GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

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

(Time Based)

Name of the Service: Consultant

Strengthening Sugar crop Cultivation practices in Chittagong Hill Tracts Project

Chittagong Hill Tracts Development Board (CHTDB)

Invitation for Tender No: 29.31.0000.027.11.001.22-05; Date: 02/03/2022 AD

Tender Package No: Service-01

Issued on: .....

Issued to: .....

Tender Lot No:

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

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

Individual Consultants shall be employed in accordance with Section 38 of the Public Procurement Act 2006 and Rule 112 & Rule 104(d) of the Public Procurement Rule 2008 for assignments for which the qualifications and experience of the individual are the overriding requirements and no team of staff and no additional professional support are required.

This document shall be used when a Procuring Entity (the Client) wishes to select an Individual Consultant (National) for **assignments for which the qualifications and experience of the individual are the overriding requirement,** for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services.

Time-based Contracts are recommended when the Scope of the Services cannot be established with sufficient precision; or the duration and quantity of Services depends on variables that are beyond the control of the Consultant, or the output required of the consultants is difficult to assess.

Consultant's remuneration is based on (i) agreed unit rates for the Consultant multiplied by the actual time spent by him/her in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of Contract requires the Client to closely supervise consultants and to be involved in the daily execution of the assignment.

SRFA (PS4) has been designed to suit the particular needs of procurement within Bangladesh, and has four (4) Sections, of which **Section 1:** Information to the Applicants and the Contract Agreement in **Section 4 must not be altered or modified under any circumstances.**

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

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

SRFA (PS4), when properly completed will provide all the information that an Individual Consultant (National) needs in order to prepare and submit an Application. This should provide a sound basis on which the Client can fairly, transparently and accurately carry out an evaluation process on the application submitted by the Individual Consultant.

SRFA(PS4) duly tailored may also be used for the purpose of Single Source Selection Method

The following briefly describes the Section of SRFA (PS4) and how a Client should use these when preparing a particular request for Applications.

Section 1: Information to the Applicants

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

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

Section 2. Terms of Reference

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

Section 3. Application Forms

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

Section 4. Contract Agreement Forms

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

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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 **Strengthening Sugar crop Cultivation practices in Chittagong Hill Tracts 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 Application

6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:

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

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

7. Submission of Application

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

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

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

7.4 The closing date for submission of Application is [27/03/2022] up to [02:00 pm] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.

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

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

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

C. Evaluation of Applications

8. Evaluation of applications

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

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

Criteria	Points
• Educational Qualification	***[35 points]***
• 10 years relevant Working Experience	***[30 points]***
• Practical job experience in the Government/semi-government/autonomous organization's implemented project in CHT area	***[20 points]***
• Suitability skill (Computer skills).	***[10 points]***
Total points:	**95 points**

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

8.4 Applications shall be evaluated by the PEC, 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 **1 April 2022 (Approx.)** at the Head Office, Rangamati. The duration of the contract shall be **[39 Months]** from the date of commencement.

Section 2. Terms of Reference

The Terms of Reference contain the following sections, expanded as deemed necessary:

(a) Back ground and general descriptions;
(b) Objectives of the Services required;
(c) Scope of the Services required (duties and responsibility);
(d) Selection Criteria
(e) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant.

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.

[The Client should explain in clear terms what is required of the Applicant if he/she is to be hired.].

Sample TOR & Advertisement

Job Title	Consultant
Job Family	Sugarcrop Cultivation, Production & Processing
Location	Chittagong Hill Tracts, Bangladesh
Appointment	Local Hire
Job Posted	02-March 2022
Closing Date	25-March 2022, at 14.00
Language Requirements	Bangla [Essential]; English [Essential]
Computer literacy	Ms-Office, Online Meeting & Internet Browsing
Appointment Type	Time Based for the Term (Duration: 39 months); may be extended based on project extension, requirement and performance of the Incumbent

Background and General Description

The Chittagong Hill Tracts Development Board (CHTDB) of the Ministry of Chittagong Hill Tracts Affairs is seeking an experienced consultant to assist implementing its newly launched project titled "Strengthening Sugar crop Cultivation practices in Chittagong Hill Tracts Project". This position is initially a fixed-term position for **39 months** and could be renewed (if needed) and warranted by the candidate's performance. This is subject to local recruitment.

