



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

**Standard Request For Proposal (SRFP)  
For Selection of NGO (National) for Performing  
Roles and Responsibilities assigned by  
Basic Literacy Project (64 districts)  
for Implementation of the Project**

**Ministry of Primary and Mass Education  
Bureau of Non-Formal Education (BNFE)  
Basic Literacy Project (64 districts)  
NFE Bhaban (2<sup>nd</sup> floor)  
232/1, Tejgaon Industrial Area ,Dhaka -1208**

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**Project Director  
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232/1, Tejgaon Industrial Area ,Dhaka -1208**

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For Selection of NGO (National) for Performing  
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**Invitation for Proposal No:  
Issued on:**

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## Letter of Invitation

Invitation no.....  
name of districts and date.....

*[Insert: Name and Address of NGO]*

Dear Sir

1. The Government of the People's Republic of Bangladesh has allocated public funds for the cost of Basic Literacy Project(64 districts) and intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposal (RFP) Document is issued. 2.
2. The Chairman, District NGO Selection Committee .....[name of the districts]..... now invites proposals to provide the following NGO services:--

- Baseline survey
- Establishment of Learning Center
- Orientation of CMC members
- Formation of Upazila Assessment Committee
- Recruitment of Teachers and Supervisors
- Training of Teachers and Supervisors
- Formation of CMC
- Collection, Preparation, Procurement & Distribution of materials for learners
- Organize monthly refresher meeting with teachers/supervisors
- Organize/Facilitate advocacy, social mobilization, training, workshops, seminar, orientation etc. at field level
  - Monitoring and Evaluation & submitting the reports
- Check reports collected by Supervisors
  - Ensure attendance of learners & quality teaching learning process
- Submit the Statement of Expenditure (SOE)
- Community participation & resource mobilization
- Co-ordination activities
- INGO will ensure holding of regular meeting of ULC and CMC.

More details on the Services are provided in the Terms of Reference in Section-6

3. This Letter of Invitation and the RFP Document has been issued to the following shortlisted NGOs :  
*[ list only the names of those Applicants shortlisted*

1	
2	
3	
4	

**It is not permissible to transfer this invitation to any other NGO.**

4. A INGO will be selected under CSOS and FBS method and procedures for selection are described in the RFP Document.
5. In addition to the Letter of Invitation, the RFP Document includes the following Sections:
  - Section 1: Instructions to NGOS(ITNGO)
  - Section 2: Proposal Data Sheet (PDS)
  - Section 3: General Conditions of Contract (GCC),
  - Section 4: Particular Conditions of Contract (PCC),
  - Section 5: Proposal & Contract Forms
  - Section 6: Terms of Reference (ToR)

5. Please inform us in writing, preferably by electronic mail, at the Chairman ,  
 Districts NGO Selection Committee and Deputy Commissioner ,  
 (insert name of the district)..... upon receipt:

(a) that you have received the Letter of Invitation and the RFP; and

Yours sincerely,

Signature,

name,

(name of .....AD,DBNFE)  
 title of the Client's representative



## Section 1. Instructions to Consultants

### A. General

- 1. Scope of Proposal**
- 1.1 The Client, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
- 1.2 Only those shortlisted NGOs indicated in the Letter of Invitation are eligible to submit a Proposal for the professional services required for the assignment.
- 1.3 The successful NGO shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the NGO under each phase must be to the Client's satisfaction before work begins on the next phase.
- 2. Interpretation**
- 2.1 Throughout this RFP Document :
- the term **“in writing”** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
  - if the context so requires, **singular** means plural and vice versa;
  - **“day”** means calendar day unless otherwise specified as working days
  - **“Request for Proposal Document”** means the Document provided by the Client to a shortlisted NGO as a basis for preparation of the Proposal; and
  - **“Proposal”** depending on the context, means a Proposal submitted by a NGO for delivery of Services to a Client in response to an Invitation for Request for Proposal.
- 3. Source of Funds**
- 3.1 The Client has been allocated 'public funds' as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the Contract for which this RFP is issued.
- 3.2 For the purpose of this provision, **“public funds”** means any funds allocated to the Client under Government budget, or loan, grants and credits placed at the disposal of the Client through the Government by the Development Partners or foreign states or organizations.
- 3.3 Payments by the Development Partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the Development Partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
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- 4. Corrupt, Fraudulent, Collusive or Coercive Practices**
- 4.1 The Government requires that Client, as well as NGOs, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
- 4.2 The Government requires that Client, as well as NGOs shall, during the procurement proceedings and the delivery of Services under public funds, ensure;
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
  - (c) that neither it's any officer nor any staff nor any other agents nor intermediaries working on its behalf engage in any such practice as detailed in ITC Sub Clause 4.2(b).
- 4.3 Should any corrupt or fraudulent practice of any kind referred to in ITC Sub Clause 4.2 come to the knowledge of the Client, it shall, in the first place, allow the NGO to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such decision and the reasons shall be recorded in the record of the procurement proceedings and promptly communicated in writing to the NGO concerned.
- 4.4 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Client against any NGO alleged to have carried out such practices, the Client shall :
- (a) exclude the concerned NGO from further participation in the particular procurement proceeding; or
  - (b) reject any recommendation for award that had been proposed for that concerned NGO; or
  - (c) declare at its discretion, the concerned NGO to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time
- 4.5 The NGO shall be aware of the provisions in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
- 5. Eligible NGOs**
- 5.1 This Request for Proposal Document is limited to shortlisted NGOs only.
- 5.2 The NGO shall have the legal capacity to enter into the contract.
- 5.3 The NGO shall be registered under the relevant Act in Bangladesh.
- 5.4 The NGO shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 5.5 The NGO and all parties constituting the NGO shall not have a Conflict of Interest (COI), pursuant to Rule 55 of the Public Procurement Rules, 2008.
-

- 5.6 The NGO shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- 5.7 The NGO in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITC Sub Clause 4.2.
- 5.8 The NGO shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client will reasonably request.
- 5.9 Government officials and civil servants, including persons of autonomous bodies or corporations, satisfactory to the conditions as stated under ITC Sub Clause 10.3, are eligible to be hired to work as a member of a team of NGOs.
- 6. Eligible Services**
- 6.1 All material, equipment and supplies used by the NGO and Services to be provided under the Contract shall have their origin in countries other than those specified in the PDS.
- 7. Conflict of Interest: General**
- 7.1 COI shall mean a situation in which a NGO provides biased professional advice to a Client in order to obtain from that Client an undue benefit for itself or its affiliate(s)/associate(s).
- 7.2 The NGO, including any of its affiliates or associates, in deference to the requirements that the NGO provides professional advice and at all times hold the Client's interests paramount, shall strictly avoid conflicts with other assignments or its own corporate interests, and act without any consideration for award of a future work and must not have a Conflict of Interest (COI), shall not be recruited under any of the circumstances specified in ITC Sub Clauses 8, 9 and 10.
- 8. Conflicting Activities**
- 8.1 If any NGO has earlier been engaged by a Client to provide physical Services for a project, then that NGO including any of its affiliates or associates shall be disqualified from providing professional services related to those Services.
- 8.2 If any NGO hired to provide professional services for the preparation or implementation of a project, then that NGO including any of its affiliates or associates shall be disqualified from subsequently providing professional services or performing physical services resulting from or directly related to the NGO's earlier professional services.
- [For the purpose of ITC Sub Clause 8.2, services other than professional services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery]*
- 9. Conflicting Assignments**
- 9.1 A NGO including any of its affiliates or associates shall not be hired for any assignment that may be in conflict with identical assignment of the NGO to be performed for the same or for another Client.
- [For the purpose of ITC Sub Clause 9.1, a NGO hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a NGO assisting a Client in the privatization of public assets shall not purchase, nor*

*advise Clients of, such assets. Similarly, a NGO hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question. Similarly, a NGO hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question]*

**10. Conflicting Relationships**

- 10.1 A NGO including any of its affiliates or associates that has a business relationship with a member of the Client's staff involved in the procurement proceedings may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process of the NGO.
- 10.2 The Client's officials, who have an interest, directly or indirectly, with a NGO that is participating or has participated in a procurement proceedings of that Client, shall declare its relationship with that NGO and consequently not participate in any proceedings concerned with that specific procurement at any stage including from when the specifications are written and qualification criteria are established until all contractual obligations have been fulfilled.
- 10.3 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest. When the NGO nominates any such employee as Personnel in their Technical Proposal, such Personnel must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the NGO as part of its Technical Proposal.

**11. Unfair Advantage**

- 11.1 If a shortlisted NGO could derive a competitive advantage from having provided professional services related to this proposed assignment, the Client shall make available to all shortlisted NGOs together with this RFP Document all information that would in that respect give such NGO any competitive advantage over the competing NGOs.

**12. Site Visit**

- 12.1 The NGO, at its own responsibility and risk is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a Contract for Services.
- 12.2 The NGO should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate arrangements.
- 12.3 The costs of visiting the Site shall be at the NGO's own expense.

## **B. Request for Proposal**

**13. RFP Document: General**

- 13.1 The Sections comprising the Request for Proposal are listed below and should be read in conjunction with any Addendum issued under ITC Clause 16.

Section 1 : Instructions to Consultants (ITC)  
Section 2 : Proposal Data Sheet (PDS)  
Section 3 : General Conditions of Contract (GCC),  
Section 4 : Particular Conditions of Contract (PCC),  
Section 5 : Proposal and Contract Forms  
Section 6: Terms of Reference (ToR)

13.2 The NGO is expected to examine all instructions, forms, terms, Terms of Reference (ToR) in the RFP Document as well as Addendum, if any.

