

**Government of the People's Republic of Bangladesh
Ministry of Agriculture (MOA)
National Agricultural Technology Project (NATP): Phase-1
Project Coordination Unit (PCU)
BARC Campus, Farmgate, Dhaka 1215**

Standard Request for Application (RFA) for the Selection of a

Project Director (PD)

**Under
Project Coordination Unit (PCU)
Of
National Agricultural Technology Project (NATP): Phase 1
Ministry of Agriculture (MOA)**

Component #: Project Coordination Unit (PCU)

For the Position of: Project Director

RFA No: MOA/NATP: Phase-1/PCU-11/Recruit./2008/EOI-1/41

Issued on: July 14, 2008

Application Package No: NATP: S1

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Government of the People's Republic of Bangladesh
Ministry of Agriculture
National Agricultural Technology Project (NATP): Phase-1
Project Coordination Unit (PCU)
BARC Campus, Farmgate, Dhaka-1215

Request for Expressions of Interest (EOI)

1.	Ministry/Division	: Ministry of Agriculture (MOA)	
2.	Agency	: Ministry of Agriculture (MOA), Bangladesh Secretariat, Dhaka-1000.	
3.	Procuring Entity Name	: Secretary, MOA, Bangladesh Secretariat	
4.	Procuring Entity Code	: Not being used at present	
5.	Procuring Entity District	: Dhaka	
6.	Expression of Interest for Selection of	: Project Director	
7.	EOI Ref No.	: MOA/NATP:Phase-1/PCU-11/ Recruit./2008/EOI-1/41	
8.	Date	: 14-07-2008	
KEY INFORMATION			
9.	Procurement Method	: Selection of Individual Consultant (SIC)	
FUNDING INFORMATION			
10.	Budget and Source of Funds	: GOB, IDA and IFAD	
11.	Development Partners (if applicable)	: IDA and IFAD	
PARTICULAR INFORMATION			
12.	Project / Programme Code	: 5-4301-5090	
13.	Project / Programme Name	: National Agricultural Technology Project (NATP): Phase-1	
		b) Date	a) Time
14.	EOI Closing Date and Time	04-08-2008	4 p.m.
INFORMATION FOR APPLICANT			
16.	Brief Description of Assignment	: Responsible to procuring entity (MOA) and working under the overall guidance of the Ministry of Agriculture (MOA), Ministry of Fisheries and Livestock, PSC & PMC in facilitating their project related activities; As Project Director, will be responsible for coordinating overall implementation of the project; Coordinate activities of different project implementation units and agencies and consolidate inputs received from implementing units for annual work plans for the different components; Coordinate technical, financial, procurement administration, environmental and social safeguard management aspects of the project with the implementing units/agencies; Maintain Bank Account along with Financial Management Specialist; Coordinate with external auditor and facilitate and ensure appropriate follow up of audit of the implementing units; Coordinate overall monitoring and evaluation of progress, outputs and impact evaluation of the project; Coordinate preparation and submission of quarterly progress report and other reports as required; Coordinate Preparation of NATP phase 2.	
17.	Qualification and Experience	Academic Qualification: Preferably Ph. D. in Agricultural science. Experience: Preferably 20 years Experience of working in Agricultural Research/Extension organization or other relevant Agriculture-related position, with demonstrated leadership and managerial skills to lead a multi-sectoral and multi-disciplinary team. Prior experience in managing development projects as Project Director; preferably by IDA or other donor funded multi-sectoral/multi institutional project may be helpful.	
18.	Other Details (if applicable)	: Not applicable	
19.	Association with foreign firms is	: Not applicable	
20.	Phasing of Services	: Likely, duration of the assignment is about 60 months from the commencement up to completion of the project, as may be decided by the competent authority subject to demonstrated competence and performance.	
PROCURING ENTITY DETAILS			
21.	Name of Official Inviting EOI	M A Akmal Hossain Azad	
22.	Designation of Official Inviting EOI	Additional Secretary (PPC), MoA & Interim Project Director	
23.	Address of Official Inviting EOI	Ministry of Agriculture (MOA), Bangladesh Secretariat, Dhaka-1000.	
24.	Contact details of Official Inviting EOI	Tel. No. 880-2-7169658 (MOA), 880-2-9131170 (BARC) Fax No. 880-2-8158345 E-mail: nurulislambd@gmail.com	
25.	The procuring entity reserves the right to accept or reject all EOI's		

Government of the People's Republic of Bangladesh
Ministry of Agriculture (MOA)
National Agricultural Technology Project (NATP)
Project Coordination Unit (PCU)
BARC Campus, Farmgate, Dhaka-1215.

**Request for Expression of Interest (EOI) for Selection of a
Project Director**

Memo No. MOA/NATP: Phase-1/PCU-11/Recruit./2008/EOI-1/41

Dated: July 14, 2008

**“Request for Expression of Interest (EOI) for Selection and
Employment of Project Director”**

The government of the People's Republic of Bangladesh has received a credit (IDA Credit No. 4386-BD) from the International Development Association (IDA) towards the cost of National Agricultural Technology Project (NATP) and intends to apply part of the proceeds to cover eligible payments under the contract for the provision of services for the project by a Project Director.

The required qualification and experiences including the scope of work for the Project Director are described below; additional information may be obtained by personally contacting the office of the NATP (**BARC Campus, Farmgate, Dhaka**) or from the websites given below:

www.barc.gov.bd; www.cptu.gov.bd; and www.moa.gov.bd

The qualifications and experiences, and the key duties and responsibilities required for the assignment are as follow:

Key Qualifications and Experiences:

Academic: Preferably Ph. D in Agricultural Sciences.