Our Objectives:

1. To extension sugarcane cultivation in Chittagong Hill Tracts as an alternative to harmful tobacco cultivation and to meet nutritional needs by high yielding developed chewing and gur varieties sugarcane and suitable for gur production.
2. To create Entrepreneurs through small and cottage industries (eg: making hygienic sugarcane gur, juice, syrup, preserving, packaging and marketing).
3. Improving the living standards of the underprivileged and alleviating poverty by creating employment and increasing income in the Chittagong Hill Tracts area through the spread of developed varieties and suitable technologies of Sugarcrop (Sugarcane) invented by BSRI.
4. To strengthen the demonstration and extension of sweet national crop (sugarcane) in Chittagong Hill Tracts.
5. To engage women in project activities for the purpose of empowerment and economic activities.

Our Structure:

The Consultants will work closely under direct guidance & supervision of **Project Director**

Duties and Responsibilities

The Consultant is being hired :

- Land selections for sugarcane with intercropping demonstration plot, lay-out preparation, seed treatment for high quality sugarcane-seed production and extension of technology to the field level farmers in CHT.
- To train sugarcane farmers, gur production farmer, sub-assistant Agriculture Officer, Scientific Assistant, Agriculture Extension Offcer & Upazila Agriculture Officer.
- To distribute developed variety of sugarcane seed, distribution of sugarcane power crusher, pan, furnace & develop gur packaging technology for 'Pahari Akher Gur' production and train the farmers
- To check/test & ensure the quality of sugarcane power crusher, pan, Gur packaging, power tiller, weeder, digital refractometer, hand refractometer, brix-refractometer and other equipment on the basis of the contract specifications, and submit report to the Project Director.
- Submit progress report to the Project Director regarding achievement of field activities, visit project areas and conduct regular meeting with project officers & staff.
- Monitoring and observation of the activities of Junior Consultants and Sugarcane Extension Officers.
- To develop socio-economic condition of the farmers by cultivating sugarcane, intercropping and producing 'Pahari Akher Gur' in fallow and tobacco-cultivation land in Chittagong Hill Tracts.
- To Assist in Marketing process of sugarcane, Intercrops and produced 'Pahari Ahker Gur'.
- Inspect the project implementation works on the spot.
- Certify the completed works.
- Submit reports according to Annex C. Consultant's reporting Obligations
- Any other activities by the authority.

Selection Criteria

Candidates having the following requirements are encouraged to apply:

- BSc. in Agriculture Degree from any recognized Agriculture University. No Third Class/Division in any certificate/board examination.
- At least 10 years of Practical experience in sugarcane, intercrop cultivation & of gur production, research and extension work in Chittagong Hill Tracts.
- Must have working experience working in similar sugarcrop projects in remote hilly areas of CHT under government / semi-government / autonomous organization.
- Capacity for specific evaluation experience of sugarcane power crusher, pan, gur packaging, power tiller, weeder, digital refractometer, hand refratometer, brix-hydrometer and other agriculture equipment.
- Practical Computer knowledge of office management, MS word, Excel, power point, internet and online office operating.
- Experience of development project proposal (DPP) preparation, demand of fund, requisition of fund release, annual program planning, annual purchase planning.
- Must have a Valid Driving license to ride a motorcycle.

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
Project Director
Strengthening Sugar crop Cultivation practices in Chittagong Hill Tracts Project
Chittagong Hill Tracts Development Board (CHTDB), Rangamati

Dear Sir
I am hereby submitting my Application to provide the consulting Services for **Consultant** in strict accordance with your Request for Application dated [02/03/2022].

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:

Mobile:

E-mail:

Attachment:

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

1	PROPOSED POSITION FOR THIS PROJECT	*Consultant*			
2	NAME OF PERSON				
3	DATE OF BIRTH	[ ]			
4	NATIONALITY	Bangladeshi			
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES				
6	EDUCATION				
7	OTHER TRAINING				
8	LANGUAGES & DEGREE OF PROFICIENCY (other than Bengali Language)	Language	Speaking	Reading	Writing
		English	*Fluent*	*Excellent*	*Excellent*
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD *[starting with present position list in reverse order* **[every employment held and state the start and end dates of each employment]**	*(The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm).* *(The Applicant should clearly indicate the Position held and* ***give a brief description of the duties*** *in which the Applicant was involved).*			
	EMPLOYER 1 (e.g. Sugarcrop Research Institute)	FROM: *[e.g. Jan 2014]*		TO: *[e.g. December 2020*	
	EMPLOYER 2	FROM:		TO:	
	EMPLOYER 3 (etc.)	FROM:		TO:	
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT				
12	COMPUTER SKILL				

