



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

Preliminary Working Draft

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

**Department of Environment
Paribesh Bhaban, Agargaon, Sher-e-Bangla Nagor, Dhaka-1207
Ministry of Environment, Forests & Climate Change**

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 Consultant shall be employed in accordance with Section 38 of the Public Procurement Act 2006 and Rule 112 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 payment is linked to reports/deliverables prepared and submitted by the Consultant on specific dates i.e. **payment related to milestone basis**.

Lump sum based contracts are not commonly used in the selection of Individual Consultants. Lump sum based contracts are recommended when the Scope of the Services is clearly defined and Consultant's remuneration is linked to the delivery of certain outputs, usually reports, etc. A major advantage of the **lump-sum** contract is the simplicity of its administration; the Client needs only to be satisfied with the output.

SRFA (PS3) 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 (PS3), 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(PS3) duly tailored may also be used for the purpose of Single Source Selection Method.

The following briefly describes the Section of SRFA (PS3) and how a Client should use these when preparing a particular request for Applications.

Section 1: Information to the Applicants

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

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

Section 2. Terms of Reference

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

Section 3. Application Forms

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

Section 4. Contract Agreement Forms

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

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Section 1. Information to the Applicants

A. General

1. Scope of assignment
 - 1.1 The Client as been allocated Public fund for(*Name of the 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 [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:

Criteria	Points
• Educational Qualification	<i>25 points</i>
• Relevant Working Experience and its adequacy for the assignment	<i>60 points</i>
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	<i>10 points</i>
Total points:	95 points

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

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

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

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

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

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

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

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

9. Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the “Terms of Reference”, work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as “Description of Services”
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

10. Award of Contract
- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
11. Debriefing
- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
12. Commencement of Services
- 12.1 The applicant is expected to commence the assignment on 01/02/2023 at the location DoE, Dhaka. The duration of the contract shall be 24 Months from the date of commencement.

Section 2. Terms of Reference (ToR) for Law Advisor

Background and general descriptions:

The Department of Environment (DoE) is responsible for environment conservation and pollution control in Bangladesh. With a view to ensuring environmental conservation in the country DoE enforces environmental Acts, rules and regulations such as Bangladesh Environment Conservation Act, 1995 (Amended 2010), Brick Manufacturing and Setting up of Brick kilns (Control) Act, 2013 (Amended 2019), Bangladesh Biological Diversity Act, 2017, Environment Conservation Rules, 1997, Noise Pollution (control) Rules, 2006 and Environment Court Act, 2010 etc.

The Department of Environment file cases to the Special Magistrate Court and the Environment Court against the persons or organizations those violate the environmental Acts, rules and regulations. On the other hands for execution of environmental rules and regulations by the Department of Environment aggrieved organizations or persons file Writ Petition in the Hon'ble High Court Division of Supreme court of Bangladesh. At present Department of Environment is handling around **1325 Writ Petitions** in the Hon'ble High Court Division of Supreme court of Bangladesh and **590 cases** at Special Magistrate Court and **934 cases** at Environment Court. The Number of writ petitions and cases are increasing day by day and becoming a major challenge to handle this issue properly. Department of Environment prepares all documents and affidavit-in-compliance also handling this matter through public prosecutor and Attorney General Office.

At present, the Department of Environment required qualified Law Advisors to handle the issues related to Writ Petitions and other legal matters more efficiently and timely. The Department of Environment expects that, lawyers can provide instant required services regarding issues with wide range and guide us to take the appropriate steps to handle the legal matters effectively and efficiently. Therefore, DoE has initiated to appoint **Law Advisor** as consultant who can provide legal advisory support in delivering its role and responsibilities.

2. Objectives:

The objective of this assignment is to deal with the Writ Petitions, cases and others legal issues of DoE judiciously and efficiently in order to dispose of the DoE related Writ/Case timely.

3. Duration of the service Contract:

Duration of the service Contract will be **02 (Two)** years. But duration may increase or decrease depending on the needs and satisfaction of the services provided by appointed Law Advisor.