**14. Clarification of RFP Document**

14.1 A NGO requiring any clarification of the RFP Document shall contact the Client in writing at the Client's address indicated in the PDS before **two-third** of the time allowed for preparation and submission of Proposal elapses.

14.2 The Client is not obliged to answer any clarification request received after that date as stated under ITC Sub Clause 14.1.

14.3 The Client shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITC Sub Clause 14.1.

14.4 The Client shall forward copy of its response to all those shortlisted NGOs, including a description of the enquiry but without identifying its source.

14.5 Should the Client deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under ITC Clause 16.

**15. Pre-Proposal meeting**

15.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the PDS, invite shortlisted NGOs to a Pre-Proposal Meeting at the place, date and time as specified in the PDS. The NGO is encouraged to attend the meeting if it is held.

15.2 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the shortlisted NGOs not later than seven (7) days of the date of the meeting. Any revision to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 16 and not through the minutes of the pre-Proposal meeting.

**16. Addendum to RFP Document**

16.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a shortlisted NGO, may revise the RFP Document by issuing an Addendum.

16.2 The Addendum issued under ITC Sub Clause 16.1 shall become an integral part of the RFP Document and shall be communicated in writing to all the shortlisted NGOs, to enable the NGOs to take appropriate action.

16.3 To give a shortlisted NGO reasonable time to take any Addendum into account in preparing its Proposal, the Client may extend the deadline for the submission of Proposals.

**A. Proposal Preparation**

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- 17. Proposal: Only one** 17.1 A short listed NGO, including its affiliate(s) may submit only one (1) Proposal. The NGO who submits or participates in more than one (1) Proposal will cause all the Proposals of that particular NGO to be excluded.
- 18. Proposal: Preparation Costs** 18.1 The NGO shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of outcome of the procurement process.
- 19. Proposal: Language** 19.1 The Proposal shall be written in the **English** language. Correspondences and documents relating to the Proposal may be written in English or **Bangla**. Supporting documents and printed literature furnished by the NGO that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or **Bangla** language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern.
- 20. Proposal: Documents** 20.1 The Proposal prepared by the NGO shall comprise the following:  
(a) Technical Proposal;  
(b) Financial Proposal;  
(c) any other document required as stated in the PDS.
- 21. Proposal: Preparation** 21.1 In preparing its Proposal, the NGO shall examine in detail the documents comprising the RFP Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Proposal.
- 21.2 The NGO shall prepare the Technical Proposal in accordance with ITC Clauses 21, 22 and 23 using the forms furnished in Section **5A**: Technical Proposal; Standard Forms.
- 21.3 The NGO shall submit the Financial Proposal in accordance with ITC Clause 21, 24 and 25 and using the forms furnished in Section **5B**: Financial Proposal; Standard Forms.
- 21.4 All the forms mentioned in ITC Sub Clauses 21.2 and 21.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be considered as being incomplete.
- 22. Technical Proposal Preparation** 22.1 While preparing the Technical Proposal, the NGO must give particular attention to the instructions provided in ITC Sub Clause 22.2 thru 22.12 inclusive.
- 22.2 The NGO wishing to obtain expertise from other NGOs or entities may participate in the procurement proceedings by forming a Joint Venture.
- 22.3 Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case on a non-judicial stamp of value or equivalent as stated in the PDS, duly signed by all legally authorised representatives of the NGOs who are parties to such agreement.
- 22.4 Joint Venture, as stated under ITC Sub Clause 22.3, with other non-shortlisted NGOs at the time of submission of a Proposal is not admissible without the permission of the Client, which must be obtained prior to the

deadline for submission of a Proposal.

**22.5** Joint Venture, as stated under ITC Sub Clause 22.3, among the shortlisted NGOs at the time of submission of a Proposal is not permitted, and the Client shall disqualify such Proposal.

22.6 The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Client.

22.7 For QCBS and LCS based assignments, only the estimated total of Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the NGO.

22.8 For FBS based assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the PDS but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.

22.9 Proposed professional staff shall have at least the qualification and experience indicated in the PDS, working in Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the NGO or has an extended and stable working relationship with it.

22.10 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. Conversely, one Key professional staff is not allowed to offer his/her inputs in more than one Proposal for this particular assignment and, in this particular procurement process.

22.11 The Proposal submitted by the NGO must be accompanied by the commitment of the proposed Key professional staff duly certified the correctness of the particulars stated in its CV

22.12 Failure to fulfil the requirements under this Clause may lead to incompleteness of the Proposal

**23. Technical Proposal: Format and Content**

23.1 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 5A**):

- (a) **Form 5A1:** Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the NGO;
- (b) **Form 5A2:** giving a brief description of the NGO's organization and an outline of recent experience of the NGO;
- (c) **Form 5A3:** indicating comments and suggestions that the NGO may have on the Terms of Reference to improve performance in carrying out the assignment;
- (d) **Form 5A4:** indicating the approach, methodology and work plan for performing the assignment;
- (e) **Form 5A5 :** being the work plan should be consistent with the Work Schedule and should be in the form of a bar chart showing the timing proposed for each activity;
- (f) **Form 5A6:** being the list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks;
- (g) **Form 5A7:** being the estimates of the staff input (staff-months of professionals) needed to carry out the assignment;

- (h) **Form 5A8:** being the CVs of the professional staff signed by the respective staff member and by the authorized representative submitting the Proposal;
    - (i) **Plus,** a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment; and
    - (j) **Any** additional information that might be requested in the PDS.
  - 23.2 The Technical Proposal shall not include any financial information. **A Technical Proposal containing financial information may be considered non-responsive.**
- 24. **Financial Proposal Preparation**
  - 24.1 The Financial Proposal shall be prepared using the Standard Forms. It shall list all costs associated with the assignment, including **(i)** remuneration for staff, and **(ii)** reimbursable expenses indicated in the PDS. If appropriate, these costs should be broken down by activity.
  - 24.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items.
- 25. **Financial Proposal Format and Content**
  - 25.1 The Financial Proposal shall provide the following information using the attached Standard Forms (**Section 5B**):
    - (a) **Form 5B1:** Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the NGO. Commissions and gratuities, if any, paid or to be paid by NGOs and related to the assignment will be listed in the form;
    - (b) **Form 5B2:** being the Summary of Costs against staff remuneration and reimbursable expenses;
    - (c) **Form 5B3:** being the breakdown of costs against staff remuneration;
    - (d) **Form 5B4:** being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS; andIf appropriate, all these costs should be broken down by activity.
- 26. **Taxes**
  - 26.1 The NGO is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the NGO to be familiar with the relevant laws in Bangladesh, and to determine the taxes, duties, fees, levies and other charges to be paid under the Applicable Law, if the Contract is awarded. Any such amounts on account of local taxes shall not be considered in the Financial Evaluation of the Proposal as they will be discussed at contract negotiations, and applicable amounts will be included in the Contract Price.
  - 26.2 Commissions and gratuities, if any, paid or to be paid by NGOs and related to the assignment will be listed in the Financial Proposal **Form 5 B1.**
- 27. **Client's Services and Facilities**
  - 27.1 The Client shall:
    - (a) provide at no cost to the NGO the services and facilities as specified in the PDS;
    - (b) make available to the NGO, relevant project data and reports at the time of issuing the RFP Document; and
    - (c) assist the NGO in obtaining relevant project data and reports from other related departments/divisions, which will be required



by the NGO to prepare the Proposal.

- 28. Proposal Currency** 28.1 All prices shall be quoted in Bangladesh Taka unless otherwise stated in PDS.
- 29. Proposal Validity** 29.1 Proposals shall remain valid for the period as specified in the PDS after the date of Proposal submission deadline prescribed by the Client.
- 30. Extension of Proposal Validity**
- 30.1 In justified exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may solicit, not later than ten (10) days before the expiry date of the Proposal validity, compulsorily all the NGOs' consent to an extension of the period of validity of their Proposals
- 30.2 The request for extension of the Proposal Validity period shall state the new date of the validity of the Proposal.
- 30.3 The request from the Client and the responses from the NGOs will be made in writing.
- 30.4 The NGOs consenting in writing to the request as stated under ITC Sub Clause 30.3 shall not be required or permitted to modify its Proposal in any circumstances.
- 30.5 If the NGOs are not consenting in writing to the request made by the Client as stated under ITC Sub Clause 30.3, its Proposal shall not be considered in the subsequent evaluation.
- 30.6 The NGOs shall maintain the availability of professional staff/experts nominated in the Proposal during the Proposal validity period.
- 31. Proposal Format and Signing**
- 31.1 The NGO shall prepare **one** (1) original of the Technical Proposal as described in ITC Clause 22 and **one** (1) original of the Financial Proposal as described in ITC Sub Clause 24 and clearly mark them "ORIGINAL".
- 31.2 The NGO shall prepare the number of copies as specified in the PDS of each Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 31.3 The original and all copies of the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the NGO to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 31.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

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## **D. Proposal Submission**

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- 32. Proposal:  
Sealing and  
Marking**
- 32.1 The NGO shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “ORIGINAL” and “COPY, as appropriate.” These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as “TECHNICAL PROPOSAL”.
- 32.2 The NGO shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”
- 32.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:
- (a) bear the name and address of the NGO;
  - (b) be addressed to the Client at the address as specified in the PDS;
  - (c) bear the name of the Proposal; and
  - (d) bear a statement “DO NOT OPEN BEFORE **(the deadline for submission of Proposal)**” as specified in the PDS.
- 32.4 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 32.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.
- 32.6 The Proposals shall be submitted on the basis of this RFP Document issued by the Client.
- 33. Proposal:  
Submission  
Deadline**
- 33.1 The Proposals shall be delivered to the Client at the address as stated under ITC Sub Clause 32.3 not later than the date as specified in the PDS.
- 33.2 The Proposals may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the NGO with acknowledgement of receipt showing the date and time when its Proposal was received.
- 33.3 The Client may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for the submission of Proposals in accordance with ITC Clause 16 and 30.1, in which case all rights and obligations of the Client and NGOs previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 34. Proposal  
Submitted  
Late**
- 34.1 Any Proposal received by the Client after the deadline for submission of Proposals shall be declared **LATE** and returned unopened to the NGO.

