This Document is the Preliminary working Draft. Procuring Entity can use this draft for their RFA preparation. During preparation of RFA Document, if any problem/ confusion arises, PE's are requested to contact with BPPA for further clarifications.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Request For Proposal (SRFP) (National) For Selection of Consulting Firm

(Simple Lump-Sum – For value up to BDT 1 Crore)

Bangladesh Public Procurement Authority (BPPA)
Implementation Monitoring and Evaluation Division
Ministry of Planning

December 2025 e-PS5

Guidance Notes on the use of the Standard Request for Proposal

These guidance notes have been prepared by the BPPA to assist a Procuring Entity (the Client) in the preparation of an RFP Document, using this Standard Request for Proposal (SRFP), for procurement of Intellectual and Professional Services having estimated cost up to BDT 1 Crore. The Procuring Entity should also refer to the Public Procurement Act, 2006 (Act No 24 of 2006), and the Public Procurement Rules 2025, issued to supplement the act available on BPPA's website: http://www.bppa.gov.bd/ including amendments thereto. All concerned are advised to refer to the aforementioned Act and Rules in particular **Section 37-38 and Rules 124-148** respectively, while participating in any selection process of Consultants.

The use of SRFP (e-**PS5**) applies when a short-listing process following Expressions of Interest has taken place and the short-listed Applicants are invited to submit a Proposal. This document shall be used when a Procuring Entity **(the Client**) wishes to select an Applicant **(Consultant)** for assignments for which remuneration is being determined on the basis of a **lump-sum** to be paid to the Consultant for carrying out the Services.

Lump sum based contracts are recommended when the Scope of the Services is clearly defined and Consultant's remuneration is linked to the delivery of certain outputs, usually reports, etc. A major advantage of the **lump-sum** contract is the simplicity of its administration; the Client needs only to be satisfied with the output.

SRFP (e-**PS5**) is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Bangladesh. SRFP (e-**PS5**) has 6 Sections, of which Section 1 (Instruction to Consultants) and Section 3 (General Conditions of Contract) <u>must not be altered or modified under any circumstances.</u>

The Client addresses its specific needs through the information provided in the **Proposal Data Sheet (PDS)** and the **Particular Conditions of Contract (PCC)** as well as in the detailed requirements of the procurement in the **Terms of Reference (TOR)**.

Guidance notes in brackets and italics are provided for both the Client and the Consultants and, as such the Client should carefully decide what notes need to remain and what other guidance notes might be required to assist the Consultants in preparing its Proposal Submission; so as to minimise the inept selection process.

SRFP (e-**PS5**), when properly completed will provide all the information that a Consultant needs in order to prepare and submit a Proposal. This should provide a sound basis on which a Client can fairly, transparently and accurately carry out an evaluation process on the proposals submitted by the Consultants.

SRFP (e-PS5) duly tailored may also be used for the purpose of Single Source Selection Method.

The following briefly describes the Sections of the SRFP (e-**PS5**) and how a Client should use these when preparing a particular Request for Proposal.

Section 1. Instructions to Consultants (ITC)

This Section provides relevant information to help Consultants prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contract. The Instruction to Consultants (ITC) specifies the instructions and procedures that govern the selection process.This Section also contains the criteria to be used by the Client to determine the lowest evaluated Proposal and the qualifications of the Consultants to perform the Contract. The Instructions to Consultants are therefore not a part of the Contract.

The text of the clauses in this section shall not be modified

Section 2. Proposal Data Sheet (PDS)

This Section provides the information that is specific to each object of procurement and that supplements the information or requirements included in Section 1: Instructions to Consultants. The Client shall specify in the PDS only the information that the ITC instructs to be specified in the PDS. To facilitate the preparation of the PDS, its Clause Numbers are numbered with the same numbers of the corresponding ITC Clauses.

Section 3. General Conditions of Contract (GCC)

The Section provides the General Conditions of Contract that will apply to the Contract for which this SRFP is issued. The GCC clearly identifies the provisions that may normally need to be specified for a particular selection process and need to be addressed through the PCC.

The text of the clauses in this section shall not be modified.

Section 4. Particular Conditions of Contract (PCC)

The Section provides clauses specific to the particular Contract that modify or supplement Section3: General Conditions of Contract. The Client should include at the time of issuing the Request for Proposal Documents all possible information that the GCC indicate in the PCC. To facilitate the preparation of the PCC, its Clause Numbers are numbered with the same numbers of the corresponding GCC Clauses.

Section 5. Proposal and Contract Forms

A. Technical Proposal- Standard Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to readily understand and evaluate proposals in accordance with the established criteria. The completed forms will indicate details of the Consultant's organization and experience, methodology, work plan, work schedule, team composition and task assignments, and staffing schedule.

B. Financial Proposal- Standard Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to easily understand and evaluate proposals in accordance with the established criteria.

C. Form of Contract

The Form of Contract, which, once completed and signed by the Client and the Consultant incorporates any corrections or modifications to the accepted Proposal relating to amendments permitted by the Instructions to Consultants, the General Conditions of Contract, and the Particular Conditions of Contract.

D. Appendixes

The Appendices to the formal Contract include a description of the Services, the reporting requirements, details of key personnel and Sub-Consultants, a breakdown of the Contract Price, services and facilities to be provided by the Client and different Formats.

Section 6. Terms of Reference

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

Formats for JV Agreement, Reporting on Contract Awarding, Reporting on Contract Signing, Service Commencement, Contract Amendment and Accomplishment Certificate are attached at the back of this Document are to be used when applicable.

[enter here the name and address of the Procuring Entity]

REQUEST FOR PROPOSAL (NATIONAL) FOR SELECTION OF CONSULTING FIRM

[enter here the nature of the services required]

(Simple Lump-sum - For value up to BDT 1 Crore)

Invitation for Proposal No:
Issued on:
Proposal Package No:

Table of Contents

Section 1. Instructions to Consultants *1*

A. General **1**
1. Scope of Proposal 1
2. Interpretation 1
3. Source of Funds 1
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices 2
5. Eligible Consultants 3
6. Eligible Sub-Consultants 4
7. Eligible Services 4
8. Conflict of Interest: General 4
9. Conflicting Activities 4
10. Conflicting Assignments 5
11. Conflicting Relationships 5
12. Unfair Advantage 5
13. Site Visit 5

B. Request for Proposal **6**
14. RFP Document: General 6
15. Clarification on RFP Document 6
16. Pre-Proposal meeting 6
17. Addendum to RFP Document 7

C. Proposal Preparation **7**
18. Proposal: Only one 7
19. Proposal: Preparation Costs 7
20. Proposal: Language 7
21. Proposal: Documents 8
22. Proposal: Preparation 8
23. Technical Proposal Preparation 8
24. Technical Proposal: Format and Content 10
25. Financial Proposal Preparation 10
26. Financial Proposal Format and Content 11
27. Taxes 11
28. Client's Services and Facilities 11
29. Proposal Currency 11
30. Proposal Validity 11
31. Extension of Proposal Validity 12
32. Proposal Format and Signing 12

D. Proposal Submission **12**
33. Proposal: Sealing and Marking 12
34. Proposal: Submission Deadline 13
35. Proposal Submitted Late 13

E. Proposal Opening and Evaluation **13**
36. Technical Proposal Opening 13
37. Restriction on Disclosure of information 13
38. Clarification on Proposal 13
39. Proposal Evaluation: General 14
40. Examination of Conflict of Interest Situation 14
41. Proposal: Technical Evaluation 14
42. Financial Proposal Opening 15
43. Correction of Arithmetical Errors 15
44. Proposal: Financial Evaluation 15
45. Proposal: Combined Evaluation 16
46. Proposal Negotiation: 17
47. Proposal Negotiation: Technical 17
48. Proposal Negotiation: Financial 17

49. Availability of Professional staff/experts 18
50. Proposal Negotiations: Conclusion 18
51.Rejection of all Proposals 18
52.Informing Reasons for Rejection 19

F. Contract Award **19**
53. Award of Contract 19
54. Performance Security 19
55. Form and Validity of Performance Security 19
56. Reporting on Contract Awarding 19
57. Contract Signing 20
58. Reporting on Contract Signing 20
59. Debriefing 20
60. Commencement of Services 20
61. Consultants Right to Complain 20

Section 2. Proposal Data Sheet 21

Section 3. General Conditions of Contract 25

A. General **25**
1. Definitions 25
2. Phased Completion 26
3. Communications and Notices 26
4. Governing Law 27
5. Governing Language 27
6. Documents Forming the Contract in Order of Precedence 27
7. Assignment 27
8. Eligible Services 27
9. Contractual Ethics 27
10. Joint Venture (JV) 27
11. Authority of Member in Charge 28
12. Authorized Representatives 28
13. Relation between the Parties 28
14. Location 28
15. Taxes 28
16. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices 28

B. Commencement, Completion and Modification **30**
17. Effectiveness of Contract 30
18. Effective Date 30
19. Commencement of Services 30
20. Expiration of the Contract 31
21. Modifications or Variations 31

C. Consultant's Personnel and Sub-Consultants **31**
22. General 31
23. Description of Personnel 32
24. Approval of Personnel 32
25. Removal and/or Replacement of Personnel 32

D. Obligations of the Consultant **33**
26. Standard of Performance 33
27. Conflict of Interests 33
28. Consultant Not to Benefit from Commissions Discounts etc. 33
29. Consultant and Affiliates not to Engage in Certain Activities 33
30. Prohibition of Conflicting Activities 33
31. Confidentiality 34
32. Liability of the Consultant 34
33. Insurance 35
34. Accounting, Inspection and Auditing 35
35. Consultant's Actions Requiring Client's Prior Approval 35

36. Reporting Obligations 36
37. Proprietary Rights on Documents Prepared by the Consultant 36
38. Proprietary Rights on Equipment and Materials Furnished by the Client. 36

E. Obligations of the Client **36**
39. Assistance and Exemptions 36
40. Access to Land 37
41. Change in the Applicable Law Related to Taxes 37
42. Services and Facilities 37
43. Payment 37
44. Cost Estimate of Services: Ceiling Amount 37
45. Payments: General 38
46. Lump-Sum Payment 38
47. Contract Price 38
48. Payment for Additional Services 38
49. Modes of Billing and Payment 38
50. Advance Payment 38
51. Interim Payments 38
52. Amendment to Contract 39
53. Adjustments for Changes in Legislation 39
54. Final Payment 39
55. Suspension of Payments 39

G. Time Control **40**
56. Performance Security 40
57. Completion of Services 40
58. Early Warning 40
59. Extension of the Intended Completion Date 40
60. Progress Meetings 40

H. Good Faith and Fairness **41**
61. Good Faith and Fairness 41
62. Termination for Default 41
63. Termination for Insolvency 42
64. Termination for Convenience 42
65. Termination because of Force Majeure 42
66. Force Majeure 42
67. No Breach of Contract 43
68. Measures to be Taken on Force Majeure 43
69. Cessation of Rights and Obligations 44
70. Cessation of Services 44
71. Payment upon Termination 44
72. Disputes about Events of Termination 44
73. Settlement of Disputes 44

Section 4. Particular Conditions of Contract *46*

Section 5. Proposal & Contract Forms *50*

5A. Technical Proposal - Standard Forms 50
Form 5A1 Technical Proposal Submission Form 51
Form 5A2 Consultant's Organization and Experience 52
Form 5A3 Comments and Suggestions on the Terms of Reference and, on Services and Facilities to be provided by the Client 53
Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment 54
Form 5A5 Work Schedule 57
Form 5A6 Team Composition and Task Assignments 58
Form 5A7 Staffing Schedule 59
Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff 60
5B. Financial Proposal - Standard Forms 62
Form 5B1 Financial Proposal Submission Form 63
Form 5B2 Summary of Costs ..... **Error! Bookmark not defined.**

Form 5B3 Breakdown of Staff Remuneration 64
Form 5B4 Breakdown of Reimbursable Expenses 65
5C. Contract Agreement 67
5D. Appendices 69
Appendix 1 Description of the Services 69
Appendix 2 Reporting Requirements 69
Appendix 3 Key Personnel and Sub Consultants 69
Appendix 4 Services and Facilities to be provided by the Client 69
Appendix 5 Cost Estimates 69
Appendix 6 Bank Guarantee for Advance Payments 70
Appendix 7 Bank Guarantee for Performance Security 71
Section 6. Terms of Reference (TOR) 72
Annexures: Formats 73

Letter of Invitation

[Insert: Invitation No…..]
[insert: Location and Date]

[Insert: Name and Address of Consultant]

Dear Mr. /Ms.:

1. The Government of the People's Republic of Bangladesh has allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposal (RFP) Document is issued.

