



**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH**

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

(Time Based)

[Procurement Specialist]

**Enhancement of Bangla Language in ICT through Research & Development
Bangladesh Computer Council
Information and Communication Technology Division
ICT Tower, E-14/X, Agargaon, Dhaka-1207**

PS4

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Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated Public fund for **Enhancement of Bangla Language in ICT through Research & Development (EBLICT)** project and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
 - 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
 - 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]
3. Eligible Applicants
 - 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
 - 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
 - 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
 - 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
 - 3.5 The Applicant has the legal capacity to enter into the Contract
 - 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
 - 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.
 - 3.8 The Applicant shall not have conflict of interest pursuant to the

Clause 5

- 4. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
 - 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
 - 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
 - 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
- 5. Conflict of Interest
 - 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
 - 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
 - 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Preparation, Submission & Modification or Substitution of Applications

- 6. Preparation of
 - 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are

Application

required to complete the following Forms:

- (a) Form 3A: Application Submission Form;
- (b) Form 3B: CV of the Applicant; and
- (c) Form 3C: Remuneration and Reimbursable

6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.

7. Submission of Application

7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.

7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.

7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.

7.4 The closing date for submission of Application is [as per EoI Notice] up to [as per EoI Notice] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.

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

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

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

C. Evaluation of Applications

8. Evaluation of applications

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

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

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

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

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

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

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

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

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

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

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

9. Application Negotiations

9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.

9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded

- 9.3 During negotiations, the Client and the Applicant shall finalise the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services”
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

- 10. Award of Contract
 - 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
- 11. Debriefing
 - 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
 - 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
- 12. Commencement of Services
 - 12.1 The applicant is expected to commence the assignment on ‘as soon as possible’ at Dhaka. The duration of the contract shall be 12 (Twelve) Months from the date of commencement and may be extended based on requirement and performance of the incumbent.

Section 2. Terms of Reference

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

TOR & Advertisement

Job #	SD3(A)
Job Title	Procurement Specialist
Job Family	ICT
Location	Dhaka, Bangladesh
Appointment	Local Hire
Job Posted	24 May, 2023
Closing Date	11 June, 2023; 02:30 PM (Local time)
Language Requirements	Bangla [Essential]; English [Essential]
Computer literacy	MS Word, MS Excel, MS PowerPoint & MS Project
Appointment Type	Term (Duration: 12 man-months), may be extended based on requirement and performance of the incumbent.

Background and General Description:

Bangla is the seventh most spoken language in the world. Enhancement of Bangla language in ICT is mainly focus to build up some ICT tools to ease the tasks of using Bangla in ICT through Research & Development.

ICT sector has been declared as one of the thrust sector in Bangladesh. Application of ICT for government Teaching, learning, communication etc. depends on availability of Bangla tools resources. Standard Bangla tools are not available for world class Bangla computing. Considerable amount of R&D needed to develop Bangla tools for Bangla computing making Bangla compatible for new and emerging technologies.

Constructing research and development for Bangla in ICT will definitely create more opportunity to use Bangla at international standard. People will be able to learn about the new technologies regarding use of Bangla in ICT.

ICT Division is taking initiative to create opportunity for the people to use Bangla at international level through a project Titled "Enhancement of Bangla Language in ICT through Research & Development". This project will take a role in addressing this issue directly, and will establish standardization of Bangla corpus, font, CLDR, IPA font etc. which enable world class Bangla computing. For this purpose, Business Organization, Researchers, Government, Universities, Stakeholders and others to work together and develop ICT tools. In this regard EBLICT project is seeking an experienced **Procurement Specialist** to improve its functional capabilities in this area.

Brief Description of 16 Tools which will be developed:

a. Bangla Syntactic Treebank Corpus with Processing Pipeline and Distribution Platform.