## **E. Proposal Opening and Evaluation**

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- 35. Technical Proposal Opening**
- 35.1 The Client shall open all the Technical Proposals received shortly after the deadline for submission and at the place specified in the PDS. There shall be no public opening of the Technical Proposals.
- 35.2 The Financial Proposals shall be kept closed in the safe custody of the Head of the Procuring Entity until such time as the evaluation of Technical proposal has been completed.
- 36. Restriction on Disclosure of information Relating to Procurement Process**
- 36.1 Following the opening of the Technical Proposals by the Client's PEC, and until the Contract is signed, no NGO shall make any unsolicited communication to the Client or PEC.
- 36.2 From the time the Proposals are opened to the time the Contract is awarded, any effort by the NGO to influence the Client or PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in non-responsiveness of the NGO's Proposal.
- 37. Clarification on Proposal**
- 37.1 The Client's Proposal Evaluation committee (PEC) may ask the NGOs for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the NGOs shall be in writing, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any of the key staff or elements of the Proposal will neither be sought nor be permitted.
- 37.2 Any request for clarifications by the PEC shall not be directed towards making an apparently non-responsive Proposal responsive and reciprocally the response from the concerned NGO shall not be articulated towards any addition, alteration or modification to its Proposal.
- 37.3 If a NGO does not provide clarifications of its Proposal by the date and time set in the PEC's written request for clarification, its Proposal shall not be considered in the evaluation.
- 37.4 Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.
- 37.5 All clarification requests shall remind the NGOs of the need for confidentiality and that any breach of confidentiality on the part of the NGO may result in their Proposal being disqualified, as stated under ITC Sub Clause 36.
- 38. Proposal Evaluation: General**
- 38.1 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary, and approved by the Competent Authority.
- 38.2 The Proposals shall be evaluated based on what has been submitted. The material issues to be clarified with the successful NGO will have to be discussed during negotiations.
- 39. Examination of Conflict of Interest Situation**
- 39.1 During the evaluation of the Technical Proposals, the PEC shall ascertain that no new COI situations as stated under ITC Clauses 7, 8, 9 and 10, have arisen since the NGO was shortlisted. If the PEC identifies a COI at this stage, it shall determine whether the specific conflict is substantive and shall consequently consider the Proposal non-responsive.
- 39.2 If the NGO including any of its affiliates or associates is found to be in a COI during the technical evaluation, the PEC shall review the case and

either disqualify the NGO or ask the NGO to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the NGO shall be considered non-responsive.

39.3 If a NGO has been found to mislead the PEC by neglecting to provide information or by denying the existence of a COI situation, the NGO's Proposal shall be considered non-responsive.

**40. Proposal:  
Technical  
Evaluation**

40.1 All Technical Proposals shall be evaluated in accordance with the Request for Proposal (RFP) and the Terms of Reference (ToR).

40.2 The PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals on the basis of their responsiveness to the RFP and ToR, applying the evaluation criteria, sub criteria, and points system, as specified in the PDS.

40.3 The points for each Technical Proposal shall then be calculated as average of the points given by all the members including the Chairperson of the PEC for the respective Proposal.

40.4 Technical Proposals thus given a Technical Points (Tp), as stated under ITC Sub Clause 40.2, not securing the precise minimum as specified in the PDS, shall be considered non-responsive.

**41. Financial  
Proposal  
Opening**

41.1 In the case of QCBS, FBS and LCS after the technical evaluation is concluded, and approved by the Client , the Client shall notify in writing, those NGOs that have secured the precise minimum Technical Points (Tp), indicating the date, time and location for opening the Financial Proposals; the date being usually not less than **one (1)** week after such notification.

41.2 The Client shall simultaneously notify those NGOs whose Technical Proposals did not secure the precise minimum Technical Points (Tp) or were considered non-responsive to the RFP and ToR, indicating that their Financial Proposals will be returned unopened after completing the selection process.

41.3 Financial Proposals of those who secured the precise minimum Technical Points (Tp) shall be opened by the PEC publicly in the presence of the NGOs' representatives who choose to attend. The name of the NGOs, the Technical Points, and the Proposal Prices shall be read aloud and recorded when the Financial Proposals are opened.

41.4 The Client shall prepare minutes of the public opening as stated under ITC Sub Clause 41.3 and, these shall be furnished, upon request, to NGOs who's Financial Proposals were opened. Representatives who attend the public opening shall sign an attendance sheet.

**42. Proposal:  
Financial  
Evaluation**

42.1 The Client's PEC will review the detailed content of each Financial Proposal. During the review, the PEC and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information on financial aspects from any NGO who has submitted a Financial Proposal.

- 42.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced shall be deemed to be included in the prices of other activities or items of the Proposal, as stated under ITC Sub Clause 24.2.
- 42.3 The evaluation shall exclude all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law but to be paid under the Contract, unless otherwise the NGO is exempted by the Government.
- 42.4 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial Points (Fp) of **100**. The Financial Points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 42.5.
- 42.5 The points for other Financial Proposals, as stated under ITC Sub Clause 42.4, shall be computed using the formulae:  $F_p = \frac{100 \times F_m}{F}$ ; **Fp** being the Financial Point of the Proposal under evaluation, **Fm** being the lowest Financial Proposal Price and, **F** being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as stated under ITC Sub Clause 42.2 and 42.6.
- 42.6 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; no corrections shall be applied to the Financial Proposal in this respect.
- 43. Proposal: Combined Evaluation**
- 43.1 In the case of QCBS, the Proposals will be ranked according to their Combined Scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1), as specified in the PDS: Combined Score, Cs = Ts(Technical Score) + Fs (Financial Score); [ Ts being Tp x T% and Fs being Fp x F%].
- 43.2 In the case of FBS, the Client will select the NGO that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget amount excluding all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law, if the Contract is awarded.
- 43.3 In the case of FBS, adjustments made by the PEC to correct omissions or inconsistencies detected during the evaluation of the Financial Proposal if raises the Proposal Price above the available budget indicated in the RFP, the Proposal shall be considered non-responsive.
- 43.4 Proposal Prices, in the case of FBS, that exceed the indicated budget will result in non-responsiveness of the Proposal.
- 43.5 In the case of LCS, the Client will select the NGO that submitted the lowest Proposal among those that secured the precise minimum Technical Points (Tp) as stated under ITC Sub Clause 40.4.
- 44. Proposal Negotiation: General**
- 44.1 Negotiations shall commence by considering the comments, suggestions, and requests made by the PEC on both Technical and Financial Evaluation Reports and recommendations thereupon, of its

**Competent Authority.**

- 44.2 Negotiations will be held at the address indicated in the PDS by the PEC, in phases where unavoidable, with participation of the Client with the aim to reach agreement on all points and sign a Contract
- 44.3 The invited NGO will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.
- 44.4 In the case of QCBS, the NGO securing the highest Combined Score (Cs) in accordance with ITC Sub Clause 43.1 will be invited for negotiation as stated under ITC Clauses 44 to 48.
- 44.5 In the case of FBS, the NGO that submitted the highest ranked Technical Proposal selected in accordance with ITC Sub Clause 43.2 will be invited for negotiation as stated under ITC Clauses 44 to 48.
- 44.6 In the case of LCS, the NGO that submitted the lowest Proposal selected in accordance with ITC Sub Clause 43.5 will be invited for negotiation as stated under ITC Clauses 44 to 48.
45. **Proposal Negotiation: Technical**
- 45.1 Technical negotiations will include discussions only on the Implementation Methodology of Terms of Reference, Work Plan and Detail Activity Schedule, Organizing and Staffing, Training Inputs if training is a major component, and the Client's Services and Facilities, with a view to reconcile the NGO's Proposal and the circumstances of the Client. These documents will then be incorporated in the Contract as "**Description of Services**".
- 45.2 The PEC may, in particular, require the invited NGO for replacement by a suitable key staff, if it was found during evaluation of the Technical proposal that any key staff is not fit enough for the proposed assignment.
46. **Proposal Negotiation: Financial**
- 46.1 The negotiation will generally fine-tune the Financial Proposal incorporating the agreed-on technical modifications in the Proposal.
- 46.2 In the case of QCBS, FBS and LCS, negotiation of unit rates or prices of staff remuneration and, of reimbursable expenses is not permissible.
- 46.3 Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this professional services.
- 46.4 Unless the NGO and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 26.1, on the NGO, proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the NGO during negotiation and, requisite provisions shall be made for them in the Contract Price.
- 46.5 If applicable, it is the responsibility of the NGO, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the NGO under the Contract.
-

- 47. Availability of Professional staff/experts**
- 47.1 Having selected the NGO on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available.
- 47.2 The Client 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 or medical incapacity.
- 47.3 In the event, as stated under ITC Sub Clause 47.2, substitution of the Key Professional staff(s) with equivalent or higher qualifications may be permissible.
- 47.4 If this is not the case and if it is established that the Key Professional staff/experts were offered in the Proposal without confirming their availability, the NGO may be disqualified.
- 48. Proposal Negotiations: Conclusion**
- 48.1 The PEC with participation of the Client and the successful NGO shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.
- 48.2 If negotiation fails, the PEC will negotiate with the next highest evaluated NGO, and similarly with other evaluated NGOs until a Contract is signed, but it shall not negotiate simultaneously with more than one NGO.
- 49. Rejection of all Proposals**
- 49.1 The Client may annul the procurement proceedings, any time prior to the deadline for submission of the Proposals or even prior to the signing of the Contract following specified procedures.
- 49.2 All Proposals received by the Client shall be returned unopened to the NGOs in the event the procurement proceedings are annulled as stated under ITC Sub Clause 49.1.
- 49.3 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client may reject them under the following grounds -
- (a) The Proposals containing major deficiencies in responding to the RFP.
  - (b) The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.
  - (c) Evidence of professional misconduct, affecting seriously the procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
- 50. Informing Reasons for Rejection**
- 50.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Client to all NGOs, and the Client will, upon receipt of a written request, communicate to any NGO the reason(s) for its rejection but is not required to justify those reason(s).

