



**BCPCL**

**Bangladesh-China Power Company (Pvt.) Limited**

**A Joint Venture of CMC & NWPGL**

**Request for Application (RFA)  
for Selection of  
Enterprise Resource Planning (ERP) Specialist  
Individual Consultant (National)**

**Issued to: Mr. ....**

**RFA No: BCPCL/Procurement/ERP/RFA/2021-22/0228.01**

**Issued on: February 28, 2022**



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

**Name of Position: Enterprise Resource Planning (ERP) Specialist**

**Name of Assignment: Readiness Assessment for Implementing ERP  
at BCPCL**



## Table of Contents

Section 1: Information to the Applicants.....	4
Section 2: Terms of Reference.....	9
Section 3: Application Forms.....	12
Section 4: Contract Form.....	17



# Section1. Information to the Applicants

## A. General

1. Scope of assignment
  - 1.1 The Client has been allocated own fund for readiness assessment for implementing ERP at BCPCL and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
  - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
  - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

***[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]***

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





- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5.
4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 BCPCL 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 its own funds.
- 4.2 The definitions 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 its own 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 own funds.
5. Conflict of Interest
- 5.1 BCPCL 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

6.2 The Remuneration is **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. **Applications through e-Mail are not allowed.**

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 **March 24, 2022 up to 3:00 PM**. Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.

7.5 Applications may be modified or substituted before the deadline for submission of Applications.

7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.

7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.





## C. Evaluation of Applications

### 8. Evaluation of applications

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

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

Criteria	Points
• Educational Qualification	20 points
• Relevant Working Experience and its adequacy for the assignment	60 points
• Suitability considering Age, computer skills, proficiency in English & Bengali languages, training and others).	15 points
<b>Total points:</b>	<b>95 points</b>

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

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

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

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

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

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

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

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



rejection of the Application.

9. Application  
Negotiations

- 9.1 The first-ranked Applicant stated under Clause 8.6 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 (if any) 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 in **April 10, 2022** and to be completed on June 10, 2022. Consultant will deliver services at Corporate Office of BCPCL as and when required.





## **Section 2.**

### **Terms of Reference for Enterprise Resource Planning (ERP) Specialist**

#### **1.0 Background**

Bangladesh-China Power Company (Pvt.) Limited (BCPCL), a Joint Venture Company (JVC) of NWPGL of Bangladesh and CMC of China, is implementing coal-based Payra 1320 MW Thermal Power Plant Project (Phase I) at Dhankhali, Patuakhali, Bangladesh. The Phase-I consists of two (2) units of Ultra Super Critical Coal Fired Power Plant each with a gross capacity of 660MW. The 1st Unit has commenced commercial operation and the 2nd Unit has commenced operation from December 2020.

BCPCL initially planned to implement ERP include areas Account & Finance, Procurement & Commercial, HR & Admin and Inventory & Fixed Asset. Therefore, the company now intends to employ a competent Individual Consultant readiness assessment for implementing ERP at BCPCL. The cost of the said services will be borne by BCPCL.

#### **2.0 Objectives of the Consultancy Services**

The main objective of the consultancy services is to provide readiness assessment for implementing ERP at BCPCL.

#### **3.0 Scope of Services**

The individual consultant (National) shall provide consultancy services to BCPCL for readiness assessment of BCPCL regarding ERP implementation under the Terms of Reference but no limited to the following:

- 3.1 To review the 'as is' process, current system including IT infrastructure and culture of BCPCL and identify the gaps in the business process regarding ERP implementation after detail discussion with concern officials.
- 3.2 To provide basic idea about 'to be' process and will suggest mitigation plan addressing gaps and risks.
- 3.3 To provide comparison between 'On-prem server' and 'Cloud server' and assist BCPCL to select server for long run.
- 3.4 To suggest the module (if required), types of users and number of users based on BCPCL Business Functionalities.
- 3.5 To train, motivate and guide BCPCL officials towards ERP implementation.





- 3.6 To define System requirement definition in terms of License Recommendation and Hardware Requirements.
- 3.7 To provide a detailed analysis of the costs and benefits of ERP implementation including Return on Investment (ROI).
- 3.8 To provide the scope and approach for ERP implementation along with phasing and timelines in written document.
- a) Functional Scope- includes but not limited to business processes required for proper functioning of ERP software.
- b) Technical Scope- includes but not limited to requirement of infrastructure for IT.
- 3.9 To submit final report to BCPCL suggesting the ERP software best fitted for BCPCL business process and help BCPCL to prepare a draft ToR for ERP Implementation.