- Bengali corpus will ensure correct pronunciation of the words of Bengali language, all the pronunciation details and specifying the patterns of formatting.

b. Further improvement of Bangla OCR developed by ICTD & integrating hand writing recognition system

- OCR which is developed by ICT Division only can identify the type document. The new optical character recognizer should be able to identify hand writing document. So, OCR has infinite applications including fast digitizing of old & rare Bangla books, handwriting documents (puthi, dolil, etc) which would save a lot of time compared to manually typing all the words in those books/documents.

c. Development of Bangla speech to text & text to speech software

- Speech-to-text software is the translation of spoken words into text. It will reduce the cost and time for typing a document. Text-to-speech (TTS) applications translate digital text into spoken word. For example, text can be highlighted, the play button is clicked, and the reader delivers the text in spoken word. TTS applications are well known as assistive aides for people who experience dyslexia, reading challenges, or visual impairment.

d. Improvement of the National Keyboard (Bangla)

- National Bangla Keyboard (BDS-1738:2004) has developed by Bangladesh Computer Council in 2004. Till now, its use and application remain very limited. In order to make it more effective, its shortcomings need to be identified and necessary steps have to be taken for improvement.

e. Development of Bangla style guide

- Bengali language has the written and spoken forms of the language. Two styles of writing, involving somewhat different vocabularies and syntax, have emerged. Regional languages have major differences in phonetics and vocabulary usage, and, to a lesser extent, morphology and syntax. So, Pronunciation, vocabulary, syntax and style are needed highly standardization.

f. Development of the Bangla font interoperability Engine

- In order to make computer applications, such as Document Processing, E-mailing, Calculations, possible in Bangla, in a way that is interoperable across different computing platforms, it was necessary to establish a standard for encoding the data. As the standard that can be adopted for different e-governance applications and is also in parity with the international practice and standard.

This is in direct contrast with the plethora of non-standard Bangla software proliferating the market that hinders interoperability across different computers. Based on these standardizations some font encoding converters have to be developed as font interoperability Engine.

g. **Development of Bangla CLDR resource and submit to Unicode**

- The Unicode Common Locale Data Repository (CLDR) provides key building blocks for software to support the world's languages, with the largest and most extensive standard repository of locale data available. This data is used by a wide spectrum of companies for their software internationalization and localization, adapting software to the conventions of different languages for such common software tasks.

h. **Development of Bangla Spell & Grammar checker**

- Using an spell checker can benefit us in many ways, from perfecting our words. Grammar checker let us know the sentence is wrong, although each word is spelled correctly. A good spell And grammar checker will help us proofread our texts and make sure they are accurate and free of mistakes.

i. **Development of the Bangla Machine Translator (MT)**

- When an entire paragraphs or note had to be translated, this could be very difficult because one word had several meanings. Machine Translation, which is also known as Computer Aided Translation, is basically the use of software program which have been specially design to translate both verbal and written texts from one language to another.

j. **Development of Screen Reader software**

- A screen reader is a software application that attempts to identify and interpret what is being displayed on the screen. This interpretation is then re-presented to the user with text-to-speech, sound icons, or a Braille output device. Screen readers are a form of Assistive Technology (AT) potentially useful to the people who are blind, visually impaired, illiterate or learning disable.

k. **Development of software for disable people.**

- Computers, websites, and software are always searching to improve their usability by consumers. Accessibility by all users is always a very important issue. What may be usable by some people may not be usable by someone with a disability. Those with learning disabilities process information differently and therefore may struggle with reading online or using certain kinds of software. So, some Bengali Software have to be developed that can read the content of webpages aloud & braille keyboards and also for dumb peoples.

l. Development of sentiment analysis software in Bangla

- Sentiment analysis (also known as opinion mining) refers to the use of natural language processing, text analysis and computational linguistics to identify and extract subjective information in source materials. The content of the statements or an analysis of the stylus finding the spirit or essence.

m. Integrated platform for Bangla Text, Speech and Image related Service Distribution

- This component will provide language tools including automatic transcription, translation and interpretation. It will provide streaming technology that can convert speech from lectures, meetings, and telephone conversations into the text in another language.

n. Translation of most popular/used sites into international language

- The internet may have opened up global markets but, as always, there is a price to pay. The prize of international markets is tantalizingly close at hand but only to those who can reach out for it. So many websites continue to have faith in the power of the English language to reach out to all countries and populations. Their belief is mistaken. Even in countries where proficiency in English is widespread, there is a marked preference for content in the mother tongue. As for those where it is not, the audience is not so much alienated as left untouched.