## **F. Contract Award**

- 51. Award of Contract**
- 51.1 The Client shall, within seven (7) working days of receipt of approval of the Contract and, provided that no complaint or appeal has been lodged or is still under consideration, prior to the Proposal validity period, invite the successful NGO to sign the Contract; so that the Contract comes into force before expiration of the Proposal validity.

- 52. Publication of Award of Contract** **52.1** Particulars relating to award of Contract of Taka fifty (**50**) lakh and above, in prescribed format, shall be notified by the Client to the Central Procurement Technical Unit within seven (7) days of signing of the Contract for publication in their website, and that notice shall be kept posted for not less than a month, and, of that below Taka fifty (**50**) lakh immediately in Client's Notice Board or its own website, if available.
- 53. Debriefing** **53.1** The Client shall, following signing of the Contract with the successful NGO, promptly notify the other NGOs whose Proposals were technically responsive that they have been unsuccessful. The Client shall also return those unopened Financial Proposals, as stated under ITC Sub Clause **41.2**, to the unsuccessful NGOs.
- 53.2** Debriefing of NGOs by the Client shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her without disclosing information about any other NGO.
- 53.3** In the case of debriefing, confidentiality of the evaluation process shall be maintained.
- 54. Commence ment of Services** **54.1** The NGO is expected to commence the assignment on the date and at the location specified in the PDS.
- 55. NGOs Right to Complain** **55.1** .Any shortlisted NGO has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Client to fulfil its obligations.
- 55.2** Circumstances, in which a formal complaint may be lodged in sequence by the shortlisted NGO against the Client and, the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.
- 55.3** The shortlisted NGO shall submit its complaint in writing within seven (7) days of becoming aware of the circumstances giving rise to the complaint.
- 55.4** In the first instance, the shortlisted NGO shall submit its complaint to the Client who issued the RFP Document.
- 55.5** The place and address for the first stage in the submission of complaints to the administrative authority is provided in the PDS.
- 55.6** A shortlisted NGO may appeal to a Review Panel only when that NGO has exhausted all its options of complaints to the administrative authority as stated under ITC Sub Clause 55.2.



## Section 2. Proposal Data Sheet

*[Comments in italic provide guidance for the preparation of the Proposal Data Sheet; these may not appear on the final RFP to be delivered to the shortlisted NGOs]*

ITNGO Clause	Amendments of, and Supplements to, Clauses in the Instruction to NGOs.
	<b>RFP IDENTIFICATION NO: 1 /2 /3 /4</b>
1.1	<p>The Client is :</p> <p>1) Project Director ,Basic Literacy Project(64 districts) 232/1 ,Tejgaon I/A Dhaka -1208]</p> <p>2) Chairman District NGO Selection Committee and Deputy Commissioner,.....</p>
	The provision of the Services is: Conducting Baseline Survey, Providing Basic Literacy and Life Skill to the targetted Illiterate people and relevant tasks as indicated in DPP of the project.
	The Method of selection is CSOS following FBS procedure
1.3	The Assignment is not phased
3.1	The source of Public Fund is :GOB
6.1	Materials, equipment and supplies used by the NGO are not permitted if they have originated in <u>ISRAEL</u> .
14.1	<p>For <b><u>clarification of Proposals</u></b> the Client 's address is:</p> <p><b><u>Attention: The Chairman</u></b></p> <p><b><u>Districts NGO Selection Committee</u></b></p> <p><b><u>And</u></b></p> <p><b><u>Deputy Commissioner,.....Districts.....</u></b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Telephone: ..... _____</p> <p>Facsimile number: ..... _____</p> <p>Electronic mail address:..... _____</p>

15.1	A pre –proposal Meeting will not be held.
20.1(c)	<p>Other document required to be submitted with the Proposal are :</p> <ol style="list-style-type: none"> <li>1) Attested copies of certificates for educational qualifications of the officials at senior (including Executive Director/CEO) and mid level management.</li> <li>2) Attested copies of documents for the ownership of the office(s).</li> <li>3) Attested copies of Allotment/agreement with Govt./donors for proving the working experiences in the field of NFE/Literacy/Livelihood Skills Training.</li> <li>4) Attested copies of audit report for the last 2 years based on NGO`s fiscal year.</li> <li>5) Attested copies of certificates of experiences/trainings of officials involved in monitoring and evaluation activities.</li> <li>6) Attested copies of resolutions of Go-NGO Coordination meetings organized by Deputy Commissioner/UNO of the concerned district/Upazila during the immediate past two years.</li> </ol>
22.9	<p>The required qualification and experience of professional staff are as follows : As indicated in the Request for Expression of Interest.</p>
23.1	Training is not a specific component of this assignment.
27.1(a)	<p>The Client will provide the following services and facilities: As indicated in the section- 6 :Term Of Reference(TOR)</p>
28.1	The currency of the Proposal shall be: <u>Bangladeshi Taka</u>
29.1	Proposals shall remain valid for <b>120</b> days after the Proposal submission date.
31.2	The NGO must submit <b>one original</b> Technical Proposal and additional 5(five) copies of the Technical Proposal.

<p><b>32.3(b), 33.1 and 35.1</b></p>	<p>The Proposal to be addressed to, received by and, opened at the address is:                  Chairman,                  Districts NGO Selection Committee                  And                  Deputy Commissioner.....Districts.....                  Address: Office of Deputy Commissioner.....Districts...</p>								
	<p>Proposals must be submitted not later than the following                  Date:.....                  Time:..2.00....pm..</p>								
<p><b>40.2</b></p>	<p>The points to be given under each of the evaluation criteria are:</p>								
	<p><b>Criteria</b></p>		<p><b>Points</b></p>						
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1.3	Number of mid level officials and their qualification.	10	<i>Mid level staff (max. 2 posts): Total (5x2) = 10 points.</i>						
10									

			<ul style="list-style-type: none"> <li>➤ 1 point : for SSC passed,</li> <li>➤ 2points : for HSC passed</li> <li>➤ 3 points : for Graduate :</li> <li>➤ 5points: for Masters Degree.</li> </ul>
<b>2</b>	<b>Have established office premises in the proposed project upazila/district.</b>	<b>200</b>	
2.1	Local Office in the proposed upazila	110	<ul style="list-style-type: none"> <li>➤ 110 points: for own permanent office</li> <li>➤ 90 points: for rented office.</li> </ul> <p><i>Note: If any NGO has more than one office in the proposed upazila, only one office will be considered for marking .</i></p>
2.2	Office in the concerned district area other than the proposed upazila	90	<ul style="list-style-type: none"> <li>➤ 90 points: for own permanent office</li> <li>➤ 75 points: for rented office.</li> </ul> <p><i>Note :If any NGO has more than one office in the concerned district area other than the proposed upazila, only one office will be considered for marking .</i></p>
<b>3</b>	<b>Working experience, after registration, in the field of NFE/Literacy/Livelihood Skills Training</b>	<b>100</b>	<ul style="list-style-type: none"> <li>➤ 100 points: for more than 5 years of experiences,</li> <li>➤ 80 points : for 3 to 5 years of experiences,</li> <li>➤ 70 points : for 2 to 3 years of experiences,</li> <li>➤ 60 points: for 2 years of experiences.</li> </ul> <p>Note: Time will be counted on the deadline of submission of EOI/RFP.</p>
<b>4</b>	<b>Have a good system of maintaining transparent accounts, internal and external audit and general financial management. Submission of general audit report for the last 2 years based on NGO`s fiscal year.</b>	<b>30</b>	<ul style="list-style-type: none"> <li>➤ 30 points (maximum) : for immediate past two years` satisfactory audit report.</li> </ul>
<b>5</b>	<b>Number of experienced/trained officials involved in monitoring and evaluation activities.</b>	<b>30</b>	<ul style="list-style-type: none"> <li>➤ 30 points (maximum): for having at least two monitoring &amp; evaluation officers/staffs obtained training on M&amp;E from Govt. or</li> </ul>

				<p>Non Govt. organization with minimum course duration of 2 weeks.</p> <ul style="list-style-type: none"> <li>➤ 20 points: for having at least one monitoring &amp; evaluation officer/staff obtained training on M&amp;E from Govt. or Non Govt. organization with minimum course duration of 2 weeks.</li> <li>➤ 10 points: if one or more officials involved in M&amp;E but have no training.</li> </ul>
	<b>6</b>	<b>Have good coordination with the local administration of the proposed upazila/district.</b>	<b>120</b>	<ul style="list-style-type: none"> <li>➤ 120 points (maximum): for attending all Go-NGO Coordination meetings organized by Deputy Commissioner/UNO during the immediate past two years.</li> </ul> <p>Proportionate number will be given for less attendance in the meeting held during immediate past two years.</p> <p><i>Proportionate points = total points × (number of meeting attended by the NGO ÷ total number of meeting held during the last two years).</i></p>
		<b>Total</b>	<b>500</b>	
<b>40.4</b>	The minimum Technical Points (TP) required to pass is 70 points.			
<b>44.2</b>	<p>The address for Contract negotiations is</p> <p>Chairman District NGO Selection Committee and Deputy Commissioner.....</p>			

