



***BRAC Procurement Department  
BRAC Head Office, BRAC Centre  
75, Mohakhali, Dhaka 1212***

## **REQUEST FOR PROPOSAL (RFP)**

**RFP for Cohort 2024 Baseline Survey, Ultra-Poor Graduation (UPG) programme**

**RFP No: BPD/2023/RFP-1728**

**Issued on: 28-12-2023**

**Closing Date & Time: 18-01-2024 02:30 PM (Dhaka Local Time)**

BRAC recognizes the empowerment of women and girls as fundamental to the organization's vision and mission. Women and gender-diverse individuals are encouraged to participate in the procurement. Without compromising organizational compliance in procurement, the selection of the supplier/vendor would be finalized.

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The societies  
Registration Act of 1860

**LETTER OF INVITATION**

<b>Dear Concern</b>	<b>RFP Ref</b>	<b>BPD/2023/RFP-1728</b>
	<b>Date Issued</b>	<b>28-12-2023</b>
	<b>Validity of Proposal</b>	<b>30 days from the date of submission</b>
<b>Closing Date and Time (Dhaka Local Time)</b>		<b>18-01-2024 within 02:30 PM (Dhaka Local Time)</b>

**Background:**  
 The Ultra-Poor Graduation (UPG) programme stands as one of BRAC's flagship initiatives. Since its inception in 2002, the programme has been diligently working towards lifting targeted households sustainably from extreme poverty through the climate-adaptive Graduation Approach, encompassing livelihood promotion, financial inclusion, social protection, and social empowerment. The programme has evolved through five distinct phases, each spanning five years. Presently, it is in its fifth phase, covering the period from 2021 to 2025. Recognising the impact of climate vulnerability, the programme strategically clusters its working regions to intervene effectively in response to climate-induced shocks and vulnerabilities. In tackling pockets of poverty and acknowledging the shift of poverty from rural to intricate urban settings, the Programme has intervened to address the vulnerability of the urban population. The objective is to facilitate a sustainable shift away from poverty. Additionally, the programme places particular emphasis on the vulnerability of the indigenous community and person with disabilities by adhering to the "leaving no one behind" principle and intervening to address their intricate vulnerabilities through a tailored graduation approach.

Operating on a cohort-based modality with a two-year tenure for each cohort, the programme enrolls approximately 70,000 ultra-poor participants in each cohort through a rigorous selection process. Over a period of 18-24 months, the productive assets are provided to the participants, guiding them towards breaking the cycle of poverty through hands-on coaching on enterprise management, marketing procedures, household financial planning, social and health issues etc. The UPG programme has a Results Framework (RF) that supports programme to determine the results of the programme.

**Services Required: Cohort 2024 Baseline Survey, Ultra-Poor Graduation (UPG) programme**

You are invited to submit a Proposal to provide the following consulting services: "**RFP for Cohort 2024 Baseline Survey, Ultra-Poor Graduation (UPG) programme**". More details on the services are provided in the Terms of Reference (see Section 3). The Services are being procured by BRAC (the Purchaser). The completed Technical Proposal must be signed by your authorised representative; and must be valid for a minimum period as indicated above from the Closing Date of the RFP.

BRAC undertakes to pay the Consultant for provision of the Services on instalment basis. Applicable VAT and

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tax will be deducted as per government rule.

It is not permissible to transfer this invitation to any other firm.

The RFP includes the following documents:

This Letter of Invitation

1. Instructions to Consultants
2. Proposal Data Sheet
3. Terms of Reference
4. Proposal Response Schedules
5. General Conditions of Contract
6. Special Conditions of Contract
7. Forms

**You are requested to submit the Technical proposal. Financial proposal will be open later after the technical evaluation.**

**FYI, no price information cannot be put with technical proposal. If any consultant/consultancy firm share financial information with technical proposal, the consultant/consultancy firm will be considered as non responsive.**

Yours sincerely,

**Saidur Rahman**  
**Head of Procurement, BRAC**

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## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 1: Instruction to Consultants (ITC)

#### 1.1 PREPARATION OF PROPOSAL

- 1.1.1 The shortlisted Consultants are invited to submit separate Technical and Financial Proposals. The currency of the Proposal shall be Bangladeshi Taka or any other freely convertible currency. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultant shall inform itself fully of all circumstances and conditions relating to submitting a Proposal, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the RFP documentation. By submitting a Proposal, the Consultant understands that all provisions and conditions in this RFP (as potentially amended pursuant to Art. below) shall fully and automatically apply to his Proposal.
- 1.1.2 If a pre-proposal meeting will take place this will be stated in the **Proposal Data Sheet (PDS)**.
- 1.1.3 The estimated number of man-months for the Services or the budget is given in the **PDS**. The **PDS** will also state if the Purchaser envisages the need for continuity for downstream work and if or not training is an essential part of the assignment. The type of Contract (Lump Sum or Time Based) is as stated in the **PDS**.
- 1.1.4 The Purchaser will state in the **PDS** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 1.1.5 The Consultant shall prepare its Proposal using the Proposal Response Forms (**PRF**) in Section 4, as detailed in the **PDS**. In case of an association or joint-venture, each member shall complete the **PRF** as detailed in the **PDS**. The completed and signed **PRF**, together with the required supporting documentation, will form the Proposal and shall be the basis on which the Proposal will be evaluated.

- 1.1.6 A shortlisted Consultant may not associate with any other shortlisted Consultant. In case of association with a non-shortlisted Consultant, the shortlisted Consultant shall act as association leader. In case the short-listed Consultant is already an association or joint venture (i.e. it submitted its EOI as an association or joint venture), the partners shall indicate who will act as the leader of the joint venture. In all cases all partners shall be jointly and severally liable. The composition or the constitution of the association or joint venture as short listed shall not be altered without the prior consent of Purchaser. Association or joint venture arrangements shall be provided with the Proposal.
- 1.1.7 If the Consultant proposes to subcontract any component of the Services then the Consultant shall provide details of the proposed subcontractors indicating the proposed part of the services that would be subcontracted and the relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible under the conditions of the RFP.
- 1.1.8 Consultants may only submit one proposal. A Consultant who submits more than one Proposal or participates as a member of an association or a joint venture in more than one Proposal will cause all the Proposals with that Consultant's participation to be disqualified.
- 1.1.9 Alternative Proposal(s) shall only be permitted, if so, stated in the **PDS**.
- 1.1.10 The Proposal shall remain valid for the number of days stated in the **PDS**. In exceptional circumstances, the Purchaser may request that Consultants extend the Proposal validity period. The request and the Consultant's response shall be made in writing. The Consultant may refuse the request, but its Proposal will no longer be considered. The Consultant agreeing to the request will not be required or permitted to otherwise modify its Proposal for the period of the extension.
- 1.1.11 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **PDS** before the proposal submission date. Any request for clarification must be sent in writing to the Purchaser's address indicated in the **PDS**. The Purchaser will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.
- 1.1.12 At any time before the submission of Proposals, the Purchaser may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and shall be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Purchaser may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 1.1.13 The Consultant shall prepare the proposal in the English language and submit one original and the number of copies specified in the **PDS** to the submission address provided on the cover page of the RFP. The proposal shall be clearly marked "Original" or "Copy" as appropriate.

- 1.1.14 An authorised representative of the Consultants shall sign where so indicated in the **PRS** the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign.

## 1.2 CORRUPT OR FRAUDULENT PRACTICES

- 1.2.1 The Purchaser requires that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.
- 1.2.2 Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions when a satisfactory explanation is not received.
- 1.2.3 In pursuance of this requirement, the Purchaser will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- 1.2.4 For the purposes of this provision, the terms set forth below shall apply:
- (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
  - (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;
  - (iii) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) "**obstructive practice**" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Purchaser's rights.

## 1.3 ORIGIN OF CONSULTANT SERVICES AND GOODS AND SERVICES

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- 1.3.1 Consultant Services, including all parties constituting the Consultant, shall not have the nationality of any country, and Goods and Services may not be supplied from those countries, prohibited by the legislation of Bangladesh or by any international Agreement of which Bangladesh is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The countries covered by this prohibition, and any conditions applicable, at the time of issuing this RFP are as listed in the **PDS**.

#### 1.4 QUALIFICATIONS OF THE CONSULTANT

- 1.4.1 To qualify for an award of Contract, the Consultant shall demonstrate that he possess the necessary professional and technical qualifications or competence, financial resources, equipment and other physical facilities, managerial capability, experience in the required field of operation and personnel to perform the Contract, as indicated in the **PDS**.
- 1.4.2 The Purchaser shall disqualify the Consultant if it finds that the information submitted in a Proposal concerning its qualifications is false, misleading or incomplete.