#### **4.0 Reporting Requirements & Deliverables**

The Consultant will submit a comprehensive report within the stipulated time mentioned in Clause 9.0 of this ToR (Terms of Reference).

All reports shall have to be submitted in 02 (two) (printed hard copy) & 01 (one) soft copy.

#### **5.0 Support to be provided by the Employer**

The Consultant will work independently to finalize methodologies and approaches, and undertaking fieldwork. BCPCL will not facilitate any transport, office space, accommodation and food for the consultant in the field. The Employer will provide the Consultant available key documents & reports within reasonable capacities.

#### **6.0 Responsibilities of the Individual Consultant**

The Individual Consultant will carry out the assignment as detailed in the “Scope of services” and “Responsibilities” in the best interest of the Employer for the successful realization of ERP implementation with all reasonable care, skill sound engineering, administrative and financial practices and shall be responsible to the Employer (Bangladesh-China Power Company (Pvt.) Limited for discharge of responsibilities.

#### **7.0 Qualification and Experience of the Individual Consultant**

- a) At least Bachelor’s degree in any discipline.
- b) Minimum 08 years of overall professional experience.
- c) Minimum 05 years of experience in ERP implementation.
- d) Experience of providing consultancy services as ERP expert in at least 1 (one) successfully completed ERP system.
- e) Should have excellent English proficiency



## **8.0 Mode of Payment**

Payments shall be made in line with agreed-on outputs. Hundred percent (100%) lump-sum Contract Price shall be paid after successful completion of the services required by the Terms of Reference (ToR).

## **9.0 Duration of the Assignment**

The total duration of the assignment will be 02 (two) month from the date of signing of the Contract.

## **10.0 Ownership of the Data, Documents, and Equipment**

- Employer shall be the owner of all the data collected, data sets, reports, documents, etc. prepared by the Consultant under the assignment.
- All documents, reports and information from this assignment will be regarded as Employer's property, so the mentioned outputs or part of it cannot be sold or used in any case without the prior permission of the Employer.
- The Consultant shall maintain confidentiality strictly and shall not disclose any information to any other party(ies) unless agreed by the Employer.

## **11.0 Submission of Proposal**

Interested Consultant(s) shall submit proposal including the following documents:

- (a) Letter of Proposal;
- (b) Curriculum Vitae (CV) of the Consultant.
- (c) Signed ToR issued by the Employer.
- (d) Breakdown of Price as per attached templet (Appendix A)



## **Section 3.     Application Forms**

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Indicative Remuneration



## Form 3A. Application Submission Form

To,

Superintending Engineer (Procurement)  
Bangladesh-China Power Company (Pvt.) Limited  
UTC Building (Level-5), 8, Panthapath, Kawran Bazar, Dhaka-1215.

Dear Sir

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Name

Address:

Tel:





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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged]</i>			
2*	NAME OF PERSON :	<i>[state full name as per National ID CARD]</i>			
3*	3.1 DATE OF BIRTH :	<i>[ dd/mm/yy]</i>			
	3.2 PRESENT AGE :	<i>[Age up-to first March 2022]</i>			
4	NATIONALITY :				
	4.1 Address a) Present :				
	b) Permanent :				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES:	<i>[state rank and name of society and year of attaining that rank].</i>			
6*	EDUCATION:	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>			
7	OTHER TRAINING:	<i>[indicate significant training (National &amp; International) since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant. Pls submit herewith the prove copy].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY:	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
		<i>[e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent]</i>
9*	COMPUTER PROFICIENCY INCLUDING TRAINING:	<i>[ Describe in Details and attach all concern prove]</i>			
10*	WORK EXPERIENCE IN DONOR FUNDED PROJECT WITH DURATION:	<i>[Length of total work experience in donor funded project]</i>			