Experiences: Preferably 20 years experience of working in Agricultural Research/Extension organization or other relevant Agriculture-related position, with demonstrated leadership and managerial skills to lead a multi-sectoral and multi-disciplinary team.

Prior experience in managing development projects as Project Director; preferably by IDA or other donor funded multi-sectoral/multi institutional project may be helpful.

Key Duties and Responsibilities:

- ♣ Responsible to procuring entity (MOA) and working under the overall guidance of the Ministry of Agriculture (MOA), Ministry of Fisheries and Livestock, Project Steering Committee, and Project Management Committee in facilitating their project related activities;
- ♣ As Project Director, will be responsible for coordinating overall implementation of the project;
- ♣ Coordinate activities of the different project implementing units and agencies and consolidate inputs received from the implementing units for annual work plans for the different components;

- ♣ Coordinate technical, financial management, procurement administration, environmental and social safeguard management aspects of the project with the implementing units/agencies;
- ♣ Maintain Bank Account along with Financial Management Specialist;
- ♣ Coordinate with external auditor and facilitate and ensure appropriate follow up of audit of the implementing units;
- ♣ Coordinate overall monitoring and evaluation of progress, outputs and impact evaluation of the project;
- ♣ Coordinate preparation and submission of quarterly progress reports and other reports as required;
- ♣ Coordinate preparation of NATP Phase 2.

Likely, duration of the assignment is about 60 months from the commencement up to completion of the project, as may be decided by the competent authority subject to demonstrated competence and performance.

The **Project Coordination Unit (PCU)**, NATP now invites eligible applicants to indicate their interest in providing services. Applicants are advised to provide information indicating that they are qualified to perform the services (complete CV with other details as applicable).

A Project Director will be selected following the Selection of Individual Consultant (SIC) method in accordance with the “**Guideline: Selection and Employment of Consultants by World Bank Borrowers (May 2004, and amended in 2006)**”. It is expected that the service will commence on September 1, 2008 and shall be completed on June 30, 2012.

Expression of Interest (EOI) must be submitted by the applicants on or before **August 4, 2008 (Monday) within 4.00 pm** in a sealed envelope delivered to the address given below and be clearly marked “**Expression of Interest for Selection of Project Director, NATP**”. Persons who are already in employment of Government or autonomous body should submit application through proper channel, along with the permission of the proper authority. Only short listed candidates will be invited for interview.

(M A Akmal Hossain Azad)
 Additional Secretary (PPC), MOA and
 Interim Project Director
 Ministry of Agriculture (MOA)
 Bangladesh Secretariat, Dhaka-1000.
 Tel. No. 880-2-7169658, 880-2-9131170
 Fax: 880-2-8158345 (PIU-NATP-DAE)
 E-mail: nurulislambd@gmail.com

Section 1. Instructions to Applicants

A. General	
1. Scope of Assignment	1.1 The Client, named in the Application Data Sheet (ADS), will select an individual Applicant for the specific assignment as specified in the ADS and described in details in Section 3: Terms of Reference.
2. Source of Funds	2.1 The Client has been allocated IDA/IFAD funds as indicated in the ADS and intends to apply a portion of the funds to eligible payments under the Contract for which this ITA is issued.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1 The Government requires that Clients, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under IDA/IFAD funds.
	3.2 In pursuance of this requirement, the Client shall: <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. <p>if it 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.</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 as above only when a satisfactory explanation is not received.
	3.4 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.
	3.4 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Eligible Applicants	4.1 The Applicant shall be a national of Bangladesh unless otherwise stated in the ADS.
	4.2 The Applicant has the legal capacity to enter into the Contract.
	4.3 The Applicant shall not be under a declaration of ineligibility for

	corrupt, fraudulent, collusive or coercive practices in accordance with ITA Sub-Clause 3.2.
	4.4 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws or regulations.
	4.5 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual consultant subject to the provisions of the Public Procurement Regulations and Procedures provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.
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 interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. 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.
	5.2 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.
	5.3 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. Request for Application	
6. Application: Sections	6.1 The sections comprising the RFA are listed below: Section 1: Instructions to Applicants (ITA) Section 2: Application Data Sheet (ADS) Section 3: Terms of Reference (TOR) Section 4: Application Forms Section 5: Contract Forms.
	6.2 The Applicant is expected to examine all instructions, forms, terms, and provisions in the RFA. Failure to furnish all information or documentation required by the RFA may result in the rejection of the Application.
7. Application: Clarification	7.1 The Client shall respond in writing to any request for clarification, provided that such request is received from the

	Applicant no later than seven (7) days prior to the deadline for submission of Applications. The address for clarification requests is stated in the ADS.
8. Application: Amendment	8.1 At any time prior to the deadline for submission of Applications, the Client may, on its own initiative or in response to an enquiry by a Applicant, amend the RFA by issuing an amendment, and may, at its discretion, extend the deadline for the submission of Applications.
C. Application Preparation	
9. Application Language	9.1 The Application, as well as all correspondences and documents relating to the Application shall be written in the English language unless specified otherwise in the ADS.
10. Application Preparation	10.1 The Applicant shall examine in detail the documents comprising the TOR, and prepare the Application using the forms furnished in Section 4: Application Forms.
11. Client Inputs	11.1 In preparing the Application the Applicant may assume that the Client will: <ul style="list-style-type: none"> (a) provide at no cost to the Applicant the inputs and facilities specified in the ADS; and (b) make available relevant project data and reports together with the Contract to the Applicant.
12. Application Format and Signing	12.1 The Applicant shall prepare one original of the Application and clearly mark it "Original".
	12.2 The Applicant shall prepare the number of copies as specified in the ADS of each Application and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
	12.3 The original and all copies of the Application shall be typed or written in indelible ink and shall be signed by the Applicant.
D. Application Submission	
13. Application Sealing and Marking	13.1 The Applicant shall enclose the original and all copies of the Application in one envelope, and the envelope shall: <ul style="list-style-type: none"> (a) bear the name and address of the Applicant; (b) be addressed to the Client at the address specified in the ADS; and (c) bear the name of the Assignment as specified in the ADS.
14. Application Submission Deadline	14.1 Applications must be received by the Client at the address specified under ITA Clause 13 no later than the date indicated in the ADS.
	14.2 The Application may be hand delivered or posted by registered