#### 1.5 PROPOSAL SUBMISSION AND OPENING

- 1.5.1 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**" Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "**Financial Proposal**" followed by the RFP number and the name of the assignment, and with a warning "**Do Not Open With The Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number, RFP number, and name of Tenderer and be clearly marked "**Do Not Open Before [as stated in the PDS]**". Failure to comply fully with this Clause will constitute grounds for declaring the Proposal non-responsive and rejecting it.
- 1.5.2 The Proposal may only be delivered by hand, mail or by courier service to the Purchaser at the address and by the time and date stated on the cover page of the RFP.
- 1.5.3 A Proposal received after the deadline for submission will remain unopened and may be collected by the Consultant if it so wishes. If not collected within 3 months after the proposal closing date it may be disposed off.
- 1.5.4 The Purchaser shall open the Technical Proposals immediately after the deadline for their submission, but in any case not later than 30 minutes from the deadline for submission, and at the address stated in the **PDS**. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 1.5.5 A Consultant may withdraw its Proposal by submitting a notice of withdrawal before



the deadline for submission of Proposals. The notice must be submitted identifying the RFP Number and clearly marked "Withdrawal of Proposal". The withdrawal will be recorded at the Proposal Opening, but the withdrawn Proposal will not be opened or further considered.

1.5.6 The Consultant may amend its Proposal by submitting a notice of amendment before the deadline for submission of Proposals. The notice, and amended Proposal, must be submitted identifying the RFP Number and clearly marked "Amendment of Proposal". The amended Proposal will be opened and recorded at the Proposal Opening and considered in the subsequent evaluation of Proposals.

1.5.7 The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Consultant in the preparation of its Proposal.

## 1.6 EXAMINATION AND EVALUATION OF PROPOSALS

1.6.1 Proposals properly received shall be evaluated in line with the evaluation criteria and selection method stated in the **PDS** by a Proposal Evaluation Committee (PEC) appointed by the Purchaser. The Purchaser's determination of a proposal's responsiveness shall be based upon the contents of the proposal itself, and any supporting documents, as required.

1.6.2 To assist in the examination and evaluation of the Proposals, the Purchaser may ask the Consultant for clarification of its Proposal. The Consultant may also be called upon to supply information additional to that provided in its Proposal to demonstrate to the satisfaction of the Purchaser that the Consultant has the capacity to perform the Services specified. The Consultant shall within the time specified comply with any such requests. Should the Consultant fail to submit any or all of the information required, in the time stipulated, its Proposal may be treated as non-compliant and rejected.

1.6.3 Any attempt by a Consultant to influence the Purchaser's evaluation of any Proposal or the Purchaser's award decisions will result in the rejection of its Proposal.

1.6.4 The Purchaser shall evaluate the Technical Proposal on the basis of its responsiveness to the Terms of Reference given in Section 3. Using the technical evaluation criteria set out in the **PDS** the Proposal shall be evaluated, including an analysis of weaknesses and strengths, and the technical score of the Proposal shall be determined by the addition of the scores awarded for all evaluation criteria.

1.6.5 The Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **PDS**.

1.6.6 Financial Proposals of technically responsive Proposals who achieved the minimum technical score shall be opened publicly in the presence of the Consultants' representatives who choose to attend and the respective Consultants will be informed in time to be able to make arrangements for participation in the financial opening. The name of the Consultants, their technical scores and their total price



shall be read aloud and recorded. Minutes of the Financial Opening will be prepared and distributed to all Consultants who submitted a Proposal. Costs incurred by the Consultants' participation to the financial opening shall be borne fully by the Consultants.

- 1.6.7 For the purpose of the financial evaluation prices quoted by Consultants will be converted into a single currency and at the rate stated in the **PDS**. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the partial amount and words will prevail, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the partial amount, in which case the total amount as quoted shall govern and the partial amount shall be corrected. In addition to the above corrections, cost of items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities. The formula for determining the financial scores shall be as stated in the **PDS**.
- 1.6.8 The weights of the technical evaluation result and financial evaluation result for each proposal shall be as stated in the **PDS**.
- 1.6.8 The Consultant whose Proposal has achieved the highest combined score shall be recommend for award of Contract subject to any negotiations that may be required.

## 1.7 NEGOTIATIONS

- 1.7.1 Negotiations, if required, are likely to be held by the date and at the address indicated in the **PDS**.
- 1.7.2 Negotiations may include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organisation, staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Purchaser will record any agreed changes in the minutes which will be signed by both Parties and which will form part of the Contract.
- 1.7.3 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 1.7.4 Before contract negotiations, the Purchaser will require assurances that the Professional staff will be actually available. The Purchaser will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death, medical incapacity or other reason acceptable to the Purchaser. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any such proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified.
- 1.7.5 The Purchaser reserves the right to request from the Consultant, at any time before contract signature, documentation supporting the data/information based on which its

Expression of Interest was shortlisted at the EOI stage (if applicable), and/or additional documentation supporting the data/information provided in its proposal. If the Consultant fails to provide such documentation, or the documentation is not satisfactory for the Purchaser, or if the documentation provided proves that the data/information provided at EOI stage or in its proposal was inaccurate or incorrect, the Purchaser will not enter into negotiations with that Consultant or, if negotiations have been initiated or concluded, shall not sign a contract under any circumstance. In these cases Art. 1.7.7 below shall apply accordingly.

1.7.6 At the end of these negotiations, after all material business, financial, technical and legal issues have been resolved, the Purchaser will incorporate the results of any negotiations into a draft Contract, which shall be initialled by both parties.

1.7.7 If negotiations fail, the Purchaser will invite the Consultant whose Proposal is ranked second to negotiate a Contract.

## **1.8 ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS**

1.8.1 The Purchaser reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

## **1.9 APPROVAL AND NOTIFICATION OF CONTRACT AWARD**

1.9.1 The Consultant whose Proposal has been selected will be notified by the Purchaser, prior to the expiration of the Proposal validity period. On completion of any negotiations and provision by the Consultant of any other documentation that may be required by the Purchaser, the Purchaser shall issue to the Consultant the Contract. The Consultant shall return a signed copy of the Contract within 7 days of the issue. The Purchaser will publish the award of contract on its website ([www.brac.net](http://www.brac.net)) and promptly notify all other Consultants who have submitted proposals.

## **1.10 NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL CONSULTANTS**

1.10.1 Following signature of the Contract the Purchaser shall promptly in writing notify all the other Consultants that their Proposals have been unsuccessful and communicate to them the name of the successful Consultant.

1.10.2 Within five days of receipt of a written request by any unsuccessful Consultant the Purchaser shall communicate the reasons why its Proposal was not successful. Information concerning the Award of Contract shall be posted on the Purchaser's website ([www.brac.net](http://www.brac.net)).

## **1.11 COMPLAINT HANDLING**

1.11.1 If the Consultant has been rejected at any stage of the evaluation and negotiation but is not satisfied with the explanation or information obtained in a debriefing provided pursuant to 1.10 above he may submit a complaint. The process to handle and resolve

a Consultant's complaint is described in 1.11.2 below:

1.11.2 A complaint will be dealt with as follows

- (a) The choice of procurement methods for consulting services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.
- (b) A Consultant shall submit his/her complaint/appeal for consideration through three stages in consecutive order, e.g. Director (Monitoring and Audit), Chairman, and the Ombudsman of BRAC.
- (c) A Consultant shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
- (d) A Consultant shall submit his/her complaint in the first instance, to the Director (Monitoring and Audit), BRAC; address **as stated in the PDS**. The Director (Monitoring and Audit) shall consider the complaint and decide whether to reject the complaint or to implement any corrective action. He shall issue a written decision to the Consultant within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Procurement, BRAC.
- (e) When a complaint is being considered at any level, the proposal examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued until final decision on complaint has been received or the Consultant does not pursue the complaint at higher level.
- (f) If the Consultant is not satisfied with the written decision or fails to receive a written decision within the specified time period stated at (d) above and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Chairman, BRAC; address **as stated in the PDS**.
- (g) The Chairman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- (h) If Consultant is not satisfied with the written decision of the Chairman, BRAC or fails to receive a written decision within the specified time period stated at (g) above and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsman, BRAC; address **as stated in the PDS**.
- (i) The Ombudsman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsman shall issue a written decision to the supplier stating either the reason for the rejection of the

complaint or advising on the corrective action that has been taken, copying the decision to the Chairman, BRAC, Director (M&A), BRAC, and Director, Procurement, BRAC.

- (j) The decision of the Ombudsman shall be final and concerned purchaser/ officials shall act upon such decision immediately.

