



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

**National Consultant (Market Linkage, Promotion and  
Postharvest Technology)**

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

**(Time Based)**

**Memo No. 12.01.0000.541.11.003.23-370**

**Date: 29-01-2024**

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**January 2024**

**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 Diversified Resilient Agriculture for Improved Food and Nutrition Security (RAINS) of Smallholder Agricultural Competitiveness Project (SACP) (DAM Part) 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 [insert date] up to [insert time] 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:

<b>Criteria</b>	<b>Points</b>
<ul style="list-style-type: none"><li>• Educational Qualification</li></ul>	<i>[25 points]</i>
<ul style="list-style-type: none"><li>• Relevant Working Experience and its adequacy for the assignment</li></ul>	<i>[60 points ]</i>
<ul style="list-style-type: none"><li>• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).</li></ul>	<i>[10 points]</i>
<b>Total points:</b>	<b>95 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points [75] 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 February-2024 at the location Dhaka. The duration of the contract shall be 29 Months from the date of commencement or as per requirement of project.



# Section 2. Terms of Reference

## 1. Background

The Smallholder Agricultural Competitiveness Project (SACP) is financed by International Fund for Agricultural Development (IFAD) which has been engaged in agriculture and rural development for 40 years in Bangladesh, aiming to provide an opportunity for further scaling-up and enhancing some of the best practices and innovations that have proven to be useful climate change adaptation responses, as well as introducing practical methods and technologies in sustainable production enhancement, post-harvest management, value chain development and public-private partnership development. Through a direct partnership with the Ministry of Agriculture, SACP is supporting the Government's strategic master plan of transforming agriculture in Southern Bangladesh. An additional Component, Diversified Resilient Agriculture for Food and Nutrition Security (RAINS) will be implemented from 2023 which will be co-funded by Global Agriculture and Food Security Program's (GAFSP) along with IFAD.

This RAINS project will help the government maintain its commitment to the goal of achieving food and nutrition security, and ensure equitable socio-economic growth for its people, despite the severe shocks of the COVID-19 pandemic and recent natural disasters. In the short term, the project will accelerate post COVID-19 recovery in the agricultural sector, which is the driving force not only for socio-economic development in the country, but also a key sector for achieving rural poverty reduction. In the medium to long-term, the project will greatly contribute to the ongoing transformation of agriculture in the country, enabling the transition to sustainable, diversified, climate-smart, nutrition sensitive and market competitive food systems. The project will also help catalyze increased private investments and public-private partnerships in this vital sector.

The RAINS project has designed on a total geographic coverage of 14 districts with about 60 upazilas in the Coastal Zone (Satkhira, Borguna, Patuakhali, Bhola, Lakshmipur), the Barind and Drought Prone Areas (Rajshahi, Chapainawabganj, Bogura, , Dinajpur), and the River Systems and Estuaries (Char) hotspot areas (Kurigram, Jamalpur, Gaibandha, , Pabna, Rajbari). 500 project unions have been selected under the 14 districts. The project is implemented by four agencies (DAE, DAM, GAIN and FAO).

### Goal

The project goal is to contribute to the public investment priority of achieving food and nutrition security resilience to environmental and economic shocks.

### Objectives

The development objective is to build sector's resilience to shocks by supporting households to increase income and improve nutrition status through diversified climate and nutrition sensitive on farm and off farm opportunities along value chains. This objective responds to the government's strategy of restoring and developing the agricultural supply chain affected by the COVID-19 crisis, effects of climate change

and the on-going Ukraine- Russia war in three major hotspots of Bangladesh (Coastal Zone, the Barind and Drought Prone Areas, and the River Systems and Estuaries (Char) hotspot areas ).

The project is implemented by two departments of MoA through two technical components supported by a project management component. Component 1 is led by the Department of Agricultural Extension (DAE) with support from Bangladesh Agricultural Research Institute (BARI). Component 2 is led by the Department of Agricultural Marketing (DAM). These two departments together form the project management component supported by technical assistance from the Food and Agriculture Organization of the United Nations (FAO) and Global Alliance for Improved Nutrition (GAIN). Diversified Resilient Agriculture for Food and Nutrition Security (RAINS) will be implemented from 2023.

## **2. Objective of the Assignment**

The overall objectives of this assignment are to assist the project management of RAINS in the promotion of market linkage, market development and post-harvest technologies in achieving the objectives as stipulated in the project document.