2. Now invites proposals to provide the following consulting services. More details on the services are provided in the Terms of Reference.

3. This Letter of Invitation and the RFP Document has been issued to the following short-listed Consultants :

1	*[list only the names of those Applicants short-listed]*
2	
3	
4	
5	

It is not permissible to transfer this invitation to any other Consultant or Firm.

4. A Consultant will be selected under *the selection method* and procedures for selection are described in the RFP Document.

5. In addition to the Letter of Invitation, the RFP Document includes the following Sections:
   - Section 1: Instructions to Consultants (ITC)
   - Section 2: Proposal Data Sheet (PDS)
   - Section 3: General Conditions of Contract (GCC),
   - Section 4: Particular Conditions of Contract (PCC),
   - Section 5: Proposal & Contract Forms
   - Section 6: Terms of Reference (TOR)

Section 1. Instructions to Consultants

A. General

1. Scope of Proposal

1.1 The Client, as indicated in the Proposal Data Sheet (**PDS**), issues this Request for Proposal (RFP) for the provision of Services as specified in the **PDS** and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the **PDS**.

1.2 The successful Consultant shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the **PDS**. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.

2. Interpretation

2.1 Throughout this RFP Document :

- the term **"in writing"** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
- if the context so requires, **singular** means plural and vice versa;
- **"day"** means calendar day unless otherwise specified as working days;
- **"Person"** means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
- **"Consultant"** means a Person who submits a Proposal;
- **"Request for Proposal Document"** means the Document provided by the Client to a short-listed Consultant as a basis for preparation of the Proposal; and
- **"Proposal"** depending on the context, means a Proposal submitted by a Consultant for delivery of Services to a Client in response to an Invitation for Request for Proposal.

3. Source of Funds

3.1 The Client has been allocated **'public funds'** as indicated in the **PDS** and intends to apply a portion of the funds to eligible payments under the Contract for which this RFP is issued.

3.2 For the purpose of this provision, **'public funds'** means any funds allocated to the Client under Government budget, or loan, grants and credits placed at the disposal of the Client through the Government by the Development Partners or foreign states or organizations.

3.3 Payments by the Development Partner, if so indicated in the **PDS**, will be made only at the request of the Government and upon approval by the Development Partner in accordance with the

applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices

4.1 The Government requires that the Client, as well as Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.

4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:

(a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in these Rules;

(b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

(c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Proposals submitted or fix Proposal prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;

(d) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Proposals.

(e) **"Obstructive practice"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the

Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023*.

4.3 Should any corrupt or fraudulent or obstructive practice of any kind referred to in ITC Sub Clause 4.2 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such decision and the reasons shall be recorded in the record of the procurement proceedings and promptly communicated in writing to the Consultant concerned.

4.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Client against any Consultant alleged to have carried out such practices, the Client shall :

(a) exclude the concerned Consultant from further participation in the particular procurement proceeding; or

(b) reject any recommendation for award that had been proposed for that had been proposed for that concerned Consultant; or

(c) declare at its discretion, the concerned Consultant to be ineligible to participate in further procurement proceedings for a specific period of time

4.5 Consultants shall be aware of the provisions in Section 64 of the Public Procurement Act, 2006 and Rule 149 of the Public Procurement Rules, 2025 and others as stated in GCC Clause 16.

5. Eligible Consultants

5.1 This Request for Proposal Document is limited to short-listed Consultants only and, those short-listed Consultants indicated in the Letter of Invitation are eligible to submit a Proposal for the consulting services required for the assignment.

5.2 Consultants shall have the legal capacity to enter into the contract under the Applicable law.

5.3 Consultants shall have fulfilled its obligations to pay taxes and social security contributions under the laws and regulations of the country of origin.

5.4 Consultants in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices as stated under ITC Sub Clause 4.2.

5.5 Consultants are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.

5.6 Consultants shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from

undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.

5.7 Government officials and civil servants, including persons of autonomous bodies or corporations, satisfactory to the conditions as stated under ITC Sub Clause 11.3, may be hired to work as a member of a team of Consultants.

5.8 Consultants shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client will reasonably request.

5.9 These above requirements for eligibility will extend, as applicable, to each Joint Venture partners of the Consultants.

6. Eligible Sub-Consultants

6.1 The requirements for eligibility as stated under ITC Clause 5 will extend to each Sub-Consultant(s), as applicable.

7. Eligible Services

7.1 All material, equipment and supplies used by the Consultant and Services to be provided under the Contract shall have their origin in countries other than those specified in the **PDS**.

8. Conflict of Interest: General

8.1 Consultants and all parties constituting the Consultant shall not have a Conflict of Interest (COI), pursuant to Rule 71 of the Public Procurement Rules, 2025.

8.2 COI shall mean a situation in which the Consultant provides biased professional advice to the Client in order to obtain from that Client an undue benefit for himself/herself or any of its affiliate(s)/associate(s).

8.3 Consultants, including any of its affiliates or associates, in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Client's interests paramount, shall strictly avoid conflicts with other assignments or its own corporate interests, and act without any consideration for award of a future work and must not have a COI, shall not be recruited under any of the circumstances specified in ITC Sub Clauses 9, 10 and 11.

9. Conflicting Activities

9.1 If any Consultant has earlier been engaged by a Client to supply Goods, perform Works or provide physical services for a project, then that Person and any of its associates or affiliates shall be disqualified from providing consulting services related to those Goods, Works or Services.

9.2 If any Consultant hired to provide consulting services for the preparation or implementation of a project, then that Consultant and any of its associates or affiliates shall be disqualified from subsequently supplying Goods, providing consulting services, performing physical services or Works resulting from or directly related to the Consultant's earlier consulting services.

[For the purpose of ITC Sub Clause 9.2, services other than consulting services are defined as those leading to a measurable physical

output, for example surveys, exploratory drilling, aerial photography, and satellite imagery]

10. Conflicting Assignments

10.1 Consultants, its Personnel and Sub-Consultants or any of its associates or affiliates shall not be hired for any assignment that may be in conflict with identical assignment of the Consultant to be performed for the same or for another Client.
[*For the purpose of ITC Sub Clause 10.1, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question*]

11. Conflicting Relationships

11.1 Consultants, its Personnel and Sub-Consultant that has a business relationship with a member of the Client's staff involved in the procurement proceedings may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process of the Consultant.

11.2 The Client's officials, who have an interest, directly or indirectly, with a firm or individual that is participating or has participated in a Procurement proceedings of that Client, shall declare its relationship with that firm or individual and consequently not participate in any proceedings concerned with that specific Procurement at any stage including from when the specifications are written and qualification criteria are established up to the Supply of Goods or execution of the Works are completed and, until all contractual obligations have been fulfilled.

11.3 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. When the Consultant nominates any such employee as Personnel in their Technical Proposal, such Personnel 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 Technical Proposal.

12. Unfair Advantage

12.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to this proposed assignment, the Client shall make available to all short-listed Consultants together with this RFP Document all information that would in that respect give such Consultant any competitive advantage over the competing Consultants.

13. Site Visit

13.1 Consultants, at its own responsibility and risk is encouraged to visit and examine the site and obtain all information that may be necessary for preparing the Proposal and entering into a Contract for Services. Consultants should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate

arrangements. The costs of visiting site shall be at Consultant's own expense.

B. Request for Proposal

14. RFP Document: General

14.1 The Sections comprising the Request for Proposal are listed below and should be read in conjunction with any Addendum issued under ITC Clause 17.

Section 1 : Instructions to Consultants (ITC)

Section 2 : Proposal Data Sheet (PDS)

Section 3 : General Conditions of Contract (GCC),

Section 4 : Particular Conditions of Contract (PCC),

Section 5 : Proposal and Contract Forms

Section 6: Terms of Reference (TOR)

14.2 Consultants are expected to examine all instructions, forms, terms, TOR in the RFP Document as well as Addendum, if any.

15. Clarification on RFP Document

15.1 Consultants requiring any clarification of the RFP Document shall contact the Client through e-GP System before **two-third** of the time allowed for preparation and submission of Proposal elapses.

15.2 The Client is not obliged to answer any clarification request received after that date as stated under ITC Sub Clause 15.1.

15.3 The Client shall respond through e-GP System within five (**5**) working days of receipt of any such request for clarification received under ITC Sub Clause 15.1.

15.4 The Client shall forward copy of its response to all those short-listed Consultants, including a description of the enquiry but without identifying its source.

15.5 Should the Client deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITC Clause 17.

16. Pre-Proposal meeting

16.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, as stated in the e-Request for Application Notice, invite short-listed Consultants to a pre-Proposal Meeting through e-GP System.

16.2 Pre-Proposal Meeting shall be held online on the date and time specified in the e-Request for Application Notice. Clarifications to the queries raised by the Consultants will be provided during the online session, and the responses will also be made available through the dashboards of the Tenderers who have purchased the e-Proposal Document (e-PD) in the e-GP System, within the date and time specified in the e-Request for Application Notice.

16.3 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed Consultants not later than seven (**7**) days of the date of the meeting. Any revision to the RFP Document that may become necessary as a result of the pre-Proposal meeting will be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 17 and not through the minutes of the pre-Proposal meeting.

17. Addendum to RFP Document

17.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request from a short-listed Consultant, may revise the RFP Document by issuing an Addendum through e-GP System.

17.2 The Addendum issued under ITC Sub Clause 17.1 shall become an integral part of the RFP Document and shall be circulated through e-GP System to all the short-listed Consultants, to enable the Consultants to take appropriate action.

17.3 To give the short-listed Consultants reasonable time to take any Addendum into account in preparing its Proposal, the Client may extend the deadline for the submission of Proposals pursuant to ITC Sub Clause 34.3.

C. Proposal Preparation

18. E-Proposal: Only one

18.1 Consultants, including its affiliate(s) may submit only one (1) e-Proposal.

18.2 A firm proposed as a Sub-Consultant in any e-Proposal may participate in more than one e-Proposal, but only in the capacity of a Sub-Consultant.

18.3 Consultants submitting a Proposal individually or as Joint Venture partner shall not be accepted as Sub-Consultant to any other short-listed Consultant in the same procurement process.

19. e-Proposal: Preparation Costs

19.1 Consultants shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of outcome of the procurement process.

20. e-Proposal: Language

20.1 Proposals shall be written in the English language. Correspondences and documents relating to the Proposal may be written in English or ***Bangla***. Supporting documents and printed literature furnished by the Consultant that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or ***Bangla*** language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern**.**

21. e-Proposal: Documents

21.1 Proposals prepared by the Consultants shall comprise the following:

(a) Technical Proposal;

(b) Financial Proposal;

(c) Documentary evidence establishing Consultant's eligibility, and

(d) any other document required as stated in the **PDS**.

22. e-Proposal: Preparation

22.1 In preparing its Proposal, Consultants shall examine in detail the documents comprising the RFP Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Proposal.

22.2 Consultants shall prepare the Technical Proposal in accordance with ITC Clause 23 and 24 using the forms furnished in Section **5A**: Technical Proposal; Standard Forms.

22.3 Consultants shall prepare the Financial Proposal in accordance with ITC Clause 25 and 26 and using the forms furnished in Section **5B**: Financial Proposal; Standard Forms.

22.4 All the forms mentioned in ITC Sub Clauses 22.2 and 22.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be considered as being incomplete.

