Request for Proposal

For Hiring Firm for GIS Coordinates Collection of Project Schools

RFP: 16994-2023-02

Issued: January 23, 2023 ESHO SHIKHI

House 14(Level 7&8), Road # 137 Gulshan 1, Dhaka 1212.

Contract: 72038821D00001

Country: Bangladesh Geographic Code: 937



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Confidentiality Statement

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Thank you for your consideration, Winrock International – Bangladesh Esho Shikhi

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Introduction

USAID's Esho Shikhi (ES) Activity is a five-year (2021-2026) project which will increase learning opportunities, enhance teaching quality and teaching learning materials to improve quality education in selected subjects, strengthen the capacity of field-level mentors to deliver quality education, and improve school communities' ability to mitigate and manage the effects of shocks and stressors on education access and quality.

The project will be implemented in eight (8) Divisions, fifteen (15) Districts and seventy-nine (79) Upazilas, targeting 10,000 schools and 20,000 Bangla teachers from Grade 1 and Grade 2 in Bangladesh. Esho Shikhi will collect the GIS coordinates from 10,509 schools under 17 districts and 82 upazilas. An experienced and eligible firm will be responsible for conducting this service.

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Business Overview & Background

Winrock International is a global nonprofit organization that provides sustainable solutions for an interconnected world. Working with partners in the United States and more than 55 countries, Winrock integrates deep expertise in agriculture, economic development, social science and the environment to offer scalable solutions that increase prosperity while protecting our planet.

COMPANY BACKGROUND

Winrock International is a recognized leader in U.S. and international development, providing solutions to some of the world's most complex social, agricultural, and environmental challenges. Inspired by its namesake Winthrop Rockefeller, Winrock's mission is to empower the disadvantaged, increase economic opportunity and sustain natural resources. Winrock is a nonprofit organization that implements a portfolio of more than 100 agriculture, environment, and social development projects in over 40 countries. Winrock combines technical expertise with entrepreneurial innovation to improve lives around the globe.

PROGRAM BACKGROUND

USAID's Esho Shikhi Project (Esho Shikhi), in partnership and collaboration with the Ministry of Primary and Mass Education (MoPME) and through the Directorate of Primary Education (DPE), is supporting the implementation of the country's Fourth Primary Education Development Program (PEDP4). The Esho Shikhi project mainly focuses on developing the capacity of government primary school teachers to teach Bangla literacy. USAID/Bangladesh is providing assistance to PEDP4 through technical support to Esho Shikhi, led by Winrock International, with its consortium partners.

The project is being implemented in eight (8) Divisions, fifteen (15) Districts, and seventy-nine (79) Upazilas, targeting 10,048 schools and 20,000 Bangla teachers from Grade 1 and Grade 2 in Bangladesh. Details of the working area is given in SoW.

OBJECTIVE AND PROGRAM DESCRIPTION

The overall objective of Esho Shikhi is to improve the learning outcomes of marginalized Bangladeshi children. Esho Shikhi works to increase learning opportunities, improve quality education, and build the capacity of communities to support education and respond to disasters.

Esho Shikhi is fully integrated with the national education system, and is working through national, district, and upazila level government stakeholders. The project is strengthening the professional capacity of teachers to deliver Bangla language instruction of the new national curriculum in early grades.

The project is working on four result areas:

1. Learning Opportunities Increased

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- 2. Enhanced Teaching Quality and Teaching Learning Materials to Improve Quality of Education in Selected Subject (Bangla)
- 3. Capacity of Field Level Mentors Strengthened to Deliver Quality Education
- 4. School Communities' Ability to Mitigate and Manage the Effects of Shocks and Stressors on Education Access and Quality Improved

Submission Details

Submission Questions and Clarifications

Inquiries/questions must be received no later than **Sunday**, **January 29**, **2023**, Bangladesh Standard Time and must be submitted via e-mail to EshoShikhi.Procurement@winrock.org. Winrock will review and respond to all questions using a question and answer (Q & A) sheet. Responses will be sent to all bidders by Tuesday, January 31, 2023.

Submission Deadlines

Proposals must be received no later than 4:00 PM Bangladesh Standard Time on **Thursday**, **February**, **02**, **2023**. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below. Telephone requests will not be honored.

Winrock International may request additional documentation after the bid deadline.

Submission Delivery Address

The delivery address to be used for all submissions is:

Director of Finance and Administration

USAID's Esho Shikhi Activity Winrock International

House 14 (Level-7&8), Road 137, Gulshan 1, Dhaka 1212, Bangladesh

Electronic Submission: EshoShikhi.Procurement@winrock.org

Winrock will evaluate complete vendor proposals to determine which proposal represents the best value to Winrock. This is an unsealed solicitation request. Winrock reserves the right to negotiate with the bidders with or without discussion.

Instructions to Bidders

- Validity of bid: 60 days starting from the submission date.
- Include VAT if applicable.