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 2: Proposal Data Sheet (PDS)

*Instructions for completing the Proposal Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITC Clauses.*

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants
ITC 1.1.3	The estimated number of weeks for the required consulting services is: 12 weeks
ITC 1.1.5	All Forms as attached to Section 3, Proposal Response Forms, must be duly completed, where required signed, and returned with the Consultant's proposal. In addition the following documents are required: i) Legal Document and other relevant documents of the consultant's company
ITC 1.1.9	<i>Alternative proposals are not permitted</i>
	<b>Technical and financial proposals should be to <a href="https://tender.brac.net/">https://tender.brac.net/</a> on 18-01-2024 within 02:30 PM (Dhaka Local Time). This is a double envelope tender, financial proposal will be opened later after technical evaluation.</b>
ITC 1.1.10	The proposal validity shall be: 30 days from the date of submission from the date of the proposal submission deadline.
ITC 1.1.11	Clarifications can be requesting in writing up to ten (10) days before the submission deadline (if any).
	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: Saidur Rahman Address: BRAC Procurement Department, BRAC Centre , 75-Mohakhali, Dhaka-1212 Contact number:+88-02- 9881265 Ext: 3034 Electronic mail address: saidur.rc@brac.net
ITC 1.1.13	<b>The Consultant shall submit 01 copy of the Technical Proposal only.</b>
ITC 1.3.1	Consulting Services from the following countries are not eligible: N/A

<b>ITC 1.5.1</b>	The date and time by which Proposals must be received by the Purchaser is: 18-01-2024 within 02:30 PM (Dhaka Local Time).																								
<b>ITC 1.6.1</b>	The selection method is QCBS-L.																								
<b>ITC 1.6.1</b>	Criteria, sub-criteria and point system for the evaluation of the																								
<b>ITC 1.6.4</b>	Technical Proposals are:																								
	<table border="1"> <thead> <tr> <th data-bbox="643 398 687 456">SL</th> <th data-bbox="687 398 1023 456">Particulars</th> <th data-bbox="1023 398 1214 456">Marks</th> <th data-bbox="1214 398 1493 456">Applicable/Not applicable</th> </tr> </thead> <tbody> <tr> <td data-bbox="643 456 687 551">1</td> <td data-bbox="687 456 1023 551">Experience in conducting similar sorts of national-level survey studies</td> <td data-bbox="1023 456 1214 551">20</td> <td data-bbox="1214 456 1493 551">Applicable</td> </tr> <tr> <td data-bbox="643 551 687 752">2</td> <td data-bbox="687 551 1023 752">Proposed methodology for carrying out the task: i. Methodology is in line with BRAC guidelines, ii. Responsive to all key objectives and indicators of the study</td> <td data-bbox="1023 551 1214 752">30</td> <td data-bbox="1214 551 1493 752">Applicable</td> </tr> <tr> <td data-bbox="643 752 687 873">3</td> <td data-bbox="687 752 1023 873">Demonstrates a clear understanding of the context and specific task as outlined in this ToR</td> <td data-bbox="1023 752 1214 873">20</td> <td data-bbox="1214 752 1493 873">Applicable</td> </tr> <tr> <td data-bbox="643 873 687 909">4</td> <td data-bbox="687 873 1023 909">Deliverables and Timeline</td> <td data-bbox="1023 873 1214 909">10</td> <td data-bbox="1214 873 1493 909">Applicable</td> </tr> <tr> <td data-bbox="643 909 687 1025">5</td> <td data-bbox="687 909 1023 1025">Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task</td> <td data-bbox="1023 909 1214 1025">20</td> <td data-bbox="1214 909 1493 1025">Applicable</td> </tr> </tbody> </table>	SL	Particulars	Marks	Applicable/Not applicable	1	Experience in conducting similar sorts of national-level survey studies	20	Applicable	2	Proposed methodology for carrying out the task: i. Methodology is in line with BRAC guidelines, ii. Responsive to all key objectives and indicators of the study	30	Applicable	3	Demonstrates a clear understanding of the context and specific task as outlined in this ToR	20	Applicable	4	Deliverables and Timeline	10	Applicable	5	Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task	20	Applicable
SL	Particulars	Marks	Applicable/Not applicable																						
1	Experience in conducting similar sorts of national-level survey studies	20	Applicable																						
2	Proposed methodology for carrying out the task: i. Methodology is in line with BRAC guidelines, ii. Responsive to all key objectives and indicators of the study	30	Applicable																						
3	Demonstrates a clear understanding of the context and specific task as outlined in this ToR	20	Applicable																						
4	Deliverables and Timeline	10	Applicable																						
5	Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task	20	Applicable																						
	<p>The evaluation process will use the following scoring system:</p> <ul style="list-style-type: none"> <li>(i) Very good (gives added value and shows high quality on the whole), 100%;</li> <li>(ii) Good (adequate and well suited to the purpose), 90%;</li> <li>(iii) Satisfactory (sufficient but lacks substantial advantages or has uneven quality), 70%;</li> <li>(iv) Not entirely satisfactory (sufficient in some aspects but not as a whole), 40%;</li> <li>(v) Poor (not addressed or not sufficient), 0%.</li> </ul> <p>As an example: "understanding of and comments on the terms of reference", with an achievable maximum of 10 points and a score of "good" would receive 10 x 90% = 9 points.</p>																								
<b>ITC 1.6.5</b>	The minimum Technical Score St required to pass is: 50 Points. The formula for determining the financial scores is the following: $Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the price of the lowest proposal and F the price of the proposal under evaluation.																								
<b>ITC 1.6.8</b>	The weights given to the Technical and Financial Proposals are: T = 0.8 for the technical proposal, and F = 0.2 for the financial proposal.																								
<b>ITC 1.11.2 (d)</b>	The name and address of the office where complaints to the Procuring Entity are to be submitted is: Head of Investigation																								

	BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
<b>ITC 1.11.2 (f)</b>	If the supplier is not satisfied with the reply of the Director, then The name and address of the office where complaints to be submitted is: The Chairman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
<b>ITC 1.11.2 (h)</b>	If the supplier is not satisfied with the reply of the Chairman, then The name and address of the office where complaints to be submitted is: The Ombudsman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 3: Terms of Reference Cohort 2024 Baseline Survey Ultra-Poor Graduation (UPG) programme

#### Background

The Ultra-Poor Graduation (UPG) programme stands as one of BRAC's flagship initiatives. Since its inception in 2002, the programme has been diligently working towards lifting targeted households sustainably from extreme poverty through the climate-adaptive Graduation Approach, encompassing livelihood promotion, financial inclusion, social protection, and social empowerment. The programme has evolved through five distinct phases, each spanning five years. Presently, it is in its fifth phase, covering the period from 2021 to 2025. Recognising the impact of climate vulnerability, the programme strategically clusters its working regions to intervene effectively in response to climate-induced shocks and vulnerabilities. In tackling pockets of poverty and acknowledging the shift of poverty from rural to intricate urban settings, the Programme has intervened to address the vulnerability of the urban population. The objective is to facilitate a sustainable shift away from poverty. Additionally, the programme places particular emphasis on the vulnerability of the indigenous community and person with disabilities by adhering to the "leaving no one behind" principle and intervening to address their intricate vulnerabilities through a tailored graduation approach. Operating on a cohort-based modality with a two-year tenure for each cohort, the programme enrolls approximately 70,000 ultra-poor participants in each cohort through a rigorous selection process. Over a period of 18-24 months, the productive assets are provided to the participants, guiding them towards breaking the cycle of poverty through hands-on coaching on enterprise management, marketing procedures, household financial planning, social and health issues etc.

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The UPG programme has a Results Framework (RF) that supports programme to determine the results of the programme.

### Objective of study

The objective of the study is to determine the baseline value of the selected UPG results framework indicators.

### Scope of the study

The scope of the baseline survey will include, but not be limited to, the following activities:

- a. Developing survey tools and methodologies, including questionnaires and data collection techniques.
- b. Selecting a representative sample of UPG programme participants.
- c. Representation of climate hot spot while analysis
- d. Producing a comprehensive report containing findings, analysis, and recommendations.

### Methodology

The design of this baseline survey should be followed by a mixed-method that integrates both quantitative and qualitative components. Participants for each cohort are selected based on a consistent set of selection criteria. The baseline survey will be conducted for Cohort 2024. It is anticipated that the consultant firm/ institution will propose a suitable methodology that aligns with the objectives and scope of the baseline survey, facilitating a thorough assessment of the programme's impact.

### Targeted Participants

For Cohort 2024, the UPG programme will enrol approximately 66,850 households. The consultant firm/individual will determine a statistically significant sample size that represents the population.

### Study areas

For Cohort 2024, the programme will be implemented in 227 branches under 33 districts across Bangladesh. While selecting the study area, the consultant firm/ institution should have the concentration on North-east, South, Urban, Coastal and central areas, and Barind areas (Rajshahi and Noagoan).