<b>54.1</b>	The assignment is expected to commence on ..... August, 2015 .
<b>55.5</b>	Director General Bureau of Non –Formal Education NFE Bhaban(1 <sup>st</sup> Floor) 232/1 Tejgaon ,I/ADhaka-1208

## Section 3. General Conditions of Contract

### A. General

1. **Definitions**
- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the procurement of Goods, Works and Services.
  - (b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers.
  - (c) **Client/Procuring Entity** is the party named in the PCC who engages the NGO to perform the Services.
  - (d) **Completion** means the fulfilment of the Services by the NGO in accordance with the terms and conditions set forth in the Contract.
  - (e) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Client, in accordance with GCC Clause 55.1.
  - (f) **NGO** is a person who has been short-listed to submit a Proposal for providing professional services duly accepted by the Client; named as such in the PCC and the Contract Agreement.
  - (g) **Contract Agreement** means the Agreement entered into between the Client and the NGO together with the Contract Documents.
  - (h) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.
  - (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 47.1.
  - (j) **Day** means calendar day unless otherwise specified as working days..
  - (k) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 18.1.
  - (l) **GCC** mean the General Conditions of Contract.
  - (m) **Government** means the Government of the People's Republic of Bangladesh.
  - (n) **Intended Completion Date** is the date on which it is intended that the NGO shall complete the Services as specified in the PCC.
  - (o) **Member** means in case where the NGO consists of a joint venture, consortium or association any of the entities that make up the joint venture; and "**Members**" means all these entities.
  - (p) **Month** means calendar month
  - (q) **Party** means the Client or the NGO, as the case may be, and "**Parties**" means both of them. Third party means any party other than Client and NGO.

- (r) **Personnel** mean professionals and support staff provided by the NGO or by any Sub-NGO and assigned to perform the Services or any part thereof; and “Key Staff/Personnel” means the Personnel referred to in GCC Sub Clause 23.1.
- (s) **Reimbursable expenses** mean all assignment-related costs other than NGO’s remuneration.
- (t) **Remuneration** means all costs related to payments of fees to the NGO for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- (v) **Services** means the work to be performed by the NGO pursuant to this Contract, as described in **Appendices 1 to 6** of the Contract Agreement.
- (w) **Third Party** means any person or entity other than the Government, the Client, the NGO or a Sub-NGO.
- (x) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
2. **Phased Completion** 2.1 If phased completion is specified in the PCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
3. **Communications and Notices** 3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the PCC.
- 3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
4. **Governing Law** 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.
5. **Governing Language** 5.1 The Contract shall be written in **English**. All correspondences and documents relating to the Contract may be written in English or **Bangla**. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
- 5.2 The NGO shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. **Documents Forming the Contract in** 6.1 The following documents forming the Contract shall be interpreted in the following order of priority:



- |  |   |
|--|---|
| <b>Order of Precedence</b>                                 | <ul style="list-style-type: none"> <li>(a) the Contract Agreement;</li> <li>(b) the Particular Conditions of Contract (PCC);</li> <li>(c) the General Conditions of Contract (GCC);</li> <li>(d) the Appendix (1 to 6); and</li> <li>(e) any other document as specified in the PCC forming part of the Contract.</li> </ul>  |
| <b>7. Assignment</b>                                       | 7.1. Neither the Client nor the NGO shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.   |
| <b>8. Eligible Services</b>                                | 8.1 All materials, equipment, plant, and supplies used by the NGO and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.  |
| <b>9. Contractual Ethics</b>                               | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.  |
| <b>10. Joint Venture, Consortium or Association (JVCA)</b> | <p>10.1 If the NGO is a Joint Venture, all of the parties shall sign the Contract Agreement.</p> <p>10.2 Each partner of the Joint Venture shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract.</p> <p>10.3 The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client.</p> |
| <b>11. Authority of Member in Charge</b>                   | 11.1 In case the NGO is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client.   |
| <b>12. Authorized Representatives</b>                      | 12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the NGO may be taken or executed by the officials as specified in the PCC.  |
| <b>13. Relation between the Parties</b>                    | 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the NGO. The NGO, subject to this Contract, has complete charge of Personnel and Sub-NGOs, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.  |
| <b>14. Location</b>  | 14.1 The Services shall be performed at such locations as are specified in <b>Appendix 1</b> , to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.   |
| <b>15. Taxes</b>   | 15.1 The NGO, Sub-NGOs and Personnel shall pay such taxes, duties,  |

fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price unless otherwise exempted by the Government.

**16. Corrupt, Fraudulent, Collusive or Coercive Practices**

- 16.1 The Government requires that Client, as well as NGOs shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
- 16.2 The Government requires that Client, as well as NGOs shall, during the proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
  - (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2(b).
- 16.3 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the NGO to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the NGO concerned. Any communications between the NGO and the Client related to matters of alleged fraud or corruption shall be in writing.
- 16.4 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the NGO alleged to have carried out such practices, the Client will :
- (a) exclude the NGO from further participation in the particular procurement proceeding; or
  - (b) declare, at its discretion, the NGO to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.
- 16.5 The NGO shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
- 16.6 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

## **B. Commencement, Completion and Modification**

**17. Effectiveness of Contract**

- 17.1 The Contract shall come into force and effect on the date, called the "Effective Date", of the Client's notice to the NGO instructing the NGO to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the PCC have been met.

**18. Effective Date**

- 18.1 The date the Contract comes into effect shall be as specified in the

PCC.

- 19. Commencement of Services** 19.1 The NGO shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.
- 20. Expiration of Contract** 20.1 Unless terminated earlier pursuant to GCC Clauses 60 to 63, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.
- 21. Modifications or Variations**
- 21.1 The Client may notify the NGO to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
- 21.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 21.3 The NGO shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 21.2. The estimate shall comprise the following:
- a. an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
  - b. a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
  - c. a detail costing covering the total amount of the Variation Orders; and
  - d. a proposed revision of the schedule of payments as approved, if required.
- 21.4 Variation Orders, as stated under GCC Sub Clause 21.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof.
- 21.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 21, the breakdown of the lump-sum price provided in Forms 5B3 and 5B4 shall be the basis.

### **C. NGO's Personnel**

- 22. General** 22.1 The NGO shall employ and provide such qualified and experienced Personnel and Sub-NGOs as are required to carry out the Services under the Contract.
- 23. Description of** 23.1 The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the

- Personnel** NGO's Key Personnel are described in **Appendix 3**, to the Contract.
- 23.2 The periods of engagement of Key Personnel set forth in **Appendix 3** may be increased by agreement in writing between the Client and the NGO, if additional work is required beyond the Scope of the Services specified in **Appendix 1** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 44.2 of this Contract, this will follow procedures as stated under GCC Clause 21, including prior review where necessary.
- 24. Approval of Personnel** 24.1 The Client approves the Key Personnel listed by title as well as by name in **Appendix 3** to the Contract. In respect of other Personnel that the NGO proposes to use in carrying out of the Services, the NGO shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).
- 25. Removal and/or Replacement of Personnel** 25.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the NGO, it becomes necessary to replace any of the Personnel, the NGO shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Client, including prior review where necessary.
- 25.2 If the Client
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
  - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel;
- then the NGO shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement, a person with qualifications and experience, as stated under GCC Sub Clause 25.1, acceptable to the Client.
- 25.3 Any of the Personnel provided as a replacement under GCC Sub Clauses 25.1 and 25.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the NGO may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree;
- (a) the NGO shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
  - (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

## **D. Obligations of the NGO**

- 26. Standard of** 26.1 The NGO shall perform the Services and carry out its obligations

<b>Performance</b>		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 NGO shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Third Parties.
<b>27. Conflict of Interests</b>	27.1	The NGO shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008.
<b>28. NGO Not to Benefit from Commissions Discounts etc.</b>	28.1	The remuneration of the NGO as stated under GCC Clauses 44, 45 and 46 shall constitute the NGO’s sole remuneration in connection with this Contract and, subject to GCC Sub Clause 29.1 hereof, the NGO shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the NGO shall use their best efforts to ensure that any the Personnel and agents, similarly shall not receive any such additional remuneration.
	28.2	Furthermore, if the NGO, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the NGO shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the NGO in the exercise of such procurement responsibility shall be for the account of the Client.
<b>29. NGO and Affiliates not to Engage in Certain Activities</b>	29.1	The NGO agrees that, during the term of this Contract and after its termination, the NGO including any of its affiliates or associates, shall be disqualified from providing Goods, Works or Services (other than professional services) for any project resulting from or closely related to this professional services !
<b>30. Prohibition of Conflicting Activities</b>	30.1	The NGO shall not engage, and shall cause their Personnel to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
<b>31. Confidentiality</b>		<p>Except with the prior written consent of the Client, the NGO 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 NGO and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p><i>[For the purposes of this Clause “confidential information” means any information or knowledge acquired by the NGO and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]</i></p>
<b>32. Liability of the NGO</b>	32.1	The NGO, in lieu of furnishing any Performance Security, shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 32.2 thru 32.6 inclusive for due performance of the

Contract.

