



**Government of the People's Republic of Bangladesh
Livestock and Dairy Development Project (LDDP)
Department of Livestock Services (DLS)
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**Standard Request for Application (SRFA)
Selection of Individual Consultant (National)**

(Time Based)

**Selection of Environment and Social Safeguard Specialist
(National)**

(Package No.: DLS/LDDP/SD-34)

August 2017

PS4

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.

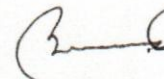


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Section 1: Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client has been allocated Public fund for “Formulation of Sectorial Plan and Capacity Development of Concerned Officials for More Effective Public Investment” 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 **13.04.2020 (Monday)** up to **12:00 PM** Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

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



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

Criteria	Points
• Educational Qualification	20 points
• Relevant Working Experience and its adequacy for the assignment	65 points
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	15 points
Total points:	100 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 80 (Eighty) shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of minimum three (3) and maximum Eight (8) 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.

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 finalize the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 **The Financial negotiations will involve the remuneration and other reimbursable cost 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

The applicant is expected to commence the assignment on May, 2020 at PMU, LDDP. The duration of the contract shall not be more than for 48 months/each or as per requirement of PMU from the date of commencement for **Environment and Social Safeguard Specialist (National)=01 Position (SD-34)**




Section 2: Terms of Reference

Individual Consultants: Environment and Social Safeguard Specialist (National)

Project Background

Project Context

Agriculture including livestock was the backbone of Bangladesh economy at the time of its independence since about half of its gross domestic product (GDP) would come from this sector. Due to structural change of the economy over the years, contribution of agriculture to GDP has declined. Despite a relatively lower contribution to the national GDP, importance of livestock sub-sector is still very critical from the point of its role to ensure food security, balanced nutrition, cognitive capacity development, employment generation, poverty reduction, improvement of soil fertility, gender development and supplementation of fuel/energy by biogas prepared from cow dung. Besides, this sub-sector could be one of the major suppliers of raw materials for agro-based industries and could contribute significantly to export earnings of the country. About 80% workers are engaged in livestock activities particularly in the rural areas of the country for their livelihood and 70% of them are unpaid family members. The country is having experience of highest cattle density in the world (145 large ruminants/sqkm (2010) with the possibility of yield improvement which is an opportunity to further increase livestock production. Other opportunities are the country is blessed with the exclusive Black Bengal Goat; rising demand for milk and milk products and meat; low input cost, competitive value chain. Moreover, introduction of new technologies which can expand the scope of growth through ultra-high temperature (UHT) milk, milk powder, yogurt, flavoured milk products and other popular products with increasing consumer demand.

Bangladesh frequently experiences natural calamities which have direct impact on agriculture sector particularly the livestock sub-sector. Besides, this sub-sector faces some other common problems such as breeds with low productivity; shortage and poor quality of feed and fodder; incidence of diseases; limited post-harvest and market infrastructure; lack of food safety and quality control measures; low level of products diversification; poor level of value chain system; absence of cattle insurance; very limited or lack of initiative of climate smart livestock production; insufficient facilities of livestock research and extension; poor level of skills of the farmers, processors and businessmen involved in livestock activities.

Although there is an increasing trend in livestock production, the country is still running with shortage of milk and egg but slightly surplus in meat production by 0.019 MT. In spite of that, the majority of the people do not have economic access to food from animal sources for consumption at their household level which might have negative impact on nutrition situation probably as manifested by stunting (36%), wasting (14%) and underweight (33%) among the pre-schoolers. Thus, there is an urgent need for increasing the availability and accessibility of food from animal source, through domestic production which could fulfil not only the country's requirement but also earning foreign exchange through export to other countries either as raw and or as processed food. Meanwhile, an increasing demand has been created particularly for milk due to its diversified use as ghee, butter, yogurt, chees, etc. and meat due to its diversified use as processed food such as smoked roasted beef, beef pepperoni, beef bacon, beef sausage, meat sandwich, chicken nuggets, chicken sausage, chicken meat ball, chicken fritz, quick fry chicken fillet, smoked chicken, and the like.

Overview of the sector

- a. **The livestock value-chains in Bangladesh are largely informal.** Mixed livestock production systems are predominant. There are considerable numbers of cattle and buffaloes and most farmers keep small animals (sheep and goats) and poultry. The livestock

supply chains in Bangladesh largely depends on the smallholders, who are mostly practicing subsistence farming and do not have capacity to supply quality and quantity to meet the demand for the livestock industry. The red meat value chain is the least developed, with only two formal meat processing enterprises operating in the country, whereas the poultry chain is the most commercially developed. The milk supply chain provides a mixed picture, as milk not consumed by the farm households is supplied to informal traditional markets (>80%), while the rest enters a much smaller, but growing formal commercial processing and distribution circuit (5%).