### Eligible indicators

The eligible indicators for the study are given below-

SN	Indicator	Indicator definition
1	% of climate vulnerable ultra-poor households are resilient to climate induced shocks	This indicator refers to households that demonstrate worsened vulnerability to the detrimental effects of climate change due to factors such as their socioeconomic status, geographical location, and limited adaptive capacity. The programme's interventions support these households to anticipate,



- prepare for, react to, and recover from the adverse impacts of climate change and climate-related events. The term "resilient" indicates that climate-vulnerable households have access to vital resources like clean water, climate-adaptive agricultural practices, diversified livelihoods (including agriculture, livestock, poultry, and non-farm activities), social safety nets, early warning systems, and effective disaster management strategies.
- To measure this indicator, the UPG programme will use a "tailored resilience index for ultra-poor participants," which will be assessed annually for the previous cohort. This indicator indicates that youth and adolescent have gainful employment for developing their skill in different demand driven trades. The UPG programme and BRAC Skills Development programme (SDP) will collaborate to offer support in enhancing the skills of these youth and adolescent from ultra-poor households. To take part in the training programmes for various trades, the youth and adolescents must meet the selection criteria outlined by the STAR project of SDP. The indicator assesses the extent to which these youth and adolescents have gainful employment by leveraging their skill development, ultimately contributing to their economic empowerment. Here gainful employment denotes the increment of the participant's income compared to the baseline study.
- 2 % of youths and adolescents (14-22 years) from ultra-poor household have gainful employment leveraging their skill development
 

The number (and %) of ultra-poor households that have expanded or diversified their climate-adaptive enterprises is determined by counting the households that have successfully increased or diversified their income-generating activities, which are specifically tailored to adapt to the impacts of climate change. In this context, climate adaptive enterprises refer to enterprises provided by the programme because the programme provided the enterprise options considering the climate change context. Depending on the nature and context, the options for enterprises may vary. In urban non-farm settings, the achievement is assessed based on the increase in the capital value of the enterprise options. Specifically, if the capital value has increased by 60% compared to the provided capital, it is considered an achievement. However, there are cases where participants have diversified their enterprise while keeping the capital value the same, and in such instances, it will also be considered an achievement. For farm-based enterprises, diversification refers to making horizontal changes to the enterprise. This means that participants should have diversified their enterprise
  - 3 Number (and %) of ultra-poor households have increased/ diversified climate-adaptive enterprise

- beyond the one provided by the programme. In this case, if participants have established three enterprises, it will be considered an achievement. This indicator provides valuable insights into the effectiveness of interventions in promoting climate resilience and economic diversification among the ultra-poor population.
- 4 % of ultra-poor households have access to market system  
The % of ultra-poor households that have access to the market system is calculated by dividing the number of ultra-poor households in the targeted community, who have established and maintained regular engagement with the market actors(Both inputs and outputs), by the total number of ultra-poor households in the community and then multiplied by 100. This indicator reflects the extent to which interventions have enabled ultra-poor households to participate in market activities, access economic opportunities, and potentially improve their livelihoods.
  - 5 % of youths and adolescents (14-22 years) from ultra-poor households have increased skills on different trades  
This indicator denotes the improved skills of young individuals and adolescents in particular trades following their training. The skill development programme focuses on equipping youth and adolescents (aged 14-22) from ultra-poor households with the necessary training to excel in their chosen trades. After a three-month period following their training, a sample survey will be conducted to assess the progress and skills of the selected participants.
  - 6 % of ultra-poor participants have access to green financial system  
This indicator signifies the accessibility of green financial systems for ultra-poor households. The term "green financial system" refers to an environmentally friendly financial system that aims to reduce carbon emissions. Participants who engage in mobile financial services, utilize digitalized instalment collection methods, and employ various other digitalized financial products are considered to have access to green financial systems. Participants who are involved in digital savings and instalment collection will be considered to measure this indicator.
  - 7 % of ultra-poor participants availed services from formal financial institutions  
This indicator indicates that the targeted ultra-poor households have accessed services from formal financial institutions. It pertains to participants who have engaged with financial products provided by formal financial institutions after graduating from the UPG programme.
  - 8 % of eligible households have access to the govt. social safety net programme  
This indicator demonstrates the inclusion of ultra-poor households in government social safety net programs. The term "access" refers to the participants meeting the

		government's inclusion criteria and receiving services through the Social Safety Net Program after being linked to it.
9	% of women actively engaged in household decision making process	This indicator indicates that the targeted women have actively engaged in the household decision making process. Here, actively refers to frequent participation in the decision making. Women HH decision making index will be used to measure this indicator.
10	% of person with disabilities from the ultra-poor households have meaningful social and functional participation for improving mobility	This indicator quantifies the proportion of individuals with disabilities from ultra-poor households who actively engage in significant social and functional activities by enhancing their mobility. It evaluates the extent of social inclusiveness and functional involvement of persons with disabilities within their communities, encompassing aspects such as access to education, employment/income, healthcare services, transportation, and other relevant services. The term "meaningful" indicates participation in activities that yield substantial outcomes. For instance, participants (persons with disabilities) who are able to move from one place to another and carry out necessary tasks with the assistance of a wheelchair. This indicator reflects the effectiveness of interventions and support provided to persons with disabilities in promoting their mobility, independence, and overall engagement in society.

### Requirements of the Proposal

Interested parties should submit their technical proposal including following items (not limited to):

- Letter of interest and contact person
- Understanding of the assessment
- Detailed methodology of the study
- Analysis plan
- Plan for Data quality assurance procedures
- Experience and references
- Detailed work plan, including estimated number of days required for completion of data collection activity
- CVs for key personnel

### Key Deliverable

The selected consultant firm/ institution is expected to deliver the following activities:

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75 Mohakhali  
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1. Submit an inception report with detailed work plan and methodology to BRAC along with timeframe, draft questionnaire for interviews and the responsible person for this assignment.
2. Prepare and finalize interview guideline/topic guide, questionnaire, checklist, and other data collection tools in consultation with UPG programme, BRAC. The consulting firm/institution will be responsible for pre-testing and the finalization of the tools and techniques for the study.
3. Present draft detailed reports (quantitative and qualitative research) to UPG programme of BRAC prior to the submission of final report. BRAC will review the draft reports and provide necessary feedback. Once the back and forth in addressing the feedback is completed and BRAC management, along with other relevant experts, approve the report, the consultancy firm/institution will be asked to finalize the report.
4. Submit a summary report (maximum 10 pages) with the key findings for policy makers. The consulting firm/institution will submit this final report (both detailed and summary report) along with all deliverables as requested.
5. Provide the hard and soft copy of survey data (both raw and processed) and transcripts of interviews to UPG programme of BRAC.

## Reporting outline

### Inception Report

After the contract signing, the consultancy firm must submit an inception report based on the initial desk review and discussion with BRAC.

The guidelines of the inception report are given below.

- Format and Size - The report must not exceed 20 pages (excluding all annexes) in MS Word and use the standard page set-up, margin, fonts, and line spacing, like Arial Font, Size 11, Paragraph spacing as single, justified alignment (Margin: Left 1.25, Right, Top, and Bottom 1).
- Cover Page, Table of Contents, List of Acronyms, Executive Summary
- Introduction - Should include objectives of the evaluation; scope of the evaluation; overview of the evaluation process; and purpose of the inception report.
- Methodology - Description of the methodology for data and information collection - along with limitations, preparation process and logistics, recruitment of field teams etc. Also, the section should contain a methodology matrix.
- Proposed Evaluation Questionnaire - Evaluation questionnaire with the explanatory comments associated with each question; overall approach for answering the evaluation questions; detailed proposed evaluation questions (presented in table format; including rationale; chain of reasoning; and corresponding qualitative and/or quantitative indicators; feasibility); coverage of issues stated in the ToR by each evaluation question.
- Next Steps - A detailed work plan for the next phases/stages of the evaluation, including plans for the visits to programme sites, including the list of interventions for analysis in the field (explanation of the value added for the visits); team composition and distribution of tasks; the contractor's approach to ensure quality assurance of all deliverables.
- Data Quality and Analysis Plan- A detailed plan for analysing quantitative and qualitative data as per the evaluation questions, specifying the process and tools used for data analysis. The development of data collection and data quality maintaining guidelines for interviewers is required.

- Annexes - Should include a list of indicators under evaluation and corresponding interventions; summary methodology matrix; the template for the questionnaire survey; sampling details and any other relevant documents and data

**Final Report**

The consultant firm/ institution should abide by the following outline while preparing the report:

- The guidelines for the report are given below. Format and Size - The report must not exceed 50 pages (excluding all annexes) in MS Word and use the standard page set-up, margin, fonts, and line spacing.
- Cover Page, Table of Contents, List of Acronyms.
- Executive Summary - must be a clear, specific, and concise stand-alone document that states the most salient findings, conclusions, and recommendations of the evaluation and gives the readers the essential contents of the report in two to four pages. The Executive Summary should help the readers to build a mental framework for organizing and understanding the detailed information within the report.
- Introduction - must include objectives, purpose, audience, justification and rationale and synopsis of tasks.
- Methodology and evaluation Design - must describe the methodology and design of the evaluation, constraints and limitations and ethical issues in carrying out the evaluation. Tabular summary and graphical presentation of quantitative and qualitative methods - must be presented in table and graphical forms as suitable.
- Findings and Discussion - must present results from the evaluation and associated evidence. Results must be analyzed and presented, using findings from the qualitative and quantitative surveys, and from secondary sources, in a complementary fashion. The source of each finding must be clearly stated.
- Lessons learned- major lessor learned from survey.
- Conclusions and Recommendations - must provide high-level conclusions about the indicators, and behaviour changes of the target population and sub-groups, and contextual, cultural, and individual factors that influence the current situation. All conclusions must be based solely on the presented findings. If information from other sources is used to reach these conclusions, valid references must be provided, and reference documents or internet links to these included. Recommendations must be relevant to BRAC's development interests and context and include concrete and realistic steps for implementing or applying the recommendation.
- Annexes - All relevant documents, detailed tables and secondary data used must be provided as annexes, Indicator wise value

The report must be prepared and formatted as per the BRAC brand guidelines.