23. Technical e-Proposal Preparation

23.1 Consultants, in preparing the Technical Proposal, must give particular attention to the instructions provided in ITC Sub Clause 23.2 thru 23.17 inclusive.

23.2 Consultant that considers it does not have all the expertise required for the assignment, it may obtain such expertise from other Consultants or entities in the form of a Joint Venture or Sub-Consultancy, as appropriate.

23.3 Joint Venture or Sub-Consultancy, as stated under ITC Sub Clause 23.2, amongst the short-listed Consultants at the time of submission of Proposal is not permitted, and the Client shall disqualify such Proposal.

23.4 Joint Venture or Sub-Consultancy, as stated under ITC Sub Clause 23.2, with other not short-listed (i.e. those applied for but not short-listed) Consultants at the time of submission of Proposal is also not permitted without the approval of the Client, which must be obtained prior to the deadline for submission of a Proposal.

23.5 Joint Venture agreement, as per **Format e-PS5-P,** indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case on a non-judicial stamp of value as specified in the **PDS**, duly signed by all legally authorized representatives of the Consultants who are parties to such agreement.

23.6 Each partner of the Joint Venture shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.

23.7 Joint Venture shall nominate the **Lead Partner** as **RPRESENTATIVE** being entrusted with the Contract administration and management at the assignment location who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the selection process and, in the event the Joint Venture is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the Joint Venture.

23.8 The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Client.

23.9 Consultants appointing another non-short-listed (i.e. those not applied for short-listing) Consultants as a Sub-Consultant, as stated under ITC Sub Clause 23.2, at the time of submission of Proposal shall not require prior permission of the Client but in such cases, the Proposal shall be submitted in the title of the short-listed Consultant.

23.10 In the event of Sub-Consultancy, as stated under ITC Sub Clause 23.9, the Proposal should include a covering letter signed by an authorized representative of the short-listed Consultant with full authority to make legally binding contractual and financial commitments on behalf of the Consultant, **plus** a copy of the agreement(s) with the Sub-Consultant(s).

23.11 Sub-Consultancy (s) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.

23.12 For QCBS based assignments, only the estimated total of Professional staff-months is indicated in the **PDS**; however the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the Consultant.

23.13 For FBS based assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the **PDS** but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.

23.14 Proposed Key professional staff shall have at least the qualification experience indicated in the **PDS**, preferably working under conditions similar to Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.

23.15 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. Conversely, one Key professional staff is not allowed to offer his/her

inputs in more than one Proposal for this particular assignment and, in this particular procurement process.

23.16 Proposals submitted by the Consultants must be accompanied by the commitment of the proposed Key professional staff duly certified the correctness of the particulars stated in its CV.

23.17 Failure to fulfil the requirements under this Clause may lead to incompleteness of the Proposal.

24. Technical e-Proposal: Format and Content

24.1 The Technical Proposal shall provide the following information using the attached Standard Forms in **Section 5A:**

(a) **Form 5A1:** Technical Proposal Submission Form in the format of a letter, duly signed by an authorized signatory of the Consultant;

(b) **Form 5A2:** giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant;

(c) **Form 5A3:** indicating comments and suggestions that the Consultant may have on the TOR to improve performance in carrying out the assignment;

(d) **Form 5A4:** indicating the approach, methodology and work plan for performing the assignment;

(e) **Form 5A5 :** being the work plan should be consistent with the Work Schedule and should be in the form of a bar chart showing the timing proposed for each activity;

(f) **Form 5A6:** being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks;

(g) **Form 5A7:** being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment;

(h) **Form 5A8:** being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the Proposal;

(i) **Plus**, a detailed description of the proposed methodology, staffing, and monitoring of training, if the **PDS** specifies training as a major component of the assignment; and

(j) **Any** additional information that might be requested in the **PDS**.

24.2 The Technical Proposal shall not include any financial information. **A Technical Proposal containing financial information may be considered non-responsive.**

25. Financial e-Proposal Preparation

25.1 The Financial Proposal shall be prepared using the Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff, and (b) reimbursable expenses as indicated

in the **PDS**. If appropriate, these costs should be broken down by activity.

25.2 All activities and items described in the Technical Proposal, as applicable, must be priced separately.

26. Financial e-Proposal Format and Content

26.1 The Financial Proposal shall provide the following information using the attached Standard Forms in **Section 5B:**

(a) **Form 5B1:** Financial Proposal Submission Form in the format of a letter duly signed by an authorized signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form;

(b) **Form 5B2:** being the breakdown of Costs against staff remuneration;

(c) **Form 5B3:** being the breakdown of costs against reimbursable expenses;

(d) **Form 5B4:** being the Summary of Costs against staff remuneration and reimbursable expenses.; and

if appropriate, all these costs should be broken down by activity.

27. Taxes

27.1 Consultants are subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the Consultant to be familiar with the relevant laws in Bangladesh, and to determine the taxes, duties, fees, levies and other charges to be paid under the Applicable Law, if the Contract is awarded. Any such amounts on account of local taxes shall not be considered in the Financial Evaluation of the Proposal as they will be discussed at contract negotiations, and applicable amounts will be included in the Contract Price.

27.2 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal **Form 5 B1**.

28. Client's Services and Facilities

28.1 The Client shall:

(a) provide at no cost to the Consultant the services and facilities as specified in the **PDS**;

(b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP Document; and

(c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the Proposal.

29. e-Proposal Currency

29.1 All prices shall be quoted in Bangladesh Taka (BDT) currency unless otherwise stated in **PDS**.

30. e-Proposal Validity

30.1 Proposals shall remain valid for the period as specified in the **PDS** after the date of Proposal submission deadline prescribed by the

Client. A Proposal valid for a period shorter than that specified will be considered non- responsive.

31.Extension of e-Proposal Validity

31.1 In exceptional circumstances, prior to the expiration of the Proposal Validity period, the Client may solicit, not later than ten (**10**) days before the expiry date of the Proposal Validity, all the Consultants' consent to an extension of the period of validity of their Proposals.

31.2 The request for extension of the Proposal Validity period shall state the new date of the validity of the Proposal.

31.3 The request from the Client and the responses from the Consultants will be made through e-GP System.

31.4 Consultants consenting to the request as stated under ITC Sub Clause 31.3 shall not be required or permitted to modify its Proposal in any circumstances.

31.5 Consultants are not consenting to the request made by the Client as stated under ITC Sub Clause 31.3, its Proposal shall not be considered in the subsequent evaluation.

32. Online Proposal Preparation

32.1 The Consultant shall prepare Technical e-Proposal as described in ITC Clause 23 and Financial e-Proposal as described in ITC Clause 25.

32.2 Prior to submission of a e-Proposal, the Consultant must ensure that all electronic records and files making up the e-Proposal are completely virus free and also ensure integrity, completeness and authenticity of the e-Proposal.

D. Proposal Submission

33. e-Submission of Proposal

33.1 Consultant shall submit the e-Proposal through e-GP system and must be received in completeness prior to the deadline for submission. Consultant will receive an acknowledgement of successful submission of the e-Proposal through the e-GP system.

33.2 Proposal lodged through e-GP system by the Consultant is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Consultant and intended to have binding legal effect. e-Signature/Digital Signature will identify and authenticate the Consultant.

33.3 e-Proposal submitted online will be stored in encrypted format in the e-GP System.

33.4 Lodged e-Proposal containing files those are corrupt or containing virus or are unreadable for any reason will not be considered.

34. e-Proposal: Submission Deadline

34.1 Proposals shall be submitted through e-GP System not later than the date and time as specified in the e-Request for Application Notice.

34.2 Submission of large electronic file may take time, and as such sufficient time must be planned to fully transmit all the files prior to the deadline for submission.

34.3 The Client, at its discretion, may extend the deadline for the submission of Proposals in accordance with ITC Clause 17 and 31.1, in which case all rights and obligations of the Client and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

34.4 e-Proposal shall not be allowed to be withdrawn after the deadline for submission.

35. e-Proposal Submitted Late

35.1 Late Submission shall not be allowed in e-GP System.

E. Proposal Opening and Evaluation

36. Technical e-Proposal Opening

36.1 Technical e-Proposal shall open automatically through e-GP System after e-Proposal submission deadline.

36.2 The Financial e-Proposals shall be kept in encrypted format in the e-GP System until such time as the evaluation of Technical e-Proposal has been approved and completed.

37. Restriction on Disclosure of information

37.1 Following the opening of the Technical Proposals, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Client or the Proposal Evaluation committee (PEC).

37.2 From the time the Proposals are opened to the time the Contract is awarded, any effort by the Consultant to influence the Client or the PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in non-responsiveness of the Consultant's Proposal.

38. Clarification on Proposal

38.1 PEC may ask the Consultants for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the Consultants shall be through e-GP System, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any

of the key staff or elements of the Proposal will neither be sought nor be permitted.

38.2 Any request for clarifications by the PEC shall not be directed towards making an apparently non-responsive Proposal responsive and reciprocally the response from the concerned Consultant shall not be articulated towards any addition, alteration or modification to its Proposal.

38.3 Consultants not providing clarifications of its Proposal by the date and time set in the PEC's request for clarification, its Proposal may not be considered in the evaluation.

38.4 Requests for clarifications on Proposal shall be through e-GP system and shall be sent only by the Chairperson of the PEC.

38.5 All clarification requests shall remind the Consultants of the need for confidentiality and that any breach of confidentiality on the part of the Consultant may result in their Proposal being disqualified, as stated under ITC Sub Clause 37.

39. e-Proposal Evaluation: General

39.1 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary, and approved by the authority competent.

39.2 Proposals shall be evaluated based on what has been submitted. The material issues to be clarified with the successful Consultant will have to be discussed during negotiations.

40. Examination of Conflict of Interest Situation

40.1 During the evaluation of the Technical Proposals, the PEC shall ascertain that no new COI situations as stated under ITC Clauses 8, 9, 10 and 11, have arisen since the Consultant was short-listed. If the PEC identifies a COI at this stage, it shall determine whether the specific conflict is substantive and shall consequently consider the Proposal non-responsive.

40.2 Consultants or its affiliate if found to be in a COI during the technical evaluation, the PEC shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be considered non-responsive.

40.3 Consultants if found to mislead the PEC by neglecting to provide information or by denying the existence of a COI situation, the Consultant's Proposal shall be considered non-responsive.

41. e-Proposal: Technical Evaluation

41.1 All Technical Proposals shall be evaluated in accordance with the RFP and the TOR.

41.2 PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals on the basis of their responsiveness to the RFP and TOR, applying the evaluation criteria, sub criteria, and points system, as specified in the **PDS**.

41.3 The points for each Technical Proposal shall then be calculated as average of the points given by all the members including the Chairperson of the PEC for the respective Proposal.

41.4 Technical Proposals thus given Technical points (Tp), as stated under ITC Sub Clause 41.2, not securing the precise minimum as specified in the **PDS**, shall be considered non-responsive.

42. Financial Proposal Opening

42.1 In the case of QCBS and FBS, after the technical evaluation is concluded and approved, the Client shall notify through e-GP System, those Consultants that have secured the precise minimum Technical points (Tp), indicating the automatic opening the Financial Proposals.

42.2 The Client shall simultaneously notify those Consultants whose Technical Proposals did not secure the precise minimum Technical points (Tp) or were considered non-responsive to the RFP and TOR, indicating that their Financial Proposals will be remained unopened after completing the selection process.

42.3 Financial Proposals of those who secured the precise minimum Technical points (Tp) shall be opened automatically by the e-GP System. The name of the Consultants, the Technical points, and the Proposal Prices shall be displayed when the Financial Proposals are opened.

42.4 The e-GP System shall generate reports of the auto opening as stated under ITC Sub Clause 42.3 and, these shall be furnished through e-GP System to Consultants who's Financial Proposals were opened.

43. Correction of Arithmetical Errors

43.1 In e-GP System, there is no provision for correction of Arithmetical Errors.

44. e-Proposal: Financial Evaluation

44.1 PEC shall review the detailed content of each Financial Proposal. During the review, the PEC and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information on financial aspects from any Consultant who has submitted a Financial Proposal.