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 VAT Exemption: Offeror must show VAT amount separately. Esho Shikhi is an USAID funded project which is VAT exempted and Esho Shikhi will issue VAT exemption coupon will be issued in favor of the offeror while making payment on successful delivery of the deliverables.

- Income Tax: Income tax will be deducted, if applicable as per prevailing Govt. rules & regulations. The offeror should submit updated income tax returns documents with the offer. Otherwise, a penalty will be applicable as per gov rules.
- Include proposed payment terms and complete banking information.
- Winrock reserves right to make changes or cancel this solicitation as required by USAID.

Documents to Include

- Legal Business Name
- Legal business documents (Trade license, TIN, BIN and updated tax return documents)
- Authorized contact including address, phone number and email.
- CVs of proposed personnel
- Proof of business registration and nationality (NID of proposed personnel)
- A list of previous similar contracts completed successfully with the names and contact information of buyers.

Award

Winrock anticipates to notify successful bidder and provide agreement for signature the week of by February 15, 2023.

- Winrock will run an open and fair competitive bidding process.
- As warranted, Winrock may increase or decrease the SOW.

Detailed Specifications

Attachment 1: Terms of Reference-TOR

Terms and Conditions

Each Bid must conform to the following requirements

- Must agree to the general provisions outlined in Attachment A. Any variations must be requested in the bid submission and agreed to before a purchase order is issued.
- 2. Winrock International will not consider advance payment.
- 3. All vendors are required to be registered with the Government of Bangladesh. Proof of Business Registration must be provided.
- 4. A Bidder may withdraw or change a bid before the deadline to receive bids if written notice of the withdrawal or change is received by Winrock for submission of bids. Any changes may be made only by substitution of another bid.
- 5. Bids received after the time specified in the request for proposal will not be considered.
- 6. Final Payment by Winrock will not be made until acceptance of services have been completed by Winrock program team.
- 7. The bidder must have excellent communication skills and methods and be able to communicate very clearly at every step of development, both providing information to the Winrock team as well as requesting, understanding and closely following guidance from the Winrock team.

Evaluation Criteria

Technical Evaluation Criteria	Points
 1. Technical Approach and Methodology The extent to which the proposed technical approach achieves the objectives and results required in the RFP. Methodology will be evaluated based on i) Understanding of the tasks/ scope of work ii) Presentation of clear approach and methodology for each task of the scope of works and iii) Complete work plan 	15
 Capacity and Past Performance Capacity and past performance is evaluated by reviewing: Successful performance of same or similar activities, including size and complexity, and GIS data analysis and mapping for at least 2 within the last 5 years with any renowned organization in Bangladesh. History of completing objectives and milestones within the required timelines. The vendor must have the experience in electronic device-based data collection. (KoboToolbox/ ODK/ SurveyCTO/ survey123). The vendor Must have the experience to work in GIS software and products for GIS mapping, spatial analysis, dashboard design etc. Proof of having work experience in the similar activities should be submitted by the vendor along with the proposal. 	20
3. Geographical Footprint Applicant must have experience working in specific work area (list is given in section- 7 and 8). Proof of having worked in the specified area should be submitted along with the proposal.	15
4. Data Quality Assurance (DQA) The vendor must have the Data Quality Assurance (DQA) plan by following USAID standards.	10
5. Key Staff qualifications and experience Key staff will have experience in conducting such activities aligned with our requirements, which should be mentioned in detail in their CVs.	15
Technical Rating (out of 100 points)	75
Financial Rating (out of 100 points)	25
Overall Rating	100

Certification of Independent Price Determination

- (a) The offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; (ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs
- (a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through
- (a)(3) above.
- (c) Offeror understands and agrees that –
- (1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and
- (2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

Attachment A: General Provisions

1. Independent Organization. Vendor shall be an independent organization and shall not claim to be an agent, officer, or employee of Winrock International and shall not have authority to make any commitments on behalf of Winrock

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International, except to the extent that such authority shall be expressly conferred by Winrock International in writing.