**Timeline:** 4 months from the date of contract signing

<b>Task</b>
Recruitment of consultant
Inception report
Finalizing questionnaires, tools, guideline and analysis plan
Enumerator training and field test of the tools

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Data collection
Data analysis and draft report
Presentation
Final report after incorporating comments from UPG programme

**Assessment criteria of technical proposal**

Assessment Criteria Technical proposals will be evaluated on the Quality and Cost Based Selection (QCBS) method - based on the submitted technical and financial proposal. The contractor may be asked for further information if deemed necessary. The short-listing criteria for the evaluation are as follows:

Criteria	Marks
Demonstrates a clear understanding of the context and specific task as outlined in this ToR	20
Proposed methodology for carrying out the task <ul style="list-style-type: none"> <li>i. Methodology is in line with BRAC guidelines.</li> <li>ii. Responsive to all key objectives and indicators of the study</li> </ul>	30
Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task	20
Experience in conducting similar sorts of national-level survey studies	20
Deliverables and Timeline	10
<b>Total</b>	<b>100</b>

The pass mark is 50% for technical proposals. The weightage for the technical proposal is 80 percent and the financial proposal is 20 percent.

Financial proposal and marks breakdown: The ToR should mention that the financial proposal must include VAT and tax. The financial proposal will be reviewed only if the mark obtained for the technical proposal is above 50 (pass mark). The financial proposal will carry a 20% weightage in evaluation.

The formula for determining the financial score is the following:

$$S_f = 100 \times F_m / F$$

Here,

S<sub>f</sub>= Financial score,

F<sub>m</sub>= The price of the lowest proposal and

F= The price of the proposal under evaluation.

The final marks will be calculated by aggregating the weighted scores from the technical and financial proposals.

**Qualification and Expected competency**

The consulting firm/institution should have at least ten years of experience in research and evaluation. The firm/institution must have necessary permanent manpower to reflect its organizational strength related to research activities.

The key professional staff for the study of the selected firm/institution should possess the minimum required qualification and experience outlined below:

**Team Leader:**

- Must have a Master' in Economics/ Finance/ Development Economics/ Development Studies/Disaster Management from a reputed foreign academic university.



- At least 15 years of research experience on poverty and livelihood.
- Must have participated as team leader in at least 2 similar research/survey projects/programme..
- Must have at least six research publications in peer reviewed journals on relevant field (poverty, livelihood, social protection, micro-enterprise development, extreme poor policy, and governance).

It is expected that the consultant firm should keep gender specialist, disability inclusion, and climate change expert in the team. The data collection team should be mixture of male and female team members.

### Mode of payment

Instalments	Percentage	Timeline
First Instalment	30%	Inception report detailing the methodology, tools, and field plan/
Second Instalment	30%	After submission of draft report.
Final Instalment	40%	After acceptance of final report by the programme and summary along with the hard copy and soft copy of survey data and transcripts.

### Ethical Considerations

- Consultant firm must adhere to the ethical guidelines, and ensure the confidentiality, privacy, and dignity of study participants throughout the data collection process.
- Any identified risks or ethical concerns should be immediately reported to the study coordinator or supervisor.

### Terms and Conditions:

Consultant firm must maintain confidentiality of the data. Except for the assigned authorized person, nobody should have access to the collected data.

### BRAC Safeguarding Clauses

BRAC is committed to safeguard its people (staff, volunteers, programme participants including children, adolescent, and adults with special needs) from all forms of abuses such as, sexual harassment, intimidation, violence, bullying, humiliation, discrimination, neglect and exploitation.

BRAC's Safeguarding Policy and other subset policies and procedures (Sexual Harassment Elimination policy, Child and Adolescent Protection policy, Whistleblowing policy, Prevention of Workplace Bullying and Violence policy, Adults with Special Needs policy and Code of Conduct) are an essential part of any contract and mandatory for anyone associated with BRAC.



While working with BRAC as a Consultant, it is a requirement to adhere all the above policies and Code of Conduct (CoC) of BRAC. BRAC takes a zero-tolerance approach towards safeguarding violations, misconduct and reserves the right to terminate the contract in case of any safeguarding breaches. Also, the Consult will adhere to the following:

BRAC's vision is: for a world free from all forms of exploitation and discrimination, where everyone has the opportunity to realize their potential.

The mission of BRAC is: to empower people and communities in situations of poverty, illiteracy, disease and social injustice. Our interventions aim to achieve large scale, positive changes, through economic and social programmes that enable women and men, to realize their potential.

BRAC's values are: Integrity, Innovation, Inclusiveness, and Effectiveness.

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Technical Submission Form (BPD 5-7)

To:  
BRAC Procurement Department  
BRAC Head Office  
BRAC Centre, 6th Floor  
75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Instruction to Consultants, Proposal Data Sheet, General Conditions of Contract** and **Special Conditions of Contract** and we hereby submit our Proposal, to perform the services <<em>>insert title and description> in conformity with the Request for Proposals and in accordance with the Proposal Response Forms included in our Proposal, as per the provisions of the RFP.

We are submitting our Proposal in association with:

<<em>insert name and location (city, country) of any associated consultant, or state none if not applicable>

Our Proposal shall be valid for the period of time specified in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the law of Bangladesh or by BRAC or in accordance with the RFP.

If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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We understand that all provisions and conditions of the RFP (as amended via Addendum, if applicable) are fully applicable to our Proposal.

We further understand that you are not bound to accept any or all Proposals that you may receive.

Yours sincerely,

Authorized Signature:  
 Name and Title of Signatory:  
 Name of Firm:  
 Address:  
 Firm's Seal or Stamp:

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Consultant's Organisation (BPD 5-8)

*[Provide here a brief description of the background and organisation of your firm/entity and each associate for this assignment]*

Name of Consultant's Organisation	[Consultant to enter]	
Address of Consultant Telephone Fax	[Consultant to enter]	
Name(s) of Directors	[Consultant to enter]	
Registration Number in Home Country	[Consultant to enter]	
Business Certificates (if any)	[Consultant to enter]	
Annual Turnover for the last 3 Years	Year	Amount
	[BRAC to enter]	[Consultant to enter]
	[BRAC to enter]	[Consultant to enter]
	[BRAC to enter]	[Consultant to enter]

Signed	[Consultant to enter]	Dated	[Consultant to enter]
Name and Designation	[Consultant to enter]		

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Duly authorised to sign on behalf of	[Consultant to enter its name]
--------------------------------------	--------------------------------

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Consultant's Experience (BPD 5-9)

*[Using the format below, Consultant to provide information on each assignment for which your organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major organisations within an association, for carrying out consulting services similar to the ones requested under this assignment]*

Assignment name:	Approximate value of the contract:
Location & Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address of Client:	Approximate value of the services provided by your organisation under the contract:
Start date (month/year):	No of professional staff-months provided by your organisation:
Completion date (month/year):	Name of senior professional staff of your organisation involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader, Key Experts):
Name of associated Consultants, if any:	Name of senior professional staff of your organisation involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader, Key Experts):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

We certify that all information and data in this form is accurate and correct. We further understand that supporting documentation proving data / information provided by us in this form may be required by the Purchaser at any stage before signature of contract, and our failure to provide such documentation, acceptable to the Purchaser,

may result in the rejection of our proposal and in disqualification from any further procurement exercises carried out by the Purchaser.

Authorised Signature:	[Consultant to enter]	
Name & Title of Signatory:	[Consultant to enter]	
Company Name of Consultant	[Consultant to enter]	Consultant's Seal or Stamp

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Consultant's Description of Approach, Methodology and Work Plan (BPD 5-10)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal, inclusive of charts and diagrams, divided into the following four chapters]:

- a) *Understanding of and comments on the Terms of Reference*
  - b) *Technical Approach and Methodology*
  - c) *Work Plan, and*
  - d) *Organization and Staffing.*
- a) Understanding of and comments on the Terms of Reference. Enter a brief understanding of the Terms of Reference, and any relevant comments on the Terms of Reference.
- b) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. The assumptions and risks underlying the carrying out of the services should also be identified and discussed here, together with a strategy for minimising and managing risks.
- c) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the Technical Approach and Methodology, showing understanding of the Terms of



Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule - refer to Proposal Response Form BPD 5-14).

d) **Organisation and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff. CVs for all proposed key experts and for the proposed technical and support staff shall be attached to this document in the format provided at Proposal Response Form BPD 5-11. Any other support documents may be required by the Purchaser at its discretion].