4. Duties and responsibilities:

The Law Advisors will work together in partnership with the officials of the Department of Environment, panel lawyers and government prosecutors of Hon'ble High Court Division and Appellate Division of Supreme court. The services to be provided such as drafting and preparation of Para-wise reply/affidavit-in-compliance on the Rule Nisi, the orders, revisions, affidavits, petitions, and objection must be within the time specified in the court's order. Law Advisor will report to the Director General/Director (Law) of Department of Environment. Law Advisor will work closely with Law section to undertake or provide legal services on the areas set out (but not limited to) below:

(a) Hon'ble Appellate Division of Supreme Court:

Activities involves in the Appellate Division are as follows-

1. Perusal of papers, consultation and discussion for preparation of leave to appeal and revision.
2. Drafting for filing cases for civil revision of writ petition, review petition and appeal, affidavits, applications, vacating stay petition etc including typing, printing and filing (mandatory).
3. Filing of Civil Miscellaneous Petition (CMP) or Civil Petition for Leave to Appeal (CP).
4. Formal appearance in The Court/in Chamber Judge hearing including filing power, documents obtaining permission, mentioning or fixing dates or attending court.
5. Withdrawing the certified copy of the judgment, order and other documents (as required).
6. Other relevant legal supports when required.

(b) Hon'ble High Court Division of Supreme Court:

Activities involves in the high court are as follows-

1. Perusal of papers, consultation and discussion for preparation of Writ Cases and other cases.
2. Preparation of Para-wise reply/Statement of facts for rule nisi/the appeal/revision/affidavit-in-opposition/affidavit-in-compliance/petition/ objection etc including typing, printing and filing (mandatory).
3. Formal appearance in the Court including filing powers and documents, mentioning, fixing the matter in court or attending court for hearing in civil/criminal/writ matter/contempt proceeding (as required).
4. Withdrawing the certified copy of the judgment, order and other documents (as required).
5. Providing legal opinion in other activities such as agreement, drafting laws and rules etc (as required).
6. Withdrawing the certified copy of the judgment, preliminary decree or final decree and other documents (as required).
7. Other relevant legal support when required.

(c) The Environment Court/Special Magistrate Court/ Administrative Tribunal/ Administrative Appeal Tribunal etc:

Activities involves in Environment Court/Special Magistrate Court/ Administrative Court are as follows-

1. Consultation and discussion for preparation of Investigation report/Charge Sheet/Cases etc.
2. Formal appearance in Court for hearing in Administrative or Environment related cases proceeding (as required).
3. Withdrawing the certified copy of the judgment, order and other documents (as required).
4. Other relevant legal supports when required.

5. Deliverables for individual Law Advisor:

No	Deliverables	Frequency / Time
1	Progress and status Report on assessment of overall performance over the month	Report have to be submitted Monthly to Director General, DoE.
2	Report on update of the writ petitions that have been heard in the last 6 months in different Court.	Report have to be submitted in every 6(six) months to Director General, DoE.
3	Other Reports to be assigned by Department of Environment (DoE)	As per instruction by Director General or an officer authorized by him.

6. Selection Criteria

Applicants meet the following requirements are encouraged to apply

- Minimum LLB (Hon's) Degree from UGC recognized any University.
- Minimum 15 (fifteen) years experiences as Advocate ship in Supreme Court of Bangladesh and at least 10(ten) years experiences as law officer with the Government/semi Government/Autonomous organization in Bangladesh.
- Applicant must have Bar Council Enrollment Certificate for Hon'ble High court Division.
- Applicant having Enrollment in the Hon'ble Appellate Division will get privilege.
- Applicants having 02 (two) year of experience in handling environmental cases in High Court Division will get privilege.