- 32.2 The NGO shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:
- (a) infringement or alleged infringement by the NGO of any patent or other protected right; or
  - (b) plagiarism or alleged plagiarism by the NGO.
- 32.3 The NGO shall ensure that all Goods and Services (including without limitation all computer hardware, software and systems) procured by the NGO out of funds provided or reimbursed by the Client or used by the NGO in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 32.4 The NGO shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of NGO's failure to exercise the skill and care required under GCC Clause 26 provided:
- (a) that the NGO is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;
  - (b) that the ceiling on the NGO's liability under GCC Clause 26 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by NGO's gross negligence or reckless conduct; and
  - (c) that the NGO's liability under GCC Clause 26 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- 32.5 In addition to any liability the NGO may have under GCC Clause 26, the NGO shall, at its own cost and expense, upon request of Client; re-perform the Services in the event of NGO's failure to exercise the skill and care required under GCC Clause 26.
- 32.6 Notwithstanding the provisions of GCC Sub Clause 32.4(a), the NGO shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- (a) Client's overriding a decision or recommendation of the NGO or requiring the NGO to implement a decision or recommendation with which NGO do not agree; or
  - (b) the improper execution of the NGO's instructions by agents, employees or independent contractors of the Client.

- 33.1 The NGO
- 33. Insurance to be taken out by the NGO**
- (a) shall take out and maintain, at their own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the PCC; and
  - (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 34.1 The NGO shall
- 34. Accounting, Inspection and Auditing**
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and
  - (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 34.2 The NGO shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 35.1 The NGO shall obtain the Client's prior approval in writing before taking any of the following actions:
- 35. NGO's Actions Requiring Client's Prior Approval**
- (a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;
  - (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
  - (c) any other action that may be specified in the PCC.
- 35.2 Notwithstanding any approval under GCC Sub Clause 35.1(b), the NGO, shall remain fully liable for the performance of Services by any of its affiliates or associates and its Personnel and retain full responsibility for the Services.
- 36.1 The NGO shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.
- 36. Reporting Obligations**
- 37.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the NGO for the Client under this Contract shall become and remain the absolute property of the Client, and the NGO shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
- 37. Proprietary Rights on Documents Prepared by the NGO**

- 37.2 The NGO may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.
- 37.3 Other restrictions, if any, about the future use of these documents and software, if any, shall be as specified in the PCC.
- 38. Proprietary Rights on Equipment and Materials Furnished by the Client.**
- 38.1 Equipment, tools and materials made available to the NGO by the Client, or purchased by the NGO wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
- 38.2 Upon termination or expiration of this Contract, the NGO shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
- 38.3 During the possession of such equipment and materials, the NGO, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

## **E. Obligations of the Client**

- 39. Assistance and Exemptions**
- 39.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the NGO and Personnel with documents as shall be necessary to enable the NGO or Personnel to perform the Services;
  - (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
  - (c) assist the NGO in obtaining necessary licenses and permits needed to carry out the Services; and
  - (d) provide to the NGO and Personnel any such other assistance as may be specified in the PCC.
- 40. Access to Land**
- 40.1 The Client warrants that the NGO shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The NGO shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the NGO and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the NGO or the Personnel.



- 41. Change in the Applicable Law Related to Taxes** 41.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the NGO in performing the Services, then the amounts otherwise payable to the NGO under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 44.2.
- 42. Services and Facilities** 42.1 The Client shall make available to the NGO, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix 4** to the Contract at the times and in the manner specified.
- 42.2 In case that such services and facilities shall not be made available to the NGO as specified in **Appendix 4**, the Parties shall agree on:
- (a). any time extension that may be appropriate to grant to the NGO for the performance of the Services;
  - (b). the manner in which the NGO shall procure any such services and facilities from other sources, and
  - (c). the additional payments, if any, to be made to the NGO as a result thereof pursuant to GCC Sub Clause 48.1.
- 43. Payment** 43.1 In consideration of the Services performed by the NGO under this Contract, the Client shall make to the NGO such payments and in such manner as stated under GCC Clauses 44 to 53.

## **F. Payments to the NGOs**

- 44. Cost Estimate of Services: Ceiling Amount** 44.1 An estimate of the cost of the Services is set forth in **Appendix 5** to the contract.
- 44.2 Except as may be otherwise agreed under GCC Clause 21 and subject to GCC Sub Clause 48.1, payments under this Contract shall not exceed the ceiling as specified in the PCC.
- 45. Payments: General** 45.1 All payments under this Contract shall be made to the account of the NGO as specified in the PCC.
- 45.2 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the NGO of any obligations hereunder.
- 46. Lump-Sum Payment** 46.1 The total payment due to the NGO shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in **Appendix 1**.
- 47. Contract Price** 47.1 The Contract Price is set forth in the PCC.
- 48. Payment for Additional Services** 48.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 21.

- 49. Modes of Payment** 49.1 Payments in respect of the Services shall be made in line with outputs according to the payment schedule as specified in GCC Clauses 50, 51 and 53.
- 50. Advance Payment** 50.1 If so specified in the PCC, an Advance Payment shall be made to the NGO, of the amount and within the number of days after the Effective Date as specified in the PCC. The Advance Payment shall be made against the provision of a Bank Guarantee by the NGO which shall:
- (a) remain effective until the Advance Payment has been fully adjusted as specified in the PCC; and
  - (b) be in the format as shown in **Appendix 6**.
- 50.2 Advance Payments will be amortized by the Client in equal instalments as specified in the PCC until fully offset.
- 51. Interim Payments** 51.1 Payment will be made according to the payment schedule as specified in the PCC subject to the provision of Advance Payment stated in GCC Clause 50. Any other payment shall also be made after the conditions as specified in the PCC for such payment have been met, and the NGO has submitted an invoice not later than fifteen (**15**) days after that condition met, to the Client specifying the amount due.
- 51.2 The Client shall pay the NGO within thirty (**30**) days after the receipt by the Client, of the invoices.
- 51.3 If the Client has delayed payment beyond thirty (**30**) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 52. Amendment to Contract** 52.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.
- 52.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules, including prior review where necessary.
- 53. Final Payment** 53.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the NGO and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (**60**) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (**60**) day period, gives written notice to the NGO specifying in detail deficiencies in the Services, the final report or final statement. The NGO shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

- 54. Suspension of Payments**      54.1      The Client may, by written notice of suspension to the NGO, suspend all or part of the payments to the NGO hereunder if the NGO fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
  - (b) shall request the NGO to remedy such failure within a period not exceeding thirty (**30**) days after receipt by the NGO of such notice of suspension.

## **G. Time Control**

- 55. Completion of Services**      55.1      The NGO shall carry out the Services in accordance with the Programme submitted by the NGO, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 20.1
- 56. Early Warning**      56.1      If at any time during performance of the Contract, the NGO should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the NGO shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the NGO's notice, the Client shall evaluate the situation, and the NGO shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
- 57. Extension of the Intended Completion Date**      57.1      In the event the NGO is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the NGO, including prior review where necessary, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
- 58. Progress Meetings**      58.1      The Client and the NGO shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 58.2      The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the NGO for action.

## **H. Good Faith**

- 59. Good Faith**      59.1      The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## I. Termination and Settlement of Disputes

- 60. Termination for Default**
- 60.1 The Client or the NGO, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty **(30)** days' written notice of termination to the other party.
- 60.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:
- (a) If the NGO fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 54, within thirty **(30)** days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
  - (b) If the NGO submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the NGO knows to be false;
  - (c) If the NGO, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
  - (d) If the NGO or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 71.2;
  - (e) If the Client fails to pay any money due to the NGO pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 71.2 within forty-five **(45)** days after receiving written notice from the NGO that such payment is overdue; or
  - (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five **(45)** days (or such longer period as the NGO may have subsequently approved in writing) following the receipt by the Client of the NGO's notice specifying such breach.
- 61. Termination for Insolvency**
- 61.1 The Client and the NGO may at any time terminate the Contract by giving notice to the other party if:
- (a) the Client becomes bankrupt or otherwise insolvent; or
  - (b) the NGO becomes (or, if the NGO consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  
or
  - (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

- 62. Termination for Convenience** 62.1 The Client, by notice sent to the NGO, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the NGO under the Contract is terminated, and the date upon which such termination becomes effective.
- 63. Termination because of Force Majeure** 63.1 The Client and the NGO may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the NGO is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 64. Force Majeure** 64.1 For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 64.2 Force Majeure shall not include any:
- (a) event which is caused by the negligence or intentional action of a Party or such Party's affiliates or associates or agents or employees, or
  - (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 64.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 65. No Breach of Contract** 65.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 66. Measures to be Taken on Force Majeure** 66.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 66.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as

soon as possible.

66.3 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.

66.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the NGO, upon instructions by the Client, shall either:

(a) demobilize, in which case the NGO shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent possible, in which case the NGO shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

**67. Cessation of Rights and Obligations**

67.1 Upon termination of the Contract pursuant to GCC Clauses 60 to 63, or upon expiration of this Contract pursuant to GCC Clause 20, all rights and obligations of the Parties hereunder shall cease, except

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in GCC Clause 31;

(c) the NGO's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 34; and

(d) any right which a Party may have under the Applicable Law.

**68. Cessation of Services**

68.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 60 to 63, the NGO shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the NGO and equipment and materials furnished by the Client, the NGO shall proceed as provided, respectively, by GCC Clauses 37 and or 38.

