

Sustainable Agriculture and Production Linked to Improved Nutrition Status, Resilience, and Gender Equity (SAPLING)

Request for Proposal - Trainer of Trainers (ToT) on Leadership and Extension Service Provision

Helen Keller International- Bangladesh Cooperative Agreement No. AID-FFP-A-15-00010









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1. Introduction

USAID's Office of Food for Peace (FFP) awarded Helen Keller International (HKI) a five-year cooperative agreement to lead the Development Food Security Activity (DFSA), "Sustainable Agriculture and Production Linked to Improved Nutrition Status, Resilience, and Gender Equity" (SAPLING) on September 30, 2015, with the overall goal of improving gender equitable food security, nutrition and resilience of vulnerable people within the Bandarban District of the Chittagong Hill Tracts (CHT). To achieve this objective, HKI is working in partnership with Catholic Relief Services (CRS), Caritas Bangladesh, three local implementing partners, individuals, communities, traditional leaders and the Government of Bangladesh to affect enduring positive change in its program areas by addressing immediate needs while investing in the future of food security and resilience. This goal will be achieved by applying an integrated community development approach to interventions designed to increase household (HH) availability, access and utilization of nutritious foods, enhance maternal and child health and nutrition (MCHN), and improve resilience to shocks and stresses among families who are under constant threat of natural and human-induced disasters.

SAPLING is being implemented in the upazilas of Ruma, Bandarban Sadar, Lama, Thanchi and Rowangchari. The population is comprised of 12 ethnic groups including Bengali, each with its own language and culture.

To achieve its objectives, SAPLING is implementing multiple interventions. Its largest, the Integrated Enhanced Homestead Food Production (IEHFP) activity, has approximately 46,000 participants, with the majority being women from poor and extreme poor HHs, and all pregnant and lactating women regardless of socio-economic status. These participants have been formed into nearly 3,000 para-level groups spanning over 1,600 paras.

Applying both a community based and HH approach, SAPLING facilitates "We can grow" sessions with its IEHFP group members, using homestead food production as a platform to facilitate discussions on ways families and individuals can overcome challenges to food security from disaster and WASH to income generation.

As part of the "We can grow" curriculum, SAPLING emphasizes **learning-by-doing** by encouraging members to adopt practices that contribute to improved food security. These center around health, nutrition, WASH, natural resource management, gender, social inclusion, savings, disaster risk management and agricultural production. As part of the program, participants are encouraged to produce their own food, and, consistent with the farmer field school approach, develop and utilize learning spaces, such as gardens for groups to use to practice climate smart agricultural and other improved practices.

Each group designates a physical space to promote these practices which is known as a "Learning Center" (LC). Each LC is intended to be a community resources which is managed by an LC Leader responsible for motivating, educating, and supporting her members in increasing their skills and knowledge.

LCs are designed to promote and scale up technologies, with some of the LC's outputs being shared with group members. To the extent possible, LCs are used to promote all of SAPLING's behavior change objectives including improved WASH, NRM, gender, and nutrition practices, etc., with horticulture and/or animal husbandry serving as the center piece.

LCs are physical spaces that enable producers to test technologies, demonstrate effectiveness, and allow for discussion and problem-solving. Examples of the types of technologies introduced at the LCs include raised beds, pit/sack/vertical gardening, pollination, mulching, intercropping, integrated pest management, vermicompost, Trichoderma in compost, small-scale seed and seedling production, seed preservation, improved poultry sheds and feeding pots, drip kits, seep pots, water harvesting and tippy taps. LCs play a critical role in behavior change by allowing group members an opportunity to practice learning-by-doing and to see results without everyone having to take a risk to try something new.

On average, groups have 20 members with one LC. To support LC leaders to carry out their roles and responsibilities, which include motivating, educating, and supporting their group members, SAPLING is training them in leadership, facilitation, adult education strategies, extension service provision, and advanced agricultural techniques.

2. Summary of Consultancy

SAPLING is seeking a consultant to design Trainer-of-Trainers (ToT) modules that will equip LC leaders with the skills they need to effectively support their group members. The consultant will conduct a two-day TOT for approximately 125 SAPLING staff in five batches, who will be responsible for training remaining upazila/union-based staff and approximately 3,000 LC leaders in three, eight-hour sessions. The modules developed will encompass a total of 24-hours of training that can be broken into more, shorter sessions, as necessary to meet the needs of the participants.