44.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced, as stated under ITC Sub Clause 25.2, shall be deemed to be included in the prices of other activities or items of the Proposal.

44.3 The evaluation shall exclude all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law but to be paid under the Contract, unless otherwise the Consultant is exempted by the Government.

44.4 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial points (Fp) of **100**. The Financial points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 44.5.

44.5 The points for other Financial Proposals, as stated under ITC Sub Clause 44.4, shall be computed using the formulae: $F_p = \frac{100 \times F_m}{F}$; **Fp** being the Financial point of the Proposal under evaluation, **Fm** being the lowest Financial Proposal Price and, **F** being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as stated under ITC Sub Clause 44.2 and 44.6.

44.6 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; no corrections shall be applied to the Financial Proposal in this respect.

[For the purpose of ITC Sub Clause 44.6, if a Technical Proposal indicates the presence of the Team Leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, no adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount]

45. e-Proposal: Combined Evaluation

45.1 In the case of QCBS, the Proposals will be ranked according to their Combined scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1), as specified in the **PDS**: Combined score, Cs = Ts (Technical score) + Fs (Financial score); [Ts being Tp x T% and Fs being Fp x F%].

45.2 In the case of FBS, the Client will select the Consultant that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget amount excluding all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law, if the Contract is awarded.

45.3 In the case of FBS, the Proposal Prices above the budget or, the same for corrections made by the PEC if rises above the budget indicated in the RFP, the Proposal shall be considered non-responsive.

46. e-Proposal Negotiation: General

46.1 Negotiations shall commence by considering the comments, suggestions, and requests made by the PEC on both Technical and Financial Evaluation Reports and recommendations thereupon, of its authority competent.

46.2 Negotiations shall be held at the address indicated in the **PDS** by the PEC, in phases where unavoidable, with participation of the Client with the aim to reach agreement on all points and sign a Contract

46.3 The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Key Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.

46.4 In the case of QCBS, the Consultant securing the highest Combined score (Cs) in accordance with ITC Sub Clause 45.1 will be invited for negotiation as stated under ITC Clause 47 to 50.

46.5 In the case of FBS, the Consultant that submitted the highest ranked Technical Proposal selected in accordance with ITC Sub Clause 45.2 will be invited for negotiation as stated under ITC Clause 47 to 50.

47. e-Proposal Negotiation: Technical

47.1 Technical negotiations will include discussions only on the Implementation Methodology of Terms of Reference, Work Plan and Detail Activity Schedule, Organizing and Staffing, Training Inputs if training is a major component, and the Client's Services and Facilities, with a view to reconcile the Consultant's Proposal and the circumstances of the Client. These documents will then be incorporated in the Contract as **"Description of Services".**

47.2 PEC may, in particular, require the invited Consultant to substitute a key staff, if it was found during evaluation of the Technical Proposal that he/she is not fit enough for the proposed assignment.

48. e-Proposal Negotiation: Financial

48.1 Negotiation shall generally fine-tune the Financial Proposal incorporating the agreed-on technical modifications in the Proposal.

48.2 In the case of QCBS and FBS, negotiation of unit rates or prices of staff remuneration and, of reimbursable expenses is not permissible.

48.3 Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this Intellectual and Professional Services

48.4 Unless the Consultant and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 27.1, on the Consultant, proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the Consultant during

negotiation and, requisite provisions shall be made for them in the Contract Price.

48.5 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract.

49. Availability of Professional staff/experts

49.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available.

49.2 The Client will not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity.

49.3 In the event, as stated under ITC Sub Clause 49.2, substitution of the Key Professional staff(s) with equivalent or higher qualifications may be permissible.

49.4 If this is not the case and if it is established that the Key Professional staff/experts were offered in the Proposal without confirming their availability, the Consultant may be disqualified.

50. e-Proposal Negotiations: Conclusion

50.1 PEC and the successful Consultant shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.

50.2 If negotiation fails, the PEC will negotiate with the next highest evaluated Consultant, and similarly with other evaluated Consultants until a Contract is signed, but it shall not negotiate simultaneously with more than one Consultant.

51.Rejection of all e-Proposals

51.1 The Client may annul the Procurement proceedings, any time prior to the deadline for submission of the Proposals following specified procedures.

51.2 All Proposals received by the Client shall be returned unopened to the Consultants in the event the Procurement proceedings are annulled as stated under ITC Sub Clause 51.1.

51.3 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client may reject them under the following grounds -

(a) The Proposals containing major deficiencies in responding to the RFP.

(b) The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.

(c) Eevidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2025.

51.4 The Client may further annul the Procurement proceedings any time prior to signing of the Contract following specified procedures.

52. Informing Reasons for Rejection

52.1 Notice of the rejection will be given promptly within seven (**7**) days of decision taken by the Client to all Consultants, and the Client will, upon receipt of a written request, communicate to any Consultant the reason(s) for its rejection but is not required to justify those reason(s).

F. Contract Award

53. Award of Contract

53.1 The Client shall, within three (**3**) working days of receipt of approval of the Contract and, provided that no complaint or appeal has been lodged or is still under consideration, prior to the Proposal Validity period, issue a Letter of Acceptance (LOA) as per format e-PS5-Q; so that the Contract comes into force before expiration of the Proposal Validity. In the event the successful Consultant is a Joint Venture, all partners of that Joint Venture must sign.

54. Performance Security

54.1 If so specified in the **PDS**, a Performance Security shall be provided by the successful Consultant, in favour of the Client, for the amount as specified in the **PDS**, prior to signing of contract.

54.2 The proceeds of the Performance Security shall be payable to the Client unconditionally upon first written demand as compensation for Consultant's failure to complete its obligations under the Contract.

55. Form and Validity of Performance Security

55.1 The Performance Security shall be in the form of a Pay Order or Bank Draft or an irrevocable unconditional Bank Guarantee in the format as in the **Appendix 7**, without any alteration, issued by a scheduled bank of Bangladesh.

55.2 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Consultant's obligation under the Contract.

55.3 The Client may verify the authenticity of the Performance Security submitted by the successful Consultant by sending a written request to the branch of the Bank issuing the Performance Security.

56. Reporting on Contract Awarding

56.1 Immediately, but no later than 24 hours, after issuing the Letter of Acceptance, the Procuring Entity shall, for the information of other Consultants and procurement-related stakeholders, publish the contract award details **Format e-PS5-R** on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.

57. Contract Signing

57.1 Within the timeline from the issuance of the LOA but not later than the date specified therein, the successful Consultant and the Procuring Entity shall sign the contract. In the event the successful Consultant being a JV, all partners of that JV must sign.

58. Reporting on Contract Signing

58.1 Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in **Format e-PS5-S** on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Consulatant. This information shall be kept posted in the notice board or websites for at least thirty (30) days.

59. Debriefing

59.1 The Client shall, following signing of the Contract with the successful Consultant, promptly notify the other Consultants whose Proposals were technically responsive that they have been unsuccessful. The Client shall also return those unopened Financial Proposals, as stated under ITC Sub Clause 42.2, to the unsuccessful Consultants.

59.2 Debriefing of Consultants by the Client shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her without disclosing information about any other Consultant. In the case of debriefing, confidentiality of the evaluation process shall be maintained.

60. Commencement of Services

60.1 Consultant is expected to commence the assignment on the date and at the location specified in the **PDS**.

61. Consultants Right to Complain

Consultant has the right to complain in accordance with the Public Procurement Act,2006 and the Public procurement Rules, 2025.

Section 2. Proposal Data Sheet

[Comments in italic provide guidance for the preparation of the Proposal Data Sheet; these may not appear on the final RFP to be delivered to the short-listed Consultants]

ITC Clause	**Amendments of, and Supplements to, Clauses in the Instruction to Consultants.** **RFP IDENTIFICATION NO: _____**
ITC 1.1	The Client is:
	The provision of the Services is: *[insert name of Services].*
	The Method of selection is: *[Please insert the appropriate Selection Method, for example: QCBS, FBS, LCS etc.].*
ITC 1.2	The assignment is not phased. OR The assignment is phased as follows: *[indicate the phasing of the assignment]* The assignment is to be completed within *[insert days or months].* [*If the Client envisages the need for continuity for downstream work it should outline in the Terms of Reference, the scope, nature, and timing of future work and indicate here the manner in which this information would be considered in the evaluation]*
ITC 3.1	The source of public fund is *[state source of funds].*
ITC 3.3	The name of the Development Partner is *[state name of Development Partner].*
ITC 7.1	Materials, equipment's and supplies used by the Consultant are not permitted if they have originated in *[state country(s)].*
ITC 21.1 (d)	Other documents required to be submitted with the Proposal are: *[state any other documents required].*
ITC 23.5	The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only.
ITC 23.12	The total estimated number of professional staff-months required for the assignment is [*insert staff months*] *[state only in the case of QCBS; not in case of FBS]*

ITC 23.13	The Financial Proposal shall not exceed the available budget (excluding the amount of tax obligations under the Applicable Law) of *[insert amount in BDT Currency]* *[state only in the case of FBS; not in case of QCBS]*
ITC 23.14	The minimum required qualification and experience of the Key professional staff are as follows: *[state the qualification and experience of the Key professional staff]*
ITC 24.1(i)	Training is not a specific component of this assignment OR Training is a specific component of this assignment. The details of training required are; *[state the details required]* *(delete not appropriate)*
ITC 24.1(j)	Additional information on the Technical Proposal includes: *[state any additional information]*
ITC 25.1	*[List the applicable Reimbursable expenses. A sample list is provided below for guidance only: items that are not applicable should be deleted, others may be added.*] The Reimbursable expenses shall be the following: (1). Cost of office accommodations, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services; (2). Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3). Cost of communications such as the use of telephone and facsimile required for the purpose of the Services; (4). Cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services; (5). Cost of printing and dispatching of the Reports to be produced for the Services; (6). Cost of training of the Client's personnel [*this item should be considered only if the training is a major component of the assignment, and it is specified as such in the TOR*]; (7). Cost of any subcontract required for the Services in the TOR; (8). Other allowances where applicable and provisional or fixed sums (if any); and (9). Cost of such further items required for purposes of the Services not covered in the foregoing. (10). [*List other Reimbursable cases that might be applicable*]
ITC 28.1(a)	The Client will provide the following services and facilities: *[clearly define the services and facilities]*
ITC 29.1	The currency of the Proposal shall be: <u>Bangladesh Taka</u> *[denominate other currency, if deemed appropriate, for those inputs to the Services clearly identified and specified in the Financial Proposal that a Consultant is expected to supply from outside Bangladesh. The exchange rate in such case to be used in arriving at the local currency equivalent shall be the selling rate quoted by the source being Bangladesh Bank on the date of opening of the Proposal]*

ITC 30.1	***Proposals shall remain valid for [insert number] days after the Proposal submission date.*** ***[normally between 60 and 150 days depending on the complexity of the assignment]***	
ITC 41.2	The points to be given under each of the evaluation criteria are:	
	<u>Criteria, sub-criteria</u> *[Normally, sub-criteria are not provided, however, the Client may decide depending on the type of assignment]*	<u>Points</u>
	(i) **Specific experience of the Consultant relevant to the assignment.**	[*usually 5 - 10*]
	(ii)**Adequacy of the proposed work plan and methodology in responding to the Terms of Reference.**	
	(a) Methodology	*[Insert points]*
	(b) Work plan	*[Insert points]*
	(c) Organization and Staffing	*[Insert points]*
	Total points for criterion (ii):	*[usually 20 - 40]*
	(iii) **Professional staff qualifications and competence for the assignment**	
	(a) [Team Leader]	*[Insert points]*
	(b) [*Insert position or discipline as appropriate*]	*[Insert points]*
	(c) [*Insert position or discipline as appropriate*]	*[Insert points]*
	(d) [*Insert position or discipline as appropriate*]	*[Insert points]*
	(e) [*Insert position or discipline as appropriate*]	*[Insert points]*
	Total points for criterion (iii):	*[usually 40 - 60]*
	[points to be assigned to each of the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights:	
	General Qualifications [*insert weight between 15% and 25%]*	
	Adequacy for the assignment *[Insert weight between 50% and 60%]*	

