



গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
জাতীয় স্থানীয় সরকার ইনস্টিটিউট
(এনআইএলজি)
২৯, আগারগাঁও, শেরে বাংলা নগর, ঢাকা-১২০৭
www.nilg.gov.bd



শেখ হাসিনার মূলনীতি
গ্রাম শহরের উন্নতি

**Standard Request for Application (SRFA)
Selection of Individual Consultant (National)**

For Research

(Selection of Fixed Budget Based)

Invitation for Proposals No: 46.018.0000.000.03.001.17.110
Issued on: 10.10.2023

PS3

0



Guidance Notes on the Use of The Standard Request for Application for Selection Of Individual Consultants (National)

These guidance notes have been prepared by the CPTU to assist a client in the preparation, using the Standard Request for Application (SRFA), for procurement of Individual Consultants (National). The Client should also refer to the Public Procurement Act 2006 (Act No 24 of 2006), and the Public Procurement Rules 2008, issued to supplement the Act available on CPTU's website: www.cptu.gov.bd/. All concerned are advised to refer to the aforementioned Act and Rules while participating in any selection process of consultants.

Individual Consultants shall be employed in accordance with Section 38 of the Public Procurement Act 2006 and Rule 112 of the Public Procurement Rule 2008 for assignments for which the qualifications and experience of the individual are the overriding requirements and no team of staff and no additional professional support are required.

This document shall be used when a Procuring Entity (the Client) wishes to select an Individual Consultant (National) for **assignments for which the qualifications and experience of the individual are the overriding requirement**, for which payment is linked to reports/deliverables prepared and submitted by the Consultant on specific dates i.e., **payment related to milestone basis**.

Lump sum-based contracts are not commonly used in the selection of Individual Consultants. Lump sum-based contracts are recommended when the Scope of the Services is clearly defined and Consultant's remuneration is linked to the delivery of certain outputs, usually reports, etc. A major advantage of the **lump-sum** contract is the simplicity of its administration; the Client needs only to be satisfied with the output.

SRFA (PS3) has been designed to suit the particular needs of procurement within Bangladesh, and has four (4) Sections, of which **Section 1: Information to the Applicants and the Contract Agreement in Section 4 must not be altered or modified under any circumstances.**

The Client addresses its specific needs through the **Section 2: Terms of Reference (TOR)**. The way in which an Applicant expresses his/her interest is by completion and submission of the Application Forms in **Section 3**.

Guidance notes in brackets and italics are provided for both the Client and the Applicants and as such the Client should carefully decide what notes need to remain and what other guidance notes might be required to assist the Applicant in preparing its application submission; so as to minimize the inept Selection process.

SRFA (PS3), when properly completed will provide all the information that an Individual Consultant (National) needs in order to prepare and submit an application. This should provide a sound basis on which the Client can fairly, transparently and accurately carry out an evaluation process on the application submitted by the Individual Consultant.

SRFA(PS3) duly tailored may also be used for the purpose of Single Source Selection Method.

The following briefly describes the Section of SRFA (PS3) and how a Client should use these when preparing a particular request for Applications.

Section 1. Information to the Applicants

This Section provides relevant information to help Consultants prepare their Applications. Information is also provided for submission, opening, and evaluation of Applications and on the award of Contract.

This Section also contains the criteria for selection of suitable Applicant
The text of the clauses in this section shall not be modified.

Section 2. Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the Individual Consultant to clearly understand the assignment. This section lists the Services and surveys that may be necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and Consultants' respective responsibilities.

Section 3. Application Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to readily understand and evaluate Applications in accordance with the pre-disclosed criteria. The completed forms will indicate details of the Applicant's qualifications and experience best suited to the specific assignment.

Section 4. Contract Agreement Forms

The Form of Contract Agreement which, once completed and signed by the Client and the Consultant clearly defines the Client's and Consultants' respective responsibilities. The Annexes to the formal Contract include a Description of the Services, the Reporting Schedule and **Cost estimates** of Services.

