



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

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

(Time Based)

**Office of the Program Coordinator
Secondary Education Development Program (SEDP)
Program Coordination Unit (PCU)
Secondary & Higher Education Division
Ministry of Education
E-mail: sedppcu@gmail.com**

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.....	7
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	13
Form 3A. Application Submission	14
Attachment:	14
Form 3B. Curriculum Vitae (CV) of the Applicant	15
Form 3C. Indicative Remuneration & Expenses	17
Section 4. Contract Forms	18
4.1 Contract Agreement (Time-based)	19
General.....	19
1. Services.....	19
2. Duration	19
3. Corrupt, Fraudulent, Collusive or Coercive Practices.....	19
4. Applicable Law	20
5. Governing Language.....	20
6. Modification of Contract	20
7. Ownership of Material	20
8. Relation between the Parties.....	20
9. Contractual Ethics	20
Payments to the Consultant	20
10. Ceiling Amount	20
11. Remuneration	21
12. Reimbursables.....	21
13. Payment Conditions	21
Obligations of the Consultant	22
14. Medical Arrangements.....	22

15.	Working Hours and Leave	22
16.	Performance Standard	22
17.	Contract Administration	22
18.	Confidentiality	23
19.	Consultant's Liabilities.....	23
20.	Consultant not to be Engaged in Certain Activities.....	23
Obligations of the Client		23
21.	Services, Facilities and Property.....	23
Termination and Settlement of Disputes		23
22.	Termination.....	23
23.	Dispute Resolution	23
ANNEX A: Description of the Services		25
ANNEX B: Cost estimates of Services and Schedule of Rates.....		26
ANNEX C: Consultant's Reporting Obligations		27
Request for Expressions of Interest		28
PROCURING ENTITY DETAILS		29

Section 1. Information to the Applicants

A. General

- | | |
|------------------------------------|---|
| 1. Scope of assignment | 1.1 The Client has been allocated Public fund for the Management and Technical Assistance and Coordination of SEDP (Program Coordination Unit, SEDP) 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><i>[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]</i></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> |

- 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 **03 December 2023 up to 3.00 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:

[Client shall fixed the Points]

Criteria	Points
• Educational Qualification	20
• Relevant Working Experience and its adequacy for the assignment	60
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	15
Total points:	95 points

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

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

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

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

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

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

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

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

may result in the rejection of the Application.

9. Application
Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalize the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

10. Award of Contract

- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

11. Debriefing

- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

12. Commencement of
Services

- 12.1 The applicant is expected to commence the assignment on 1st January 2024 at the location of Monitoring and Evaluation Wing, DSHE, Dhaka. The duration of the contract shall be 12 Months from the date of commencement.

Section 2. Terms of Reference

Background and Rationale

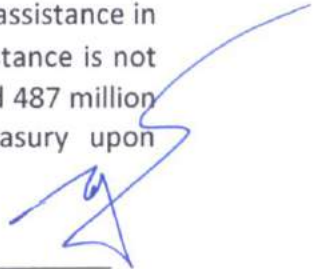
1.1. Background and Objective of the Program:

Ministry of Education (MOE) decided to undertake a phased transition to a Sector-wide Approach (SWAp) modality for development in secondary education beginning with the approval and implementation of a comprehensive Secondary Education Sector Road map. Based on the SWAp Road map, a phased transition to a SWAp was initiated by MOE. The government officially decided to adopt full SWAp in Secondary Education sub-sector aimed at Grade 12 completion by increased numbers of students, including those from disadvantaged groups, organized around three Results:

- Improved Quality: teaching and learning; curriculum, learning materials and examinations; digitization;
- Increased Quantity: student access, participation and retention; carefully-planned construction and renovation;
- Increase Efficiency: Effective, decentralized management; systematic programme monitoring; satisfactory and timely resolution of key policy issues.

In the interests of successful implementation of the ongoing and proposed schemes under the program, the revised SEDP document for the approval of the Honorable Prime Minister (HPM) on 11 June 2023. The Revised Secondary Education Development Program (SEDP) is being implemented over the course of seven years from the financial year (FY) 2018/19 to FY 2024/25. SEDP covers grades 6-12, annually supporting more than 12 million students and 438,000 teachers from more than 20,960 general schools, 9,400 madrasahs, and 7761 technical education institutes under DTE including 1190 general schools with SSC vocational stream programs. SEDP spans the entire activities of Ministry of Education (MoE) excluding those for higher education (post grade 12). The purpose of the SEDP is to achieve a more efficient, equitable, inclusive and quality secondary education system towards developing the 21st century global citizens.

1.2 Cost of SEDP and Financing: The Government's SEDP five-year cost was 1,37, 667.30 Crore BDT and the revised seven-year program cost is estimated to be 1,56, 035.29 Crore BDT. Out of the total cost, it is estimated that the operating expenditure and development expenditure under the revised SEDP will stand at 1,27,955.05 Crore BDT and 28,080.23 Crore BDT respectively. SEDP is financed primarily from the Government sources, with support from development partners as budget support (treasury model), including the World Bank and ADB. The planned contribution from the World Bank was US\$ 510 million plus US\$ 10 million GFF grant, and from ADB US\$ 225 million. UNICEF and UNESCO is providing technical assistance in selected areas, within the program framework but the cost of the technical assistance is not part of the program costs. From FY 2018 to FY 2023, the World Bank has disbursed 487 million US\$ and the ADB has disbursed 200 million US\$ to the government treasury upon achievement of the relevant DLIs/DLRs.