	Time with the firm	*[insert weight between 10% and 15%]*	
	Experience in region and language	*[Insert weight between 10% and 15%]*	
	Total Weight:	100%	
	(iv) **Suitability of the transfer of knowledge, where applicable (training programme)**		
	Relevance of Training Program	[*insert weight between 20% and 30%]*	
	Training Approach and Methodology	[*insert weight between 30% and 50%]*	
	Qualifications of Experts and Trainers	[*insert weight between 20% and 35%]*	
	Total Weight	100%	
	Total points for criterion (iv):		[*usually 0 – 20*]
	TOTAL POINTS		**100**
ITC 41.4	The minimum Technical points (**Tp**) required to pass is **70**.		
ITC 45.1	The weights given to the Technical and Financial Proposals are: T = [*insert weight*], and *[normally between 0.8 and 0.9],* F = [*insert weight*], *[normally between 0.1 and 0.2]* *[advised to refer to Rule 139(24) (b) and (e) of the PPR, 2025 prior to fixing the weights depending on the nature of the assignment]*		
ITC 46.2	The address for Contract negotiations is *[insert address].*		
ITC 54.1	The amount of Performance Security shall be ….% (…percent) of the Contract Price **Or,** state 'Not Applicable', if not required. [*The Client is requested to refer to Section 62(2) of PPA 2006 and Rule 36(9) & 147(2) of PPR 2025 while imposing the submission of Performance Security (PS) by the successful Consultant. The Client shall carefully assess the need for the applicability of Performance Security. A Performance Security may be appropriate where the deliverables from the Consultant are critical in terms of time and/or the deliverables are the required inputs for any downstream assignment. The amount of PS, if applicable, shall be between 3-5% of the Contract price.]*		
ITC 60.1	The assignment is expected to commence on *[insert date]* at *[insert location].*		

Section 3. General Conditions of Contract

A. General

1. Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

(a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.

(b) **Client/Procuring Entity** is the party named in the **PCC** who engages the Consultant to perform the Services.

(c) **Completion** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.

(d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Client, in accordance with GCC Clause 55.1.

(e) **Consultant** is a person who has been short-listed to submit a Proposal for providing intellectual and professional services duly accepted by the Client; named as such in the **PCC** and the Contract Agreement.

(f) **Contract Agreement** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.

(g) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.

(h) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 47.1.

(i) **Day** means calendar day unless otherwise specified as working days.

(j) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 18.1.

(k) **GCC** mean the General Conditions of Contract.

(l) **Government** means the Government of the People's Republic of Bangladesh.

(m) **Head of the Procuring Entity** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;

(n) **Intended Completion Date** is the date on which it is intended that the Consultant shall complete the Services as specified in the GCC Sub Clause 20.1.

(o) **Member** means in case where the Consultant consists of a joint venture, consortium or association any of the entities that make up the joint venture; and **"Members"** means all these entities.

(p) **Month** means calendar month.

(q) **Party** means the Client or the Consultant, as the case may be, and **"Parties"** means both of them. Third party means any party other than Client and Consultant.

(r) **Personnel** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and "Key Staff/Personnel" means the Personnel referred to in GCC Sub Clause 23.1.

(s) **Reimbursable expenses** mean all assignment-related costs other than Consultant's remuneration.

(t) **Remuneration** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.

(u) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented.

(v) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendices 1 to 6** of the Contract Agreement.

(w) **Sub-Consultant** means any person or entity to whom/which part of the Services is sub-consulted.

(x) **Third Party** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

(y) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Phased Completion

2.1 If phased completion is specified in the **PCC**, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

3. Communications and Notices

3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the **PCC**.

3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. Governing 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 Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or ***Bangla***. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.

5.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Documents Forming the Contract in Order of Precedence

6.1 The following documents forming the Contract shall be interpreted in the following order of priority:

(a) the Contract Agreement;

(b) the Particular Conditions of Contract (PCC);

(c) the General Conditions of Contract (GCC);

(d) the Appendix 1 to 8; and

(e) any other document as specified in the **PCC** forming part of the Contract.

7. Assignment

7.1. Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.

8. Eligible Services

8.1 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those as specified in the **PCC**.

9. Contractual Ethics

9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.

10. Joint Venture (JV)

10.1 If the Consultant is a Joint Venture (JV);

(a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Clienty for performance of the Contract;

(b) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received; provided that if the other partners of the JV subsequently become available before the legal action has been

completed, the Client shall have the right to take action against those other partners of that JV as well.

(c) the composition or constitution and legal status of the JV shall not be altered without the prior approval of the Client;

(d) alteration of partners, **except the Lead partner**, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall performance of the Service, whereby the incoming partner shall require to posses qualifications higher than that of the outgoing partner;

(e) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices and, while in case, the **Lead partner** is found incompetent or has been debarred due to the same reasons stated herein, the Contract shall be terminated pursuant to GCC Sub Clause 60.2.

11. Authority of Member in Charge

11.1 In case the Consultant is a Joint Venture, the JV partners shall nominate the **Lead Partner** as **REPRESENTATIVE,** as specified in the **PCC**, being entrusted with the Contract administration and management at assignment location, as stated under GCC Sub Clause 14, who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV.

12. Authorized Representatives

12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials as specified in the **PCC**.

13. Relation between the Parties

13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

14. Location

14.1 The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.

15. Taxes

15.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, unless otherwise exempted by the Government.

16. Corrupt, Fraudulent, Collusive, Coercive or

16.1 The Government requires that the Client, as well as the Consultant shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.

Obstructive Practices

16.2 The Government requires that Client, as well as the Consultant shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

(a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;

(b) abiding by the code of ethics as mentioned in the Rule 149 of the Public Procurement Rules, 2025;

(c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2(b).

16.3 For the purposes of GCC Sub Clauses 16,1 and 16.2, the terms set forth below as follows:

(a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in these Rules;

(b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

(c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Proposals submitted or fix Proposal prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;

(d) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Proposals.

(e) **"Obstructive practice"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent,

collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023.*

16.4 Should any corrupt, fraudulent or obstructive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.

16.5 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind determined by the Client against the Consultant alleged to have carried out such practices, the Client will:

(a) exclude the Consultant from performance of the Contract revoking the award of contract; and

(b) declare, at its discretion, the Consultant to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.

16.6 The Consultant shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 149 of the Public Procurement Rules, 2025.

B. Commencement, Completion and Modification

17. Effectiveness of Contract

17.1 The Contract shall come into force and effect on the date, called the "Effective Date", of the Client's notice to the Consultant instructing the Consultant to commence carrying out the Services. This notice (Annexed at the back) shall confirm that the effectiveness conditions, if any, as specified in the **PCC** have been met.

18. Effective Date

18.1 The date the Contract comes into effect shall be as specified in the **PCC**.

18.2 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than fourteen (**14**) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

19. Commencement of Services

19.1 The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the **PCC**.

20. Expiration of the Contract

20.1 Unless terminated earlier pursuant to GCC Clauses 61 to 64, this Contract shall expire at the end of such period after the Effective Date as specified in the **PCC**.

21. Modifications or Variations

21.1 The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.

21.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.

21.3The Consultant shall notify the Client the possible case of Variation or Modification with an estimate for the proposed change in the Services within seven (**7**) days of being aware of such case or event. The estimate shall comprise the following:

(a) an estimate of the impacts, if any , of the Variation Orders on the staffing Schedule;

(b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;

(c) a detail costing covering the total amount of the Variation Orders; and

(d) a proposed revision of the schedule of payments as approved, if required.

21.4 Variation Orders, as stated under GCC Sub Clause 21.2, costing within ten (**10**) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond ten (**10**) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof.

21.5 In no case, Variation Orders shall go beyond thirty (30) percent of the Original Contract Price.

21.6 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Clause 21, the breakdown of the lump-sum price provided in **Forms 5B3** and **5B4** shall be the basis.

C. Consultant's Personnel and Sub-Consultants

22. General

22.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services under the Contract.

23.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the

23. Description of Personnel

Consultant's Key Personnel are described in **Appendix 3**, to the Contract.

23.2 The periods of engagement of Key Personnel set forth in **Appendix 3** may be increased by agreement in writing between the Client and the Consultant, if additional work is required beyond the Scope of the Services specified in **Appendix 1** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 44.2 of this Contract, this will follow procedures as stated under GCC Clause 21, including prior review where necessary.

24. Approval of Personnel

24.1 The Client approves the Key Personnel and Sub Consultants listed by title as well as by name in **Appendix 3** to the Contract. In respect of other Personnel that the Consultant proposes to use in carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

25. Removal and/or Replacement of Personnel

25.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Client, including prior review where necessary.

25.2 If the Client

(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or

(b) has reasonable cause to be dissatisfied with the performance of any of the Personnel;

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement, a person with qualifications and experience, as stated under GCC Sub Clause 25.1, acceptable to the Client.

25.3 Any of the Personnel provided as a replacement under GCC Sub Clause 25.1 and 25.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree;

(a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

25.4 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the allocated duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services by itself.

D. Obligations of the Consultant

26. Standard of Performance

26.1 The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.

27. Conflict of Interests

27.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

28. Consultant Not to Benefit from Commissions Discounts etc.

28.1 The remuneration of the Consultant as stated under GCC Clause 44, 45 and 46 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 29.1 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

28.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

29. Consultant and Affiliates not to Engage in Certain Activities

29.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services .

30. Prohibition of Conflicting Activities

30.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.

31. Confidentiality

31.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

[For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]

32. Liability of the Consultant

32.1 The Consultant, in lieu of or in addition to furnishing any Performance Security (as the case may be), shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 32.2 thru 32.6 inclusive for due performance of the Contract.

32.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:

(a) infringement or alleged infringement by the Consultant of any patent or other protected right; or

(b) plagiarism or alleged plagiarism by the Consultant.

32.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

32.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 26 provided:

(a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the **PCC**;

(b) that the ceiling on the Consultant's liability under GCC Clause 26 shall be limited to the amount as specified in the **PCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and

(c) that the Consultant's liability under GCC Clause 26 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or

damages arising out of occurrences incidental or indirectly consequential to such failure.

32.5 In addition to any liability the Consultant may have under GCC Clause 26, the Consultant, at their own cost and expense, upon request of Client; shall re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 26.

32.6 Notwithstanding the provisions of GCC Sub Clause 32.4(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

(a) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or

(b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

33. Insurance

33.1 Any services under this contract shall be fully insured by the Consultant against any loss or damage.

34. Accounting, Inspection and Auditing

34.1 The Consultant shall

(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;

and

(b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (**5**) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

34.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

35. Consultant's Actions Requiring Client's Prior Approval

35.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;

(b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and

(c) any other action that may be specified in the **PCC**.

35.2 Notwithstanding any approval under GCC Sub Clause 35.1(b), the Consultant shall remain fully liable for the performance of Services

by the Sub-Consultant and its Personnel and retain full responsibility for the Services.

36. Reporting Obligations

36.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in digital format in addition to the hard copies specified in the said **Appendix**.

37. Proprietary Rights on Documents Prepared by the Consultant

37.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.

37.2 The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.

37.3 Other restrictions, if any, about the future use of these documents and software, if any, shall be as specified in the **PCC**.

38. Proprietary Rights on Equipment and Materials Furnished by the Client.

38.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

38.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

38.3 During the possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

E. Obligations of the Client

39. Assistance and Exemptions

39.1 The Client shall use its best efforts to ensure that the Government shall:

(a) provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;

(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the Services; and

(d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the **PCC**.

40. Access to Land

40.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultant or the Personnel of either of them.

41. Change in the Applicable Law Related to Taxes

41.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 44.2.

42. Services and Facilities

42.1 The Client shall make available to the Consultant, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix 4** to the Contract at the times and in the manner specified.