	mail or sent by courier. The Client shall, on request, provide the Applicant with a receipt showing the date and time when its Application was received.
	14.3 The Client may, at its discretion, extend the deadline for the submission of Applications by amending the ITA in accordance with ITA Clause 8
15. Application Submitted Late	15.1 Any Application received by the Client after the deadline for submission of Applications, in accordance with ITA Clause 14 shall be declared late, and returned unopened to the Applicant.
16. Application Modification Substitution or Withdrawal	16.1 The Application may be modified, substituted, or withdrawn before the deadline for submission of Applications specified in ITA Clause 14.
E. Application Opening and Evaluation	
17. Application Opening	17.1 The Client shall open all Applications promptly after the submission deadline. There shall be no public opening of Applications.
18. Confidentiality	18.1 Information relating to evaluation of Applications and recommendations concerning awards shall not be disclosed to the Applicants who submitted the Applications, until a Contract has been signed with the successful Applicant.
19. Application Clarification	19.1 The Client may, in writing, ask Applicants for clarification of their Applications in order to facilitate the examination and evaluation of Applications.
20. Contacting the Client	20.1 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client.
	20.2 Any effort by a Applicant 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 its Application.
21. Application: Evaluation	21.1 The Applications will be evaluated in two stages by an Application Evaluation Committee (AEC). Firstly a selection-list of Applicants will be prepared by the AEC on the basis of their qualification and experience, applying the evaluation criteria, sub criteria, and point system specified in the ADS. The selection-list shall comprise of a maximum of seven (7) Applicants on the basis of the qualifying marks. The AEC is synonymous with the Proposal Evaluation Committee (PEC) stated in the Standard Request for Proposals (SRFP) and is only used in this document for convenience.
	21.2 Secondly, the Applicants on the selection-list will be interviewed by the AEC, which will select a maximum of three Applicants in order of ranking.
22. Application:	22.1 Negotiations will then be held with the first ranked Applicant at

Negotiation	the address indicated in the ADS.
	22.2 During negotiations, the Client and the Applicant will finalise the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.
	22.3 The financial negotiations will involve the remuneration and other reimbursable costs to be paid to the Applicant.
23. Application Negotiations: Conclusion	23.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract.
	23.2 If negotiations with the first ranked Applicant fail to produce a satisfactory contract then negotiations will be conducted with the second-ranked Applicant (and the third-ranked Applicant, if necessary, until an agreement is concluded).
F. Contract Award	
24. Contract Award	24.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Applicant.
25. Debriefing	25.1 After Contract signature, the Client shall promptly notify the other Applicants that they were unsuccessful.
	25.2 The Client shall promptly respond in writing to any unsuccessful Applicant who requests the Client in writing to explain on which grounds its application was not selected.
26. Commencement of Services	26.1 The Applicant is expected to commence the assignment on the date and at the location specified in the ADS.

Section 2. Application Data Sheet

ITA Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	<p>The Client is:</p> <p>M A Akmal Hossain Azad Additional Secretary (PPC) & Interim Project Director Ministry of Agriculture (MOA) Bangladesh Secretariat, Dhaka-1000. Tel: 880-2-7169658 (MOA); 880-2-9131170 (BARC) Fax: 880-2-8158345 E-mail:nurulislambd@gmail.com</p> <p>The Position is for:</p> <p>Project Director (1), Level to Consultant</p> <p>The objectives and brief description of the Services:</p> <p>The objectives of the services are to ensure coordination among the IAs and disbursement of IDA fund as per World Bank Guideline/PPR 2008.</p> <p>The brief description of the services are: Working under the overall guidance of the Ministry of Agriculture (MOA), Ministry of Fisheries and Livestock, PSC & PMC in facilitating their project related activities; As Project Director, will be responsible for coordinating overall implementation of the project; Coordinate activities of different project implementation units and agencies and consolidate inputs received from implementing units for annual work plans for the different components; Coordinate technical, financial, procurement administration, environmental and social safeguard management aspects of the project with the implementing units/agencies; Maintain Bank Account along with Financial Management Specialist; Coordinate with external auditor and facilitate and ensure appropriate follow up of audit of the implementing units; Coordinate overall monitoring and evaluation of progress, outputs and impact evaluation of the project; Coordinate preparation and submission of quarterly progress report and other reports as required; Coordinate Preparation of NATP phase 2.</p>
2.1	The source of Fund: GOB, IDA and IFAD.
4.1	Only Applicants who are Bangladeshi Nationals are eligible to participate.
7.1	For <u>clarification of Application</u> purposes only, the Client's address is: Attention: Dr. Md. Abul Kashem Address: Director, PIU-BARC, NATP: Phase-1, Room # 113, Main Building, Bangladesh Agricultural Research Council, Farmgate, Dhaka-1215.
9.1	The Application shall be completed and written in the English language.
11.1(a)	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> a) All necessary letters of introduction, reference letter, communication, etc. will be provided/made to/for the consultant by Director, PIU-BARC, NATP: Phsase-1 as and when required. b) All available documents, papers, information, etc. relevant to the