LC leaders are expected to attain improved leadership skills through the training. These include how to build a cohesive group, strengthen relationships between group members, facilitate learning of members through group discussion and provide training to group members on advanced production techniques using appropriate adult education methodologies. LC leaders will provide extension services to members, as well as lead group discussions on setting objectives and establishing a common vision on food secure households and communities. LC leaders also need to learn to effectively manage conflict, motivate group members to attend IEHFP sessions, apply their knowledge and skills in their everyday lives, and support members throughout the behavior change process.

SAPLING is searching for a firm/individual/institute capable of developing and conducting the requested training. The master training module is needed to conduct the initial ToT, but will also need to be developed into simplified modules for the easy understanding and implementation. This includes:

- One comprehensive interactive Master ToT with appropriate reference materials to train 125 SAPLING staff who will become Master Leadership Trainers.
- Selection criteria for selecting 125, out of more than 300, SAPLING technical officers and field facilitators to receive the master ToT training
- Clear facilitators guide with interactive modules for the Master Trainers to use when conducting the ToT to the remaining 200+ technical staff and field facilitators
- ToT modules that all field facilitators and technical officers will ultimately use to conduct this training to approximately 3,000 LC leaders in groups of 10-20. Since the LC leaders are producers with relatively low levels of education, all exercises should be easy and fun, while at the same time useful to them in carrying out their roles as a

leader. This module should place heavy emphasis on visual content, participation and learning while doing.

3. Objectives

The objectives of the training are as follows:

- Create effective learning center leaders. Effective leaders inspire confidence in their members, motivate them to learn and take actions to improve their lives, support them in times of trouble, equip them with skills and knowledge in easily understandable, participatory ways, connect them with others who can help them, etc.
- Build capacity of LC leaders to coach their members, including asking probing questions to better understand and support needs.
- Build capacity of LC leaders to facilitate group discussions, encourage learning-by-doing, promote learning from each other (engaging doers/non-doers), and continually push members to achieve their own goals and objectives around health, nutrition, production, WASH, savings, disaster risk reduction, income generation, etc.
- Equip LC leaders with practical tools to help them to manage conflict.
- Teach appropriate delivery mechanisms for LC leaders to carry out basic extension services, drawing on adult education techniques, etc.
- Ensure LC leaders understand what good leadership skills are and how to become leaders who inspire, motivate, educate, support positive change, improve social cohesion, etc.
- Develop appropriate modules to meet the ultimate objectives.
- Provide effective TOT training to ensure full understanding of SAPLING staff on how to facilitate the training for additional staff and LC leaders.
- Provide pre- and post-testing of all trainees, including results and recommendations in final report.
- Provide modifiable electronic copies of all necessary training modules and training materials.

4. Scope of the training/services:

The consultant/institution will work with SAPLING to finalize the training package, tools, techniques and other relevant issues as needed. As detailed above, the major topics of the training are leadership, including qualities of a good leader, facilitation and coaching techniques, how to motivate group members, relationship building, how to provide extension services (what to do, how to do it, what are the best adult education techniques to use, etc.) and managing conflict. The consultant will include appropriate tools and exercises to make the training modules participatory and effective. The consultant will provide a TOT to approximately 125 SALING staff in five batches (one per SAPLING target upazila). Considering that this TOT is ultimately intended for LC leaders, who are poor producers from Bandar ban District, and have very little experience and knowledge on the said topics, the ToT must be conducted in a fully interactive/participatory manner that involves very few materials.

The five batches of two-day TOT training will be completed over three weeks with two days of ToT training per batch of approximately twenty-five staff each in their respective upazila

(Bandarban Sadar, Lama, Rowangchari, Ruma and Thanchi), equating to roughly 125 Master Trainers trained.

The consultant/firm/institution will undertake the following activities regarding the training:

- Preparation of a comprehensive training plan giving emphasis on requirements of recipients including final participants-the LC leaders.
- Prepare and submit separate detail outline, curriculum, and customized modules for the various levels of recipients as described earlier.
- Provide a detailed list of training logistics required and evaluation materials to be purchased by SAPLING.
- Provide a complete resource pack of materials for the trainees.
- Take all other necessary steps/works for ensuring training quality.
- Prepare and submit a final report on overall training program, with recommendations and findings.