## **3. Scope of Services / Duties and Responsibilities:**

### **General Responsibilities:**

The general responsibilities of the National Consultant (Market Linkage, Promotion and Post-Harvest Technology) are to provide technical guidance for the implementation of RAINS project. Specifically, he/ she is expected to provide strategic guidance to the DAM components of the RAINS project work under the direct supervision of the Component Director, RAINS, DAM and in close coordination with the RAINS Project Director. Specific duties and responsibilities include the following:

### **Specific Duties and Responsibilities:**

- Review and update training manuals on market linkage, business management, entrepreneurship development, business promotion and post-harvest technologies. Consult buyers to ensure their needs and expectations are included in the manuals.
- Facilitate market linkages among producer groups, private sector and public sector.
- Identify potential market actors and business development service providers, and connect with producer's organization for assured market and services;
- Facilitate training on market linkage, promotion and post-harvest techniques. Involve private sector resource persons in the training.
- Provide technical backstopping to trained trainers during the roll out of the training programme to the beneficiaries. Participate in the field missions as necessary.
- Develop simple processing guidelines for women and youth-led small-scale food processing business models and facilitate training.

- Advise on organizing planned activities for marketing and value chain development of selected high value crops.
- Support the SMEs to develop matching grant application and its effective implementation.
- Advise the procurement process of equipment for small-scale food processing and matching grants: i.e. identify types of equipment needed, draft technical specifications, etc.
- Contribute to RAINS, DAM component progress reports regarding the relevant activities.
- Perform any other related tasks as assigned by the Component Director, RAINS/DAM.

#### **4. Qualification, Experience and Key Competencies:**

##### (i) Academic qualification:

- Bachelor with Honors and Master's Degree in Horticulture/Agricultural Economics/Economics/ Food Science & Processing/ Marketing from any reputed university.
- The candidate must be trained in market-oriented agriculture or post-harvest management.

##### (ii) Work Experience:

- Minimum 10 years' work experience in agriculture & related fields of which at least five (5) years' of relevant professional experience in the field of agriculture value chain, market development, and/or post-harvest management and reporting in an international development setting, preferably with large projects.
- Outstanding understanding of the market linkage and promotion, value chains (VCs) concept and experience in developing high value crop VC and post-harvest management in Bangladesh.
- Previous experience in working with private sector in Bangladesh, specifically in agribusiness and rural development.
- Knowledge of marketing tools and techniques, and practice in designing marketing strategies for agriculture sector in Bangladesh.
- Familiarity with the matching grants modality and VCs development.
- Experience in designing and delivering training for different types of audiences.
- Working knowledge of English and Bangla

##### (iii) Key Competencies:

- Strong background of market linkage development and promotion and/or post-harvest management of HVCs.
- Experience in value chain development, market system development projects and post-harvest technologies.
- Demonstrable knowledge and experience in working with agricultural value chain and market system development projects in Bangladesh.
- Ability to develop training manuals and deliver training sessions,

- Experience in working matching grants modalities and private sector engagement.
- Work effectively and collaborative with government officials and diverse range of counterparts and stakeholders with humility and act as a mentor to other component staff and director.
- Excellent computer literacy on Microsoft Office, particularly Excel and Access, and Kobo/ODK is required.
- Excellent written and verbal communication skills in English and Bangla
- Willingness to work as a team member with multicultural and multidisciplinary team of experts.
- Willing to undertake intensive field works.
- Ability to work independently and proceed with objectives of the assignment work under pressure and meet deadlines.
- Self-motivation, willingness to learn and good work ethics.

(iv) Age:

Not more than 55 years old on the last date of application submission. Female candidates are encouraged to apply.

### **5. Key performance indicators:**

The consultant will be responsible for the following deliverables:

- Market linkage and promotion guideline developed
- Training report on market linkage, promotion and post-harvest management prepared.
- Assistance and advising the Project management unit on market linkage, promotion and post-harvest management
- Timely preparation of technical project progress reports
- Plan, organize, manage and provide technical guidance on market linkage, promotion and post-harvest management for the implementation of the project
- Field visit reports
- End of Assignment report.
- Preparation of Project Completion Report (PCR)

### **6. Duration of Assignment**

The duration of the service assignment with the successful applicants will be for the project period from January 2024 to 30 June 2026 or as per requirement of the project. An annual renewal of contract will be conducted based on the satisfactory performance of the consultant.