- b. Despite informality, small-holder producers are engaged in commerce and contribute into private sector led value chains.** Many small holder producers in the livestock value chains depend on surplus production being sold to neighbours, markets or off-takers for improved livelihoods and income. Whether formally registered as a business or not, the small holders are de facto private sector actors. They engage in sales of surplus product and thus connect to a large and complex supply chain that include: feed manufacturers, health service providers, artificial insemination providers, logistics and transport providers, processors, retail and wholesale sales agents and exporters.
- c. Dairy production is dominated by small scale mixed crop-livestock units, typically with very low productivity levels.** These dairy production units commonly comprise 1-3 local/nondescript milking cows producing less than 480 liters per cow per annum. Total milk production is approximately 7.27 million tons per the Department of Livestock Services (DLS) (2016).
- d. Beef accounts for about 65% of total meat produced (including goat and poultry).** Animals are generally stall-fed or graze around the homestead, in small family-based production units. Goat meat, also mostly based on small family-based production units, contributes about 5% to national meat output but the goat population has been growing rapidly (nearly 30 % over the last 10 years).
- e. Poultry production continues to thrive.** The poultry industry is moving towards self-sufficiency in meeting local demand for meat and eggs. A significant part of the broiler market (~ 40 %) is dominated by a more resilient locally bred Sonali chicken, which sells for a much higher price (>40 % more) and is suited to backyard / semi-intensive production. The broiler industry now depends on imported maize and protein grains for formulating high performance feeds.
- f. Women are heavily involved in the livestock sector.** Women comprise 68 % of agricultural labor force. They tend to be involved in home-based activities such as feeding and milking of cows as well as raising small ruminants and backyard poultry. Women's involvement in marketing is limited due to traditional norms that restrict their mobility outside the homestead.

Project Description

The LDDP project seeks to promote climate resilient productivity growth, enhance market access, and improve risk management among smallholder farmers and Agro-entrepreneurs, by providing support for climate smart production systems, farmer empowerment and commercialization.

The project will foster a market-led transformation of livestock production, while ensuring that the supply response to growing demand is sustainable, inclusive, safe, and environmentally conscious. To this end, the project will improve the ecosystem for value chain development by financing key infrastructures including markets, and access to market, insurance and financial products and services, capacity building and knowledge.



Climate resilient livestock production systems will be developed through the promotion of appropriate climate smart agriculture (CSA) practices addressing feeding strategies, animal health and welfare, animal husbandry and breeding, as well as manure and waste management (including production of energy), improved storage and processing. The project will build on existing experience to foster the generation of renewable energy from solar and livestock manure sources.

The project is designed and will be implemented taking into consideration the different gender roles. The project will actively pursue the participation of women across all project components

Project objectives:

The project development objective is to improve productivity, market access, and resilience of small-holder farmers and agro-entrepreneurs operating in selected livestock systems and value chains in target areas.

Key expected results

- Farmers adopting improved agricultural technologies (following CSA principles) [core indicator] (50% female).
- Increased productivity of targeted species by direct beneficiaries (aggregated over cattle, buffalo, goat, sheep and poultry).
- Increase in market access reflected in increased sales (milk and/or processed milk products, live animals and meat, and egg) among the livestock producers and value chain actors in project areas (40% for female).
- Farmers, value chain actors have adopted either food safety standards and/or traceability system, and/or livestock insurance (including climate induced risks) (50% of female benefit)

Project Components:

- Productivity Improvement
- Market Linkages and Value Chain Development
- Improving Risk Management and Resilience of Livestock Production Systems
- Project Management

Objectives of the Assignment

Because of the project size and diverse nature of activities, the Project Management Unit (PMU) will have to perform large number of tasks through directly hired consultants, and outsourced consulting firms through various cost centres. The objective of this assignment is to manage, facilitate and coordinate all activities related to Environment and Social Safeguards. Consultant will work in close collaboration with other members of the PMU as a team under the overall supervision of Project Director in developing required outputs and the services required.