o. Digital Resources and Keyboard for Ethnic Minority Group's Languages

- Preserving Language Diversity: Computers can be a tool for making the survival of languages possible. Small indigenous peoples of Bangladesh have their own languages and letter. Their letter can be incorporated to UNICODE and the keyboard will be built

p. Bangla to IPA Automatic Converter

- The International Phonetic Alphabet (IPA) is an alphabetic system of phonetic notation based primarily on the Latin alphabet. It was devised by the International Phonetic Association as a standardized representation of the sounds of oral language. The IPA is used by lexicographers, foreign language students and teachers, linguists, speech-language pathologists, singers, actors, constructed language creators, and translators. Bangla International Phonetic Alphabet will be a system of Phonetic transcription, based on the Bangla alphabet, to adapt the IPA to the Bangla script. In addition to equivalence with the symbols of the IPA, Bangla IPA has to be developed as additional symbols. Many British dictionaries, including the Oxford English Dictionary and some learner's dictionaries such as the Oxford Advanced Learner's Dictionary and the Cambridge Advanced Learner's Dictionary, now

Our Strategic Objectives:

- Smooth implementation of EBLICT Project.
- Remove the bottleneck that may hinder the efficiency/progress of the project.
- Arrange logistics support including collaboration, monitoring and supervision of stakeholders / entrepreneurs.
- Observe the project implementation monitoring and evaluation procedures.
- Enhance knowledge, skill and attitude of the officers in order to achieve higher performance level.

Our Values:

- Focusing on results on the ground.
- Minimize wastage through monitoring implementation and evaluation of development projects to ensure proper utilization of investment.

Our Structure:

The **Procurement Specialist** will report to the PD, EBLICT. He/she will work closely with other members of project management setup of EBLICT Project and other Specialists or Consultants.

Duties and Responsibilities:

The **Procurement Specialist** will:

- a. Will prepare all types of Tender Document.
- b. Will prepare formats of evaluation criteria of all types of Tender.
- c. Will provide technical support to the TEC/PEC, if necessary.
- d. Will prepare documents/reports as per the desire of the Project Director.
- e. Will do all types of procurement related works as per the desire of the Project Director.
- f. Work with other consultants/Expert committee for preparation of detail specification of 16 modules.

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

Educational Qualification: BSc. Engineering or Masters in Economics/Statistics/Finance/ Business Administration/Law/ Management or other relevant subject.

Relevant Work Experience:

- (a) At least 06 (Six) years of work experience in capacity of procurement specialist/contract administrator/buyer or equivalent position including a minimum of 3 (three) years in relevant public procurement.
- (b) Working knowledge on PPA 2006 and PPR 2008.
- (c) Experience in the preparation of bidding documents/Request for proposal for procuring of goods, works or service as well as equivalent of the same.
- (d) Age must be within 50 years.
- (e) Experience may be relaxed in the case of highly qualified person (person having professional qualification in procurement i.e MCIPS or equivalent will be given preference).
- (f) Experience in Govt. EBLICT project will be given preference.

Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:



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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>								
2	NAME OF PERSON :	<i>[state full name]</i>								
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>								
4	NATIONALITY :									
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>								
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>								
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>								
8	LANGUAGES & DEGREE OF PROFICIENCY	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Language</u></td> <td style="text-align: center;"><u>Speaking</u></td> <td style="text-align: center;"><u>Reading</u></td> <td style="text-align: center;"><u>Writing</u></td> </tr> <tr> <td style="text-align: center;"><i>e.g. English</i></td> <td style="text-align: center;"><i>Fluent</i></td> <td style="text-align: center;"><i>Excellent</i></td> <td style="text-align: center;"><i>Excellent</i></td> </tr> </table>	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>	<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>							
<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>							
9	COUNTRIES OF WORK EXPERIENCE									
10	EMPLOYMENT RECORD	<p><i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i></p> <p><i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i></p> <p><i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i></p>								
	EMPLOYER 1	FROM: <i>[e.g. January 1999]</i> TO: <i>[e.g. December 2001]</i>								
	EMPLOYER 2	FROM: TO:								
	EMPLOYER 3	FROM: TO:								
	EMPLOYER 4 (etc)	FROM: TO:								



11 WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>
12 COMPUTER SKILL	

CERTIFICATION

[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing dd / mm / yyyy			



Form 3C. Indicative Remuneration & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days. Maximum monthly remuneration rate BDT including IT and VAT.