Section 1. Information to the Applicants.....	5
A. General	5
1. Scope of assignment	5
2. Qualifications of the Applicant	5
3. Eligible Applicants.....	5
4. Corrupt, Fraudulent, Collusive or Coercive Practices	6
5. Conflict of Interest.....	6
B. Preparation, Submission & Modification or Substitution of Applications	7
6. Preparation of Application	7
7. Submission of Application.....	7
C. Evaluation of Applications	8
8. Evaluation of applications	8
9. Application Negotiations	9
D. Award of Contract	9
10. Award of Contract	9
11. Debriefing	9
12. Commencement of Services	9
Section 2. Terms of Reference.....	10
Section 3. Application Forms.....	13
Form 3A. Application Submission	13
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 or Contract Price	20
11. Lump-Sum Payment	21
12. Payment Conditions.....	21
Obligations of the Consultant.....	21
13. Medical Arrangements.....	21
14. Performance Standard.....	21
15. Contract Administration	21
16. Confidentiality	22
17. Consultant's Liabilities	22
18. Consultant not to be Engaged in Certain Activities	22
Obligations of the Client	22
19. Services, Facilities and Property	22

Termination and Settlement of Disputes	22
20. Termination	22
21. Dispute Resolution	22
ANNEX A: Description of the Services	24
ANNEX B: Cost estimates of Services and Schedule of Rates	25
ANNEX C: Consultant's reporting Obligations & Payment Schedule	26



Section 1. Information to the Applicants

A. General

- | | |
|------------------------------------|---|
| 1. Scope of assignment | 1.1 The Client has been allocated public fund for (<i>Name of the Project: Research work</i>) and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2. |
| 2. Qualifications of the Applicant | <p>2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.</p> <p>2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.</p> <p>[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]</p> |
| 3. Eligible Applicants | <p>3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority is eligible to apply for the positions</p> <p>3.2 Government officials and civil servants including individuals from autonomous bodies or while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008.</p> <p>3.3 Persons who are already in employment in the services of the Republic or the local authorities/Corporation etc. must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications</p> <p>3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.</p> <p>3.5 The Applicant has the legal capacity to enter into the Contract</p> <p>3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.</p> <p>3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.</p> <p>3.8 The Applicant shall not have conflict of interest pursuant to the</p> |

Clause 5

4. Corrupt,
Fraudulent,
Collusive or
Coercive
Practices

- 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

5. Conflict of
Interest

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

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is **28th November, 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 (Minimum <i>master's</i>)	[20 points]
• 5-years Job Experience Preferably related to local Government Institutions/organizations, renowned university's/organizations	[10 points]
• Experience in Research Works Preferably in LGIs related issues	[10 points]
• Research Publications in Reputed Journal Preferably Local Government	[10 points]
• Research Proposal	[50 points]
Total points:	100 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 (Research Committee), who shall prepare a short-list of maximum seven (7) Applicants for each research.

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 Research Committee 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 for each research.

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 scrutiny Committee

- 8.9 The Scrutiny Committee, having completed the record of opening, shall send the Applications received and the opening record to the PEC (Research Committee).
- 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 December, 2023 at the location [selected research areas]. The duration of the contract shall be June 2024 from the date of commencement.

Section 2. Terms of Reference

Terms of Reference (TOR) for Individual/Consulting Firm

1.1 Introduction

The National Institute of Local Government (NILG) is the only national institution in the local government system of Bangladesh, involved in human resource development. For the past 53 years, the Institution has been conducting training and research activities based on modern methods, techniques and tools to make local governments strong, dynamic and people-friendly. Following this, it has been decided to conduct research Programmed for the financial year 2023-2024.

1.2 Researches conducted by NILG in the financial year 2023-2024 are given below for Individual/ Consulting firm (National):