**69. Payment upon Termination**

69.1 Upon termination of this Contract pursuant to GCC Clauses to 60 to 63, the Client shall make the following payments to the NGO:

(a) payment pursuant to GCC Clause 44 to 52 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to GCC Sub Clause 59.2 (a), (b), & (c) and GCC Sub Clause 60.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

- 70. Disputes about Events of Termination**
- 70.1 If either Party disputes whether an event specified in GCC Clause 60, 61 or 63 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 71.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 70.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 71.
- 71. Settlement of Disputes**
- 71.1 Amicable Settlement
- The Client and the NGO shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 71.2 Arbitration
- (a) If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.
- (b) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force at the location specified in the PCC.
- (c) Notwithstanding any reference to arbitration herein
- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
  - (ii) the Client shall pay the NGO any monies due the NGO

### Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
	<b>RFP IDENTIFICATION NO: 1 /2 /3 /4</b>	
<b>1.1 (c)</b>	<p>The Clients are :</p> <p>1)Project Director Basic Literacy Project(64 districts) Bureau of Non Formal Education 232/1 Tejgaon I/A, Dhaka-1208]</p> <p>2 )Chairman, District NGO Selection Committee and Deputy Commissioner.....</p>	
<b>1.1(f)</b>	<p>The NGO is</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<b>1.1 (n)</b>	<p>The Intended Completion Date is 12 months from the effective date of the contract.</p>	
<b>GCC 3.1</b>	<p>The addresses for <b>Communications and Notices</b> are:</p> <p><b>Client :</b></p> <p>1)Project Director Basic Literacy Project(64districts) NFE Bhaban Tejgaon I/A Dhaka-1208</p> <p>2)Chairman Districts NGO Selection Committee and Deputy Commissioner.....Districts</p>	



	<p><b>NGO</b> :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>	
<b>GCC6.1(e)</b> )	<p>The following additional documents shall form the part of the Contract :</p> <p>i) Published notice of <b>Request For Expression of Interest</b></p> <p>ii) Letter of Invitation</p>	
<b>GCC 8.1</b>	Non eligible countries are <b>Israel</b>	
<b>GCC 12.1</b>	<p>The Authorized Representatives are:</p> <p><b>For the Client:</b>  Chairman  District NGO Selection Committee  and  Deputy Commissioner.....</p> <p><b>For the NGO</b> :  [.....]  [.....]</p>	
<b>GCC 17.1</b>	<p>The conditions for effectiveness of the Contract are the following:</p> <p><b>14</b> days from signing the contract</p>	
<b>GCC 18.1</b>	The time for commencement of the Services shall be <i>30[thirty] days after the Effective Date of the Contract.</i>	
<b>GCC 19.1</b>	The Contract period shall be <b>12(twelve)</b> months after the Effective Date of the Contract.	
<b>GCC 32.4(a)</b>	The NGO is notified of such actions ,claims , losses or damages not later than <b>6 (six)</b> months after conclusion of the services.	

<b>32.4(b)</b>	The ceiling on NGO`s liability shall be limited to an amount equal to the contract price.																																																						
<b>35.1(c)</b>	<p>The other actions that shall require Client`s approval are :</p> <ul style="list-style-type: none"> <li>• Report of Base Line Survey .</li> <li>• Format to be used in Base line Survey.</li> <li>• Format of Progress report, Monitoring report and Statement Of Expenditure(SOE)</li> <li>• Specification of all materials for centres and learners.</li> <li>• Location of Learning Centre.</li> <li>• List of Learners</li> <li>• Formation of CMC.</li> </ul>																																																						
<b>37.3</b>	<p>The other restrictions about future use of documents and software are ;</p> <p>“The NGO shall not use these documents and software for purpose unrelated to this Contract without the prior written approval of the client.”</p>																																																						
<b>GCC 39.1(d)</b>	<p>Assistance for carrying out the Services to be provided by the Client are :</p> <p>AS described in the TOR in Section -6.</p>																																																						
<b>GCC 44.2</b>	<p>The Contract ceiling amount: The INGO will be provided fund for center establishment and operation of Basic Literacy course. Items of this head are given below:</p> <table border="1" data-bbox="360 1312 1473 1951"> <thead> <tr> <th data-bbox="360 1312 549 1373">Sl. No.</th> <th data-bbox="549 1312 836 1373">Item/heads</th> <th data-bbox="836 1312 1185 1373">Quantity per centre for 6 (six) months</th> <th data-bbox="1185 1312 1473 1373">Unit cost (in taka)</th> </tr> </thead> <tbody> <tr> <td data-bbox="360 1373 549 1406">1</td> <td data-bbox="549 1373 836 1406">Chalk</td> <td data-bbox="836 1373 1185 1406">10 pack</td> <td data-bbox="1185 1373 1473 1406">15</td> </tr> <tr> <td data-bbox="360 1406 549 1440">2</td> <td data-bbox="549 1406 836 1440">Register book</td> <td data-bbox="836 1406 1185 1440">3</td> <td data-bbox="1185 1406 1473 1440">30</td> </tr> <tr> <td data-bbox="360 1440 549 1473">3</td> <td data-bbox="549 1440 836 1473">Exercise Book</td> <td data-bbox="836 1440 1185 1473">120</td> <td data-bbox="1185 1440 1473 1473">20</td> </tr> <tr> <td data-bbox="360 1473 549 1507">4</td> <td data-bbox="549 1473 836 1507">Ball Point Pen</td> <td data-bbox="836 1473 1185 1507">120</td> <td data-bbox="1185 1473 1473 1507">05</td> </tr> <tr> <td data-bbox="360 1507 549 1541">5</td> <td data-bbox="549 1507 836 1541">Duster</td> <td data-bbox="836 1507 1185 1541">2</td> <td data-bbox="1185 1507 1473 1541">20</td> </tr> <tr> <td data-bbox="360 1541 549 1601">6</td> <td data-bbox="549 1541 836 1601">Lantern(50% of centres)</td> <td data-bbox="836 1541 1185 1601">3</td> <td data-bbox="1185 1541 1473 1601">200</td> </tr> <tr> <td data-bbox="360 1601 549 1635">7</td> <td data-bbox="549 1601 836 1635">Fuel / Electricity</td> <td data-bbox="836 1601 1185 1635">0.5</td> <td data-bbox="1185 1601 1473 1635">500</td> </tr> <tr> <td data-bbox="360 1635 549 1695">8</td> <td data-bbox="549 1635 836 1695">Black Board(50% centre)</td> <td data-bbox="836 1635 1185 1695">0.5</td> <td data-bbox="1185 1635 1473 1695">800</td> </tr> <tr> <td data-bbox="360 1695 549 1729">9</td> <td data-bbox="549 1695 836 1729">Sign Board</td> <td data-bbox="836 1695 1185 1729">1</td> <td data-bbox="1185 1695 1473 1729">600</td> </tr> <tr> <td data-bbox="360 1729 549 1792">10</td> <td data-bbox="549 1729 836 1792">Seating mat for Learner(50% centre)</td> <td data-bbox="836 1729 1185 1792">0.5</td> <td data-bbox="1185 1729 1473 1792">1200</td> </tr> <tr> <td data-bbox="360 1792 549 1825">11</td> <td data-bbox="549 1792 836 1825">Lock and key</td> <td data-bbox="836 1792 1185 1825">1</td> <td data-bbox="1185 1792 1473 1825">100</td> </tr> <tr> <td data-bbox="360 1825 549 1951">12</td> <td data-bbox="549 1825 836 1951">Centre Operation Cost (Centre management cost, CMC Meeting cost)</td> <td data-bbox="836 1825 1185 1951">6</td> <td data-bbox="1185 1825 1473 1951">300</td> </tr> </tbody> </table>			Sl. No.	Item/heads	Quantity per centre for 6 (six) months	Unit cost (in taka)	1	Chalk	10 pack	15	2	Register book	3	30	3	Exercise Book	120	20	4	Ball Point Pen	120	05	5	Duster	2	20	6	Lantern(50% of centres)	3	200	7	Fuel / Electricity	0.5	500	8	Black Board(50% centre)	0.5	800	9	Sign Board	1	600	10	Seating mat for Learner(50% centre)	0.5	1200	11	Lock and key	1	100	12	Centre Operation Cost (Centre management cost, CMC Meeting cost)	6	300
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	The Client will pay honorarium of teachers and supervisors to be recruited by the INGO in accordance with the rate of honorarium and payment procedure laid down in the DPP of the Project.	
<b>GCC 45.1</b>	The Bank Account is:	
<b>GCC 50.1</b>	<p><b>Advance Payment:</b></p> <p>For unique characteristics of this project; it is not possible to ascertain the amount of contract price before conducting the Baseline Survey and number of learners and learning centres identified by the baseline survey. Immediate after the completion of NGO selection, the selected INGO will conduct baseline survey in the designated Upazilla, identify illiterate adolescents and adults of 15-45 age group .Then it will go for locating learning centres, establishing learning centres, forming Centre Management Committee (CMC) and recruitment of teachers and Supervisors for learning centres. Contract Price will be determined on the basis of number of learners, learning centres and teachers and supervisors. The rate of price on which calculation will be made to fix the amount of Contract Price is the rate of concerned item mentioned in the DPP (Development Project Profile) of the Project. After ascertaining the Contract Price, the respective DC (Deputy Commissioner) will disburse 1<sup>st</sup> instalment of funds ie. 1/3 of Contract price to the INGO.</p>	
<b>GCC 51.1</b>	<p>Payments shall be made in line with agreed-on outputs according to the following schedule:</p> <p>DC(Deputy Commissioner) will distribute funds among the INGOs in 3 installments; 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> installment (2 months length of each installment). The first installment will be given after completion of agreement with INGOs and each of the other installments will be given as per the submission of SOE of the previous installment.</p>	
<b>GCC 71.2(b)</b>	<p>The place of Arbitration is:</p> <p>Bureau of Non Formal Education</p> <p>NFE Bhaban</p> <p>232/1 Tejgaon, I/A ,Dhaka-1208</p>	

## **Section 5. Proposal & Contract Forms**

### **5A. Technical Proposal - Standard Forms**

*[Comments in brackets provide guidance to the shortlisted NGOs for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

*[Forms 5A1 to 5A8 are to be used for the preparation of the Technical Proposal according to the instructions as stated under ITC Sub Clause 22.1. Such Forms are to be used whichever is the selection method as stated under ITC Sub Clause 1.1 of the Proposal Data Sheet]*

- 5A1** Technical Proposal Submission Form
- 5A2** NGO's Organization and Experience
  - a. NGO's Organization
  - b. NGO's Experience
- 5A3** Comments or Suggestions on the Terms of Reference and, on Services and Facilities to be provided by the Client
  - a. On the Terms of Reference
  - b. On the Client's Services and Facilities
- 5A4** Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5** Work Schedule
- 5A6** Team Composition and Task Assignments
- 5A7** Staffing Schedule
- 5A8** Curriculum Vitae (CV) for Proposed Professional Staff

**Form 5A1 Technical Proposal Submission Form**

[Location, Date]

To  
Chairman  
Districts NGO Selection Committee  
and  
Deputy Commissioner  
.....