	<p>specific assignment will be provided/made accessible to the consultant by the respective counter-part officer.</p> <p>c) Office space and other logistic support will be provided as per project provision.</p>												
12.2	The Individual Applicant must submit the original and an extra copy of the Application along with an electronic copy of CV (CD Copy).												
14.1	<p>The Application submission address is:</p> <p>M A Akmal Hossain Azad Additional Secretary (PPC) & Interim Project Director, National Agricultural Technology Project (NATP): Phase-1 Ministry of Agriculture (MOA) Bangladesh Secretariat, Dhaka-1000. Tel. No. 880-2-7169658 (MOA), 880-2-9131170 (BARC) Fax: 880-2-8158345 (PIU-NATP-DAE) E-mail: nurulislambd@gmail.com</p>												
14.2	Applications must be submitted no later than: August, 4 2008, on or before 4.00 pm.												
15.1(d)	<ol style="list-style-type: none"> Application must contain (i) a CV (ii) attested photo copies of relevant certificates (iii) 2 (two) copies of recent passport size photographs and (iv) a cover letter (one page) explaining the relevancy of experiences with required services. Applicant should be well acquainted with the computer operations. 												
21.1	Criteria, sub criteria, and point system for the evaluation of Applications are:												
	<table border="1"> <thead> <tr> <th><u>Criteria, sub-criteria</u></th> <th><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>General qualifications (education)</td> <td>20</td> </tr> <tr> <td>Experience and its adequacy/relevance for the assignment.</td> <td>60</td> </tr> <tr> <td>Overall suitability considering age, computer skill and experience in the international/ region areas and language (English and Bengali), publications etc.</td> <td>20</td> </tr> <tr> <td>Total points for the three criteria:</td> <td>100 points</td> </tr> <tr> <td>Minimum Pass Mark is: 75</td> <td></td> </tr> </tbody> </table>	<u>Criteria, sub-criteria</u>	<u>Points</u>	General qualifications (education)	20	Experience and its adequacy/relevance for the assignment.	60	Overall suitability considering age, computer skill and experience in the international/ region areas and language (English and Bengali), publications etc.	20	Total points for the three criteria:	100 points	Minimum Pass Mark is: 75	
<u>Criteria, sub-criteria</u>	<u>Points</u>												
General qualifications (education)	20												
Experience and its adequacy/relevance for the assignment.	60												
Overall suitability considering age, computer skill and experience in the international/ region areas and language (English and Bengali), publications etc.	20												
Total points for the three criteria:	100 points												
Minimum Pass Mark is: 75													
22.1	<p>The address for Contract negotiations is:</p> <p>M A Akmal Hossain Azad Additional Secretary (PPC) & Interim Project Director Ministry of Agriculture (MOA) Bangladesh Secretariat, Dhaka-1000. Tel: 880-2-7169658; 880-2-9131170 Fax: 880-2-8158345 (PIU-NATP-DAE)</p>												
26.1	The assignment is expected to commence on September 01, 2008 . The appointment of the position will for 60 months or up to completion of the project following satisfactory annual performance review. The location of the services is to be based in Dhaka, but frequent travel may be made as and when required in different district/ Upazilas depending on the location and coverage of the Project.												

Section 3: Terms of Reference

Terms of Reference for Selection of Project Director, Individual National Experts for Project Coordination Unit, NATP: Phase 1

Project Coordination Unit (PCU):

The Project Coordination Unit (PCU) will coordinate and facilitate implementation of NATP under the direction and supervision of the Project Steering Committee (PSC) and Project Management Committee. The Project Implementation Units in BARC, DAE, DOF, DLS, and implementing partners – KGF and Hortex will be responsible for ensuring implementation of project activities assigned to respective organizations. The PCU will be headed by the Project Director and will have 5 National Coordinators – one responsible for Agricultural Research, three responsible for Extension (crops, fisheries, livestock) and one for Supply Chain Development. It will also have two independent members of Procurement Core Team (PCT), and expertise in Administration, Financial Management, Procurement, M&E, and Social/Environmental aspects to support and develop capacity of implementing agencies, as needed. In absence of the Project Director the assigned deputy will be the acting head.

a. Background to the Services Required

According to the Poverty Reduction Strategy of the Government of Bangladesh (2005), the principal goal of Bangladesh's economic policy is to reduce poverty so as to lift vast majority of the people above the poverty line and improve the quality of life for the average citizens. Although considerable progress has been achieved in the fight against poverty, yet about two fifths of the people of Bangladesh lived below poverty in 2005 (Household income and expenditure survey 2005, final report published in May 2007 p-58). Bangladesh has still long way to go if the millennium development goal of reducing poverty has to be achieved (bringing poverty down to 29% by 2015). This requires annual economic growth rate of 6 to 7 percent on a sustained basis and the bulk of the growth must come from the agriculture sector which is still the largest contributor to the GDP (agriculture and rural non farm sector taken together account for 56% of the GDP).

Agriculture in Bangladesh is characterized by small farm and rice-dominated farming systems. The productivity of rice and other crops is low and there are large yield gaps between farmer's fields and research trials. The same is true for other agricultural commodities such as fisheries and livestock. Diversification of agricultural production systems to high value commodities is still slow with limited post-harvest value addition.