7. Location(s) and facilities provided to the consultant by the client:

The appointed Law Advisors shall perform duties in the Hon'ble Appellate Division and Hon'ble High Court Division of Supreme Court, Environmental Court, Special Magistrate Court, Administrative Tribunal, Administrative Appeal Tribunal in Dhaka. Besides, various cases need to be discussed with the concerned officials including the Director General of the Department of Environment (DoE) at Poribesh

Bhabhan, Dhaka. Necessary documents will be provided from the Department of Environment for response to the case or preparation of documents or affidavit-in-compliance. The duty and responsibilities of the appointed Law Advisors shall be allotted by Director General or an officer authorized by him. Without informing Director General or Director (Law) appointed lawyers cannot appear in court for hearing in any writ petition or Cases. The appointed Law Advisor will receive a fixed remuneration per month as per the contract for enrollment. In addition, bill will be paid on a monthly basis by calculating the prescribed Fee for each activity performed per month.

8. Estimated volume of various activities for Per Law Advisors per year is as follows. Activities volume may increase or decrease per year:

Sl. No	Name of Activities	Unit of activities or cases	Total Estimated No. activities or cases for per Law Advisor per year
1	Drafting, preparation and filing of Para-wise reply/ Statement of facts for rule nisi/the appeal/revision/affidavits-in-compliance/ petition/ Interim application in pending matters/ objection affidavit in opposition writ petition/review petition/applications/ vacating stay petition etc. <u>(including typing, printing, formatting and filing.)</u>	No.	80
2	Withdrawing the certified copy of the judgment/ order/preliminary decree / final decree / other documents on the basis of judgments paper size (up to 3 pages)	No.	10
3	Withdrawing the certified copy of the judgment/ order/preliminary decree / final decree / other documents on the basis of judgments paper size (Above 3 pages)	No.	10
4	Withdrawing the certified copy of the judgment/final decree/ other documents on the basis of judgments (up to 150 pages)	No.	10
5	Formal appearance in the court including filing powers and documents/ mentioning/ fixing the matter in court or attending court for permission regarding in civil/criminal/writ matter/contempt proceeding and hearing.	No.	150
6	Providing legal opinion in other activities such as agreement/drafting laws/ rules /Other relevant legal supports.	No.	5

7	Court Appearance in High Court division with hearing for Single Case (per day)	No.	100
8	Court Appearance in High Court division with hearing for bundle Cases (per day)	No.	60
9	Court Appearance in High Court division without hearing (per day) [If the cause list is in the order of 1-50 (for hearing) and there is no hearing, then the bill is due]	No.	50
10	Filing of Civil Miscellaneous Petition (CMP) and Civil Petition for Leave to Appeal (CP) with paper book	No.	5
11	Court Appearance in appellate division with hearing (Single case)	No.	20
12	Court Appearance in appellate division without hearing (single case)	No.	10

Deliverables for Law Advisor

No	Deliverables	Unit	Estimated No. of reports for Per Law Advisor per year
1	Progress and status Report on assessment of overall performance over the month	No.	12
2	Report on update of the writ petitions that have been heard in the last 6 months in different Court.	No.	2
3	Other Reports to be assigned by Department of Environment (DoE)	No.	2

NB: Concern Reports must be accepted by the Client.

Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable

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Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:

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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>												
2	NAME OF PERSON :	<i>[state full name]</i>												
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>												
4	NATIONALITY :													
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>												
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>												
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>												
8	LANGUAGES & DEGREE OF PROFICIENCY	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Language</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Speaking</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Reading</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Writing</u></th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;"><i>e.g. English</i></td> <td style="padding-left: 20px;"><i>Fluent</i></td> <td style="padding-left: 20px;"><i>Excellent</i></td> <td style="padding-left: 20px;"><i>Excellent</i></td> </tr> </tbody> </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 give a brief description of the duties in which the Applicant was involved].</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; vertical-align: top;">EMPLOYER 1</td> <td style="width: 30%; vertical-align: top;">FROM: <i>[e.g. January 1999]</i></td> <td style="width: 30%; vertical-align: top;">TO: <i>[e.g. December 2001]</i></td> </tr> <tr> <td style="vertical-align: top;">EMPLOYER 2</td> <td style="vertical-align: top;">FROM:</td> <td style="vertical-align: top;">TO:</td> </tr> <tr> <td style="vertical-align: top;">EMPLOYER 3</td> <td style="vertical-align: top;">FROM:</td> <td style="vertical-align: top;">TO:</td> </tr> <tr> <td style="vertical-align: top;">EMPLOYER 4 (etc)</td> <td style="vertical-align: top;">FROM:</td> <td style="vertical-align: top;">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.