5. Time Schedule

SAPLING will award the consulting services contract by the 2nd half of June 2018, with expectation of the following:

- Contract period is for two months.
- The five batches of training are expected to be completed by July 25, 2018.
- All deliverables outlined in section 4 of this SOW must be completed by August 10, 2018.

6. Qualifications

This assignment requires following expertise, skill and competencies from candidates included in the training team and/or firm proposing to conduct the assignment:

- Relevant academic qualification, post graduate preferably in horticulture, public administration, social science or a combination of relevant education and experience;
- In-depth knowledge and understanding of Leadership and Extension Service Provision in hilly/mountain areas;
- At least five years' experience working with different adult learning techniques, extension service provision, leadership training and/or capacity development training;
- Demonstrated facilitation skill and training experience;
- Comprehensive knowledge and experience in application of participatory training methods and techniques;
- Proven knowledge and experience on designing Trainer of Training modules.
- Proven experience designing training modules for multi-cultural/ethnic producers, lead farmers and/or extension staff;
- Experience working with NGOs;
- Experience of working with USAID project or familiar with USAID guidelines for delivery of training;
- Fluency in oral and written English and Bangla;
- Experience providing training to multilingual audiences will be preferred.

7. Evaluation

In response to this invitation, individual consultant/agency is requested to submit a technical proposal as per the 'SOW' and a financial proposal separately. The selection committee will evaluate the technical proposal as well as the financial proposal of the individual consultant/agency. The total scoring points for the technical will be 60 and cost will be 40.

A cumulative analysis scoring method will be applied to evaluate the individual consultant/agency. The award of the contract will be made to the consultant/consulting firm whose offer has been evaluated and determined as:

- a) Responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and organizational capability requirements, and is determined to represent the best value to SAPLING, and;
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to this solicitation, with the ratio set at 60:40 respectively.

CRITERIA	SCORES
TECHNICAL	60
Proposal demonstrates understanding of the objectives of the assignment and	
appropriately responds to the needs as stated in the RFP	10
The approach and methodology for executing the Scope of Work effectively and	
efficiently is explained in the proposal	10
Proposal clearly demonstrates applicant's in-depth knowledge and experience	
related to the skills required to effectively implement the SOW including staff and	
participant capacity building and ToT	10
Qualifications and relevant experience of the proposed team members	15
Demonstrated experience in designing and conducting similar assignments	15
FINANCIAL	40
Cost reasonableness of individual items included in the detailed budget (salaries,	
travel, other direct costs, etc.)	15
Items are allocable & allowable for performance of proposed work to meet all	
deliverables described in SOW	10
Sufficient justification (in notes) for all proposed costs, including filled out	
AID1420-17 (bio-data sheets) for each of the proposed staff whose salaries are	
included in the budget (see https://www.usaid.gov/forms/aid-1420-17 for form)	15
Total	100

Note: SAPLING reserves the right to include additional criteria.

As a part of evaluation process, consultant(s) may be interviewed or asked for presentation on submitted proposal by selection committee.

8. Terms and Conditions of Payment

- 20% after submission and agreement of detail training plan and related training materials.
- 30% acceptance of all training modules to be used in the ToT and shared with trainees
- 30% after completion of the training

• 20% after acceptance of the final training report and electronic copies of all final training modules and materials.

SAPLING is an USAID funded project and per govt. regulation, USAID projects are VAT exempted. So, VAT will be settled by issuing VAT coupon subject to submission of Mushuk-11 according to local government rules & regulations. AIT will be deposited in the government treasury according to local government rules & regulations by HKI. Payment will be made through bank wire transfer within 30 days after delivery and receipt of invoices if services ordered are correct.