Reaching technologies to the farmers requires technology generation and dissemination through the research and extension systems. Both research and extension in Bangladesh remain in the public sector. Private investment in research and extension is low. The NGOs, local government and community organizations are coming up but very slowly. Therefore, the public sector must continue to play a leading role in agricultural research and extension. This makes a strong case to strengthen the existing institutions in terms of human resources, reorientation, redirecting, rationalizing and networking both nationally and internationally.

National Agricultural Research System (NARS) is responsible for generating agricultural related technologies and Department of Agriculture Extension (DAE), Department of Fisheries (DOF), and Department of Livestock Services (DLS) in the public sector are responsible for extension of generated technology to the farmers.

Bangladesh Agricultural Research Council (BARC) is the apex body for NARS. There are 10 research institutes under the umbrella of NARS. These are Bangladesh Agricultural

Research Institute (BARI), Bangladesh Rice Research Institute (BRRI), Bangladesh Jute Research Institute (BJRI), Bangladesh Sugarcane Research Institute (BSRI), Bangladesh Institute of Nuclear Agriculture (BINA), Soil Resource Development Institute (SRDI), Bangladesh Livestock Research Institute (BLRI), Bangladesh Fisheries Research Institute (BFRI), Bangladesh Forest Research Institute (BFRI) and Bangladesh Tea Research Institute (BTRI). The strength and weakness of BARC, NARS and Extension Departments have been assessed in the preparation phase of the project. It has been recommended to improve accountability, objectivity and transparency in the technology generation and dissemination, supply chain development and in the procurement and financial management. Involvement of private sector in technology dissemination and development of supply chain has been emphasized.

On request of the Government of Bangladesh, the World Bank has agreed to support a long term development program over a period of 15 years in three phases, the first phase beginning in July 2007. The IFAD, in the process of dialogue, has agreed to co-finance the program with World Bank. The World Bank has indicated to provide a loan of US\$ 62.60 million for the first phase while the IFAD has indicated initial funding of US\$ 19.40 million. The development partners indicated that the GOB should contribute US\$ 6.91 million during the first phase. The World Bank funding in the second and third phases will depend on the triggers set for the first and second phases respectively.

b. Objectives of NATP

The overall objective of the longer term program (NATP in three phases over 15 years) is to support GOB's strategy to reduce rural poverty through improvements in agricultural productivity and farm income, with a particular focus on small and marginal farmers.

- The development objective of the phase 1 of the NATP is to improve effectiveness of the national agricultural technology system in Bangladesh in order to promote the generation, dissemination, adoption and use of appropriate agricultural technologies.
- The project development objective will be achieved through increasing efficiency and effectiveness of agricultural research and extension systems, and also through strengthening farmer-market linkages. More specifically, the national agricultural technology system would be enabled to support:
 - High priority, pluralistic, participatory and demand-led agricultural research;
 - Decentralized, participatory, demand-led and knowledge-based approach for agricultural extension;
 - Improved post-harvest technology and management practices for high value agriculture by promoting farmer-market linkages as part of the development of selected supply chains; and
 - Agreed reforms for the agricultural research and extension systems, increased public funding for the systems and promote effective use of such resources and promote public-private partnership in research, extension and supply chain development.

The key interventions to achieve the above objective would be policy reforms, institutional development and investment to support agricultural research, extension and supply chain development. The PCU will be responsible for overall coordination of the implementation of the activities of all components while the PIUs of BARC, DAE, DLS, DOF and the executing agencies KGF and Hortex Foundation.

c. Scope of the Services Required

Monitoring & Evaluation (M&E): Support would be provided for development, implementation and institutionalization of rigorous monitoring and evaluation mechanisms for project activities implemented by the ARIs and Extension Organizations. Overall responsibility of the project M&E and reporting will rest with the PCU. Day-to-day duties will

be carried out by a M&E Specialist supported by a M&E Officer and administrative assistant in the PCU. Each implementing agency (BARC, KGF, ARIs, DAE, DOF, DLS and Hortex) will be required to provide M&E capacity and design its specific M&E plan to meet its own requirements as well as those of the project management. Close collaboration will be established between the M&E Specialist and the M&E Cells. The M&E Specialist and the M&E Cells will be adequately staffed and resourced to carry out their M&E functions. The PCU and implementation agencies would be supported by international and national technical assistance in M&E, including impact assessment.

Impact Assessment: Participatory evaluation and independent impact assessment of project activities will be carried out each year starting after 2nd year of the project. Impact assessment studies will be outsourced to independent agencies to continuously track the project impacts and to provide source material for annual stakeholder M&E workshops to be organized by the PCU in association with PIUs. M&E workshops will be held every year in strategically important locations to provide a platform for stakeholders, including the project beneficiaries, to participate in the evaluation of project activities. The findings of the participatory M&E workshops and of the impact assessment studies will be incorporated in the MIS/M&E system.

Impact Assessment Expert Team: A 5-member independent Expert Impact Assessment Team (EIAT) composed of well respected experienced specialists in agricultural economics, rural development and rural institutions, and one representative each of farmers' associations and the private sector, will meet once per year during years 2-5 to provide independent assessment of success and failure of project activities. It will report directly to the Project Steering Committee (PSC). The EIAT will (i) carry out joint field visits to project sites; (ii) review the findings of the independent evaluation and impact assessment studies, and annual stakeholder workshops; and (iii) prepare a brief summary report with recommendation to the PSC. The M&E Specialist will act as secretary to the EIAT.

Performance Audit: To supplement the annual project audit, an annual operational review will be carried out by external reviewers who will review the internal control, framework and procedures of project activities.