- 2. Winrock complies with all the laws wherever we work as well as our funders' requirements. We also have requirements for how we conduct ourselves in the workplace, set forth our <u>Code of Conduct</u>.
- 3. Publicity. No advertising or publicity having or containing any reference to Winrock International, or in which the name of Winrock International is mentioned, shall be used by Vendor without the written approval of Winrock International. Vendor shall not use Winrock International's logo or title block on any correspondence or written matter without the written approval of Winrock International.
- 4. Communication with the Funding Agency. All contact, communication and dealings with the Funding Agency and its agent and representatives by Vendor and any of its personnel, consultants, or Vendors, on matters subject to this Purchase Order shall be through or approved by Winrock International.
- 5. Terms of Payment. Subject to any superseding terms on the face hereof, Vendor shall invoice Winrock International at address and contact listed on Purchase Order and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid no later than thirty (30) days unless otherwise negotiated in terms and conditions of the Purchase Order after Winrock's receipt of an acceptable invoice or Winrock's receipt of the completed products/services, together with any required documents. Drafts will not be honored.
- 6. Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended. Unless otherwise agreed, governing law shall be that of the State of Arkansas.
- 7. Assignment Prohibited. Vendor may not assign or Subcontract any part of the activities described in the Purchase Order without the prior written consent of Winrock International. Where such prior written consent is given, it shall not relieve the Vendor of any of its responsibilities under this Purchase Order.
- 8. Indemnification. Vendor hereby agrees to indemnify, hold harmless, and defend each and every Winrock Indemnified Party from and against any and all Claims arising out of, relating to, or in connection with (i) any injuries (including death) to persons and for damage or loss to property caused by, arising out of, or relating to Vendor performing the Contract Work or otherwise providing of any goods and/or services covered by this Purchase Order in whatever manner and by whomever the same may be caused; (ii) any wrongful act, omission, misconduct, or violation of Laws by Vendor or by any agent, servant, or employee of Vendor or any Vendor and any party retained by any Vendor; (iii) any negligent, wanton, willful, or intentional act or omission of or by Vendor, any Vendor, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any one of them may be liable under any Law; (iv) any breach of Warranty; and (v) any breach or violation by Vendor of, or default by Vendor with respect to, any other terms and conditions of this Purchase Order or Vendor's duties, obligations, and responsibilities under this Agreement. The indemnity provided in this Section is intended for the benefit of Winrock and each Winrock Indemnified Party. Vendor's indemnification obligations will in no way be limited by the limitation on amount or type of damages or by any compensation or benefits payable by or for Vendor or any Vendors, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. The indemnification provided in this Section will survive the expiration or termination of this Agreement.
- Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to Winrock upon acceptance of such product/service by Winrock.

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10. Stop Work Order. Winrock International may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for under this purchase order for a period of 90 days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Vendor, or within any extension of that period to which the parties shall have agreed, Winrock International will follow the guidelines as described below:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (a) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the vendor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (3) The stop-work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this purchase order; and
- (4) The Vendor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, WI may receive and act upon the claim submitted at any time before final payment under this purchase order.
- 11. Debarment and Suspension. In accepting this Agreement, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Vendor during the life to this Purchase Order must be reported immediately to Winrock. The Vendor agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Agreement.
- 12. Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Purchase Order by the Funding Agency for whatever reasons. In the event of such termination, Vendor shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this Purchase Order, including commitments which cannot be reversed or mitigated, to the extent that said funds are available to Winrock International under its Prime Agreement.

Either party shall have the option to terminate this Purchase Order if either party fails to perform its obligations under this Purchase Order and fails to cure any such default in performance within thirty (30) days unless otherwise noted in Purchase Order Terms & Conditions after written notification by the other party thereof. In the event termination is due to fault of Vendor, Winrock International may hold it liable of reimbursement for expenses incurred due to said fault and of any penalties, damages or interest which are incurred by Winrock International as a result of said fault; provided that Winrock International delivers adequate documentation to Vendor evidencing the expenses, penalties, damages, or interest which have been incurred. Any such expenses may be deducted from any sums due to Vendor, and Vendor shall promptly pay any deficiencies upon demand of Winrock International.

In the event of termination of this Purchase Order, Vendor shall, upon receipt of notification of termination, immediately take all steps required to minimize additional costs incurred during the termination of performance hereunder.

13. Applicable Law. This purchase order shall be enforced in accordance with the body of law applicable to procurement of goods and services by the Federal Government. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this Purchase Order, Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.

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14. Drug Trafficking. Winrock reserve the right to terminate this purchase order to demand a refund or take other appropriate measures if the Vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

- 15. Disputes. Any disputes arising out of this Purchase Order or from a breach thereof shall be submitted to arbitration in Little Rock, Arkansas, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the standard form of the applicable Rules of the American Arbitration Association. The law of Arkansas shall apply, and the statutes of limitation thereunder apply to any arbitration as if it were an action in a court of competent jurisdiction.
- 16. Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to Winrock free and clear of all liens, claims, and encumbrances.
- 17. Access to Accounting Records. Vendor agrees that Winrock International, the Funding Agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts and transcriptions upon prior written request and during normal business hours.
- 18. Confidential Information. The Vendor may become privy to confidential information either provided by to the Vendor by Winrock International or discovered by the Vendor without the knowledge of Winrock International. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the scope of work under this agreement. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of Winrock International and return to Winrock International all original and copies of such information upon completion of this Purchase Order or whenever requested by Winrock International, whichever occurs first. No news release, public announcement, denial or confirmation of any part of the subject matter of this Purchase Order shall be made without the prior written consent of Winrock International. The restrictions of this article shall continue in effect upon completion or the parties may mutually agree upon termination of this Purchase Order for such period as in writing. In the absence of a written established period, no disclosure is authorized.
- 19. Intellectual Property. Unless otherwise provided for in the Primary Contract, if Vendor first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property subject to patent or copyright exclusively in connection with Vendor's performance pursuant to the Purchase Order (the "Intellectual Property"), it shall report that finding to Winrock International. Vendor shall also assist Winrock International in obtaining governmental protection for rights in the intellectual property. Winrock International shall retain ownership of all patents and copyrights for intellectual properties created as the result of this Vendor Agreement, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Agreement, Winrock International shall grant to Vendor a nonexclusive, royalty-free right to use, publish, reproduce or distribute those materials for educational purposes.
- 20. Work Product Presumptive Property. All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to Winrock shall be considered a work made for hire, or otherwise Winrock property. During this Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (Winrock shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.
- 21. Affirmative Action. Unless this Purchase Order is exempted by rules, regulations or orders of the Secretary of Labor, Vendor agrees to comply with the provisions of paragraph 91) through (7) of Part 202 of Executive Order 11246, as