Scope of Services, and Tasks

Environment and Social Safeguard Specialist will be appointed at the headquarters of DLS and s/he will provide co-ordination, technical support and services to implement, manage and update the ESMF/ESMP. The specialist will work closely with Social and Gender Specialist and together lead the process of environmental and social screening and prepare TORs and hire consultants for preparing ESIA's. S/he will also review of ESIA's and forward to the World Bank for review and approval. The specialist will also lead the monitoring of implementation and supervision of the environmental mitigation measures in site selection, design and implementation physical works under the project.

The E&S Safeguards Specialist will be responsible to work with project beneficiaries and local communities and to ensure safeguard's provisions of the project are properly integrated in the activities during implementation and where possible, enhance the environmental and social developments and support effective operation of infrastructure projects. S/he will coordinate with Gender and Social Specialist to facilitate Social impacts of the project.

The E&S Safeguards Specialist will be responsible to help PMU in proper implementation of the project ESMF primarily covering the following tasks:

- 1) Review and help PMU to institutionally internalize the project ESMF, RPF, SECDF and PMP in view of the relevant national legal framework and environmental and social safeguards policy requirements of the World Bank;
- 2) Identify scope and areas of application of the ESMF, RPF, SECDF and PMP in project process including responsibility of the PMU;
- 3) Review, update and coordinate with project schedules for selection, design and implementation of civil works and other tasks, vis-a-vis the process tasks required for land taking, and preparation and implementation of environmental and social management plans;
- 4) Contribute in translation of the ESMF, RPF, SECDF and PMP and disclosure of the same across the project area using appropriate communication method;
- 5) Review the process for site selection, design and civil works construction and the activities for community consultation, environmental screening and impact assessment, and related reports and plans;
- 6) Review bidding documents of civil works to incorporate environmental compliances and Environmental Health and safety points.
- 7) Design and develop environmental safeguards compliance supervision and monitoring system and ensure regular data collection on the monitoring indicators as the project progresses;
- 8) Monitor the fulfilment of the site-specific environmental safeguard policy requirements with respect to all project activities;
- 9) Develop specific guidance and analysis to ensure adherence to environmental safeguard policies that will include issues related to environmental and social impact assessments, natural habitats, pest management, forests, etc.;
- 10) Obtain all relevant government clearances on Environment Safeguards from Department of Environment (DoE);
- 11) Ensure the project reporting on safeguards related components are in conformity with the requirements of the ESMF and any other relevant agreements;
- 12) Provide support to Social and Gender Specialist and project staffs for planning, implementing and ensuring environmental and social safeguard compliances as per ESMF adopted for the project;
- 13) Review and approve all safeguard documents which will be prepared during project implementation and forward to World bank for their review, guidance and clearance;
- 14) Together with Social and Gender Specialist to design and develop public consultation and engagement plan and participate in public consultations, disclosure workshops and stakeholder engagement process;
- 15) Assist Social and Gender Specialist to oversee labour management planning and labour audits and reflect findings and recommendations in the monitoring reports.
- 16) Organize and supervise the preparation of environmental impact assessments, measures for mitigating and management of social risks, and monitoring of social safeguards' action planning;

- 17) Contribute in design and conduct of training for the project staff, conduct environmental and social due diligence and compliance reviews; and
- 18) Assist in PMU in establishing GRM and its operation helping the communities and any affected persons;
- 19) Review Grant Applications on environmental sustainability and assess environmental impacts;

Contribution in Deliverables

- Work program on environmental and social management of project activities.
- Technical assistance on the compliance of environmental safeguards in all project activities;
- Safeguards Compliance Monitoring templates;
- Integration of safeguard good practices in the project activities;
- An internal environmental and social guidelines document
- An annual Safeguards Review and Compliance Monitoring Report;
- Training modules for Capacity Development of DLS officials and other stakeholders on safeguards
- Input of appropriate performance and monitoring indicators into the Monitoring and Evaluation (M&E) Framework of the project
- Quarterly progress reports and audits of compliance;
- Field Mission Reports

Duration of Assignment

The duration of the contract will be 48 months (or as per PMU requirement) extendable based on consultant's performance and project deeds. However, the duration of the assignment may be increased or reduced according to the availability of the consultant, project needs and budget.

Transfer of Services (training) where appropriate

The incumbent will work with DLS officials and the participating other parties about the need for ensuring environmental and social safeguards are followed. As a part of this exercise, how to monitor and report on the compliances will also be transferred to the parties involved in the implementation of the LDD Project.