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	
Mobile:	
E-mail:	

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 in Tk)	Staff Time (No. month)	Total (Tk)
	39	

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance			
(b) Air Travel Costs			
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (*to be listed)*			
Supporting documents and vouchers must be attached with the invoice			
		Sub-total	

CONTRACT CEILING (1) + (2)	

In words:

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 Project Director, Strengthening Sugar crop Cultivation practices in Chittagong Hill Tracts Project Project having its office at Chittagong Hill Tracts Development Board (CHTDB), Rangamati, 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 *[ ]*, 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 basis.**

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 Reimbursable

12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.

12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.

12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex 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: **Not Applicable**

*[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 **upon timely fund release.**

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 monies 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

Background of the project:

The three districts of south-eastern Bangladesh, Rangamati, Bandarban and Khagrachhari are collectively known as the Chittagong Hill Tracts. It covers an area of 13295 sq km. 74% of the land is hilly, 6% is plain land and 20% is bumpy land. People of different communities including Chakma, Marma, Thanchangya, Murang, Chak, Bawm, Lusai, Khumi, Tripura, Kheyang, Pangkhua, Asam, Rakhaine and Bengali live here. Most of the people depend mainly on agriculture for their livelihood. Remote areas, lack of irrigation water, under-developed technologies could not take the agriculture of this area to the peak of development. Therefore, the people of this area are still lagging behind in education and socio-economic development.

All kinds of crops can't be cultivated in hilly areas of CHT. Crop yields low due to underdeveloped management. Sugarcane is a new cash crop in the Chittagong Hill Tracts. Considering the overall condition of agriculture in the Chittagong Hill Tracts, sugarcane cultivation in this region is a very promising and profitable crop. Sugarcane can survive in adverse weather conditions like drought, excessive rains, dense fog, cyclone and windy weather etc. while other crops like rice, vegetables and many other cannot survive. By cultivating sugarcane with intercropping, two to three additional crops can be obtained from the same land every year. Farmers can earn cash by selling the surplus in the market after meeting their family needs. Vegetables, oilseeds, spices and pulses can be grown as intercrops to meet partial household needs. Even after the sugarcane has reached its' harvesting time, the farmer can keep the crop in the field for a long time and sell it slowly which is not possible for other crops.

There is a huge demand for gur (molasses) in the Chittagong Hill Tracts. Most of these needs are met from other areas of the country. Gur produced in those areas are adulterated, toxic due to use of toxic and poisonous chemical like hydrose. So, this type of adulterated and unhygienic gur is most harmful to public health. By producing healthy sugarcane gur in the Chittagong Hill Tracts, it is possible to meet the demand for gur in this area and supply surplus gur to other parts of the country. This will meet the nutritional needs of the people in the region and improve the quality of life.

But in the Chittagong Hill Tracts, there is no necessary extension activity to increase the cultivation of sugarcane and allied crops. The production technology of these crops, especially the developed sugarcane seed production and distribution system among the farmers is yet to be developed. Though the yield of sugarcane in the CHT is almost three times more than yield in plain areas, although the opportunity increasing productivity of sugarcane in this region is not being utilized due to inadequacy of extension activities and lack of application of technology. Farmers also have very limited knowledge about advanced technology of gur production and gur conservation technology. Bangladesh Sugarcrop Research Institute (BSRI) is working on a very limited scale in the Chittagong Hill Tracts to expand advanced technology for sugarcane and gur production. To gear up this initiative this project has been jointly implementing by Chittagong Hill Tracts Development Board (CHTDB) & BSRI to improve the socio-economic condition of the farmers and increase the production of high quality gur by cultivating sugarcane and intercropping through advanced technology.

Tobacco is widely cultivated in the Chittagong Hill Tracts. Destructive tobacco aggression is on the rise. Although the profit from tobacco cultivation is less than that of sugarcane, the tobacco companies are attracting the poor farmers of the region by distributing some cash and input materials to them. Tobacco cultivation is detrimental to the environment, forests and public health in addition to destroying soil fertility. Valuable forest resources (wood in the Chittagong Hill Tracts are being destroyed for tobacco curing. Curing tobacco leaves produced per acre requires at least 5 MT of fuel wood. The toxic gas emitted by tobacco curing causes serious damage to human life and the environment. Sugarcane is the only crop in the highlands that can successfully replace tobacco cultivation.