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- amended; the affirmative action for handicapped worker's clause set forth in 41 CFR 60-741.5; and the affirmative action for disabled veterans and veterans of the Vietnam era clause set forth in 41 CFR 60-250.4, which are by reference incorporated herein.
- 22. Force Majeure. Vendor's failure to perform the terms and conditions of this Purchase Order, in whole or in part, shall not be deemed to be a breach or a default hereunder or give rights to any liability to Winrock International if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, drought, war, sabotage, an action by governmental authorities or any other condition beyond the reasonable control.
- 23. Rights in Data. The Vendor understands and agrees that Winrock may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Winrock). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless Winrock against all claims, suits, costs, damages, and expenses that Winrock may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Winrock may withhold any sums due the Vendor under this agreement.
- 24. United States Executive Order 13224 Anti Terrorism. The Vendor is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards. A list of individuals and organizational names that are the subject of this Executive Order can be found at the web site of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury. The address of this web site is http://treasury.gov/ofac.
- 25. Computer Software Licenses. Vendor agrees to specifically identify to Winrock International any and all computer software licenses ("including shrink-wrap") as may convey to the Winrock International. The Vendor agrees that any and all computer software developed in the performance of this order using Winrock International monies shall, unless otherwise agreed, become and remain the property of Winrock International.
- 26. Anti-trafficking in Persons Directive. Vendor acknowledges that WI International is opposed to human trafficking, prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Purchase Order May be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- 27. Conflict of Interest. Vendor must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each Subcontracting institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock International must be informed of any conflict of interest or appearance of conflict of interest by the recipient. If organizational or management systems cannot be structured to neutralize such conflict, Winrock

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International may choose to terminate the relationship with the Vendor.

- 28. No Improper Payments: Vendor agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, government instrumentality or to any political candidate. This Purchase Order will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this agreement.
- 29. Compliance with the US Foreign Corrupt Practices Act: Vendor shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Vendor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Vendor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.
- 30. Insurance & Work on Winrock's or Winrock's Client Premises. When Vendor performs work on Winrock's premises during the performance of this order, the Vendor agrees to maintain General Liability Insurance in the amount of at least \$500,000 per claim/occurrence unless otherwise noted in the Purchase Order Terms & Conditions and such other insurance as may be required in writing by the Winrock Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on Winrock's facilities and agrees to be liable for all damages & claims arising against Winrock for which the Vendor is responsible.
- 31. Severability. If any provision or any portion of a provision of this Purchase Order shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or portion of the provision hereunder, which shall remain in full force and effect as if the unenforceable provision or portion were deleted.
- 32. Laws and regulations within the General Provisions apply to all purchase orders. Special provisions that apply to a specific purchase order activity can be found in the Terms and Conditions section of this agreement. It is the responsibility of the vendor to read and accept the terms and conditions included in the purchase order.
- 33. Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, Winrock may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) unless noted in the Purchase Order Terms & Conditions of the Purchase Order value for each day of delay. If Winrock terminates this Purchase Order in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that Winrock reasonably obtains delivery or performance from another Vendor. These liquidated damages shall be in addition to any excess costs for repurchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
- 34. U.S. Export Control Laws. Vendor shall always comply fully with all United States export control laws and regulations as they apply to any goods, software, or information, or the direct product of such information, provided under this Agreement. Vendor shall not at any time sell, deliver, or divert any goods other than in strict compliance with all applicable U.S. export control laws and regulations.
- 35. Waiver. A waiver of a breach of any provision of this Purchase Order shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of Winrock to enforce at any time or from time to time any provision of this Purchase Order shall not be construed as a waiver of any of

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Winrock's rights or the Vendor's duties.