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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. Finally after negotiation Remuneration & Reimbursable will be part of fixed lump-sum amount as per agreed deliverable in the contract.**

(A) Remuneration

Name of Consultant	Rate, Taka /Per Month	Total Taka per year
(a)	(b)	(c)
Remuneration for Enrollment of Law Advisor per month		

(B) Fee for Different Activities

Sl. No	Name of Activities	Unit	QTY per year	Rate per activity (Taka)	Total per year (TK)
(a)	(b)	(c)	(d)	(e)	(f)= (d)x(e)
1	Drafting, preparation and filing of Para-wise reply/ Statement of facts for rule nisi/the appeal/revision/affidavits-in-compliance/ petition/ Interim application in pending matters/ objection/ affidavit in opposition writ petition/ review petition/ applications/ vacating stay petition/discharged application etc. <u>(Including drafting, typing, printing, formatting and filing.)</u>	No.	80		
2	Withdrawing the certified copy of the judgment/ order/preliminary decree / final decree / other documents on the basis of judgments paper size (up to 3 pages)	No.	10		
3	Withdrawing the certified copy of the judgment/ order/preliminary decree / final decree / other documents on the basis of judgments paper size (Above 3 pages)	No.	10		
4	Withdrawing the certified copy of the judgment/final decree/ other documents on the basis of judgments (up to 150 pages)	No.	10		
5	Formal appearance in the court including filing powers and documents/ mentioning/ fixing the matter in court or attending court for permission regarding in civil/criminal/writ matter/contempt proceeding and hearing.	No.	150		
6	Providing legal opinion in other activities such as agreement/drafting laws/ rules /Other relevant legal supports.	No.	5		

7	Court Appearance in High Court Division with hearing for Single Case (per day)	No.	100		
8	Court Appearance in High Court Division with hearing for bundle Cases (per day)	No.	60		
9	Court Appearance in High Court Division without hearing (per day) [If the hearing cause list is in the order of 1-50 (for hearing) and there is no hearing, then the bill is due.]	No.	50		
10	Filing of Civil Miscellaneous Petition (CMP) and Civil Petition for Leave to Appeal (CP) with paper book	No.	5		
11	Court Appearance in Appellate Division with hearing (Single case)	No.	20		
12	Court Appearance in Appellate Division without hearing (single case)	No.	10		
<i>Supporting documents and vouchers must be attached with the invoice</i>			Sub Total (B)		

(C) Fee for Deliverables

No	Deliverables	Unit	Qty per year	Rate (Taka)	Total (Taka) per year
1	Progress and status Report on assessment of overall performance over the month	No.	12		
2	Report on update of the writ petitions that have been heard in the last 6 months in different Court.	No.	02		
3	Other Reports to be assigned by Department of Environment (DoE)	No.	02		
<i>Supporting documents must be attached with the invoice</i>			Sub-total (C) =		

CONTRACT CEILING (A) +(B)+(C)=	Total =
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Section 4. Contract Forms

Preliminary Working Draft

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.

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 or Contract Price
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount or contract price not to exceed Tk [insert amount], which includes remuneration and reimbursable expenses as set forth in Clause 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 or contract price are detailed in **Annex B**
11. Lump-Sum Payment
- 11.1 The Total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs (**Remuneration & Reimbursable**) required to carry out the services described in **Annex A**
12. Payment Conditions
- 12.1 **Currency:** Payments shall be made in Bangladesh Taka.
- 12.2 **Payments:** Payments in respect of the Services shall be made in line with outputs according to the Consultant's Reporting Obligations & Payment schedule as specified in **Annex C**
- 12.3 The Consultant shall submit an Invoice at the periods specified in **Annex C** after fulfilling the reporting obligations and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 12.4 **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.