9. Proposal Content

The interested agency or individual consultant(s) shall submit the proposal to execute the assigned task and the proposal must contain the following:

A. Technical Proposal

- Demonstrating understanding of the assignment as described in this RFP, paying close attention to the requirements noted in the SOW
- Detailed methodology to address the objectives of the assignment
- Outline of the master training schedule with detail contents
- Detailed work plan with timelines for deliverables
- CV of proposed trainer(s) having relevant qualification and experiences with evidence/reference.
- CV of proposed curriculum/module developers
- Description of similar work performed by the individuals/team
- Organizational profile mentioning relevant experience (if applicable)
- Contact information for three professional references for whom similar work has previously been performed in the past

B. Financial Proposal

To determine cost reasonableness, allocability and allowability, the detailed budget should include the estimated cost in BDT for each of the expenses expected to be incurred to perform the tasks outlined in the SOW. The cost notes should explain the basis for any/all costs and include a copy of Contractor Employee Biographical Data Sheet which can be found at AID 1420-17 https://www.usaid.gov/forms/aid-1420-17. The financial bid should show VAT and Income Tax provision separately. The consulting firm/individuals also submit the VAT registration certificate (for agency); Copy of valid TIN certificate; and Bank account detail.

(Note- Travel costs should be based on available existing transportation services and reasonable costs for lodging, meals and incidentals)

10.Necessary Documents

The consultant will provide proper documents, which will enable the consultant to work in Bandarban district, Bangladesh and he/she will work in mentioned place with his/her own peril. HKI Bangladesh will not assume any responsibility relating to this subject;

Consultant will submit the following documents:

- Technical proposal including CVs of proposed staff, corporate capability statement (if organization/firm is proposing), and contact information of at least three past performance references
- Financial proposal including detailed budget, cost notes and completed bio-data forms.
 - All documents & proposal need to submit in PDF form or any other non-editable form.

11. Proposal Submission

Interested individual/agency is requested to officially respond by submitting all the documents as mentioned in the RFP.

• Proposals should be submitted by email. Please sign, stamp, and scan your cover letter and budget pages and send the proposal as an attachment in PDF format to **Bangladesh.procurement@hki.org.**

The proposal must be submitted to HKI no later than **June 2, 2018**. Proposal submitted after the deadline will not be considered. Any queries related to this RFP should be sent via email to <u>Bangladesh.procurement@hki.org</u> by **May 27, 2018** and answers will be posted by **May 30, 2018**.

12. Terms and Conditions:

All proposals must include a statement of authorization to bid signed by individual consultant or a principal of the responding firm. Bidder must disclose any relevant conflicts of interest and/or pending lawsuits. This request for proposals (RFP) does not obligate HKI to award a contract or complete the proposed project. It reserves the right to cancel this RFP if it is considered to be in its best interest.

HKI also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal for contract negotiation based on the best interest of SAPLING;
- Negotiate any aspect of the proposal with any vendor;
- Terminate negotiations and select the next most responsive vendor for contract negotiations;
- Terminate negotiations and prepare and release a new RFP; and
- Terminate negotiations and take such action as deemed appropriate.

All proposals must include a statement that the consultant will adhere to HKI's terms and conditions as outlined above and must be signed by individual consultant or a principal of the responding firm.

HKI Code of Conduct & Ethics Policy: In accordance with the HKI Code of Conduct and Ethics Policy, HKI requires full and open disclosure when dealing with procurement. As such, HKI employees must avoid any conflict of interest or the appearance of a conflict of interest. HKI employees must at all times provide full disclosure of their actions or relationships with prospective vendors, contractors, or consultants. HKI employees shall not solicit, request, accept, or agree to accept any gift from a vendor or prospective vendor.

13. The General Terms and Conditions:

- 1. Consultant shall deliver the assignment/work and related papers/documents as per agreed of details, technical and financial proposal with satisfaction of respective purpose staff of HKI, SAPLING, Bandarban office.
- 2. The Work: Consultant shall complete the assigned work on Scheduled time, which is attached and incorporated into this agreement. The Work/assignment shall be of good quality and performed per generally accepted standards. No substandard / poor performance of work/assignment will be accepted by HKI Bangladesh and no payment will be made for substandard / poorly performed work;
- 3. Relationship of Consultant to HKI: Consultant is not an employee of HKI. Consultant is not entitled to receive benefits usually afforded HKI employees. Consultant shall pay all taxes and fees related to the work other than those that are paid by HKI per agreement. Nothing in this agreement shall create an employer/employee relationship, partnership or joint venture between the parties. Consultant has no right or permission to agree to anything in the name of, or for the account of, HKI, or to create or accept any obligation on behalf of HKI;
- 4. Ownership of Work: Consultant agrees that it created the Work, it hereby provides HKI all rights to the Work, and no other party has any rights to the Work. Consultant agrees that: (a) on HKI's reasonable request, Consultant will sign any document stating that HKI owns the Work and has all rights to the Work, including without limitation, copyright applications, assignments and other documents required to protect HKI's right to the Work; and (b) on HKI's request, Consultant shall provide HKI all originals, copies or other documents containing a part or all the Work. These obligations extend beyond the expiration or termination of this agreement;
- 5. Confidential Information: Consultant may receive confidential information regarding HKI in connection with the Work. Consultant shall never disclose any of HKI's confidential information to anyone or use HKI's confidential information for its own purposes without HKI's prior written agreement; Confidential information of HKI means any information (written, oral or observed) relating to HKI's: (a) donors and potential donors; (b) beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; and (f) relationship with any governmental entity. Confidential information of HKI also includes information specifically designated confidential by HKI or which Consultant knows or reasonably should know is not generally known to the public. These obligations extend beyond the expiration or termination of this agreement.
- 6. Indemnity: Consultant shall defend, indemnify and hold HKI harmless from any losses, claims, damages, liabilities and expenses related to Consultant's Work or