- 36. Clauses Incorporated By Reference. Work performed under this Purchase Order is pursuant to a contract or grant from the U.S. Government, or other funding sources, and all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to those clauses, as applicable; and (b) to the extent necessary to enable Winrock International to perform its obligations under the contract or grant and to enable the funding source to enforce its rights hereunder. This Purchase Order incorporates the following FAR, and agency regulations (AIDAR) as applicable. To the fullest extent that these clauses flow-down or apply to the Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, reference to the "Government" shall be interpreted to mean "Winrock International" and "Vendor" to mean "Vendor."
- 37. Entire Purchase Order. The Purchase Order document and all attachments incorporated therein represents and constitutes the entire Purchase Order between parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a written instrument signed by each party may amend this Purchase Order.
- 38. As a USAID funded project and in accordance with FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Section 889(a)(1)(A) of the NDAA), Winrock International is prohibited from entering into an agreement with an entity that uses telecommunications equipment or services, as a substantial or essential component of any system, or as critical technology as part of any system, produced by any of the following companies or their subsidiaries and affiliates: O Huawei Technologies Company; O ZTE Corporation; O Hytera Communications Corporation; O Hangzhou Hikvision Digital Technology Company; O Dahua Technology Company.
- 39. Winrock will not procure any equipment manufactured by any of the companies mentioned above, and the successful bidder will sign a certification form provided by Winrock, certifying that any product(s), components, services, or technology provided are not designed, developed, manufactured, or supplied by persons owned or controlled by the above listed entities.

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US GOVERNMENT REGULATIONS

This purchase order is issued under a U.S. Government Contract. Applicable clauses set forth below are incorporated by reference into this Purchase Orderwith the same force and effect as if they were set forth in full. This Purchase Orderis between Vendor and Winrock only and shall not be construed in any way to create a contractual relationship between Vendor and the U.S. Government. The Vendor shall not appeal directly to the U.S. Government without the written consent/concurrence of the Winrock Contract Administrator.

THESE CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$10,000						
CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE			
Limitation on Payments to Influence Certain	52.203-12	Affirmative Action for Workers With Disabilities	52.222-36			
Federal Transactions		Equal Opportunity for Special Disabled Veterans	52.222-35			
Reporting Executive Compensation and First-Tier Subcontract	52.204-10	and Veterans of the Vietnam Era and Other				
Awards		Eligible Veterans				
Equal Opportunity	52.222-26	Drug-Free Workplace	52.223-6			

THESE CLAUSES APPLY TO PURCHASE ORDERFOR SERVICES UNDER TIME & MATERIALS AGREEMENT						
CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE			
Service Contract Act	52.222-41	Changes – Time & Materials/Labor Hours	52.243-3			
Payments Under Time & Materials/Labor Hours	52.232-7	Inspection – Time & Materials/Labor Hours	52.246-6			
Contract						

FAR 52.212-3 REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

Vend	dor shall complete the following:		
(a)	Taxpayer Identification Number (please check appropriate box) □ TIN: □ TIN has been applied for	(d)	Representations required to implement provisions of Executive Order 11246:
	 TIN is not required because vendor is a nonresident foreign company and does not have an office/place of business in 		(i)Vendor [] has, [] has not participated in previous contract or subcontract subject to the Equal Opportunity (52.222-26);
(b)	the U.S. Type of Organization Sole Proprietorship		(ii)Vendor [] has, [] has not filed all required compliance reports;
	 Partnership Corporate Entity (not tax-exempt) Corporate Entity (tax-exempt) International Organization per 26 CFR 1.6049-4 		(iii)Vendor [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41CFR parts 60-1 and 60-2);
(c)	Common Parent Vendor is not owned or controlled by a common parent Name and TIN of Common Parent Name: TIN:		(iv)Vendor [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

Attachment B: Sample cost estimation template

Sample Cost Estimation/Budget Break-down:

SI	Head of Expenditure/Activities	Description/ Breakdown	Unit	# of Unit	Unit cost (BDT)	Total Cost in BDT	Remarks	
A	Activity 1: Conducting two days training for 90 persons (75 data collectors, 10 supervisors, MERLA and DPE team, other members)							
1	Venue for training		Venue/day	2		0.00	1 venue for 2 days	
2	Food		Person days	180		0.00	90 persons for 2 days	
3	Accommodation		Person days	85		0.00	Accommodation for 1 night	
4	School visit for test data collection for one day		Car/day	8		0.00	8 cars (10 seaters) need for one day field test to nearby 8 schools	
5	Other (hard copy manual, stationaries and any other equipment or relevant cost)		Bulk			0.00	Printing and Stationaries items (Data collection manual, pen, pencils, sharpener, eraser, notebook, standard plastic files etc.)	
	Total of Activity 1					0.00		
В	Activity 2. Data collecti	on from 10,509	Schools und	der Sec	tion 7	& 8 list	ed areas	
1	Daily rate/ salary, communication, conveyance, internet facility for data uploading - Data collectors		Person days	1470		0.00	Enumerators = 70 for 23 days	
2	Daily rate/salary, communication, conveyance, internet facility for data uploading - Supervisors		Person days	105		0.00	Supervisors = 5 for 23 days	

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SI	Head of Expenditure/Activities	Description/ Breakdown	Unit	# of Unit	Unit cost (BDT)	Total Cost in BDT	Remarks
3	Salary/ remuneration for 3 GIS analyst (Daily rate/salary, per diem, lodging, communication, internet facility for data uploading)		Person days	63		0.00	GIS Analyst = 3 for 23 days
4	Salary/ remuneration for 1 project manager (Daily rate/salary, per diem, lodging, communication, internet facility for data uploading)		Person days	15		0.00	Project Manager = 1 for 15 days
	Total of Activity 2					0.00	
С	Total of Activity					0.00	
D	Add: VAT @ 15%					0.00	
Е	Grand Total					0.00	

Note: Cost estimation/Budget breakdown should be submitted on an excel sheet.