Sl. No.	Title of the Research (Thematic area)	Types & Duration
1.	Action Research on Waste Management of Urban Local Government (City Corporation)	A-Class (3 FY*)
2.	Action Research on Identification of New Areas to Increase Union Parishad Revenue.	A-Class (3 FY*)
3.	Role of Local Government Institutions in Building Smart Bangladesh.	C-Class (1 FY)
4.	Birth and Death Registration: Challenges and Way Forward	C-Class (2 FY)
5.	The Role of Local Government in Establishing Good Governance.	C-Class (1 FY)
6.	Pure Water Supply and The Capacity of Municipalities to Meet Citizens' Expectations.	C-Class (1 FY)
7.	Contemporary Challenges of Urbanization	C-Class (1 FY)
8.	Gender Responsive Plan and Budget in LGIs	C-Class (1 FY)
9.	Local Government Audit: Lessons and Measures	C-Class (1 FY)
10.	Impact Assessment of Foundation training course for Pauro Nirbahi officers.	C-Class (1 FY)
11.	Impact Assessment of "Financial and Administrative Management" Training Course for Employees of Upazila Parishad and office of Deputy Director (Local Government).	C-Class (1 FY)

*FY=Financial Year

1.3 A Research Proposal contained with following outlined and information:

- Title;
- Introduction;
- Research Problem;
- Rationale of the Research;
- Research Objective;
- Scope of Research;
- Research Methodology;
- Literature Review;
- Data Analysis Plan;
- Appointable Persons;
- Work Plan with Timeline;
- Detail Budget with Cost break up;
- Resume of Researcher; and
- References.



- o) Selected Research program will get maximum 15,00,000/- (Fifteen lac) for A-Class, 10,00,000/- (Ten Lac) for B-Class and 400,000/- (Four lac) for C-class.

2. Contract execution and deadline for research studies

2.1 Expressing interest in research studies and contract execution activities

Selection under fixed budget-based procedure will be followed in hiring consultants/consulting firms for implementation of research activities and submission of contract and research report will be handled in the following tentative timeline.

a) Publishing a notification inviting EOI on research proposals in the daily newspapers/websites	: 11 October, 2023
b) Meeting on EOI	: 18 October, 2023
c) Deadline for submission of EOI	: 26 October, 2023
d) Opening of the EOI	: 26 October, 2023
e) Scrutiny and recommendations by PEC (Research Committee)	: 29 October, 2023
f) Issuance the Request letter to the selected consultants	: 31 October, 2023
g) Pre proposal meeting	: 7 November, 2023
h) Deadline for submission of proposal	: 28 November, 2023
i) Opening/scrutiny the proposal	: 28 November, 2023
k) Evaluation and Recommendation by the PEC (Research Committee)	: 30 November, 2023
l) Negotiation Meeting	: 4 December, 2023
m) Approval of research proposals	: 4 December, 2023
n) Sign of contract agreement	: 6 December, 2023
o) Submission of Inception report	: 13 December, 2023
p) Submission of Interim Report	: 18 February, 2024
q) Evaluation of Interim Report	: 19 March, 2024
r) Submission of draft research report	: 21 April, 2024
s) Submission of final research report	: 5 May, 2024
t) Finished activities	: 15 May, 2024

2.2 Execution of research program/study contract and commencement of activities

After the approval of the research proposal, the Director (Research and Planning) of NILG will sign the agreement in favor of the approved research proposal and the research activities will be deemed to have started as per the stated date.

2.3 Review the progress of research activities

The Director (Research and Planning) will oversee the implementation of research activities. Concerned researchers will submit the progress of research activities on a monthly basis to the Director (Research and Planning) of NILG. The progress of research activities will be reviewed at NILG's monthly coordination meeting.

2.4 The ownership of the research program report will remain with the institute.

3. Qualifications and various conditions of research activities

As per the NILG Research Policy, 2023 (available in NILG website- www.nilg.gov.bd).



4. Financial management of Research activities

4.1 Allocation of budget for Research activities

All the expenses of the research will be borne by NILG's revenue budget to be allocated to the research sub-sector. The budget of the research proposal will be maximum 15,00,000/- (Fifteen lac) for A-Class, 10,00,000/- (Ten Lac) for B-Class and 400,000/- (Four lac) for C-class Including Vat & Tax and etc.

4.2 Detailed Research Budget

The following items will be included in the Research budget division (as per research policy of NILG).

- a) Cost of Research
 - i. Travel and Daily Allowance of Researcher and Research Assistant;
 - ii. Remuneration of Research Associate and Assistant;
 - iii. Data Collection Cost (Cost of FGD, Workshop, Exchange Sharing Meeting, etc.);
 - iv. Cost of Report Printing (Draft & Final, etc.); and
 - v. Honorarium of Monitoring and Evaluation Officer
- b) Research honorarium (not more than 50% of total research cost/expenditures).
- c) For more details (Please see NILG Research Policy, 2023 available in the website).