42.2 In case that such services and facilities shall not be made available to the Consultant as specified in **Appendix 4**, the Parties shall agree on:

(a) any time extension that may be appropriate to grant to the Consultant for the performance of the Services;

(b) the manner in which the Consultant shall procure any such services and facilities from other sources, and

(c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 48.1.

F. Payments to the Consultants

43. Payment

43.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as stated under GCC Clauses 44 to 53.

44. Cost Estimate of Services: Ceiling Amount

44.1 An estimate of the cost of the Services is set forth in **Appendix 5** to the contract.

44.2 Except as may be otherwise agreed under GCC Clause 21 and subject to GCC Sub Clause 48.1, payments under this Contract shall not exceed the ceiling as specified in the GCC Sub Clause 47.1.

44.3 Notwithstanding GCC Sub Clause 44.2, if pursuant to any of the GCC Clauses 41 or 42, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 44.1 above, the ceiling set forth in GCC Sub Clause 44.2 above shall be increased by the amount of any such additional payments.

45. Payments: General

45.1 Payments due to the Consultant in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Consultant specified in the **PCC**, nominated by the Consultant in the currency specified in the Contract.

45.2 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Lump-Sum Payment

46.1 The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in **Appendix 1.**

47. Contract Price

47.1 The Contract Price is set forth in the **PCC**.

48. Payment for Additional Services

48.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 21.

49. Modes of Billing and Payment

49.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 50, 51 and 53.

50. Advance Payment

50.1 If so specified in the **PCC**, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the **PCC**. The Advance Payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:

(a) remain effective until the Advance Payment has been fully amortized as specified in the **PCC**; and

(b) be in the format, without any alteration, as shown in **Appendix 6**.

50.2 Advance Payments shall be amortized by the Client in the manner as specified in the **PCC** until fully offset.

51. Interim Payments

51.1 Payment will be made according to the payment schedule as specified in the **PCC** subject to the provision of Advance Payment stated in GCC Clause 50. Any other payment shall also be made after the conditions as specified in the **PCC** for such payment have been met, and the Consultant has submitted an invoice not later than fifteen (**15**) days after that condition met, to the Client specifying the amount due.

51.2 The Client shall pay the Consultant within thirty (**30**) days after the receipt by the Client, of the invoices.

51.3 If the Client has delayed payment beyond thirty (**30**) days after the due date, interest at the annual rate as specified in the **PCC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.

52. Amendment to Contract

52.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract Price and any other changes duly approved under the Conditions of the Contract.

52.2 The Client shall amend the Contract, incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and, introduced to the original terms and conditions of the Contract, including prior review where necessary.

53. Adjustments for Changes in Legislation

53.1 In the event that the rate of any direct or indirect tax (including, but not limited to, income tax, VAT, customs duties, etc.) is altered by virtue of any law, regulation, order, or other legal instrument, the Contract Price shall, subject to the approval of the Head of the Procuring Entity, be adjusted (either upward or downward) so as to ensure that the net amount payable to the Consultant remains unaffected by such legal changes.

54. Final Payment

54.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (**60**) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (**60**) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

55. Suspension of Payments

55.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a) shall specify the nature of the failure, and

(b) shall request the Consultant to remedy such failure within a period not exceeding thirty (**30**) days after receipt by the Consultant of such notice of suspension.

G. Time Control

56. Performance Security

56.1 The Client shall notify the Consultant of any claim made against the bank issuing the Performance Security.

56.2 The Client may claim against the Performance Security if any of the following events occurs for fourteen (14) days or more.

(a) The Consultant is in breach of the terms and conditions of Contract and the Client has duly notified him or her; and

(b) The Consultant has not paid an amount due to the Client and the Client has duly notified him or her.

56.3 In the event as stated under GCC Sub Clause 56.2, the Client shall assess the estimated compensation payable by the Consultant and the Client shall call for the amount of such compensation from the PS. If it is found that the compensation is to the full value or more of the PS, the Consultant is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more.

56.4 If there is no reason to call the Security, the Security shall be discharged by the Client to the Consultant not later than twenty-eight (28) days following the date of Completion of the Consultant's performance obligations under the Contract.

57. Completion of Services

57.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant and, as updated with the approval of the Client, and complete them in all respects by the Intended Completion Date, as specified in the GCC Sub Clause 20.1.

58. Early Warning

58.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

59. Extension of the Intended Completion Date

59.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant, including prior review where necessary, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.

60. Progress Meetings

60.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with

matters raised in accordance with the early warning procedure.

60.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

H. Good Faith and Fairness

61. Good Faith and Fairness

61.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

61.2 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 72.2.

I. Termination and Settlement of Disputes

62. Termination for Default

62.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than twenty-one (**21**) days' written notice of termination to the other party.

62.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:

(a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 55, within twenty-eight (**28**) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

(c) If the Consultant, in the judgment of the Client, has been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract;

(d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 72.2;

(e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 72.2 within forty-five (**45**) days after receiving written notice from the Consultant that such payment is overdue; or

(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (**45**) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

63. Termination for Insolvency

63.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:

(a) the Client becomes bankrupt or otherwise insolvent;

(b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

64. Termination for Convenience

64.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

65. Termination because of Force Majeure

65.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party 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 sixty (**60**) days.

66. Force Majeure

66.1 For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

66.2 Force Majeure shall not include any:

(a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or

(b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

66.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

66.4 The Head of the Procuring Entity decides the existence of a Force Majeure that will be the basis for measures to be taken by either Party, as stated under GCC Sub Clause 66.1.

67. No Breach of Contract

67.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

68. Measures to be Taken on Force Majeure

68.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

68.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (**14**) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

68.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

68.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

69. Cessation of Rights and Obligations

69.1 Upon termination of the Contract pursuant to GCC Clause 61 to 64, or upon expiration of this Contract pursuant to GCC Clause 20, all rights and obligations of the Parties hereunder shall cease, except

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in GCC Clause 31;

(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 34; and

(d) any right which a Party may have under the Applicable Law.

70. Cessation of Services

70.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 61 to 64, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 37 and or 38.

71. Payment upon Termination

71.1 Upon termination of this Contract pursuant to GCC Clause to 61 to 64, the Client shall make the following payments to the Consultant:

(a) payment pursuant to GCC Clause 44 to 53 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to GCC Sub Clause 61.2 (a), (b), & (c) and GCC Sub Clause 62.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

72. Disputes about Events of Termination

72.1 If either Party disputes whether an event specified in GCC Clause 61, 62 or 63 has occurred, such Party may, within forty-five (**45**) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Sub Clause 72.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

72.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 72.

73. Settlement of Disputes

73.1 Amicable Settlement

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

73.2 Arbitration

(a) If the Parties are unable to reach a settlement within twenty-eight (**28**) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.

(b) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force at the location specified in the **PCC**.

(c) Notwithstanding any reference to arbitration herein

(i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and

(ii) the Client shall pay the Consultant any monies due the Consultant

73.3 The expiration of the Intended Completion Date under GCC Sub Clause 57.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Sub Clause 72.1 and 72.2 shall not be deemed a termination of the Contract.

Section 4. Particular Conditions of Contract

GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract** **RFP IDENTIFICATION NO: _____**
1.1 (b) **1.1 (e)**	The Client is [*insert name, address and name of authorized representative*] The Consultant is [*insert name, address and name of authorized representative*]
GCC 2.1	The assignment is to be completed in the following phases: *[state "None", if phasing not applicable]*
GCC 3.1	The **Client's** addresses for the purpose of Communications and Notices under this Contract is : **Contact Person :** : Address : Tel : Fax : e-mail address:
	The **Consultant's** addresses for the purpose of Communications and Notices under this Contract is : **Contact Person :** Address : Tel : Fax : e-mail address: *[If the Consultant is a Joint Venture the Contact Person shall be designated from the Lead Partner]*
GCC 6.1(e)	The following additional documents shall form the part of the Contract: *[state the additional documents; if there are no other documents state 'none']*
GCC 8.1	Non-eligible countries are *[insert country(s)]*
GCC 11.1	The Member-in-Charge (Lead Partner) is: *[insert name with designation]* *[If the Consultant is a Joint Venture, the name of the Person whose address is specified in GCC Clause 3.1 should be inserted here. If the Consultant is not a Joint Venture, this Clause shall not be applicable]*
GCC 12.1	The Authorized Representatives are: **For the Client** : *[insert name with designation]* **For the Consultant**: [*insert name with designation as in GCC Sub Clause 3.1]*
GCC 17.1	The conditions for effectiveness of the Contract are the following:

	[insert here any conditions for effectiveness of the Contract, e.g., receipt by Consultant of Advance Payment and by Client of Advance Payment Guarantee; refer GCC Clause 50. If there are no effectiveness conditions, then state 'none'. If the Contract shall come into effect on the date it is signed this Clause shall not be applicable]
GCC 18.1	The time for commencement of the Services shall be *[insert number]* days after the Effective Date of the Contract. [no later than 21 (twenty-one) days from the Effective Date]
GCC 19.1	The Contract period shall be *[insert number] days* after the Effective Date of the Contract.
GCC 20.1	The Contract shall expire at the end of *[insert number]* days after the Effective Date of the Contract.
GCC 32.4(a)	The Consultant is notified of such actions, claims, losses or damages not later than [*insert number*] months after conclusion of the Services. *[suggested between three (3) and six (6) months; may be more if deemed appropriate]*
GCC 32.4(b)	The ceiling on Consultant's liability shall be limited to *[insert amount]* *[Consultant's liability should be limited to not less than the estimated total payments to the Consultant under the Contract for staff remuneration and reimbursable expenses or, the proceeds the Consultants may be entitled to receive from any insurance they maintain to cover such liability whichever of these is higher]*
GCC 35.1(c)	The other actions that shall require Client's approval are: *[insert actions. If there are no other actions, then state 'none']* *[If the Services consist of or include the implementation supervision of civil works, the following action recommended to be inserted:* "taking any action under a civil works contract designating the Consultant as "**Engineer**", for which action, pursuant to such civil works contract, the written approval of the Client as "**Employer**" is required"]
GCC 37.3	The other restrictions about future use of documents and software are; "The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client". "The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant." "Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party." *[If there is to be no restriction on the future use of these documents by either Party, then state 'none'. If the Parties wish to restrict such use, any of the above options, or any other option agreed by the Parties, could be used]*
GCC 39.1(d)	Assistance for carrying out the Services to be provided by the Client are; *[List here any other assistance to be provided by the Client. If there is no such assistance, then state 'none'].*
GCC 45.1	The particulars of the Bank Account nominated are as follows: Title of the Account : *[insert title to whom the Contract awarded]*

	Name of the Bank : *[insert name with code, if any]* Name of the Branch : *[insert branch name with code ,if any]* Account Number : *[insert number]* Address : *[insert location with district]* Tel : Fax : e-mail address : *[information furnished by the Consultant shall be substantiated by the concerned Bank and authenticated by the Client]*
GCC 47.1	The Contract Price is *[insert amount]*
GCC 50.1	**Advance Payment:** [*insert percentage]* percent of the Contract Price shall be paid within *[insert number]* days after the Effective Date against the submission of a Bank Guarantee in prescribed format for the same. [*usually the percent of Advance Payment is 10 percent]* **Bank Guarantee** shall remain effective until [*insert date*]. ***[****the date should be such that the Advance Payment shall be fully amortized.]* *[An advance payment, if admissible, shall be made, considering the nature of the Service. The recommended maximum advance payment is ten (10) percent of the original Contract Price against an irrevocable unconditional Bank Guarantee in* ***Appendix 6****]*
GCC 50.2	**Advance Payment** will be amortized by the Client in the following manner: *[describe how the amount of* ***Advance Payment*** *will be amortized]*
GCC 51.1	Payments shall be made in line with agreed-on outputs according to the following schedule: *[This is a sample payment mode and should be specifically drafted by the Client for each Contract depending on the type of deliverables]* • **Inception Report:** Ten (10) percent of the lump-sum Contract Price shall be paid upon submission of the Inception Report duly accepted by the Client. • **Interim Report:** Twenty-five (25) percent of the lump-sum Contract Price shall be paid upon submission of the Interim Report duly accepted by the Client. • **Draft Final Report:** Thirty-five (35) percent of the lump-sum Contract Price shall be paid upon submission of the Draft Final Report duly accepted by the Client. • **Final Report:** Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client. • **Users Manual and Training (where applicable):** Ten (10) percent of the lump-sum Contract Price shall be paid upon completion of the Manual and Training.