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Name:

Designation:

Organization:

Address:

Mobile #

Attachment 1

Terms of Reference of

Collection of GIS Coordinates of Project Schools

SECTION 1: SCOPE OF WORK

This Scope of Work (SoW) is organized into five sections:

- I. Objective and Summary of the Assignment
- II. Activity List and Deliverables
- III. GIS Data Collection Procedure and Standard
- IV. Esho Shikhi's Input and Vendor Responsibilities

1.1 OBJECTIVE AND SUMMARY OF THE ASSIGNMENT

The main objective of the assignment is to collect GIS Coordinates and other information of 10,014 government primary schools in the Esho Shikhi Activity implementing districts. Esho Shikhi requires this information of schools to monitor and ensure location-wise activity reporting effectively.

The scope of the services will include the following:

- ➤ Vendor will capture GIS coordinates along with attribute data of **10,014** schools i.e. all Govt. primary schools of 79 upazilas under 15 districts. The list of Upazila is given in **Section-7.**
- In addition, vendor will collect **495** schools GIS coordinates from 3 upazilas under two districts. The list Upazila is given in **Section-8.**
- Vendor will develop GIS based map and visualize the map's radius buffer zone (catchment area) of 10,014 schools and additional map and visualize of 495 schools.
- Vendor will provide or hire required number of qualified enumerators and supervisors for data collection.
- Vendor will ensure availability of well condition Tablets as per requirement and specification for mobile based data collection.
- Vendor will organize 2 days enumerators training with training venue and necessary logistical arrangement including 1 day field exercise in nearby schools. Winrock prefers Dhaka-based training venue for enumerators' training.

1.2 ACTIVITY LIST AND DELIVERABLES

Task-1: Deployment of Field Team

For this assignment, the vendor will recruit 70 enumerators to fully participate in training activities. In total, 75 enumerators will be deployed to carry out field activities. The final selection of enumerators

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and supervisors for field work will be determined at the end of training based on participants' qualifications and performance. This will be determined by the vendor with the suggestion of Winrock. 5 (Five) participants will serve as reserve/back-up enumerators and Supervisor. Enumerators must have appropriate background such as collecting GIS data and other data. Ideally, enumerators will also have experience with electronic data collection on tablets.

There will be 5 Field Supervisors that should also be provided by the vendor. Field Supervisors duties include contacting and verifying each school in advance to ensure that the school is open, circulating to visit each team/enumerator at least twice to observe the quality of data collection, trouble-shooting tablets or provide spare supplies, and responding to questions or difficulties during fieldwork activities.

The vendor will be responsible for paying remuneration, per diem, lodging, communication, internet facility for data uploading in the system, travel expenses and other associated cost for enumerators and field supervisors who will be present for 2 days training, and the full duration of the field work (expected to be 23 school days).

The vendor will submit the following information using the format (see Annex-1):

- List of 70 enumerators with their contact information and qualifications.
- List of 5 Field Supervisors with their contact information and qualifications.

Task-2: Enumerator Training

Enumerators training will be conducted prior to data collection. Training duration will be 2 days long including 1 day practice visit to nearby schools. Winrock prefers Dhaka-based training venue for enumerators' training.

Training activities or delivery of training will be led by Esho Shikhi project staff. The vendor should cover the expenses for the venue, meals, practice school visits, and materials that will be used during the training. Accommodations and travel expenses for participants to the training venue should also be covered by the vendor.

The vendor will submit the following information:

- > Attendance sheets of 2 days training.
- School practice visit data (in XLS, CSV, Shape file format).

Task 3: Team composition and qualifications of Key Experts

The Vendor should propose a team of experts who have relevant and sufficient adequate skill-mix to deliver the required services. Positions of Key Experts are listed below. The Vendor may propose additional experts, if required, as non-key experts in addition to the Key Experts. However, qualifications of non-key experts will not be considered in the evaluation of proposals. CVs of only Key Experts listed below will be considered for evaluation.

SI. No	Title of Key Expert	Number	Qualifications and Experience
Key Ex	perts		
1	Project Manager	1	- Minimum Bachelors in Geography or Urban Planning, Civil

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			Engineering or equivalent with minimum of 10 years' experience in the similar field. - Minimum 3 years of experience in GIS based field survey, preparation of GIS mapping etc.	
2	GIS Analyst	3	Minimum Bachelors in Geography or Urban Planning or equivalent with at least three (3) years practical experience in principles of GIS and activities pertaining to mapping and use of Geospatial Information.	
Non-Ke	ey Experts			
3	Supervisor	5	Minimum bachelor's degree in any subject with at least 5 years' experience in GIS based survey works. S/he should have good command in advanced and common electronic survey technologies.	
4	Enumerators	70	Minimum bachelor's degree in any subject with at least 3 years' experience in GIS based survey works. S/he should have good command in advanced and common electronic survey technologies.	