According to an Economic Survey, in the Chittagong Hill Tracts, where the per capita income of tobacco is tk. 2,27,170/ha. From this information it is clear that sugarcane cultivation is per capita income tk. 4,23,530/ha, sugarcane is more profitable than tobacco cultivation. In addition, this income can be further increased by cultivating companion crops. Lack of improved varieties and technical knowledge, scarcity of improved sugarcane varieties and poor market channel are the main reasons for low sugarcane cultivation in the area. Proper training through research & demonstration, supply of quality sugarcane seeds and strengthening of sugarcane processing and marketing channel can greatly increase sugarcane cultivation in the area.

With a view to achieving this goal, under the supervision of Bangladesh Sugarcrop Research Institute (BSRI) July, 2006 AD. To be June, 2020 AD. A project titled 'Pilot Project for Extension of Sugarcane Cultivation in CHT' is being implemented in this area on a limited scale. The project has already gained wide acceptance in the CHT. Commercial sugarcane cultivation has increased in the Chittagong Hill Tracts. According to the data obtained from the study, in the financial year 2005-2006, sugarcane was cultivated in a total area of 1075 (approximately) hectares in Rangamati, Bandarban and Khagrachari of 3 districts in the Chittagong Hill Tracts. As a result of implementation of 'pilot project for extension of sugarcane cultivation in Chittagong Hill Tracts', the amount of sugarcane cultivation now stands at 2060 hectares (approximately). In the last few years, due to relentless efforts, it has been possible to reach more productive sugarcane varieties like BSRI Akh-41 (Amrit), BSRI Akh-42 (Rangbilash), China, Vietnam, VMC 86-550, Bonpara Gendari, Madhumala, Ranangaon, Co 208 etc. at the farmer level. People from all walks of life including farmers and women of the three hill districts have found a way to make a living by cultivating sugarcane with advanced technology. However, to date it has not been possible to set up any permanent office of BSRI in the three hill districts. As a result, due to the distance, it is not always possible to supply sugarcane seeds on demand from Bangladesh Sugarcrop Research Institute (BSRI) head office, Ishwardi, Pabna to Chittagong Hill Tracts. In addition to communication with the farmers, in many cases it becomes impossible to complete all the activities successfully on time. That is why it is very important to set up three sub-station in the three hill districts in order to continue providing effective services to the farmers of the area.

The Government has taken agriculture as the highest priority activity. As a result, various steps have been taken to intensify the management of agricultural activities in the three hill districts as in other parts of the country. It is hoped that in the future the scope of sugarcane and other sugarcrop cultivation in the Chittagong Hill Tracts will be further expanded. If the government can provide training to the farmers in the Chittagong Hill Tracts, supply of quality sugarcane seeds, marketing channel and take up agricultural development projects in this sector, rapid success can be achieved by increasing the interest of farmers in the Chittagong Hill Tracts. The demand for gur can be met by increasing gur production in this area. If gur production increases, the amount of sugar imported in the country will decrease. This will save valuable foreign exchange. Massive employment will be created for the people of Chittagong Hill Tracts. By providing training to farmers and field officers on modern sugarcane with intercrops cultivation technology, it will be possible to produce more sugarcane from the same land through rapid spread of the technology. The development of improved sugarcane varieties, developed by the Chittagong Hill Tracts Development Board and Bangladesh Sugarcrop Research Institute, will help the farmers in the Chittagong Hill Tracts economically benefit poverty alleviation and nutritional development by setting up demonstration plots. Through sugarcane cultivation, healthy and high quality gur can be made from sugarcane produced in Chittagong Hill Tracts, employment and increase of income of people in Chittagong Hill Tracts can be ensured through gur conservation and marketing. The project proposed by the Chittagong Hill Tracts Development Board and Bangladesh Sugarcrop Research Institute is very important for improving the socio-economic condition of the people at three hill districts, reclamation of fallow land, nutritional development and alternative cash crops for tobacco.