	The **Bank Guarantee** shall be released when the total payments reach sixty (**60**) percent of the lump-sum Contract Price.
GCC 51.3	The Consultant shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate; [*insert interest rate*] *[usually at the prevailing annual rate of interest for commercial borrowing established in the country]* *{Delete if not applicable}*
GCC 73.2(b)	The place of Arbitration is:

Section 5. Proposal & Contract Forms

5A. Technical Proposal - Standard Forms

[Comments in brackets provide guidance to the short-listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

[Forms 5A1 to 5A8 are to be used for the preparation of the Technical Proposal according to the instructions as stated under ITC Sub Clause 23.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]

5A1 Technical Proposal Submission Form

5A2 Consultant's Organization and Experience
- a. Consultant's Organization
- b. Consultant's Experience

5A3 Comments or Suggestions on the Terms of Reference and, on Services and Facilities to be provided by the Client

- a. On the Terms of Reference
- b. On the Client's Services and Facilities

5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment

5A5 Work Schedule

5A6 Team Composition and Task Assignments

5A7 Staffing Schedule

5A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 5A1 Technical Proposal Submission Form

Dear Sirs:

We, the undersigned, offer to provide the consulting services in accordance with your e-Request for Proposal (e-RFP) and our e-Proposal. We are hereby submitting our Proposal, which includes the Technical e-Proposal, and the Financial e-Proposal through e-GP system. In signing this letter in the form of e-Signature/Digital Signature, and in submission of our e-Proposal, we also confirm that:

We are submitting our Proposal in association with: [*insert a list with full name and address of each associated Consultant, also specify, whether they are in Joint Venture or as Sub-Consultants].*

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC Sub Clause 30.1 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence the consulting services related to the assignment not later than the date indicated in ITC Sub Clause 56.1of the Proposal Data Sheet.

We also confirm that the Government of Bangladesh has not declared us, or any Sub -Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document as stated under ITC Clause 4.

We understand you are not bound to accept any Proposal you receive.

Form 5A2 Consultant's Organization and Experience

Consultant's Organisation

[p*rovide here a brief description (maximum two pages) of the background and organization of the Consultant*]

Consultant's Experience

Major Works Undertaken that best Illustrates Qualifications

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment]

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Assignment Location
within country:</td><td>Duration of assignment (months):</td></tr>
<tr><td colspan="2">Name of Client:</td><td rowspan="2">Professional Staff provided by your Organization:
No of Staff:

No of Staff-Months</td></tr>
<tr><td>Start Date
(Month/Year)</td><td>Completion Date
(Month/Year)</td></tr>
<tr><td colspan="2">Name of Joint Venture Consultants, if any:</td><td>No of Staff-Months of Professional Staff provided by Joint Venture Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Detailed Narrative Description of Project:</td></tr>
<tr><td colspan="3">Detailed Description of Actual Services Provided by your Staff:</td></tr>
</table>

Firm's Name:	
Authorized Signature:	

Form 5A3 Comments and Suggestions on the Terms of Reference and, on Services and Facilities to be provided by the Client

On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal*]

On Services and Facilities

[*Comment here on services and facilities to be provided by the Client as stated under ITC Sub Clause 28.1. Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

[*Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that you present your Technical Proposal divided into the following three chapters:*

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.]*

a) **Technical Approach and Methodology**. Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This Chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this Chapter of the Technical Proposal.

b) **Work Plan**. Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule of **Form 5A5**.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this Chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of **Form 5A6**, and the Staffing schedule of **Form 5A7**. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.

Form 5A5 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

[1]Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

[2]Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 5A6 Team Composition and Task Assignments

Name of Staff	Firm/Organisation	Area of Expertise	Position Assigned	Task Assigned

Form 5A7 Staffing Schedule

N°	Name of Staff	Staff-month input by month[1]													Total staff-month input[2]		
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field	Total
1																	
2																	
3																	
n																	
											Total						

[1]For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
[2]Months are counted from the commencement of the services. For each staff indicate separately staff-month input for home and field work.

Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

Name of the Consultant	
RFP IDENTIFICATION NO:	
Name of the Client	

1	PROPOSED POSITION FOR THIS PROJECT	*[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position]*
2	NAME OF STAFF	*[state full name]*
3	DATE OF BIRTH	
4	NATIONALITY	
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	*[state rank and name of society and year of attaining that rank]*
6	EDUCATION:	*[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant]*
7	OTHER TRAINING	*[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant]*
8	LANGUAGES & DEGREE OF PROFICIENCY	Language / Speaking / Reading / Writing *e.g. English / Fluent / Excellent / Excellent*
9	COUNTRIES OF WORK EXPERIENCE	
10	EMPLOYMENT RECORD *[starting with position list in reverse order **every employment held and state the start and end dates of each employment]***	*[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm]* *[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved]*
	EMPLOYER 1	FROM: *[e.g. January 1999]* TO: *[e.g. December 2001*

	EMPLOYER 2	FROM:	TO:
	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4	FROM:	TO:
	(etc)		
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	*[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held]*	
12	COMPUTER SKILLS	*[give details of knowledge and skills]*	

CERTIFICATION *[do not amend this certification]*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before submission of this Proposal, (ii) I have not offered my CV to be proposed by a Firm other than this Consultant for this assignment and, (iii) to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I also understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [*name of the Consultant*] continuously for the last twelve (12) months as regular full time staff. Indicate "Yes" or "No" in the boxes below:

YES ☐ **NO** ☐

Signature	
Date of Signing	Day / Month / Year

5B. Financial Proposal - Standard Forms

[*Comments in brackets provide guidance to the short-listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

*[Forms **5B1** to **5B4** are to be used for the preparation of the Financial Proposal according to the instructions as stated under ITC Sub Clause 25.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]*

5B1 Financial Proposal Submission Form

5B2 Breakdown of Staff Remuneration

5B3 Breakdown of Reimbursable expenses

5B4 Summary of Costs

Form 5B1 Financial e-Proposal Submission Form

Dear Sirs:

We, the undersigned, offer to provide the consulting services in accordance with your e-Request for Proposal (e-RFP) and our Technical e-Proposal. Our Financial Proposal amount is exclusive of local taxes, which shall be discussed during negotiations and shall be added to the above amount for determining the Contract Price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC Sub Clause 30.1 of the Proposal Data Sheet.

In accordance with GCC Sub Clause 34, we acknowledge and accept the Client's right to inspect and audit all records relating to our proposal irrespective of whether we enter into a Contract with the Client as result of this Proposal.

We also declare that the Government of Bangladesh has not declared us or any Sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document as stated under ITC Clause 4.

We understand you are not bound to accept any Proposal you receive.

Form 5B2 Breakdown of Staff Remuneration

Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

Name[1]	**Position**[2]	**Staff-month Rate**[3]	**Input** [3] **(Staff-months)**	**[Indicate Sub Cost for each staff]** [4]
Staff				
		Head Office		
		Field		
Total =				

[1]Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g. draftsmen, clerical staff).
[2]Positions must coincide with the ones indicated in Form 5A7.
[3]Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
[4]For each staff indicate the remuneration. *Remuneration = Staff-month Rate x Input.*

Form 5B3 Breakdown of Reimbursable Expenses

Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

N°	Description[1]	Unit	Unit Cost[2]	Quantity	Indicate sub cost for each item[3]		
	Per diem allowances	Day					
	Travel expenses	Trip					
	Communication costs between [insert place] and [insert place]						
	Drafting, reproduction of reports						
	Equipment, instruments, etc.						
	Materials, supplies, etc.						
	Use of computers software						
	Laboratory tests						
	Subcontracts						
	Other transportation costs						
	Office rent, clerical assistance						
	[4]Others (specify)						
	Total Costs						

[1]Delete items that are not applicable or, add other items according to **ITC Sub Clause 25.1** of the Proposal Data Sheet
[2]Indicate unit cost
[3]Indicate the cost of each reimbursable item. *Cost = Unit Cost x Quantity*
[4] No provision on account of physical contingency shall be kept wherein the scope of work has been precisely defined

Form 5B4 Summary of Costs

Cost Component	**Costs**
Staff Remuneration[1]	
Reimbursable Expenses[1]	
Total	

[1]Staff Remuneration and Reimbursable Expenses must coincide with relevant Total Costs, net of local taxes to be paid by the Client, indicated in **Forms 5B2 and 5B3**.

5C. Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the *[insert day]* day of the month of *[insert month]*, *[insert year]*, between, on the one hand, *[insert name of client]* (hereinafter called the "Client") and, on the other hand, *[insert name of Consultant]* (hereinafter called the "Consultant").

[*If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "… (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the "Consultant").]*

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

(c) the Client has received a credit/ loan/ grant from *[insert name of Development Partner]* towards the cost of the services under this Contract, it being understood (i) that payments by the Development Partner will be made only at the request of the Client and upon approval by the Development Partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client.
[delete this Clause if not applicable].

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
   (a) The Form of Contract;
   (b) The Particular Conditions of Contract (PCC);
   (c) The General Conditions of Contract (GCC),
   (d) The Appendices (1 to 7).

   [*If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the* ***Appendix****]*

   Appendix 1: Description of the Services
   Appendix 2: Reporting Requirements
   Appendix 3: Key Personnel and Sub Consultants
   Appendix 4: Services and Facilities to be provided by the Client
   Appendix 5: Cost Estimates
   Appendix 6: Form of Bank Guarantee for Advance Payment
   Appendix 7: Form of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS We, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

_____

[Authorized Representative]

For and on behalf of *[name of Consultant]*

_____

[Authorized Representative]

[*If the Consultant constitutes of more than one entity, all these entities should appear as signatories, in the following manner*:]

For and on behalf of each of the Members of the Consultant

[name of member]

_____

[Authorized Representative]

[name of member]

_____

[Authorized Representative]

5D. Appendices

Appendix 1 Description of the Services

Include the final Terms of Reference worked out by the Client and the Consultant during Technical Proposal negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix 2 Reporting Requirements

List here format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix 3 Key Personnel and Sub Consultants

List hereunder*:*

3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.

3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in 3A.

Appendix 4 Services and Facilities to be provided by the Client

List here the Services and Facilities to be made available to the Consultant by the Client.

Appendix 5 Cost Estimates

List hereunder cost estimates:

A. Monthly rates for Personnel (Key Personnel and other Personnel)

B. Reimbursable expenses:

1. Per diem allowances
2. Travel expenses
3. Communications
4. Printing of documents specified in Appendices.
5. Acquisition of specified equipment and materials to be paid for by the Client (including transportation)
6. Cost of programming and use of, and communication between, the computers.
7. Laboratory tests, model tests, and other technical services
8. Subcontracts
9. Other transportation costs
10. Office rent, clerical assistance
11. Other items not covered in the foregoing

Appendix 6 Bank Guarantee for Advance Payments

[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Bangladesh in accordance with GCC Clause 50.1]

Contract No: Date:

To:

[Name and address of Client]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract") for the delivery of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to GCC Sub Clause 50.1, Advance Payment(s) on Contracts must be supported by a Bank Guarantee.

At the request of the Consultant, we *[name of Bank]* hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature Signature

Appendix 7 Bank Guarantee for Performance Security

[this is the format for the format for the Performance Security to be issued by a schedule Bank of Bangladesh, when applicable, in accordance with ITT Clauses 54 and 55 pursuant to Section 62(2) of PPA 2006 and Rule 36(9) and 147(2) of the Public Procurement Rules, 2008.]

Reference No: Date:

To:

[Name and address of Client]

Performance Security No:

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has undertaken, pursuant to Contract for *[insert name of the Contract]* (hereinafter called "the Contract") for the provision of service for *[description of consulting service in brief]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance security.

