’s premise is also required. Client shall create necessary facilities and supports to the Consultant to facilitate such cases.
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 basis.
- 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 [Not Applicable]
- 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. [Not Applicable]
12. Reimbursable
- 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. [Not Applicable]
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.

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| 13. Payment Conditions | <p>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.</p> <p>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. [Not Applicable]</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
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Obligations of the Consultant

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| 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 | <p>15.1 The Consultant shall, when engaged directly with the Client, follow the Holidays of the Client, and entitlement to leave as per the Client's Rules.</p> <p>15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.</p> <p>15.3 The Consultant shall perform the Services during the period majorly at his own premise and the required working hour in any month is 150 hours. However, to fulfil the service, essential visits and work at the Client's premise is also required but the Consultant will decide this schedule to best fit with the requirement of the Client.</p> |
| 16. Performance Standard | 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |

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| 17. Contract Administration | <p>17.1 Client's Representative</p> <p>The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> <p>17.2 Timesheets</p> <p>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.</p> |
| 18. Confidentiality | <p>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.</p> |
| 19. Consultant's Liabilities | <p>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.</p> <p>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.</p> |
| 20. Consultant not to be Engaged in Certain Activities | <p>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.</p> |

Obligations of the Client

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| 21. Services, Facilities and Property | <p>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.</p> |
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Termination and Settlement of Disputes

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| 22. Termination | <p>22.1 By the Client</p> <p>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.</p> <p>22.2 By the Consultant</p> <p>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.</p> |
| 23. Dispute Resolution | <p>23.1 Amicable Settlement</p> |

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

As per the ToR

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)
		6 Month	
Remuneration is made on a Monthly 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

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report			
2	Monthly Brief Progress Report			
3.	Quarterly Progress Report			
4	Draft Final Report			
5	Final Report			
6	Other Report			