Consultants & Consultancy Services for NATP Phase-II Preparation: NATP provides a flexible and long-term approach and will be implemented over a period of 15 years in three phases having components: Agricultural Research, Agricultural Extension and Supply Chain Development. Each phase is expected to last about five years. Phase-I of the program will focus on, research, extension, supply chain and institutional development. Agricultural research will have a national coverage whereas agricultural extension will cover more or less 120 Upazilas. The supply chain development activities will be done in some of these Upazilas. Phase-II of the program will continue with institutional strengthening with an increased focus on agricultural technology generation dissemination and adoption. In addition, phase 2 would address the need for fiduciary (financial management and procurement) and budgetary reforms for agricultural research and extension services. Agricultural research would remain national in scope whereas decentralized extension approach would be extended to new 35% of all the Upazilas. Consultants & Consultancy services will be hired for preparation of project description, project appraisal document and development project proposal for implementation of NATP phase-II.

Management Information System (MIS) and Information and Communication Technology (ICT): Information management is an essential instrument to enhance research efficiency. ICT application in agricultural research has been limited due to limited IT facilities and technical skills. It is necessary to establish electronic linkages amongst BARC, NARS institutes, research centers/stations and the related universities/organizations. It is essential to establish a collaborative National Agricultural Information System (NAIS) under the leadership of BARC as National Hub and agricultural information unit to be created in each NARS institute as nodal point of the network. The NARS institutes will be connected through Local Area Network (LAN) and Wide Area Network (WAN) to the central facility of BARC.

Provision for both hardware and software support with technical assistance will be provided for the development of intra-and inter-institutional connectivity through development of LAN and WAN with the help of ICT and MIS unit of BARC (Appendix E). Action will be taken for training on computer application in database management (MIS), technical report writing, web/ electronic publishing, multimedia production, in-house publishing and library automation/ digitization leading to establishing virtual library. Information Management Specialist will be hired. The establishment, operation and maintenance of LAN and WAN and purchase of equipment and software for MIS and ICT may be outsourced.

d. Training (where appropriate)

Project Director should develop all shorts of training modules in association with other experts (National & International) of PCU for the purposes of the NATP.

e. Reports and Time Schedule

The Project Director will responsible to Additional Secretary (PPC), Ministry of Agriculture. Responsible to procuring entity (MOA). Also responsible to MOFL, PSC & PMC in facilitating their project related activities. The PD will have full freedom to make decisions related to the project as well as financial management decisions independently within the financial powers that have been delegated to the PD under the: Delegation of Financial Powers for Development Projects” issued by the GOB. The PD will sub-delegate financial power to the Directors of PIUs, Executive Director of KGF and Managing Director of Hortex Foundation. The unit will operate under the overall direction of the PSC. PCU will have the responsibility for coordination of NATP implementation by line extension departments (DAE, DOF, DLS), BARC, KGF, NGOs and grassroots organizations of the participating farming communities. Based on inputs from different implementing agencies, it will consolidate NATP annual budget and work plan and make recommendation through PMC then to be submitted for approval by the PSC. PCU will facilitate compliance with fiduciary requirements of the project related to financial management and procurement, overall monitoring and evaluation of project activities and inputs from experts on any specialized subject.

f. Data, Local Services, Personnel and Facilities to be provided by the Client

The Client will provide the following inputs and facilities:

- i. Office space and other logistic support will be provided as per project provision.
- ii. All necessary letters of introduction, reference letter, communication, etc. will be provided/made to/for the Project as and when required.
- iii. All available documents, papers, information, etc. relevant to the specific assignment will be provided/made accessible to the consultant by the respective counter-part officer.

g. Indicative Work Programme and Location(s) of the various activities to be carried out by the Project Director

The Work Programme and location(s) of the individual Project Director will depend on the scope nature and coverage of the specific position of the project. Hence the actual requirement of the specific position of the project will be discussed and agreed during negotiation stage and be reflected in the contact agreement. The project director will be the team leader of experts of various disciplines and will hold sole responsibility of the project.

h. Presentation of report on the findings and development

The PD will be required to present the findings of their report(s) in an in-house meeting/ national seminars/workshops or as and when necessary within or immediately after the

contract period, as per project provisions. A detailed Work Plan should be developed during inception phase of the contract of the PD.

i. Supervision of the Project Director:

The selected Project Director will work under the direct supervision of the Additional Secretary (PPC), MoA. The Project Director shall undertake all activities related to the project specific assignment with the guidelines lies in the DPP of NATP.

j. Services to be provided by the Project Director

The following services to be provided by the Project Director but not limited to:

- ♣ Responsible to procuring entity (MOA) and working under the overall guidance of the Ministry of Agriculture (MOA), Ministry of Fisheries and Livestock, Project Steering Committee, and Project Management Committee in facilitating their project related activities;
- ♣ As Project Director, will be responsible for coordinating overall implementation of the project;
- ♣ Coordinate activities of the different project implementing units and agencies and consolidate inputs received from the implementing units for annual work plans for the different components;
- ♣ Coordinate technical, financial management, procurement administration, environmental and social safeguard management aspects of the project with the implementing units/agencies;
- ♣ Maintain Bank Account along with Financial Management Specialist;
- ♣ Coordinate with external auditor and facilitate and ensure appropriate follow up of audit of the implementing units;
- ♣ Coordinate overall monitoring and evaluation of progress, outputs and impact evaluation of the project;
- ♣ Coordinate preparation and submission of quarterly progress reports and other reports as required;
- ♣ Coordinate preparation of NATP Phase 2.

k. Area of National Expert

The Project Director of the NATP will be hired to fulfill the objectives of the implementation of the project. The main responsibilities of the Project Director is to fulfill the project objectives as per DPP/PAD.

l. TOR of the individual Consultant

TOR of the Project Director is as described under bullet point j., which will be elaborated at negotiation.

m. Required experiences of the Consultants

Academic: Preferably Ph. D in Agricultural Sciences.