Poverty situation:

According to ICIMOD, 2015, the poverty rate in Bangladesh is 17.60% out of 31.50%, while the poverty rate in Chittagong Hill Tracts is 51.60% out of which extreme poverty is 20.60%. Among the three districts in Chittagong Hill Tracts, Khagrachari district has poverty rate of 50.60% and extreme poverty of 22.00%, Rangamati district has poverty rate of 47.60% and extreme poverty of 21.60% and Bandarban district has poverty rate of 56.00% and extreme poverty of 18.10%. The poverty rate among the Bengali peoples living in this area is relatively low. But the communities of small ethnic groups living in remote hills are poorer due to natural disasters, underdeveloped communication systems and lack of awareness. The project is directly related to all the inhabitants of CHT including the Bengali & all other ethnic communities. Successful implementation of the project will increase the annual income of the beneficiaries by 10% and will directly and indirectly lead to overall socio-economic development.

Objectives:

1. To extension sugarcane cultivation in Chittagong Hill Tracts as an alternative to harmful tobacco cultivation and to meet nutritional needs by high yielding developed chewing and gur varieties sugarcane and suitable for gur production.
2. To create Entrepreneurs through small and cottage industries (eg: making hygienic sugarcane gur, juice, syrup, preserving, packaging and marketing).
3. Improving the living standards of the underprivileged and alleviating poverty by creating employment and increasing income in the Chittagong Hill Tracts area through the spread of developed varieties and suitable technologies of Sugarcrop (Sugarcane) invented by BSRI.
4. To strengthen the demonstration and extension of sweet national crop (sugarcane) in Chittagong Hill Tracts.
5. To engage women in project activities for the purpose of empowerment and economic activities.

Expected Project results:

1. Replacement of 6% tobacco field to sugarcrop land in Chittagong Hill Tracts.
2. Increase of 10% Sugarcrop and 15% gur production in CHT.
3. Increase of 10% annual income and socio-economic development of the beneficiaries.

Project output:

1. Replacement of 6% sugarcane cultivation and systematic companion crop cultivation under tobacco cultivation in CHT.
2. About 15% increase of Sugarcrop production in Chittagong Hill Tracts through various activities, including training of farmers in 312 sugarcane with intercropping, 208 gur production training, 104 farmer field days, training of 18 Sub-assistant Agriculture Officers and equivalent officers, 12 workshops, setting up of 2080 sugarcane demonstration plots.
3. Awareness of 20% of the people about various technologies of sugarcane, intercrops and gur, marketing and harmful effects of tobacco on land, environment & public health, safe food and nutrition.

Logistics and facilities to be provided to the Consultant by the Client are listed below:

- Office space with necessary furniture and electric connection;
- Support staff;
- Office equipment like computer, printer etc;
- Motorbike for travel;
- Facilities for production and binding of reports etc.
- Any other facilities agreed by both the Client & the Consultant.

Duty Station for Consultant:

The duty stations for the consultants are in the three hill districts Project Offices (Rangamati, Khagrachari & Bandarban) at which the Services are to be provided. To fulfill duties and responsibilities, the Consultant will require traveling in the project areas.

Work plan

The intended dates for completion of various tasks are:

SL.	Description of Services	Scheduled Dates
1	**Strengthening Sugarcrop Cultivation Practices in CHT**	June 2025

Details Address of the Client:

Project Director
Strengthening Sugarcrop Cultivation Practices in Chittagong Hill Tracts Project
Chittagong Hill Tracts Development Board (CHTDB)
Head Office, Rangmati
Phone: 02-333372494
E-mail: mi@chtdb.gov.bd
Website: www.chtdb.gov.bd

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of Consultant	Monthly Rate (Taka)	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
		39	
		Sub-Total (A)	

(B) Reimbursable

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

CONTRACT CEILING (A) +(B) =	Total =

ANNEX C: Consultant's reporting Obligations

Sl.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1.	Inception Report	Preparation of the list of beneficiary farmers and submit it for approval.	Project Director	According to the Project Work Plan.
2.	Monthly Report	Inform the project Director whether the field works (plot selection, preparation & plantation, seed production & purification, sugarcane & intercrop cultivation & growth, pesticide & fertilizer, training, evaluation of equipment & distribution etc.)	Project Director	By first 05 (five) working days of every month. If holiday, then the first working day after holiday
3.	Monthly Report	Supervision activities of the Sugarcane Extension Officer & Junior Consultants (Combined & Individual)	Project Director	By first 10 (three) working days of every month.
4.	Mid-term Progress Report	Evaluation of the project impacts, socio-economic conditions of the farmers	Project Director	By December 2023
5.	Draft Report	Evaluation of the project objectives, outcome, output, activities etc.	Project Director	By April 2025
6.	Final Report	Evaluation of the project objectives, outcome, output, activities etc.	Project Director	By May 2025