Obligations of the Consultant

13. Medical Arrangements
- 13.1 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.
14. Performance Standard
- 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
15. Contract Administration
- 15.1 **Client's Representative:** The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.

- 15.2 **Reports:** During the course of the assignment, the Consultant shall submit to the Procuring Entity reports as listed in **Annex C**, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 12.
16. Confidentiality 16.1 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.
17. Consultant's Liabilities 17.1 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.
- 17.2 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.
18. Consultant not to be Engaged in Certain Activities 18.1 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

19. Services, Facilities and Property 19.1 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

20. Termination 20.1 **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.
- 20.2 **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.
21. Dispute Resolution 21.1 **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.

21.2 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

Preliminary Working Draft

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 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 for one year

(A) Remuneration

Name of Consultant	Rate, Taka /Per Month	Total Taka per year
(a)	(b)	(c)
Remuneration for Enrollment of Law Advisor per month		

(B) Fee for Different Activities

Sl. No	Name of Activities	Unit	QTY per year	Rate per activity (Taka)	Total per year (TK)
(a)	(b)	(c)	(d)	(e)	(f)= (d)x(e)
1	Drafting, preparation and filing of Para-wise reply/ Statement of facts for rule nisi/the appeal/revision/affidavits-in-compliance/ petition/ Interim application in pending matters/ objection/ affidavit in opposition writ petition/ review petition/ applications/ vacating stay petition/discharged application etc. <u>(Including drafting, typing, printing, formatting and filing.)</u>	No.	80		
2	Withdrawing the certified copy of the judgment/ order/preliminary decree / final decree / other documents on the basis of judgments paper size (up to 3 pages)	No.	10		
3	Withdrawing the certified copy of the judgment/ order/preliminary decree / final decree / other documents on the basis of judgments paper size (Above 3 pages)	No.	10		
4	Withdrawing the certified copy of the judgment/final decree/ other documents on the basis of judgments (up to 150 pages)	No.	10		
5	Formal appearance in the court including filing powers and documents/ mentioning/ fixing the matter in court or attending court for permission regarding in civil/criminal/writ matter/contempt proceeding and hearing.	No.	150		
6	Providing legal opinion in other activities such as agreement/drafting laws/ rules /Other relevant legal supports.	No.	5		
7	Court Appearance in High Court Division with hearing for Single Case (per day)	No.	100		
8	Court Appearance in High Court Division with hearing for bundle Cases (per day)	No.	60		

9	Court Appearance in High Court Division without hearing (per day) [If the hearing cause list is in the order of 1-50 (for hearing) and there is no hearing, then the bill is due.]	No.	50		
10	Filing of Civil Miscellaneous Petition (CMP) and Civil Petition for Leave to Appeal (CP) with paper book	No.	5		
11	Court Appearance in Appellate Division with hearing (Single case)	No.	20		
12	Court Appearance in Appellate Division without hearing (single case)	No.	10		
<i>Supporting documents and vouchers must be attached with the invoice</i>			Sub Total (B)		

(C) Fee for Deliverables Preliminary Working Draft

No	Deliverables	Unit	Qty per year	Rate (Taka)	Total (Taka) per year
1	Progress and status Report on assessment of overall performance over the month	No.	12		
2	Report on update of the writ petitions that have been heard in the last 6 months in different Court.	No.	02		
3	Other Reports to be assigned by Department of Environment (DoE)	No.	02		
<i>Supporting documents must be attached with the invoice</i>			Sub-total (C) =		

CONTRACT CEILING (A) +(B)+(C)=	Total =
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ANNEX C: Consultant’s reporting Obligations & Payment Schedule

Sl. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Progress and status Report on assessment of overall performance over the month	Every month		100% bill will be paid on a monthly basis by calculating the prescribed Fee for each activities performed per month
2	Report on update of the writ petitions that have been heard in the last 6 months in different Court.	Every six month		100% bill will be paid on a monthly basis by calculating the prescribed Fee for each activities performed during 6 months
3	Other Reports to be assigned by Department of Environment (DoE)	-	-	-

NB: Concern Reports must be accepted by the Client.