### **7. Institutional Arrangement**

The National Consultant (Market Linkage, Promotion and Post-Harvest Technology) (full time) will work at the Project Office (PO) of RAINS in Sech Bhaban (5th Floor), 22 Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh, and will report directly to the Component Director (DAM). The incumbent will work closely with Deputy Component Director and other consultants working at the PMU. The consultant is expected to undertake the activities (scope of services) mentioned in the ToR in

order to achieve the stated objectives. Under this consultancy services, travels are being envisaged. However, travels necessary for the exigencies of services to achieve the desired objectives, may be undertaken but with prior permission of the Component Director (DAM). The consultant has to visit at least two (2) times in a month in the project areas (Southern part and Northern Part) and the consultancy fee should be inclusive of DSA and travel cost.

#### **8. Tentative Payment Arrangement**

The contract will be based on monthly payment and applicable VAT/TAX will be deducted as per rules and regulations of the Government of Bangladesh.

## **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:

The Component Director  
Smallholder Agricultural Competitiveness Project (SACP) (DAM Part)  
Sech Bhaban (5th Floor), 22 Manik Mia Avenue,  
Sher-e-Bangla Nagar, Dhaka-1207

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:

- 1.
- 2.
- 3.
- 4.
- .....

## 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>				
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<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>											
9	COUNTRIES OF WORK EXPERIENCE													
10	EMPLOYMENT RECORD <i>[starting with present position list in reverse order [every employment held and state the start and end dates of each employment]</i>	<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>[The Applicant should clearly indicate the Position held and <b>give a brief description of the duties</b> in which the Applicant was involved].</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">EMPLOYER 1</td> <td style="width: 30%;">FROM: <i>[e.g. January 1999]</i></td> <td style="width: 30%;">TO: <i>[e.g. December 2001]</i></td> </tr> <tr> <td>EMPLOYER 2</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 3</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>EMPLOYER 4 (etc)</td> <td>FROM:</td> <td>TO:</td> </tr> </table>	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:
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.**

**(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.

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| 4. Applicable Law               | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh   |
| 5. Governing Language           | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.  |
| 6. Modification of Contract     | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.   |
| 7. Ownership of Material        | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.<br><br>7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.   |
| 9. Contractual Ethics           | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.   |

## Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk *[insert amount]*, which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex 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;
- or
- Daily rate:** The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave
- or
- Hourly rate:**The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.
12. 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.

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| 17. Contract Administration                            | <p><b>17.1 Client's Representative</b></p> <p>The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> <p><b>17.2 Timesheets</b></p> <p>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.</p>                                   |
| 18. Confidentiality                                    | <p><b>18.1</b> 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.</p>   |
| 19. Consultant's Liabilities                           | <p><b>19.1</b> 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.</p> <p><b>19.2</b> 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.</p> |
| 20. Consultant not to be Engaged in Certain Activities | <p><b>20.1</b> 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.</p>  |

## **Obligations of the Client**

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| 21. Services, Facilities and Property | <p><b>21.1</b> 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.</p> |
|---------------------------------------|--|

## **Termination and Settlement of Disputes**

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|------------------------|--|
| 22. Termination        | <p><b>22.1 By the Client</b></p> <p>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.</p> <p><b>22.2 By the Consultant</b></p> <p>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.</p> |
| 23. Dispute Resolution | <p><b>23.1 Amicable Settlement</b></p> <p>The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>   |



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

*(a) Address of the Client:*

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

*(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 Assistant(s)/Support staff;*
  - Office equipment like computer, printer etc;*
  - Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.*
  - 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 [ <i>state monthly, daily or hourly</i> ] rate		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)				
<i>Supporting documents and vouchers must be attached with the invoice</i>		Sub-total (B) =		

<b>CONTRACT CEILING (A) +(B)=</b>	<b>Total =</b>
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**ANNEX C: Consultant's Reporting Obligations**  
(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report			
2	Interim Progress Report (a) First Status Report (b) Second Status Report			
3	Draft Report			
4	Final Report			