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Curriculum Vitae (CV) for the Proposed Team Leader, Key Experts and Other Staff (BPD 5-11)

1	Proposed Position	<i>[only one candidate shall be nominated for each position]</i>		
2	Name of Firm	<i>[enter name of firm proposing the staff]</i>		
3	Name of Staff	<i>[enter full name]</i>		
3	Years with Firm/Entity	<i>[enter no. of years]</i>		
4	Date of Birth	<i>[enter dd/mm/yyyy]</i>	Nationality	<i>[enter nationality]</i>
5	Education			
6	Membership of Professional Associations			
7	Other Training			
8	Countries of Work Experience	<i>[List countries where staff has worked in the last ten years]</i>		
9	Languages (5 Fluent down to 1 Poor)	Language	Speaking	Reading
	Employment Record			





Signature of staff member:	Date:
OR	
Name and Signature of authorised representative of staff member:	Date:

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Team Composition and Task Assignment (BPD 5-12)

Professional Expert				
Name of Expert	Firm	Area of Expertise	Position Assigned	Task Assigned

Signed	<i>[Consultant to enter name of authorised signatory and signature]</i>	Dated	
For			





- 1 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 2 Field work means work carried out at a place other than the Consultant's home office.

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Work Schedule (BPD 5-14)

N <sup>o</sup>	Activity <sup>1</sup>	Weeks <sup>2</sup>						
		1	2	3	4	5	6	n
1								
2								
3								
4								
5								
6								
n								

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 4: Financial Submission Form (BPD 5-15) *[Will be asked later from technically qualified firms only]*

To:  
BRAC Procurement Department  
BRAC Head Office  
BRAC Centre, 6th Floor  
75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Instruction to Consultants, Proposal Data Sheet, General Conditions of Contract** and **Special Conditions of Contract** and we hereby submit our attached Financial Proposal for the sum of:

<<em>insert currency and amount in both, words and figures>

We confirm that our Proposal shall remain valid, from the closing date, for the period stated in the RFP.

Our Financial Proposal is binding upon us and shall be subject to any modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents/Recipient	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any or all Proposals you receive..

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Authorised Signature:	Date
Name & Title of Signatory:	Name: Title:
Duly authorised to sign on behalf of	
Name of Consultant	Seal or Stamp

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## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 5: General Conditions of Contract

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## 5.1 GENERAL PROVISIONS

- (1) The **Purchaser** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
- (2) The **Consultant** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
- (3) The Contract Documents listed in the Contract Agreement represents the entire and integrated Contract between the Purchaser and the Consultant. The Contract is governed by and shall be construed in accordance with the laws of Bangladesh, and the ruling language of the Contract is English.
- (4) All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract.
- (5) All correspondence relating to the Contract between the parties and their representatives, and all documents shall be in English.
- (6) Neither the Purchaser nor the Consultant shall assign, in whole or in part, their obligations under the Contract, except with the prior consent of the other party.
- (7) In these Conditions of Contract, and the Special Conditions of Contract, the following words and expressions shall have the meaning as stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.  
"**Consultant**" means the person or organisation stated in the Contract Agreement whose Proposal to provide the Services has been accepted by the Purchaser;  
"**Contract**" means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Consultant for the performance of the Services;  
"**Contract Manager**" means the person named in the **SCC**, who manages the implementation of the Contract on behalf of the Purchaser;  
"**Contract Price**" means the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract;  
"**Date for Commencement**" means the date specified in the **SCC** by which the Consultant will be required to commence the Services;  
"**Date for Completion**" means the date specified in the **SCC**, by which the Services are required to be substantially completed;  
"**Days**" means calendar days, "**Months**" means calendar months;  
"**Force Majeure**" means an event or situation beyond the control of either party, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargo;  
"**in writing**" means communicated in written form (e.g. by letter, e-mail or fax);  
"**Member**" means any of the entities that make up the joint venture, consortium or association for the Consultant Services, and "**Members**" means all of them;  
"**Member-in-Charge**" means the person appointed by the Members to act for an on behalf of the

Members in any discussions with Purchaser regarding the Services and who shall be the point of Contact for the Consultant to which all Notices issued by Purchaser under this Contract shall be directed; "**Personnel**" means professional and support staff, provided by the Consultant, or by the Members, and assigned to perform the Services or any part thereof. "**Foreign Personnel**" means such professionals and support staff who at the time of being so provided have their domicile outside of Bangladesh; "**Local Personnel**" means such professionals and support staff who at the time of being so provided have their domicile inside Bangladesh. "**Key Personnel**" are those listed in the SCC; "**Purchaser**" means the Procuring Entity stated in the Contract Agreement; "**Services**" are what the Contract requires the Consultant to provide; "**Schedule of Prices**" means any schedule included in the Contract which shows the respective unit rate of payment for supply of the Services; "**Site**" means the place(s) of performance of the Services specified in the Contract; "**Terms of Reference**" means the statement set out in the Contract specifying and describing the Services. Titles and headings shall not be used in the interpretation of these Conditions. Words in the singular also include the plural and vice versa when the context so requires. Words indicating a gender include either gender.

## 5.2 RELATIONSHIP BETWEEN THE PARTIES

- (1) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Purchaser and Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 5.3 AUTHORITY OF MEMBER IN CHARGE

- (1) If the Consultant is a joint venture, consortium or association (this does not include sub-consultancy) all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the Contract, but shall appoint one party to act as the Member-in-Charge with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of Purchaser.
- (2) In the case that the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorise the entity specified in the SCC to act as Member-in-Charge on their behalf in exercising all the Consultant's rights and obligations towards Purchaser under this Contract, including without limitation the receiving of instructions and payments from Purchaser.

## 5.4 NOTICES

- (1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the Purchaser or to the Member-in charge, as the case may be, or when sent to the address specified in the SCC.

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- (2) A Party may change its address for the delivery of notices by giving the other Party notice in writing of such change to the address specified in the **SCC**.

## **5.5 OBLIGATIONS OF THE PURCHASER**

### **5.5.1 General Obligations**

- (1) The Purchaser shall appoint a Contract Manager, as specified in the **SCC**, for the Services and shall provide written notice to the Consultant of such an appointment. The Purchaser may from time to time replace the Contract Manager by giving written notice to the Consultant of such replacement.
- (2) Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Purchaser or the Consultant may be taken or executed by the Contract Manager or Member-in-charge as the case may be.

### **5.5.2 Payments**

- (1) The Purchaser shall pay to the Consultant the sums due under the Contract for Services provided. Payments shall be made in accordance with Article 5.11.

### **5.5.3 Information**

- (1) The Purchaser shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

### **5.5.4 Assistance and Exemptions**

- (1) The Purchaser shall use its best efforts to ensure that it shall provide the Consultant such assistance and exemptions as specified in the **SCC**.

### **5.5.5 Services, Facilities and Property of Purchaser**

- (1) The Purchaser shall make available free of charge to the Consultant the services, facilities and property as stated in the Terms of Reference.
- (2) Anything supplied by or paid for by the Purchaser or the Contract Manager for use by the Consultant shall be the property of the Purchaser and where practicable shall be so marked. When the services are completed or terminated the Consultant shall furnish inventories to the Purchaser of what has not been consumed in the performance of the services and shall deliver it as directed by the Purchaser.

## **5.6 OBLIGATIONS OF THE CONSULTANT**

### **5.6.1 Standard of Performance**

- (1) The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Consultants or Third Parties.

#### **5.6.2 Assignment and Sub-letting**

- (1) The Consultant shall not without the written consent of the Purchaser assign the benefits from the Agreement.
- (2) Neither the Purchaser nor the Consultant shall assign obligations under the agreement without the written consent of the other party.
- (3) The Consultant shall not without the written consent of the Purchaser initiate or terminate any sub-contract for performance of all or part of the Services.

#### **5.6.3 Intellectual Property and Copyright**

- (1) The Consultant retains intellectual property and copyright (**IP**) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Consultant, unless otherwise provided in the **SCC**. The Purchaser shall be entitled to use them or copy them for the purpose for which they are intended and need not obtain the Consultant's permission for such use.

#### **5.6.4 Conflict of Interests**

- (1) The Consultant shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **5.6.5 Consultant Not to Benefit from Commissions Discounts, etc**

- (1) The payment of the Consultant pursuant to Clause 5.11 hereof shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultant in the

exercise of such procurement responsibility shall be for the account of the Purchaser.

#### **5.6.6 Consultant and Affiliates Not to Engage in Certain Activities**

- (1) The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### **5.6.7 Prohibition of Conflicting Activities**

- (1) The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

#### **5.6.8 Confidentiality**

- (1) Except with the prior written consent of the Purchaser, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### **5.6.9 Consultant's Actions Requiring Agency's Prior Approval**

- (1) The Consultant shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
  - (a) Entering into a subcontract for the performance of any part of the Services;
  - (b) Appointing such members of the Personnel not listed by name in the SCC; and
  - (c) Any other action that may be specified in the SCC.