Experiences: Preferably 20 years experience of working in Agricultural Research/Extension organization or other relevant Agriculture-related position, with demonstrated leadership and managerial skills to lead a multi-sectoral and multi-disciplinary team.

Prior experience in managing development projects as Project Director; preferably by IDA or other donor funded multi-sectoral/multi institutional project may be helpful.

Section 4. Application Forms

- 4A Application Submission Form
- 4B Curriculum Vitae (CV) Form of the Consultant
- 4C Indicative Fee

Form 4A. Application Submission Form

[Location, Date]

To

M A Akmall Hossain Azad
Additional Secretary (PPC) & Interim Project Director
Ministry of Agriculture (MOA)
Bangladesh Secretariat
Dhaka-1000.

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 [*Insert Date*].

I undertake, if I am selected, to initiate the consulting Services related to the assignment not later than the date indicated in Clause Reference 26.1 of the Application Data Sheet.

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Form 4B. Curriculum Vitae (CV) for the Consultant

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged.]</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	ADDRESS				
4	DATE OF BIRTH				
5	NATIONALITY				
6	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
7	EDUCATION:	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>			
8	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>			
9	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading	Writing
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
10	COMPUTER LITERACY				
11	COUNTRIES OF WORK EXPERIENCE				
12	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 Consultant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i>			
		<i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant 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:
13	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR 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>	
14	LIST OF PUBLICATIONS		

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 biodata correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Date of Signing

Day / Month / Year

Form 4C. Indicative Fees

The Consultant should provide an indication of the fees as per the format shown below. This will not be used for evaluation of the Consultant's proposal but solely for the purposes of Application Negotiations to be held as stated in ITA Clause 22.

[To understand the Government's guideline on current fee structure, it is advisable that the Applicant consults the approximate fee ranges provided for various types of consultants (Junior Consultant, Consultant, Senior Consultant) in the Procedures for the Implementation of the Public Procurement Regulations 2003 – Appendix I]

(1) Salaries and Remunerations¹

Rate (per month / day / hour in Tk)	Staff Time (No. month / day / hour)	Total (Tk)

(2) Reimbursable (as applicable)

	Rate	Days	Total
(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>)			
(g) Accident Insurance (as Clause 4.3 of Contract Agreement)			
		Sub-total	

CONTRACT CEILING (1) + (2)	
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¹ Salary will be determined by the implementing agency which will include 60% pay and 40% allowances. Maximum salary will not exceed Tk. 1,20,000.00 per month for the position of Project Director (PD).

Section 5. 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.*

*The **Annexes** to the formal Contract include a description of the Services, (composed of the revised TOR and work plan as finalised and agreed during the negotiations), the reporting requirements, and a breakdown of the Contract Price.*

Contract Agreement

THIS CONTRACT ("the Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert name of Client]* ("the Client") having its principal place of business 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:

1. Scope of the Services	1.1 The Consultant shall perform the Services as specified in Annex A, "Description of the Services," ("the Services") which are made an integral part of this Contract.
	1.2 The Consultant shall provide reports as listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and shall provide the person listed in Annex C, "Cost Estimate of Services and Schedule of Rates" to perform the Services.
	1.3 The Services will be performed principally at one location as specified in Annex A. This location shall be known as the Duty Station for the purposes of Clause 4.3.
2. Duration of the Services	2.1 The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> 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 Clients, 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 In pursuance of this requirement, 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. <p>if it 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.</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 as above only when a satisfactory explanation is not received.</p>
	<p>3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) <i>“corrupt practice”</i> means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding; (b) <i>“fraudulent practice”</i> means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client, (c) <i>“collusive practice”</i> means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and (d) <i>“coercive practice”</i> means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
	<p>3.5 The Government requires that the Client’s personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
<p>4. Payment</p>	<p>4.1 <u>Ceiling</u></p> <ul style="list-style-type: none"> (a) For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of <i>[insert ceiling amount]</i> as detailed in the Cost Estimate attached as Annex C. (b) This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. (c) The ceiling may only be increased above the amount stated on Clause 4.1(a) if the parties have agreed to additional payments for a modification to Contract in accordance with Clause 19.1.

	<p>4.2 <u>Remuneration</u></p> <p>The Client shall pay the Consultant for Services rendered in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."</p> <p>(a) Where remuneration is expressed in terms of a monthly rate each month shall be deemed to be of thirty (30) days, and time spent in performing the Services shall include travel time, weekends and public holidays and to the extent specified in Clause 6 shall also include periods of leave. Remuneration in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth (1/30th) of one month.</p> <p>(b) Where the remuneration is expressed in terms of a 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 in performing the Services, including travel time.</p> <p>(c) Except as otherwise agreed between the Client and the Consultant no remuneration shall be paid in respect of work performed other than during the term of the engagement as specified in the Contract.</p>
	<p>4.3 <u>Reimbursables</u></p> <p>In addition to the remuneration specified in Clause 4.2 and subject to the provisions of the Contract, the Client shall pay to or reimburse the Consultant for the following allowances, costs and expenses on an actual cost basis unless otherwise specified on which monthly claims should be submitted to the Client with supporting documents.</p> <p>(a) <u>Per Diem Allowance.</u> During the Consultants term of engagement a daily per diem allowance for each day that he/she shall be absent overnight from the Duty Station for the purpose of the Services but not for the day of return thereto shall be paid in accordance with the Government's highest per diem rates as revised from time to time. No per diem allowances shall be paid in respect of periods of leave. Such remuneration shall be paid in Bangladesh Taka upon submission by the Consultant at the end each calendar month of a statement showing, inter alia, the time the Consultant spent during the relevant period performing the Services.</p> <p>(b) <u>Travel Costs.</u> All transportation costs properly and reasonably incurred by the Consultant in traveling for the purpose of the Services within Bangladesh, including the cost of transportation by an appropriate means of public transport (economy class on air and highest class in all other modes of transport).</p> <p>(c) <u>Other Expenses.</u> All such reasonable reimbursable expenses of the consultant arising from directly out of the Services and not falling within the categories specified</p>