The vendor will submit the following information:

- ➤ The Resume for all the key staff. The length of each resume should not exceed 3 pages.
- Duration of engagement/ contribution of key-personnel with responsibilities.

Task 4: Data Collection

Esho Shikhi expects phase wise data collection rather than all districts at a time. After completion of data collection from the districts of one phase, the enumerators will be allocated for other districts. It is expected that enumerators will visit 6 to 10 schools per day based on the area/location, and all data from a school should be collected within one visit. Data collection tools/ Apps will be developed by Esho Shikhi team which will be used to collect data. With the use of tablet devices, data will be uploaded daily to the vendor's server. The vendor shall be responsible for cleaning data according to the requirements and guidelines provided by Esho Shikhi. Moreover, nominated persons from Esho Shikhi team shall be given to access the server. Esho Shikhi team will also review data and give the feedback and data should be corrected by the vendor as per feedback. In this case, vendor should have a license for mobile-based data collection platform/ server.

The following data need to be collected along with GIS Coordinates:

- Name of school
- Address (District, Upazila, Union/Ward, Village).
- Name and contact number of Head Teacher.
- Number of Bangla teachers for Class 2.
- Name and contact number of Bangla teachers.
- Is the school in disaster-prone area?

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- Is the school in tea garden area?
- Is the school in haor area?
- Is the school located in ethnic majority area? (We need this info as per requirement of MEL plan)
- Photograph of school
- School EMIS number
- Significant landmark closest to school

Summary of number of project schools:

Division	District	No. of Upazila	No. of Schools
	BHOLA	5	627
BARISHAL	PATUAKHALI	4	581
	PIROJPUR	5	640
	CHATTOGRAM	3	424
CHATTOGRAM	COX'S BAZAR	3	271
	KHAGRACHHARI	5	323
DHAKA	KISHORGANJ	6	465
KHULNA	BAGERHAT	8	854
KITOLINA	SATKHIRA	4	707
MYMENSINGH	SHERPUR	5	742
RAJSHAHI	NAWABGANJ	5	707
RANGPUR	GAIBANDHA	7	1467
KANGPUK	KURIGRAM	6	729
SYLHET	SUNAMGANJ	6	777
SILILI	SYLHET	7	700
	TOTAL	79	10,014

Deliverables:

- > Draft and final versions of field implementation plan (should include team routing schedules, and field supervisor schedule) which is approved by Winrock management.
- > Dataset of phase wise collected data (both clean and uncleaned) in XLS, CSV, geodatabase, and Shape file format which is approved by Winrock management.

1.3 GIS DATA COLLECTION PROCEDURE AND STANDARD

- Daily uploading/digitizing the field data collected after cleaning to the agreed database platform.
- Fieldwork report after every working day and summary report at the conclusion of data collection and report any major incidents.
- Keeping records appropriately and correction of defective data (at every following day).

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- Accuracy threshold to less than 10 meters from the point of coordinates collection.
- The GIS data must be geo-referenced in respect of Bangladesh's coordinate system. For that purpose, data should maintain referencing GCP on Benchmark.
- Collection of data related to important landmarks.
- Data will be reviewed by Esho Shikhi on sample basis for quality verification during data collection.

1.4 ESHO SHIKHI'S INPUT AND VENDOR RESPONSIBILITIES

Esho Shikhi

- Esho Shikhi project team will take the approval from govt people for conducting the survey in 10,014 schools.
- Esho Shikhi project team will design/ develop the tools to collect the data electronically.
- Esho Shikhi project team will conduct the enumerator training.

Vendor

- The vendor will recruit and privately contract with required number of personnel (during training and final data collection).
- The vendor, with oversight from Esho Shikhi project team, will arrange the enumerator training for 2 days.
- The vendor will collect the GIS and other data of schools electronically, using Tablets and upload data daily.
- The vendor will report field activities after every working day and summary report at the conclusion of data collection and report any major incidents.
- Any data that needs to be entered from paper instruments, or manually coded will be done by the vendor.
- The vendor will be responsible for data cleaning and map preparation.
- The vendor will be responsible for preparing the report.

SECTION 2: ANTICIPATED TIMELINE OF ACTIVITIES

Total duration of this activity is estimated for 3 (three) months after awarding and contract signing, but this may vary upon the requirements and unavoidable circumstances.