- performance of this agreement. These obligations shall extend beyond the expiration or termination of this agreement.
- 7. Compliance with Laws: The Consultant shall comply with all laws, regulations, and orders applicable to it in connection with the Work otherwise HKI reserves the right to take any legal action against consultant / consulting firm under the law of Bangladesh.
- 8. HKI Policies: While on HKI premises (including in HKI vehicles) or performing the Work, Consultant shall comply with HKI policies provided orally or in writing to the Consultant, including those relating to security and prohibiting harassment and discrimination.
- 9. HKI Name: Consultant shall not use HKI's name in any publicity or disclose to the public any information relating to the Work without HKI's prior written consent. These obligations extend beyond the expiration or termination of this agreement.
- 10. Invoice Statements and Adjustments: Consultant shall provide HKI original of final invoice to HKI Bangladesh in letterhead pad as agreed beforehand. The invoice should indicate services performed any reimbursable expenses, any past payments and any other information as agreed by both parties and HKI reasonably requests. When HKI requests, Consultant shall provide HKI a final invoice within 15 (fifteen) days after the Work completion. HKI's payment of any invoice shall never prevent HKI from questioning its correctness. If any invoice statement is found to be incorrect, the invoice statement shall be corrected immediately and an appropriate payment shall be made. The payment will be made by wire transfer in favor of the consultant (individual or firm). The amount, if that is transferred through bank transfer, to be sent to the following bank account format:
 - a. Name of account:
 - b. Account number:
 - c. Name of Bank:
 - d. Branch name:
 - e. Address of the bank:
 - f. Swift code / Routing number
- 11. All reports and documents prepared during the assignment will be treated as HKI property. The reports / documents or any part, therefore, cannot be sold, used and reproduced in any manner without prior written approval of HKI Bangladesh.
- 12. The consultant / firm agrees that during the period of this agreement and for a further period of twelve months, S/he shall not issue any written materials or express publicly any personal opinion concerning this services under this agreement, except with the prior written approval of HKI Bangladesh.
- 13. The consultant shall use the HKI name or marks only for this agreed activities authorized by HKI in writing. All other uses will be deemed infringements of the HKI trademark.