(2) Reimbursable (as applicable)

	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance			
(b) Air Travel Costs			
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (<i>to be listed</i>)			
		Sub-total	

CONTRACT CEILING (1) + (2)	
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Section 4. Contract Forms

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

4.1 Contract Agreement (Time-based)

THIS CONTRACT ("the Contract") is entered into this day of [dd/mm/yy], by and between [insert name of Client] ("the Procuring Entity") having its office at [insert address of Client], and [insert name of Consultant] ("the Consultant") having his/her address at [insert address of Consultant].

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

1. Services
 - 1.1 The Consultant shall perform the Services specified in Annex A (*Description of Services*), which are made an integral part of the Contract.
2. Duration
 - 2.1 The Consultant shall perform the Services during the period commencing from [dd/mm/yy] and continuing until [dd/mm/yy], or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 3.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
 - 3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
 - 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.

3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:

- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
- (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

3.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;

“fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

“collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or

“coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations.

- | | | | |
|----|--------------------------|-----|---|
| 4. | Applicable Law | 4.1 | The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh |
| 5. | Governing Language | 5.1 | The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. | Modification of Contract | 6.1 | The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. | Ownership of Material | 7.1 | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. |
| | | 7.2 | The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |



8. Relation between the Parties 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.
9. Contractual Ethics 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.

Payments to the Consultant

10. Ceiling Amount 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
12. Reimbursables 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
13. Payment Conditions 13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.

[For aid funded procurement Advance Payments may be applicable. However, for 100% GoB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]

13.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.

13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.

13.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.

13.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.

Obligations of the Consultant

14. Medical Arrangements

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

15. Working Hours and Leave

15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.

15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.

16. Performance Standard

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

17. Contract Administration

17.1 **Client's Representative**

The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.

17.2 **Timesheets**

The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.

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

Obligations of the Client

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

Termination and Settlement of Disputes

22. Termination 22.1 **By the Client**
- The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.
- 22.2 **By the Consultant**
- The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any money due to the Consultant pursuant to the Contract.
23. Dispute Resolution 23.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 23.2 **Arbitration**
- If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

ANNEX A: Description of the Services

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

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

- 1. The name of the main location Dhaka at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
- 2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.*

(a) Address of the Client:

8th Floor, Enhancement of Bangla Language in ICT through Research & Development Project, Bangladesh Computer Council, Information and Communication Technology Division, ICT Tower, Agargaon, Dhaka-1207.

(b) Address of the Client:

(With phone number, Fax number & e-mail)

- 3. Logistics and facilities to be provided to the Consultant by the Client are listed below:*
 - Office space with furniture including file cabinet and electric connection;*
 - Office equipment like computer, printer etc;*
 - Facilities for production and binding of reports etc.*
 - Any other facilities agreed by both Client & the Consultant.*

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of Consultant	Rate, Taka*	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [state monthly, daily or hourly] rate		Sub-Total (A)	

* Maximum monthly remuneration rate BDT including IT and VAT.

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance				
(b) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

CONTRACT CEILING (A) +(B)=	Total =
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ANNEX C: Consultant's Reporting Obligations

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report	<i>Background, objectives, Proposed methodology, proposed sources of data; and data collection procedures, schedule of tasks, activities and deliverables</i>	PD, EBLICT	After 1 month from Contract Signing
2	Monthly Brief Progress Report	<i>Progress of Activities in brief</i>	PD, EBLICT	End of the Each Month
3.	Quarterly Progress Report	<i>Back ground of the Study, Executive Summery, Methodology, Findings, Progress of activities, Observation and Recommendation. (recommendations of technical/PIC/steering committee must be included)</i>	PD, EBLICT	Immediately within 15 days
4	Draft Final Report	<i>Like final report (recommendations of technical/PIC/steering committee must be included)</i>	PD, EBLICT	1month before end of Contract
5	Final Report	<i>For distribution and knowledge shearing (recommendations of technical/PIC/steering committee must be included)</i>	PD, EBLICT	Before end of Contract

Note: Consultant's Reporting Obligations will be finalized during negotiation