Activity	Estimated Time Frame (after contract signing)	
Activity summary overview and timeline finalize	By 1 st month	
Recruitment of data collectors and field supervisors	By 1 st month	
Data collector training	By 1 st month	
Field data collection	By 2 nd and 3 rd month	
Submission of final clean & un-clean data and final report	By 3 rd month	

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SECTION 3: FINAL PRODUCTS OR SERVICES

- 1. GIS coordinate and other data of 10,014 project schools.
- 2. GIS based map of 10,014 schools (by upazila).
- 3. In addition, vendor collect GIS coordinates and prepare map for more **495** schools from three upazilas
- 4. Maps of radius buffer zone (catchment area) of schools.
- 5. Softcopy of all data (geodatabase, MS excel data), both clean and unclean.
- 6. Softcopy of the shapefiles.
- 7. Softcopy of all maps.
- 8. Printed copies of all map products.
- 9. Final report

SECTION 4: OWNERSHIP OF DATA

Esho Shikhi/USAID will be the sole and absolute owner of the GIS coordinates, school's data, shape files, maps, other technical documents, reports, and training materials and modules. The information shall not be disclosed to the public nor used in whatever without written permission of ES. The national and International Copyright Laws are sustained wherever applicable.

SECTION 5: PAYMENT SCHEDULE

Deliverables	Payment Ratio	Due Date	Documents for Deliverable
Agreement signing and submission of		7 working days	
compete workplan and approved by	15%	after signing of	Approved workplan
Winrock management.		the agreement	
Data collection and submission of at least 5000 schools (both cleaned and			Dataset of 5000 schools (both clean
uncleaned data) which is approved by	25%	March 2023	and uncleaned) in XLS, CSV, geodatabase, and Shape file format.
Winrock management			geodatabase, and snape me format.
Data collection and submission of rest of the schools (both cleaned and uncleaned data) which is approved by Winrock management	25%	March 2023	Dataset of rest of the schools (both clean and uncleaned) in XLS, CSV, geodatabase, and Shape file format.
Submission of all final reports and approved by Winrock management	30%	March 2023	Softcopy of all maps.Printed copies of all map products.Final report

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After checking and clearance from USAID (After 3 months of final report submission)		June 2023	 Checking from WI side If any error found then vendor will make correction and submit to Esho Shikhi accordingly. After that last 5% amount will be paid
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SECTION 7: GEOGRAHIC FOCUS

Esho Shikhi is working in 10,014 schools of 79 Upazilas under 15 districts covering 8 divisions.

Division Name	District Name	Upazila Name	# of Schools
BARISAL	Bhola	Borhanuddin	156
		Charfashion	212
		Daulatkhan	106
		Manpura	43
		Tozumuddin	110
	Patuakhali	Galachipa	197
		Kalapara	171
		Mirzaganj	142
		Rangabali	71
	Pirojpur	Bhandaria	163
		Kaukhali	67
		Mothbaria	207
		Pirojpur Sadar	134
		Zianagar	69
CHITTAGONG	Chittagong	Anwara	110
		Banshkhali	161
		Patiya	153
	Cox's Bazar	Chakoria	145
		Maheshkhali	70
		Pekua	56
	Khagrachhari	Luxmichhari	40
		Mahalchhari	73
		Manikchhari	47
		Matiranga	102
		Ramgarh	61
DHAKA	Kishorganj	Astogram	83
		Bhairob	91
		Itna	72
		Kuliarchar	74
		Mithamoin	75
		Tarail	70
KHULNA	Bagerhat	Bagerhat Sadar	151
		Chitalmari	111

Division Name	District Name	Upazila Name	# of Schools
		Fakirhat	78
		Kachua	95
		Mollarhat	107
		Mongla	71
		Rampal	127
		Sarankhola	114
	Satkhira	Ashashuni	167
		Kaliganj	138
		Shyamnagar	191
		Tala	211
Mymensingh	Sherpur	Jhenaigati	101
		Nakla	119
		Nalitabari	121
		Sherpur Sadar	205
		Sreebordi	196
RAJSHAHI	Nawabganj	Bholahat	47
		Gomastapur	119
		Nachol	87
		Nawabganj Sadar	213
		Shibganj	241
RANGPUR	Gaibandha	Fulchhari	130
		Gaibandha Sadar	222
		Gobindoganj	270
		Palashbari	216
		Shadullapur	199
		Shaghata	171
		Sundorganj	259
	Kurigram	Bhurungamari	112
		Chilmari	93
		Fulbari	149
		Nageswari	195
		Rajarhat	123
		Rajibpur	57
SYLHET	Sunamganj	Chatak	185
		Dhakhin Sunamganj	97
		Dowarabazar	104
		Jagannathpur	158
		Jamalganj	126
		Shalla	107
	Sylhet	Bishwanath	133

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Division Name	District Name	Upazila Name	# of Schools
		Companiganj	73
		Dakhin Surma	116
		Fenchuganj	44
		Jaintapur	72
		Jakiganj	136
		Sylhet Sadar	126
Total No. of Schools			10,014

SECTION 8: Additional Schools for GIS Coordinates

Division	District	Upazila	# of Schools
Dhaka	Gopalganj Tungipara		80
Rangpur	Rangpur	Pirganj	237
	Rangpur	Pirgacha	178
		Total	495

In total (Section 7+Section 8) = 10,509 schools

Annexure-1: List of expert/survey people for the GIS Coordinates

Name	District of Residence	Qualification	Experience	Mobile number

^{***} Note: ES team reserves the authority to edit or modify the Terms of Reference (ToR) depending on the situation.