11*	WORK EXPERIENCE AS A SPECIALIST:	[ total working duration as a Specialist]
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 Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i>  <i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>
	EMPLOYER 1	FROM: TO:
	EMPLOYER 2	FROM: TO:
	EMPLOYER 3	FROM: TO:
	EMPLOYER 4 (etc.)	FROM: TO:
13*	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>
14*	TOTAL LENGTH OF EXPERIENCE:	[total service period in terms of year]

#### CERTIFICATION

*[Do not amend this Certification].*

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

Signature	
Name	
Date of Signing	
[dd / mm / yyyy]	

Telephone \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_



### Form 3C. Indicative Remuneration

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

(1) **Remuneration**

<b>Rate</b> (Per month in Taka excluding VAT & IT)	<b>Staff Time</b> (No. of month)	<b>Total Amount</b> (In Taka excluding VAT & IT)
	02	

**Note: A month consists of 30 calendar days.**

CONTRACT CEILING WITHOUT VAT & IT (1)	
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## Section 4. Contract Forms

The *Contract Agreement*, which once completed and signed by the Client and the Consultant, clearly defines the Client's and Consultants' respective responsibilities.



## 4.1 Contract Agreement (Time-based)

THIS CONTRACT ("the Contract") is entered into this day of [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 <i>April 10, 2022</i> and continuing until <i>June 10, 2022</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 Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under own funds.</p> <p>3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the <b>Sub-Clause 3.5</b>.</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 own funds, the Client shall:</p> <ul style="list-style-type: none"><li>(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an application for award; and</li><li>(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under own funds.</li></ul> |





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 Financial 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 Financial 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.<br><br>7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.                                                                                                                                                                                                     |
| 9. Contractual Ethics           | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.                                                                                                                                                                   |





## **Payments to the Consultant**

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



13. Payment  
Conditions

- 13.1 Currency:** Payments shall be made in Bangladesh Taka upon fulfilment of all contractual obligation within fifteen (15) calendar days of receipt of the Invoice as the case may be.
- 13.2 Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her. **Not Applicable**
- 13.3 Monthly Payments:** Not Applicable.
- 13.4 Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 13.5 Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.6 Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three (3) months after the acceptance of the final report.

## **Obligations of the Consultant**

14. Medical  
Arrangements

- 14.1** The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.

15. Working Hours  
and Leave

- 15.1** The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2** The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.

16. Performance  
Standard

- 16.1** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

17. Contract  
Administration

- 17.1 Client's Representative**  
The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 17.2 Timesheets**  
The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by





the Client's Representative.

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

### **Obligations of the Client**

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

### **Termination and Settlement of Disputes**

- |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22. Termination        | 22.1 <b>By the Client</b><br><br>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.<br><br>22.2 <b>By the Consultant</b><br><br>The Consultant may terminate the Contract, by not less than twenty-eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract. |
| 23. Dispute Resolution | 23.1 <b>Amicable Settlement</b><br><br>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.<br><br>23.2 <b>Arbitration</b><br><br>If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in                                                                                     |



force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations



## **ANNEX A: Description of the Services**

-As per section 2 Terms of Reference





## ANNEX B: Cost estimates of Services and Schedule of Rates

### (A) Remuneration excluding VAT & IT

Name of Consultant	Rate without VAT & IT(Taka)	Quantity (Month)	Total without VAT & IT (Taka)
(a)	(b)	(c)	(d) = (b) x (c)
		02	
Remuneration is made on a [state month] rate		Sub-Total (A)=	

<b>CONTRACT CEILING WITHOUT VAT &amp; IT (A)=</b>	
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## ANNEX C: Consultant's Reporting Obligations

SL No.	Reports	Contents of Reports	Persons to Receive	Date of Submission
1.	Inception Report	Introduction, Scope and Methodologies, Activities Plan with output indicators	SE (Procurement)	Within 5 days from the date of contract signing.
2.	Interim Reports	As per required pro-forma	SE (Procurement)	After 1 (one) month of signing of the contract
4.	Draft Final Report	Introduction, Scope and approach Activities undertaken/ completed Limitations and remedies General Recommendations and conclusion Reference Annexes	SE (Procurement)	Before 15 (fifteen) days of the completion of the services.
5.	Final Report	Introduction, Scope and approach Activities undertaken/ completed Limitations and remedies General Recommendations and conclusion Reference Annexes	SE (Procurement)	Before 07 (seven) days of the completion of the services.