1.3. Schemes under SEDP and the PCU: Focusing on different results and sub-results areas, the revised SEDP program has been approved with a proposal of 12 schemes and out of the 12 schemes, Management, Technical Assistance and Coordination of Secondary Education Development Program is one of the schemes to coordinate the SEDP. The scheme is also named as Program Coordination Unit (PCU) and its activities is implemented through several implementing partners such as Directorate of Secondary and Higher Education (DSHE), Directorate of madrasah Education (DME), Boards of Intermediate and Secondary Education (BISEs), National Curriculum and Textbook Board (NCTB), National Academy of Education Management (NAEM), Teachers' Training Colleges (TTCs), Bangladesh Madrasah Teachers' Training Institute (BMTTI), National Teachers Registration and Certification Authority (NTRCA), Department of Inspection and Audit (DIA), Bangladesh Bureau of Education Information and Statistics (BANBEIS), Education Engineering Department (EED) and other implementing partners to be involved during implementation process. The PCU is led by a National Program Coordinator, Ex-officio Additional Secretary of SHED and manned by a number of consultants of different tiers, regular officers on deputation and other support staff.

2. National Assessment of Secondary Students (NASS)

2.1. Under this sub-result area, DSHE's ongoing student assessments SEDP supports: (i) the review of DSHE's Learning Assessment of Secondary Institutions (LASI) to further strengthened for institutionalization. (LASI has been reviewed and the name has been changed to the National Assessment of Secondary Students (NASS); (ii) NASS-19 has been completed for the Grade 6, 8 and Grade 10 National Assessment of Secondary Students (NASS) on a nationally representative sample in Bangla, English, and Mathematics; (iii) identify Grade 6 students' readiness gaps, and provide remedial support; and (iv) undertaken technical analysis of student assessment results, with report preparation and dissemination to support further planning of learning interventions, and use to measure long-term improvement in learning outcomes. The NASS has been captured the key elements of national SDG4 achievements, including reading skills achievement levels.

2.2 Secondary education in Bangladesh spans grades 6 to 10. Bangladesh has pursued a service delivery strategy in the secondary education sector which combines public financing with private provision. Around 98% of schools are these aided non-government schools. 81% of the share of secondary enrollment is in secular aided government schools while 17% of the enrollment is in registered reformed aided non-government madrasahs. Secondary education is under the supervision of the Directorate of Secondary and Higher Education (DSHE) in the Ministry of Education.

The Secondary Education Quality and Access Enhancement Project (SEQAEP) with the IDA financing (credit 5325-BD), which started in 2008 in 122 upazilas throughout Bangladesh, emphasized on the improvement of the education quality by introducing a series of academic support interventions and incentive schemes to improve the quality of education. One of the main objectives of the SEQAEP was to systematically measure the quality of learning by national curriculum-based numeracy and literacy testing on a sample basis. The results of these independent assessments were to be fed back to policymakers and stakeholders to raise their awareness about the quality of education, and adjust quality-related policies and

interventions accordingly. The long-term vision was to build the appropriate capacity to mainstream the assessment system.

The Monitoring and Evaluation Wing (MEW) under DSHE led implementation of Learning Assessment of SEQAEP Institutions (LASI) in July 2012 and December 2013, and Learning Assessment of Secondary Institutions in October 2015 and November 2017. Grade 9 students were tested in 2012 and grade 6 and 8 students were tested in 2013 and 2015 in the subjects of Bangla, English and Math. In 2017, in addition to Grade 10 students were also tested in the same subjects. The result of 2012 LASI was compiled in a report and nationally disseminated as a first systemic learning assessment in secondary education in the country. While the first two rounds of LASI covered only SEQAEP upazilas, the Additional Financing of the SEQAEP which became effective in February 2014 extended the LASI to nationwide coverage. Therefore, the LASI 2015 and 2017 were administered with a representative sample of all secondary institutions in the country, and named as Learning Assessment of Secondary Institutions (LASI). LASI was conducted in November 2017 in Bangla, English and mathematics for grades 6, 8 and 10. LASI renamed National Assessment of Secondary Students (NASS) and conducted survey on 2019 of Bangla, English and mathematics for grades 6, 8 and 10 under SEDP.

3.1 Objectives of the Services required: Taking cognizance of the benefits accruing from the previous rounds of LASI & NASS and its implications on improving the quality of learning outcomes among secondary school students, the Ministry of Education, under the Secondary Education Development Programme has included learning assessments as one of the core themes. The National Assessment of Secondary Students (NASS) 2023 will continue the initiatives taken under the previous rounds of LASI & NASS with additional subject Science to be assessed for grade 6 and 8 of participating students.