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words and the currency (BDT)]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the Bank]

Signature Seal

Section 6. Terms of Reference (TOR)

The Terms of Reference (TOR) is the key document in the RFP. It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables. Adequate and clear TOR is essential for the understanding of the assignment and its correct execution by the Consultant. It also helps reducing the risk of ambiguities during the preparation of Proposals by the Consultant, contract negotiation, and delivery of the Services.

Terms of Reference normally contain the following sections:

- Background of the project;
- Objectives of the assignment;
- Scope of Services;
- Transfer of Knowledge (training),when appropriate;
- List of reports, Schedule of deliveries, period of performance;
- Data, facilities and local services to be provided by the Client, and
- Institutional arrangements

Annexures: Formats

Format	Title
Format e-PS5-P	Joint-Venture (JV) Sample Agreement
Format e-PS5-Q	Letter of Acceptance (LOA)
Format e-PS5-R	Reporting Contract Award
Format e-PS5-S	Public Reporting on Contract Signing
Format e-PS5-T	Commencement of Services
Format e-PS5-U	Amendment of Contract
Format e-PS5-V	Accomplishment Certificate

Format- e-PS5-P: _JOINT VENTURE (JV) SAMPLE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("Agreement"), made and entered into as of this _____ day of _____, 20___,

by and between

(Lead partner of JV with address) hereinafter called as Lead Partner & First Party

and

(Other Individual Partner(s) with address) hereinafter called as other Partner & Second Party and

Title of the JV will be as (*Title of the JV*).

1. GENERAL PROVISIONS

1.01 Business Purpose.

The parties hereto agreed to form a Joint Venture (hereinafter called the "JV") by pooling their resources, expertise, technical know-how, equipment and materials to submit the following Proposal jointly and execution of the work in the event of being awarded the contract (hereinafter called the "Work").

1.02 Particulars of the Proposal

Proposal ID:
Proposal Package No.:
Name of the Procuring Entity:
Description of the Proposal:

1.03 Terms of the Agreement.

This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

1.04 Business Share (Note 1)

Lead Partner: ----------% (in word)
Partner(s): ----------%(in word)

Lead Partner (First Party) will be represented by Mr./Ms. (name, designation, firm/company name) and nominated representative or partner in charge of the JV.

Other Partner (Second Party) will be represented by Mr./Ms. (name, designation, firm/company name).

2. GENERAL DEFINITIONS

The following comprise the general definitions of terms used in this Agreement:

2.01 Partners.

A Partner of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s).

The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses.

Any income or loss of the Joint Venture for business and income tax purposes determined by the fiscal year, including, without limitation, each item of Joint Venture income, gain, loss or deduction.

3. OBLIGATIONS OF THE JOINT VENTURERS

3.01 Each partner of the Joint Venture shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms

3.02 However, **……..(Name of Lead Partner),** Lead Partner and the First Party shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Procurement process and, in the event the JV is awarded the Contract, shall be responsible for the execution and administration of the Contract and management at Site with the satisfaction of the employer including the receipt of payments for and on behalf of the JV

4. FINANCIAL ASPECTS

4.01 Each partner of the JV shall bear the cost and expenses for the Contract in the proportionate ratio of business share mentioned above or as otherwise agreed to by them.

4.02 A Joint Venture account in the title of the Joint Venture shall be opened in a locally registered scheduled bank acceptable to both the parties and also to the employer.

4.03 All activities of JV related to the operation of Bank Account, signing bills and cheques and to conduct all financial transactions will be done by (name & designation, firm/company name), the First party and Lead Partner as per mutual agreement on behalf of the JV.

4.04 Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated in the proportionate ratio of business share mentioned above.

5. SETTLEMENT OF DISPUTES

Any/all disputes arising of this Agreement shall be amicably and promptly settled upon consultation between the parties but, in case of failure, those disputes shall be settled in accordance with the prevailing law of Bangladesh.

6. INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct.

The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection wi

h the Joint Venture.

7. TERMINATION OF JOINT VENTURE

The Joint Venture shall be dissolved upon the happening of any of the following events:

a. In case of the Contract is not awarded to JV.
b. In case the Employer rejects the Proposal.
c. The Contract is completed to the satisfaction of the Employer and settlement of including but not limited to any/all duties, liabilities and responsibilities under or in connection with the contract is completely done.
d. In case Joint Venture fails to submit its Proposal until its deadline.
e. The adjudication of bankruptcy, filing of a petition pursuant to a chapter of the relevant bankruptcy legislation, withdrawal, removal or insolvency of either of the parties.
f. The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

8. CONFIDENTIALITY

None of the partner of the JV is allowed to disclose this agreement to any other third party for the interest of the JV if in contrary to the law of Bangladesh.

9. AMENDMENT

This agreement may at any time be amended by mutual agreement in writing between the parties hereto subject to the approval of the Employer.

10. MISCELLANEOUS PROVISIONS

10.01 Books and Records.

The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Validity.

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.03 Integrated Agreement.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.04 Headings.

The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.05 Notices.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.06 Applicable Law and Venue.

This Agreement shall be construed and enforced under the laws of Bangladesh.

10.07 Other Instruments.

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

1. Name, signature and seal of the Lead Partner

2. Names, signatures and seals of the other Partner(s)

Signed, sealed and delivered in the presence of:

Witnesses:

1.

2.

Format- e-PS5-Q: _Letter of Acceptance (LOA)

Reference No: Date:

To:
[Name of the successful Consultant]

This is to notify you that your Proposal dated [*insert date*] for the execution of the Consulting Services for [*name of Contract*] for the Contract Price of BDT [*state the currency(ies) and the amount in figures and in words*] as evaluated in accordance with the Instructions to Consultants, has been approved by the competent authority. You are, thus, requested to take following actions:

i. furnish a Performance Security in the specified format and in the amount of Tk [*state amount in figures and words*], within [mention number of (days as per Rule 123(7) of the PPR 2025) working days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITC Clause No 54. ***(if applicable for this contract)***

ii. sign the Contract within [*mention number of days* (as per Rule 123(11)] of the PPR 2025) of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITC Clause 57

This Contract will become effective on the date mentioned in the PCC.

You may proceed with the execution of the Services upon completion of the above tasks and the contract being effective.

We attach the draft Contract and all other documents for your perusal and signature.

Signed
Duly authorized to sign for and or behalf of
[name of Procuring Entity]
Date:

Format- e-PS5-R: Reporting Contract Award

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Proposal/Proposal Package No.
15	Proposal/Proposal Package Name
16	Date of Advertisement
17	No. of Proposals/Proposals Sold
18	No. of Proposals/Proposals Received
19	No. of Responsive Proposals/Proposals
20	Name of Responsive Proposalers/Consultants
21	Date of Notification of Award
INFORMATION ON AWARD	
22	Accepted Proposal/Proposal Price
23	Name of the Successful Proposaler/Consultant
24	Proposaler ID of the Successful Proposaler/Consultant (If any)
PROCURING ENTITY DETAILS	
25	Name of Authorized Officer
26	Designation of Authorized Officer

Format-e-PS5-S: _Public Reporting on Contract Signing

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method (National/International)
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Proposal/Proposal Package No.
15	Proposal/Proposal Package Name
16	Date of Advertisement
17	Date of Notification of Award
18	Date of Contract Signing
19	Expected Date of Contract Completion
INFORMATION ON CONTRACT AND BENEFICIAL OWNERSHIP	
20	Contract Price
21	Name of the Economic Operator (Supplier/Contractor/Service Provider/ Consultant)
22	Proposaler ID of the Economic Operator (If any)
23	Name of the Owner/Partners/CEO or MD/ Directors/Shareholders of the Economic Operator (As per NID)
24	NID Number of the Owner/Partners/ CEO or MD/ Directors/Shareholders of the Economic Operator
25	Business Address of the Economic Operator
26	Location of Delivery/Works/Service Delivery
PROCURING ENTITY DETAILS	
27	Name of Authorized Officer
28	Designation of Authorized Officer

Note: 1. For any contract above BDT 10.00 Lac, Information on Beneficial Ownership need to be provided.
2. For the purposes of this Form, a Beneficial Owner of a Proposaler or Consultant is any natural person who ultimately owns or controls the Proposaler or Consultant.
3. Directors means the members of the Board of Directors for any incorporated body.
4. Shareholders are those who have 10% of issued shares for any incorporated body.
5. State-Owned Enterprises (SOEs) will be excused from providing such information.

Format- e-PS5-T: Letter of Commencement of Services

LOGO

[Insert Full Contact Details of the Client]

Commencement of Services

Office Memo No: Date:

To:

[Name of the Consultant]
[Address]

Contract Reference:

Pursuant to GCC Sub Clause 17.1 of the above-mentioned Contract Agreement, this is to notify you that the following precedent conditions have been duly fulfilled:

(i) The Performance Security has been submitted and accepted by the Client *(delete if not appropriate)*;
(ii) the Contract Agreement has been signed; and
(iii) the advance payment has been made *(delete if not appropriate).*

You are therefore requested to:

1. Commence carrying out the Services, in accordance with GCC Sub Clause 19.1, within *(specify date)*;
2. take out the insurance against the risks, and for the coverage as specified in the Contract, in accordance with GCC Sub Clause 33.2, within (*specify date*) and maintain.
(delete if not appropriate)

Signed

Duly authorized to sign for and on behalf of *[name of Client]*

Date:

Format-e-PS5-U: Contract Amendment

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

Contract No. [*insert number/year*] by and between the [*insert Client's name*] and [*insert Consultant's legal title*] for the contract named [*insert name of the Consulting Service*] is amended as follows:

1. GCC Clause [*insert clause no*], is hereby revised as _____
_____
_____
_____.
2. GCC Clause [*insert clause no*], is hereby revised as _____
_____
_____
_____
_____.

and so on .

The effective date of this Amendment is [*insert effective date*] or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [*insert number*] page(s) and [*insert number*] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Client and the Consultant have signed this Amendment.

[*Consultant's Authorized Signatory*] [*Client's Authorized Signatory*]

_____ _____

Signature Signature

_____ _____

Title Date Title

Format- e-PS5-V: Accomplishment Certificate

[Insert Full Contact Details of Issuing Authority]

Office Memo no: _____ Date: _____

ACCOMPLISHMENT CERTIFICATE

01	Client Details		
	(a) Division	:	
	(b) Circle/Directorate	:	
	(c) Zone/Region	:	
	(d) Others (*specify*)	:	
02	Name of Assignment	:	
03	Contract No	:	
04	Consultant's Legal Title	:	
05	Consultant's Contact Details	:	
06	Consultant's Registration Details	:	
07	Reference to LOA to sign Contract with Date	:	
08	Original Contract Price	:	
09	Final Contract Price as Performed	:	
10	Original Contract Period		
	(a) Date of Commencement	:	
	(b) Date of Completion	:	
11	Actual Implementation Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
12	Days/Months Contract Period Extended	:	
13	Special Note (*if any*)	:	

Certified that the Services under the Contract has been performed and completed in all respects in strict compliance with the **"Description of Services"** including all modifications thereof as per satisfaction of the Client.

_____

Name and Signature of the Issuing Authority with Designation

please turn over

Details of Services Performed

Consultant: [insert legal title]		
No	Major Components of Assignment	Total Price (in Contract Currency)

Joint Venture

[delete, if not appropriate]

Lead Partner: [insert legal title]		
No	Components/Activities [reference drawn to JV Agreement]	Price (in Contract Currency)

Co-partner: [insert legal title]		
No	Components/Activities [reference drawn to JV Agreement]	Price (in Contract Currency)

Co-partner: [insert legal title]		
No	Components/Activities [reference drawn to JV Agreement]	Price (in Contract Currency)

Note: Figures shown must correspond to Total Value

Sub-Consultant

[delete, if not appropriate]

Sub-Consultant: [insert legal title] [delete, if not appropriate]		
No	Components/Activities [reference drawn to Sub-Consultant Information]	Price (in Contract Currency)

Name and Signature of the Issuing Authority with Designation