4.3 Payment and coordination of Research activities

Funds for conducting research will be disbursed in the following 3 (three) equal installments:

- a) 1st installment: Subject to receive of satisfactory Inception Report
- b) 2nd installment: Subject to receive of satisfactory Interim Report; and
- c) 3rd/Final Installment: Subject to receive of satisfactory final report and adjusted bill vouchers.

4.4 If any non-NILG researcher is involved in any research program, the money will be waived in favor of the team leader of the research program of NILG and he will bear all the financial responsibilities.

- a) In case of non-compliance with the research activities, the amount received and other expenses (if accepted) should be reimbursed to NILG.
- b) NILG officials cannot be directly involved in 25% of the total year-basis research work aimed at encouraging outside NILG researchers.
- c) 10 (ten) copies of final report (hard and soft) should be submitted to NILG.
- d) Researcher should be submitted a soft copy of the report in an article format.

N.B: 1) Language: Research activities and Research Report will be written in Bangla/English.
2) Performance security guarantee of 3% of the contract price will be applicable for the consulting firms.

4.5: NILG Research Policy 2023 of NILG can be followed to prepare research proposals and report. The policy and TOR are available on the Institute's website (www.nilg.gov.bd).

4.6 The Authority reserves the right to accept and reject any or all proposal(s).

Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Honorarium and as Applicable

Form 3A. Application Submission

[Location: dd/mm/yy]



To:

[Name]

[Address of Client]

Dear Sir:

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



	EMPLOYER 2	FROM:	TO:
	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4 (etc.)	FROM:	TO:
12	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>	
13	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 my qualifications, my experience, and myself. 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. Finally, after negotiation Remuneration & Reimbursable will be part of fixed amount as per agreed deliverable in the contract. For details follow the TOR and NILG Research Policy, 2023, (please visit www.nilg.gov.bd).**

(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>)			
(7)			
		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 and Consultants' respective responsibilities.

A handwritten signature in black ink, consisting of a stylized 'h' followed by a horizontal line.

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 October 2023 and continuing until: June, 2024 , 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 or | 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract |
|-----------------------|--|

- Contract Price price not to exceed Tk/], which includes remuneration and reimbursable expenses as set forth in Clause 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount or contract price are detailed in **Annex B**
11. Lump-Sum Payment 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs (**Remuneration & Reimbursable**) required to carry out the services described in **Annex A**
12. Payment Conditions 12.1 **Currency:** Payments shall be made in Bangladesh Taka.
- 12.2 **Payments:** Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in **Annex C**
- 12.3 The Consultant shall submit an Invoice at the periods specified in **Annex C** after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 12.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

Obligations of the Consultant

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

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

Obligations of the Client

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

Termination and Settlement of Disputes

20. Termination 20.1 **By the Client**
- The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any event necessitating such termination.
- 20.2 **By the Consultant**
- The Consultant may terminate the Contract, by not less than twenty-eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.
21. Dispute Resolution 21.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 21.2 **Arbitration**
- If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

ANNEX A: Description of the Services

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

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

1. *The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
2. *Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*
 - (a) *Address of the Consultant:*
(With phone number, Fax number & e-mail)
 - (b) *Address of the Client:*
Md. Israt Hossain Khan
Additional Secretary
Director (Research & Planning)
Phone::Mobile,55006984-02 01673996499
Email: israthossainkhanbd@gmail.com

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 & Payment Schedule

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1.	1st installment	December, 2023	Subject to receive of satisfactory Inception Report	1/3rd amount of total research budget
2.	2nd installment	March, 2024	Subject to receive of satisfactory Interim Report	1/3rd amount of total research budget
3.	3rd/Final Installment	June, 2024	Subject to receive of satisfactory final report and adjusted bill vouchers.	1/3rd amount of total research budget.

N.B: For details please follow TOR and NILG Research Policy, 2023 (please visit www.nilg.gov.bg).