Data, Personnel, Facilities and Local Services to be Provided by the Client

The PD will arrange all necessary information relevant to the consultant to fulfil this assignment. Personal office space and necessary logistical supports will be provided from the project.

Institutional Arrangement

The consultant will be based at the LDDP PMU in Dhaka and will report directly to the Project Director. The Individual Consultant will work closely with other consultants working at the PMU and departmental officials. 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 travels are being envisaged. However, travels necessary for the exigencies of services to achieve the desired objectives, may be under taken but with prior permission of the PD and in such cases only the actual costs will be reimbursement.

The deliverables will be submitted on time by the consultant to the PD and CTC, LDD Project, DLS, Dhaka Bangladesh.

9. A consultant will be selected following the selection of Individual Consultants Method as set forth in the World Bank Procurement Regulations for IPF Borrowers, July 2016 revised November 2017.

10.0 Position Requirements

10.1 Required qualifications:

- Master's Degree in Environmental Science/Animal science/Agricultural Science/ or any other relevant subject;
- 20 years of general experience with minimum 10 years progressive work experience in environmental assessment and safeguard related activities;
- At least 5 years' experience in donor assisted development projects or activities;
- Knowledge of GoB policies, acts, rules and regulations relevant to fisheries, environment, agriculture, land acquisition and social aspects;
- Knowledge on World Bank's Operation Policy (OP) and Bank Procedures (BP) relevant to environmental and social screening and safeguard measures;
- Strong analytical skills with ability to analyse social and environmental data;
- Proven experience in formulating, assessing, and reviewing environmental safeguards compliance documents;

10.2 Preferred qualifications

- Candidate having PhD with extensive field experience;
- Previous experience in developing and/or implementing environmental and social safeguard strategies for organizations or projects;
- Very good inter-personal skills and demonstrated ability to engage and work with local communities;
- Proven ability in communication and networking, negotiations and mediation
- Work experience with environment, livelihood, Alternative Income Generating Activities (AIGA), and compliance to relevant safeguard measures in GoB/ donor funded project;
- Excellent working knowledge of English & Proficiency in computer application and information technology;
- Experience in carrying out stakeholder consultations and organizing environmental and social safeguards training workshops/seminars.
- Experience in relevant field with IDA funded project.

10.3 Languages

Fluency in written and spoken Bangla and English is required with Computer Efficiency.



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
Livestock and Dairy Development Project (LDDP)
Department of Livestock Services
Krishi Khamar Sarak, Farmgate, Dhaka

Dear Sir:

I am hereby submitting my Application to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for Application dated [Insert date, month and year].

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:

Email:

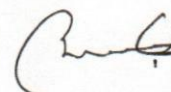
Attachment:

- 1.
- 2.
- :
- :
- :
- Etc.



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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>												
2	NAME OF PERSON :	<i>[state full name]</i>												
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>												
4	NATIONALITY :													
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>												
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant]</i>												
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>												
8	LANGUAGES & DEGREE OF PROFICIENCY	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Language</u></td> <td style="text-align: center;"><u>Speaking</u></td> <td style="text-align: center;"><u>Reading</u></td> <td style="text-align: center;"><u>Writing</u></td> </tr> <tr> <td style="text-align: center;"><i>e.g. English</i></td> <td style="text-align: center;"><i>Fluent</i></td> <td style="text-align: center;"><i>Excellent</i></td> <td style="text-align: center;"><i>Excellent</i></td> </tr> </table>	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>	<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>				
<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>											
<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>											
9	COUNTRIES OF WORK EXPERIENCE													
10	EMPLOYMENT RECORD <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 give a brief description of the duties 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

[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].

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

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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)

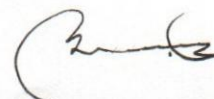
	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance			
(b) Air Travel Costs			
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (<i>to be listed</i>)			
		Sub-total	

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.

- | | |
|---------------------------------|--|
| 4. Applicable Law | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh |
| 5. Governing Language | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. Modification of Contract | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. Ownership of Material | 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

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



Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly/daily/hourly [delete those inappropriate]
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
- 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.

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:

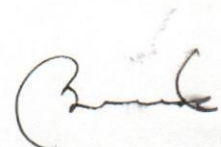
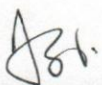
The following documents forming the integral part of this contract shall be interpreted in the following order of priority:

(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

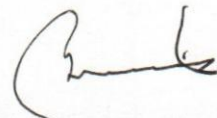


ANNEX A: Description of the Services

[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 [state monthly, daily or hourly] 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) =		

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