3.2 Name of the position: National Assessment of Secondary Students Consultant (Individual)

3.3 Number of position- 01 (One)

3.4 Scope of Work:

To Support the NASS Program the NASS Consultant (Individual) will be responsible for the part of the activities under a result area and as per the agreed Action Plan for NASS-23. The selected incumbent is expected to undertake following responsibilities in respect of his/her jurisdiction but not limited to:

- Review and conceptualize Program under LASI and NASS;
- Facilitate the workshop to develop the test items for NASS;
- Develop guideline/rubrics to Evaluate the scripts of the Constructed Response Questions (CRQ);
- The National Student assessment consultant will be responsible for developing the test instruments, questionnaires and sampling in consultation with MEW, DSHE and SEDP
- Review the quality of data;
- Analyse the student assessment results, where possible, in collaboration with the MEW officials and assist to consultancy firm of SEDP to produce technical and public reports by providing grade level proficiencies for different grades.

- Assist to consultancy firm to analysis of student, school, and teacher background. The analyses should be focused on learning skill;
- Assist to produce an implementation review report and provide recommendations for the future improvement in the implementation of the exercise.
- Ensure the quality of the technical and public report that is finalized by the support of the consultancy firm through a stakeholder consultation workshop;
- NASS consultant will produce data analysis on local level as or when required according to the need based by MEW/SEDP.
- An additional analysis may be required to produce specific recommendations and support policy decision.

3.5 Deliverables:

- Quarterly plan of action segmented in months at the beginning of each quarter
- Monthly report pointing the day to day activities within a week of ending a month
- **Quarterly report within 15 days of quarter end:**
 - highlighting major milestones achieved against set target
 - major challenges faced during the quarter
 - critical issues regarding implementation
 - recommendations

3.6 Reporting:

Reporting to the Director, Monitoring and Evaluation Wing, DSHE on day to day basis and expected to be available at least 8 hours daily for the assignment. Monthly report should be shared with the Program Coordinator. The successful incumbent will not be allowed to be engaged in any other professional activities of the working days during the contract period.

4.1 Counterpart Support: The MEW, DSHE will provide appropriate office space with furniture and necessary stationaries. However, securing cooperation from other staff will depend on the ability/capacity of the incumbent.

4.2 Duration of the contract: One Year.

4.3 Selection Criteria: Required qualification and experience

The applicant should have following qualification and experience:

- The Consultant should have at least Master degree in Education, Social Science/Statistics or relevant subject from a recognized university;
- Ph.D. degree is preferable;
- Experience with Item Response Theory (IRT) analysis;
- Candidates having training certificates in relevant filed will have an additional advantage;
- Experience on Test Item Development, Test Blueprint, Rubrics etc. of a large-scale student learning assessment;
- At least 15 (Fifteen) years general experience in education sector;

- At least 10 (Ten) years specific working experience in students Large Scale learning assessment;
- Any prior experience on successful planning and implementation of the National Assessment for secondary students in Bangladesh will be given preference;
- Familiarity with the Secondary Education Sector of Bangladesh, i.e., National Curriculum Policy, National Education Policy, Assessment Strategy and related issues;
- Familiarity with Secondary Education institutions and the local education administrators and Education data in Bangladesh;
- Strong interpersonal skills and ability to work effectively in a team-based environment and under tight time constraints;
- Ability to provide the full range of operational assistance with independent responsibility;
- Excellent skills in Bangla and English
- Should have very good verbal and written communication skill, both in Bangla & English.
- Must have excellent IT skill;
- Be able to work under pressure and meet deadlines;

4.4 Contract Remuneration: Negotiable

4.5 Payment:

A. Remuneration:

The Client shall pay the Consultant for Services rendered at the rate(s) per man-month spent in accordance with the rates as agreed and specified in contract.

B. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) Normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at actual the costs.
- (ii) Such other expenses as approved in advance by the Client's condition.

4.6 Payment Conditions

Payment shall be made in BDT not later than 14 days following submission of invoices in duplicate to the Coordinator designated in as well as payment entitlement specified in contract.

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
Program Coordinator
Program Coordination Unit,
Secondary Education Development Program (SEDP),
2nd block, Shikkha bhabon, 16 Abdul Gani Road, Dhaka

Dear Sir:

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	<u>Language</u> <i>e.g. English</i>	<u>Speaking</u> <i>Fluent</i>	<u>Reading</u> <i>Excellent</i>	<u>Writing</u> <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>	<i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</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)

Note: A month consists of 30 calendar days.

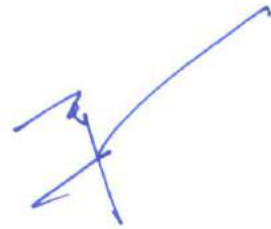
(2) Reimbursable (as applicable)

	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)	
----------------------------	--

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 Sub-Clause 3.5</p> <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.</p> <p>3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:</p> <ul style="list-style-type: none">(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

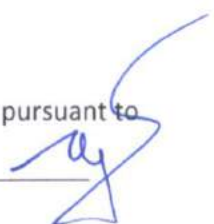
"coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, 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)				
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =		

CONTRACT CEILING (A) +(B)=	Total =
----------------------------	---------

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			