- 14. If the consultant requires additional time to complete the contract, over and above that previously agreed to, but without HKI Bangladesh changing the scope of work, HKI Bangladesh's prior written concurrence to the same is necessary.
- 15. HKI Bangladesh may make general changes, in written within the scope of the content affecting the services to be performed or time of performance. If any such changes cause an increase or decrease in the cost or time required for performance of any part of the work under the contract, HKI shall make equitable adjustment in the contract price, delivery schedule, or both and shall modify the contract in writing accordingly.
- 16. After completion of the assignment and submission of the final output, evaluation will be done by the concerned unit/office. Final payment will be withheld until evaluations have been submitted.
- 17. The Vendor is responsible to pay all Income Tax, Value Added Tax (VAT) or any other duties as applicable as per present Bangladesh Govt. rule.
- 14. The breakdown of applicable Vat/Tax is as follows:
- 15. 15% VAT shall be deducted from consultancy services for national/ international consultants.
- 16. 10% Income Tax shall be deducted from consultancy services of Bangladeshi national consultants and in absence of e-tin 15% income tax shall be deducted instead of 10%.
- 18. The consultant will be responsible for the safekeeping and return, in good working condition and order, of all the organization's property, which may be assigned to him/her for use or custody failure to return the property in good order will result in a deduction of payment to cover the cost of repair or replacement;
- 19. In the event of failure on the Consultant's part to meet the agreed deadline HKI-Bangladesh reserves the right to penalize the Consultant or his / her firm at the rate of 1% of the total contract amount (final amount) for delay per day from the deadline;
- 20. Notwithstanding anything contained in this agreement, HKI-Bangladesh may at any time terminate this agreement in whole or in part by requiring the consultant to stop performing the work or any part thereof. In this event the consultant shall have no claim against HKI-Bangladesh by reason of such termination, other than payment in proportion to the work performed under the agreement less any sums previously paid on account thereof.
- 17. The consultant may terminate this agreement by giving a reasonable period of notice to HKI. In this event, the Consultant shall have no claim against HKI-Bangladesh by reason of such termination, other than payment in proportion to the work performed under the agreement less any sums previously paid on account therefore. Upon expiration or termination (by any of the involved parties) of this agreement, the consultant shall surrender to HKI all confidential material relating to HKI in his or her possession, of whatever origin. The confidentiality should also be kept after your consultancy with HKI ceases.
- 21. Certification regarding Terrorism: Consultant hereby certifies that it has not provided and will not provide material support or resources to any individual or organization

- that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.
- 22. Legal Notices: Any legal notice relating to this agreement shall be delivered by hand or sent by confirmed fax or mail to the party's address herein or to another address provided in writing by the party. Confirmation means that there is evidence of transmittal, such the recipient's written reply or signature or an electronic confirmation.
- 23. No Assignment: Consultant shall not assign this agreement or have another person or entity perform any of the Work without HKI's prior written consent.
- 24. No Other Persons Benefit: No person or entity that is not a party to this agreement has any right to enforce, take any action or claim it is owed any benefit under this agreement.
- 25. Amendments: This agreement cannot be amended except by a document signed by all the parties.
- 26. Severability: If any part of this agreement is held invalid, illegal or unenforceable, the rest of the agreement will remain valid, legal and enforceable and will not be impaired.
- 27. HKI Payment: HKI shall pay Consultant the amount on Schedule. If there is a dispute between the parties, HKI may refuse to pay a portion or all the payments until the dispute is resolved.
- 28. Transportation about consultancy service (in country): Based on agreement and submission of actual invoice.
- 29. Departure Taxes: HKI will reimburse the actual cost upon submission of original invoice based on agreement if applicable.
- 30. Air ticket (round the trip): HKI will reimburse the actual cost upon submission of original of invoice, boarding pass, and air ticket if applicable based on agreement.
- 31. Remuneration for travel days coming into Bangladesh to conduct the consultancy: This only applies to Consultants coming from abroad. If the travel time, including transit time, is less than 5 hours, the Consultant will be entitled to half a day's remuneration of the agreed daily fee. Should this travel time exceed 5 hours, the Consultant will be entitled to one full day's pay of the agreed daily fee for the consultancy. The Consultant must abide by the HKI procurement procedure.
- 32. Cost for sending invoice (from abroad): The Consultant is wholly responsible to bear all costs related to sending original invoice and other reports as determined by the TOR.
- 33. Manner of Payment: Consultant's compensation and reimbursable expenses shall be paid within 30 days of submission of original / scan copy of invoice/s. Payment will be made after completion of work and upon submission of the original invoice/s through account payee check / bank transfer. For payment consultant has to submit an

invoice to Finance Department, HKI Bangladesh with a copy of work contract and ToR.

- 34. Arbitration: "Any dispute or difference arising out of or in connection with PO or the interpretation of any terms thereof shall be referred to arbitration in accordance with the arbitration Act, 2001 or any other arbitration Act for the time being in force in Bangladesh. Each party shall appoint its own arbitrator and the two arbitrators so appointed shall appoint a third arbitrator who shall act as chairperson of the arbitral tribunal. The place or arbitration shall be Dhaka, Bangladesh. The language of the arbitration proceeding shall be in English.
- 35. The Consultant shall be solely responsible for his/her own insurance (health, travel, etc.). HKI will not bear any cost in this regard.