#### **5.6.10 Reporting Obligations**

- (1) The Consultant shall submit to the Purchaser the reports and documents specified in the Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in the Terms of Reference. Final reports shall be delivered in electronic format in addition to the hard copies specified in the Terms of Reference.

### **5.7 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

#### **5.7.1 General**

- (1) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in the Terms of Reference. The Key Personnel and sub-consultants listed as well as by name in the SCC are hereby approved by Purchaser.

#### **5.7.2 Removal and/or Replacement of Personnel**

- (1) Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (2) If the Purchaser (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Purchaser.
- (3) The Consultant shall have no claim for additional costs arising out of, or incidental to, the removal and/or replacement of Personnel.

### **5.8 PERFORMANCE OF THE SERVICES**

#### **5.8.1 Location**

- (1) The Services shall be performed at such locations as are specified in the SCC and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.

#### **5.8.2 Effectiveness of Contract**

- (1) This Contract shall come into force and effect on the date (the "Effective Date") the Agreement is signed by both Parties or on such other conditions as may be stated in the SCC

#### **5.8.3 Commencement of Contract**

- (1) The Consultant shall commence the Contract not later than the number of days after the Effective Date specified in the SCC.

#### **5.8.4 Completion of Contract**

- (1) The Contract shall end by the date specified in the SCC.

### **5.9 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

#### **5.9.1 Professional Indemnity Insurance**

- (1) The Consultant shall maintain professional indemnity insurance in an amount not less than that stated in the SCC for anyone occurrence or series of occurrences Agreement and for the period stated in the SCC, and provided always that such insurance is available at commercially reasonable rates. The Consultant shall

immediately inform the Purchaser if such insurance ceases to be available on the terms required by this Condition at commercially reasonable rates in order that the Purchaser and the Consultant can discuss means of best protecting the respective positions of the Purchaser and the Consultant in the absence of such insurance.

### 5.9.2 Public Liability Insurance

- (1) As stipulated in the SCC and in the sum stated if applicable.

### 5.9.3 Insurance Documentation

- (1) Within 14 days of Contract signature the Consultant shall produce for inspection insurance certificates to show that the insurance cover required by the Purchaser is being maintained against the risks and for the coverage for the duration of the Contract as shall be specified in Clauses 5.9.1 and 5.9.2 above.
- (2) The Consultant shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Purchaser.
- (3) If the Consultant does not provide the insurance certificates required, the Purchaser may effect the insurance which the Consultant should have provided and recover the premiums the Purchaser has paid from payments otherwise due to the Consultant or, if no payment is due, the payment of the premiums shall be a debt due.

### 5.10 VARIATION ORDERS

- (1) Subject to the agreement of the Parties the Purchaser may prepare a Variation Order making changes to the Services, Terms of Reference, timing and/or cost of the Contract.
- (2) Both Parties shall sign the Variation Order within 3 days of its issue.

### 5.11 TERMS OF PAYMENT

- (1) The total payments made to the Consultant for the provision of the Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for Variation Orders made to the Contract as provided for in Clause 5.10.
- (2) Payments will be made to the Consultant according to the terms stated in the SCC.
- (3) Payment shall be made within 30 days of receipt of the invoice and the relevant documents and within 60 days in the case of the final payment. The Consultants' Personnel providing Services under this Contract, during the course of their work (including field work) under this Contract, may be required, as stated in the SCC, to complete time sheets or other such documents used to identify time spent, as well as expenses incurred, as instructed by the Purchaser's Authorised Representative.
- (4) If an Advance Payment is allowed as detailed in the SCC, the first payment shall be made against the provision by the Consultant of an Advance Payment Guarantee for the same

amount in the format provided. Other payments shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to Purchaser specifying the amount due.

#### 5.11.1 Payment on Termination

- (1) Upon termination of this Contract the Purchaser pursuant to 5.12 shall make the following payments to the Consultant:
  - (a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and
  - (b) Except in the case of termination pursuant to 5.12.1 reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the repatriation travel of the Personnel and their eligible dependents.

#### 5.11.2 Taxes

- 1) Foreign Consultants and its foreign personnel shall be exempt from local taxes, and if the foreign Consultant and/or its foreign personnel are required to pay taxes in Bangladesh, the Purchaser shall reimburse such taxes. This does, however, not apply to VAT paid for purchases in Bangladesh and also not to local personnel of Foreign Consultants.
- 2) Local Consultants shall follow the tax laws of Bangladesh, and all taxes are deemed to be included in the Consultant's fee/remuneration, with the exception of VAT, which shall be added at the prevailing rate.

### 5.12 TERMINATION AND SUSPENSION

The Contract may be terminated or suspended in the following cases:

#### 5.12.1 Termination for Default

- (1) The Purchaser may, without prejudice to any other remedy for breach of Contract and written notice default sent to the Consultant, terminate the Contract in whole or in part if the Consultant:
  - a) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension pursuant to Clause 5.12.5 within 30 days after being notified or within a further period as Purchaser may have subsequently approved in writing;
  - b) In the judgment of Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. For the purposes of this provision, the terms set forth below shall apply:
    - (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
    - (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;
    - (iii) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) **"obstructive practice"** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Purchaser's rights.

#### 5.12.2 Termination for Insolvency

- (1) The Purchaser may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

#### 5.12.3 Termination for Convenience

- (1) The Purchaser may, without cause, by written notice order the Consultant to terminate its engagement under the Contract. Upon such termination, the Consultant shall be compensated for the Services performed up to the point of termination, including a reasonable profit on the uncompleted work. The Consultant shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser, of all outstanding subcontracts.

#### 5.12.4 Termination by the Consultant

- (1) In the event that:
  - (a) The Purchaser fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 5.13.2 hereof within 45 days after receiving written notice from the Consultant that such payment is overdue.
  - (b) As the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days.
  - (c) The Purchaser fails to comply with any Arbitral Award published as a result of arbitration pursuant to Clause 5.13.3 hereof.
- (2) The Consultant may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Consultant shall give a not less than 30 days' written notice of termination to Purchaser.

#### 5.12.5 Suspension of Payments

- (1) The Purchaser may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding 30 days after receipt by the Consultant of such notice of suspension.

#### 5.12.6 Suspension of Funding

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- (1) In the event that funding is suspended, from which part of the payments to the Consultant are being made, the Purchaser will notify the Consultant of such suspension within 7 days of having received advice of the suspension of funding.

#### **5.12.7 Suspension of the Services**

- (1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Consultant, the Purchaser shall after due consultation with the Consultant, determine any extension of time and the amount that shall be added to the Contract Price to which the Consultant is entitled.

### **5.13 DISPUTES AND ARBITRATION**

#### **5.13.1 Amicable Settlement**

- (1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of, or in connection, with this Contract or its interpretation

#### **5.13.2 Dispute Resolution**

- (1) Any dispute, claim or difference out of breach or termination of the Agreement shall be agreed between the Purchaser and the Consultant or failing agreement shall be referred to arbitration in accordance with clause 5.13.3.

#### **5.13.3 Arbitration**

- (1) If the parties are unable to reach an amicable settlement within twenty-eight (28) days of the first written correspondence on the matter of dispute, controversy or claim arising out of, or relating to, this Contract, or the breach, termination or invalidity thereof, then either Party may give notice to the other party of its intention to commence arbitration.

During the period that Arbitration is underway, the parties shall continue to perform their respective obligations under the Contract, unless they otherwise agree, and the Purchaser shall pay the Supplier any monies due to the Consultant.

Arbitration shall be conducted in accordance with the Arbitration Act (Act No. 1 of 2001) of Bangladesh as at present in Force. The language to be used in the arbitral proceedings shall be in English. The Arbitration award shall be final and binding on all Parties.

### **5.14 FORCE MAJEURE**

#### **5.14.1 No Breach of Contract**

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- (1) The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed the other Party as soon as possible about the occurrence of such an event.