## Advertisement for Request for Expression of Interest (EOI) for Selection of Individual Consultant (National)

1.	Ministry/Division	:	Ministry of Agriculture
2.	Agencies	:	Department of Agricultural Marketing (DAM)
3.	Procuring Entity Name	:	Component Director, SACP (DAM) Sech Bhaban (5 <sup>th</sup> Floor), 22 Manik Mia Avenue, Dhaka-1207
4.	Procuring Entity District	:	Dhaka
5.	Expression of Interest for selection of	:	Individual Consultant (National)
6.	Procurement Sub-Method	:	Selection of Individual Consultant (SIC)
7.	Approximate Remuneration /month	:	As per approved Development Project Proposal (DPP) including all reimbursable (DSA, TA and any other relevant expenditure), Taxes & VAT.
8.	Budget and Source of Funds	:	IFAD & GOB
9.	Project Name	:	Diversified Resilient Agriculture for Improved Food and Nutrition Security (RAINS) of Smallholder Agricultural Competitiveness Project (SACP) (DAM Part)
10.	Place of EOI	:	Office of the Component Director, SACP, Sech Bhaban (Level-6), 22 Manik Mia Avenue, Dhaka-1207, Document can be collected and submitted from on or before 21/02/2024 during Office time.
11.	EOI Closing Date & Time	:	2.00 pm on 21/02/2024
12.	EOI Opening Date & Time	:	2.30 pm on 21/02/2024
The Government of the People's Republic of Bangladesh has received credit and Grant from International Fund for Agricultural Development (IFAD Loan No. 2000002293 and IFAD Grant No. 2000002294 & 2000004597) towards the cost of Diversified Resilient Agriculture for Improved Food and Nutrition Security (RAINS) of Smallholder Agricultural Competitiveness Project (SACP-RAINS) in Bangladesh and intends to apply a part of the proceeds to cover eligible payments under the contract for the provision of individual consultant services of 01 consultant for Project Office (PO) of SACP-RAINS (DAM).			

The detailed information is given below:

Package. No.	Name of Position	No. of Position	Duration	Qualification	Required Experience & Scope of Services
SACP/RAINS/DAM/Consultant/S D-10/ 2023-24	National Consultant (Market Linkage, Promotion and Postharvest Technology)	01 (One)	February, 2023 to 30 June, 2026 or as per requirement of the project	Bachelor with Honors and Master's Degree in Horticulture/Agricultural Economics/Economics/ Food Science & Processing/ Marketing from any reputed university.	Detailed information about Experience and Scope of Services are available in ToR.

Component Director, SACP-RAINS (DAM Part) now invites eligible applicants to express their interest (EOI) in providing the services. Applicants are advised to provide information indicating that they are qualified to perform the services (Completed CV in prescribed format with other details as applicable). The soft copies of ToR, application forms and format of CV are available in the websites of DAM: [www.dam.gov.bd](http://www.dam.gov.bd), SACP: <http://sacp.dae.gov.bd> and CPTU: [www.cptu.gov.bd](http://www.cptu.gov.bd). Detailed required academic qualification, experience and scope of works are given in ToR. The soft copy of ToR, application forms and format of CV may also be obtained from the office mentioned above during office hours on all working days up to 18 February, 2024.

Candidates would be short listed according to the ToR which specifies the tasks to be carried out and required qualifications, experiences and other conditions. Short listed candidates will take practical qualification test and only successful candidates will then be interviewed. According to the requirement of the IFAD mentioned in the Project Design Report (PDR), the CVs of the top three candidates would be sent to IFAD for approval prior to their appointment.

**One original & 02 (two) hard copies and soft copy of Expression of Interest (EOI)** must be submitted by the applicants before 21 February, 2023 by 2.00pm in a sealed envelope delivered to SACP-DAM Project office above mentioned address and be clearly marked Expression of Interest for the position of National Consultant (Market Linkage, Promotion and Postharvest Technology). The soft copy may also be sent by email ([cdsacpdam@gmail.com](mailto:cdsacpdam@gmail.com)).

**According to IFAD global practice and applicable recruitment procedure, young professional men and women are highly appreciated to apply. Female candidates are also encouraged to apply. The age limit of the candidates to apply for the above position should not be more than 55 years old on the last date of application submission. The candidates who have working experience in IFAD-Financed project will be given preferences.** Any kind of persuasion will be treated as ineligibility of the candidates. Persons who are in service should submit application through proper channel, otherwise applications will be rejected.

The procuring entity reserves the right to accept or reject any or all EOIs without showing any reason whatsoever.

Signed/-

Dr. Mohammed Razu Ahmed  
Component Director  
Diversified Resilient Agriculture for Improved Food and Nutrition  
Security (RAINS) Project  
Department of Agricultural Marketing