	<p>above as the Client may in its sole discretion approve.</p> <p>(d) Except as may be otherwise agreed, total payments in regard to reimbursable expenses shall not exceed the amount stated in Annex C.</p>
	<p>4.4 <u>Payment Conditions</u></p> <p>(a) Where the term of engagement is for a period of less than two months, the Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursables every two weeks for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.</p> <p>(b) Where the term of engagement is for a period of more than two months, the Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursables at the end of every month for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.</p> <p>(c) All payments to the Consultant shall be in Bangladesh Taka.</p> <p>(d) The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex C, to cover his/her out-of-pocket expenses which are to be recovered equal installments from monthly amounts due to him/her.</p> <p><i>[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 Government The procuring entity should amend this clause as required for the particular procurement.]</i></p> <p>(e) The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by 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>(f) The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of his/her obligations under this Contract.</p> <p>(g) Any amount 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>
<p>5. Medical Arrangements</p>	<p>5.1 Before commencement of Services the Consultant shall undergo a medical examination by a qualified medical practitioner and furnish the Client with the 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 the performance of the</p>

	Services. The expenses so incurred shall be reimbursed by the Client to the Consultant
6. Leave	<p>6.1 <u>Sick Leave</u></p> <p>(a) Entitlement to sick leave shall occur at the rate of one and one half (1.1/2) working days for every month during which the Consultant is performing the Services.</p> <p>(b) Entitlement to sick leave shall be conditional upon the liability of the Consultant to perform the Services, and the Consultant shall furnish the Client with all such medical and other evidence of his said inability as the Client may reasonably require.</p>
7. Services, Facilities and Property	7.1 The Client shall make available to the Consultant for the purpose of the assignment and free of any charge, any Services, Facilities and property as he/she may reasonably require.
8. Project Administration	<p>8.1 <u>Client's Representative</u></p> <p>The Client representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p>
	<p>8.2 <u>Timesheets</u></p> <p>During the course of the work under the Contract, including field work, the Consultant providing Services may be required to complete timesheets or any other document used to identify time spent, as instructed by the Client's Representative.</p>
	<p>8.3 <u>Reports</u></p> <p>During the course of the assignment, the Consultant shall submit to the Client reports as listed in Annex B, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 3.</p>
9. Performance Standard	9.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
	9.2 At all times he/she shall act with appropriate propriety and discretion and he/she shall refrain from engaging in any political activity.
10. Confidentiality	10.1 The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
11. Consultant's Obligations	11.1 After the termination of the engagement the Consultant shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or

	recommendations made by him/her.
	11.2 The Consultant shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.
	11.3 The Consultant shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within his/her knowledge may have caused such accident or injury.
	11.4 The Consultant shall also report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
12. Ownership of Material	12.1 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. The Consultant may retain a copy of such documents and software, with written approval of the Client.
	12.2 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
13. Consultant Not to be Engaged in Certain Activities	13.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or Services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
14. Relationship of the Parties	14.1 Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent Contractor between the Client and the Consultant.
15. Contractual Ethics	15.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution.
16. Assignment	16.1 The Consultant shall not assign this Contract.
17. Law Governing Contract	17.1 The Contract shall be governed by the laws and any other instruments having the force of law in the Peoples' Republic of Bangladesh as they may be issued and in force from time to time.
18. Language Governing Contract	18.1 The language of the Contract shall be English.
19. Modification of	19.1 The Contract may be modified by agreement in writing by the

Contract	Parties.
20. Termination	<p>20.1 <u>By the Client</u></p> <p>The Client may terminate this Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any of the events specified below:</p> <ul style="list-style-type: none"> (a) if the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing; (b) if the Consultant has become insolvent or bankrupt; (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days; (d) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contractor; or (e) if the Client, in its sole discretion, decides to terminate this Contract.
	<p>20.2 <u>By the Consultant</u></p> <p>The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:</p> <ul style="list-style-type: none"> (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue; or (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days.
21. Dispute Resolution	<p>21.1 <u>Amicable Settlement</u></p> <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.</p>
	<p>21.2 <u>Arbitration</u></p> <p>If the dispute cannot be settled through adjudication the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force</p>
22. Notices and Requests	<p>22.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English Language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such</p>

	party's address as specified in Annex A.
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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:

LIST OF ANNEXES

Annex A: Description of the Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services and Schedule of Rates

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 name and contact address and telephone number(s) of the Client's representative, in accordance with Clause 8.1 of the Contract Agreement.*
- 3. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*

ANNEX B: 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			

ANNEX C: Cost Estimate of Services and Schedule of Rates

(1) Remuneration

Name of Person	Rate (per month / day / hour in Tk)	Time spent (No. month / day / hour)	Total Tk
		Sub-Total (1)	

(2) Reimbursables

	Rate	Days	Total
(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 (2)	

CONTRACT CEILING (1) + (2)	
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