**5.14.2 Extension of Time**

- (1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**5.14.3 Payments**

- (1) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS**

**Section 6: Special Conditions of Contract**

<b>GCC Clause</b>	<b>Amendments of, and Supplements to, Clause in the General Conditions of Contract</b>
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<p><b>GCC</b></p> <p><b>5.1 (1)</b></p>	<p>The Purchaser is represented by:</p> <p>Saidur Rahman  BRAC Procurement Department (BPD)  BRAC Head Office  BRAC Centre, 6th Floor  75 Mohakhali  Dhaka 1212, Bangladesh  Phone: +88 02 9881265  Fax: +88 02 8823542  Email: <a href="mailto:saidur.rc@brac.net">saidur.rc@brac.net</a></p>
<p><b>GCC</b></p> <p><b>5.1 (2)</b></p>	<p>The Consultant is represented by:</p> <p>[enter name of person]  [enter contact address]  Tel: [enter telephone number]  Fax: [enter fax number]  e-mail: [enter e-mail address]</p>
<p><b>GCC</b></p> <p><b>5.1</b></p>	<p>The Contract Manager appointed by Purchaser is:</p> <p>MD. Reazul Amin  BRAC Procurement Department (BPD)  BRAC Head Office  BRAC Centre, 6th Floor  75 Mohakhali  Dhaka 1212, Bangladesh  Phone: +8801708498677  Email: reazul.amin@brac.net</p>
	<p>The Date of Completion is:</p>
	<p>The Consultant's Key Personnel is:  [enter names and tasks covered, as per the Consultant's proposal, or as negotiated]</p>
	<p>The Consultant's Other Personnel is:  [enter names and tasks covered, as per the Consultant's proposal, or as negotiated]</p>
<p><b>GCC</b></p> <p><b>5.3 (2)</b></p>	<p>The Member-in-Charge is:</p> <p>[enter name of entity]  [enter name of individual]  [enter contact address]  Tel: [enter telephone number]  Fax: [enter fax number]</p>



	e-mail: <i>[enter e-mail address]</i> N/A
<b>GCC 5.4</b>	The addresses for submitting Notices shall be: <u>For Purchaser</u> Saidur Rahman BRAC Procurement Department (BPD) BRAC Head Office BRAC Centre, 6th Floor 75 Mohakhali Dhaka 1212, Bangladesh Phone: 02-9881265-ext 3038 Email: <a href="mailto:saidur.rc@brac.net">saidur.rc@brac.net</a> <u>For the Consultant</u> <i>[enter name of person]</i> <i>[enter name of Consultant]</i> <i>[enter address of Consultant]</i> <i>[enter contact details]</i>
<b>GCC 5.6.3</b>	All deliverables belong to BRAC and consultant cannot be used/divulged without the express permission in writing by BRAC.
<b>GCC 5.6.9</b> (c)	The following actions shall require Purchaser's prior approval: [If change any type of work schedule or delivery time]
<b>GCC 5.8.1</b>	The services are to be performed in BRAC Head Office BRAC Centre, 9th Floor 75 Mohakhali Dhaka 1212, Bangladesh
<b>GCC 5.8.4</b>	As per ToR
<b>GCC 5.9.1</b>	Professional Indemnity Insurance shall be for <i>[enter currency/amount]</i> N/A Public Liability Insurance shall be for <i>[enter currency/amount]</i> N/A <i>[If appropriate, the Purchaser may waive either or both requirements for smaller value contracts]</i>

GCC 5.9.2													
GCC 5.9.1	Professional Indemnity Insurance shall be for N/A												
GCC 5.9.2	Public Liability Insurance shall be for [enter currency/amount] N/A <i>[If appropriate, the Purchaser may waive either or both requirements for smaller value contracts]</i>												
GCC 5.11 (2)	Payments will be made to the Consultant as follows: Payment will made on three instalments:												
GCC 5.11 (3)	<table border="1"> <thead> <tr> <th>Instalments</th> <th>Percentage</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>First Instalment</td> <td>30%</td> <td>Inception report detailing the methodology, tools, and field plan/</td> </tr> <tr> <td>Second Instalment</td> <td>30%</td> <td>After submission of draft report.</td> </tr> <tr> <td>Final Instalment</td> <td>40%</td> <td>After acceptance of final report by the programme and summary along with the hard copy and soft copy of survey data and transcripts.</td> </tr> </tbody> </table>	Instalments	Percentage	Timeline	First Instalment	30%	Inception report detailing the methodology, tools, and field plan/	Second Instalment	30%	After submission of draft report.	Final Instalment	40%	After acceptance of final report by the programme and summary along with the hard copy and soft copy of survey data and transcripts.
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	<p>The calculation for 10 percent tax and 15 percent vat : <math>(\text{Core Value} * 1.15) / .90</math>, Please calculate the value as per this formula. If any confusion please call Reazul Amin (01708498677)</p> <p>Payment would be made to the Consultant/Consultancy firm after acceptance/recommendation by the programme through an automatic Bank transfer directly into any scheduled Bank in Bangladesh in favour of consultant/consultancy firm.</p> <p>For payment, Consultant/consultancy firm has to submit an invoice duly describing the agreed accomplishment.</p> <p>It is noted that the Firm must fill up their accounts information as per instruction i) Account name ii) A/C number iii) Bank name iv) Branch name v) E-mail address vi) Routing Number.</p> <p>Payments will be subject to deduction of VAT &amp; Tax at source as per Govt. Rule. (If applicable).</p> <p>Payment will be disbursed within 45 days after vetting by Programme.</p> <p>Consultant/Consultancy Firm must submit 13 digits new BIN, Updated Trade license (Applicable for firm) &amp; TIN, income tax certificate 2022-23 (applicable for both firm &amp; Individual) with proposal and Mushok 6.3 Applicable for firm) and Income tax certificate 2022-23 (applicable for both firm &amp; Individual)with invoice.</p>												

As per the Finance Act-2022, the rate of tax shall be fifty percent (50%) higher if the payee (Vendors) fails to submit proof of submission of Income tax return at the time of making the payment.

Please note: Invoice date and Mushak 6.3 date must be the same. (Invoice submission time).

You are requested to affix 10Tk stamp on the bill.

Please provide team composition details with consultant's name and role for this project. CV's are required for the consultants who will work for consultancy Firm

## STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

### Section 7: Forms Completing the Contract

The following sample forms are attached for use as applicable to complete the Contract:

BPD 5-31 Notification of Award Letter

BPD 5-17 Contract Agreement

### Section 5: Notification of Award Letter Form BPD 5-31

BRAC Procurement Department  
BRAC Centre  
75, Mohakhali, Dhaka 1212

### Notification of Award Letter (Template)

BRAC  
BRAC CENTRE  
75 Mohakhali  
Dhaka 1212

T: +88 02 2222 81265  
F: +88 02 2222 63542  
E: [procurement@brac.net](mailto:procurement@brac.net)  
W: [www.brac.net](http://www.brac.net)

Registered in  
Bangladesh under  
The societies  
Registration Act of 1860

[On Purchaser's normal letter- head pad]

Reference No:                      Date:

To:

This is to notify you that BRAC Management has been pleased to accept your Proposal dated [insert date] for the provision of consulting services for [name of project/contract] for the Contract Price of Currency [amount in figures and in words], as corrected and modified in accordance with the Instructions to Consultants, and subject to successful conclusion of the contract negotiations.

We attach the draft Contract Agreement and Contract Documents for your early information. You are invited for contract negotiations on [insert date] at [insert time]; please confirm the proposed date for contract negotiations or advise otherwise.

Upon successful completion of the contract negotiations, you will be notified the date of signing of the contract. You will have to sign the contractual agreement within 10 days of such notification.

Signed

Duly authorised to sign for and on behalf of [name of Procuring Entity]

Date:

## Section 7: Template of Contract Agreement (BPD 5-17)

Contract No:

Type of Contract:

Brief Description of Contract:

BRAC  
BRAC CENTRE  
75 Mohakhali  
Dhaka 1212

T: +88 02 2222 81265  
F: +88 02 2222 63542  
E:procurement@brac.net  
W:www.brac.net

Registered in  
Bangladesh under  
The societies  
Registration Act of 1860





THIS AGREEMENT made on [enter date] by and between BRAC Procurement Department (the Purchaser), situated at BRAC Centre, 6th Floor, 75 Mohakhali, Dhaka 1212, Bangladesh on the one part and [enter name and address of Consultant] (the "Consultant") on the other part;

Whereas the Purchaser has accepted the Proposal of the Consultant for the performance of the Assignment in a sum not exceeding:

[enter amount in words] [enter currency and amount in figures]

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Agreement.

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Terms of Reference
- (e) The Supplier's Tender, including Financial Proposal
- (f) [BRAC to add here any other document(s), or to adjust order of precedence of contractual documents as needed ]

2. The mutual rights and obligations of the Purchaser and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Purchaser shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written above in accordance with the laws of Bangladesh.

FOR THE PURCHASER

FOR THE CONSULTANT

Signature:		Signature:	
Print Name:		Print Name:	
Designation:		Designation:	

BRAC  
BRAC CENTRE  
75 Mohakhali  
Dhaka 1212

T: +88 02 2222 81265  
F: +88 02 2222 63542  
E:procurement@brac.net  
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Registered in  
Bangladesh under  
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Registration Act of 1860




Date

Date

The successful bidder has to deposit 5% of the quoted price in the form of Pay Order/Unconditional BG in favor of "BRAC". In case of failing to deliver their service in time, performance security will be forfeited. Security money will be returned after successful delivery following an application to the Head of Procurement.

Thanking You  
For BRAC



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**Tanveer Hossain**  
**Assistant General Manager**

On behalf of

**Saidur Rahman**  
**Head of Procurement**