Dear Sir

We the undersigned, offer to provide the professional services for Baseline Survey, Basic Literacy and Life skill to the targeted illiterate people in accordance with your Request for Proposal dated [dd/mm/yy] and our Proposal. We are hereby submitting our Technical Proposals in three separate sealed envelopes under one sealed envelop.

We undertake, if our Proposal is accepted, to commence the NGO services related to the assignment not later than the date indicated in ITC Sub Clause 55.1of the Proposal Data Sheet.

We also confirm that the Government of Bangladesh has not declared us, or any Sub - NGOs for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document as stated under ITC Clause 4.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature <i>[in full and initials]</i>	
Name and designation of Signatory	
Name of NGO	
Address	

**Form 5A2 NGO's Organization and Experience**

**NGO's Organisation**

*[provide here a brief description (maximum two pages) of the background and organization of the NGO]*

**NGO's Experience**

**Major Works Undertaken that best Illustrates Qualifications**

*[using the format below, provide information on each assignment for which your NGO was legally contracted for carrying out professional services similar to the ones requested under this assignment ]*

Assignment Name: Baseline Survey, Basic Literacy and Life Skill to the targeted illiterate people.		Country: Bangladesh
Assignment Location within country:..... [name of upzilla]		Duration of assignment (months):Approx..12 months
Name of Client: [on behalf of PD Basic Literacy Project(64 districts)] Chairman , District NGO Selection Committee and Deputy Commissioner.....		Professional Staff provided by your Organization: No of Staff:  [Not applicable]
Start Date (Month/Year)	Completion Date (Month/Year)	
Name of Joint Venture NGOs, if any: [Not applicable]		No of Staff-Months of Professional Staff provided by Joint Venture NGOs:[Not applicable]
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project: .....		
.....		
.....		
.....		
Detailed Description of Actual Services Provided by your Staff: .....		
.....		
.....		
..		

NGO's Name:	
-------------	--

Authorised Signature:	
--------------------------	--

**Form 5A3 Comments and Suggestions on the Terms of Reference and, on Services and Facilities to be Provided by the Client**

**On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal]*

**On Services and Facilities**

*[Comment here on services and facilities to be provided by the Client as according to Clause reference 21.1. of the proposal data sheet including : administrative support, office space, local transportation, equipment, data, etc.]*

## **Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment**

*[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:*

- *Technical Approach and Methodology,*
  - *Work Plan, and*
  - *Organization and Staffing.*
- a) **Technical Approach and Methodology.** Here 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, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This Chapter should incorporate any modifications to the ToR proposed by you. In case the ToR requires the NGO to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this Chapter of the Technical Proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR 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 of **Form 5A5**.
- c) **Organization 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 expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this Chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of **Form 5A6**, and the Staffing schedule of **Form 5A7**. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.



**Form 5A5 Work Schedule**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

<sup>1</sup> Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals.

<sup>2</sup> Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

**Form 5A6 Team Composition and Task Assignments**

<b>Name of Staff</b>	<b>Firm/Organisation</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

**Form 5A7 Staffing Schedule**

<sup>1</sup>For

N°	Name of Staff	Staff-month input by month <sup>1</sup>														Total staff-month input <sup>2</sup>		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field	Total	
1																		
2																		
3																		
4																		
5																		
n																		
										<b>Total</b>								

Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).  
<sup>2</sup>Months are counted from the commencement of the services. For each staff indicate separately staff-month input for home and field work.

**Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff**

Name of the NGO	.....
<b>RFP IDENTIFICATION NO:</b>	.....
Name of the Client	<p>1. Basic Literacy Project(64 districts) BNFE Bhaban 232/1 Tejgaon I/A Dhaka-1208</p> <p>2 .Chairman District NGO Selection Committee and Deputy Commissioner .....District.....</p>

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the NGO will be engaged. Only one candidate shall be nominated for each position]</i>								
2	NAME OF STAFF	<i>[state full name]</i>								
3	DATE OF BIRTH									
4	NATIONALITY									
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank]</i>								
6	EDUCATION:	<i>[list all the colleges/universities which the NGO attended, stating degrees obtained, and dates, and list any other specialised education of the NGO]</i>								
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the NGO]</i>								
8	LANGUAGES & DEGREE OF PROFICIENCY	<table border="0"> <tr> <td><u>Language</u></td> <td><u>Speaking</u></td> <td><u>Reading</u></td> <td><u>Writing</u></td> </tr> <tr> <td>e.g. English</td> <td>Fluent</td> <td>Excellent</td> <td>Excellent</td> </tr> </table>	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>	e.g. English	Fluent	Excellent	Excellent
<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>							
e.g. English	Fluent	Excellent	Excellent							

9	COUNTRIES OF WORK EXPERIENCE		
10	EMPLOYMENT RECORD  <i>[starting with position list in reverse order <b>every employment held and state the start and end dates of each employment</b>]</i>	<i>[The NGO should clearly distinguish whether as an “employee” of the firm or as a “NGO” or “Advisor” of the firm]</i>  <i>[The NGO should clearly indicate the Position held and give a brief description of the duties in which the NGO was involved]</i>	
	EMPLOYER 1	FROM:	TO:
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>
	EMPLOYER 2	FROM:	TO:
	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4 (etc)	FROM:	TO:
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held]</i>	
12	COMPUTER SKILLS	<i>[give details of knowledge and skills]</i>	

**CERTIFICATION** *[do not amend this certification]*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before submission of this Proposal, (ii) I have not offered my CV to be proposed by a NGO other than this NGO for this assignment and, (iii) to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I also understand that any wilful mis-statement made herein may lead to my disqualification or dismissal or any other punitive measures, as appropriate; if engaged.

I have been employed by *[name of the NGO]* continuously for the last twelve (12) months as regular full time staff. Indicate “Yes” or “No” in the boxes below:

YES 
                 
 NO

Signature

Date of Signing

Day / Month / Year

### C. Contract Agreement

This CONTRACT is made the [insert day] day of the month of [insert month], [insert year], between, on the one hand,  
Chairman  
District NGO Selection Committee  
and  
Deputy Commissioner,.....District.

(and, on the other hand, .....  
[insert name of NGO] .....  
address of the NGO

#### WHEREAS

- (a) the Client has requested the NGO to provide certain professional services as defined in this Contract (hereinafter called the “Services”);
- (b) the NGO, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
  - (a) The Form of Contract;
  - (b) The Particular Conditions of Contract (PCC);
  - (c) The General Conditions of Contract (GCC),
  - (d) The Appendices (1 ,2,3,4 to 6).

[ If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the **Appendix**]

**Appendix 1:** Description of the Services

**Appendix 2:** Reporting Requirements

**Appendix 3:** Key Personnel

**Appendix 4:** Services and Facilities to be provided by the Client

2. The mutual rights and obligations of the Client and the NGO shall be as set forth in the Contract, in particular:
- (a) the NGO shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the NGO in accordance with the provisions of the Contract.

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

For and on behalf of  
Project Director  
Basic Literacy Project(64 districts)

---

*[Authorized Representative]*

For and on behalf of *[name of NGO]*

---

*[Authorized Representative]*

## **5D. Appendices**

### **Appendix 1 Description of the Services**

Include the final Terms of Reference worked out by the Client and the NGO during Technical Proposal negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

### **Appendix 2 Reporting Requirements**

List here format:

- a) SOE(Statement Of Expenditure)
- b) Monthly progress Report (within 10 days)
- c)Monthly monitoring report (within 10 days)
- d)Final Report (within 15 days after completion of theprogramme)

### **Appendix 3 Key Personnel**

List hereunder:

Titles [***and names, if already available***], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.

### **Appendix 4 Services and Facilities to be provided by the Client**

List here the Services and Facilities to be made available to the NGO by the Client.

- a)to assist to establish Learning Centre,
- b)distribute all educational equipment
- c)to supply Baseline survey format, monitoring format, evaluation format etc.



**Appendix 6 Bank Guarantee for Advance Payments**

*[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 50.1]*

Contract No:..... Date:../...../ 2015

To: Chairman  
District NGO Selection Committee  
and  
Deputy Commissioner  
.....insert name of districts

**ADVANCE PAYMENT GUARANTEE No:**

We have been informed that *[name of NGO]* has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* for the delivery of Baseline Survey and Basic Literacy and Life Skill to the targetted illeterate people under the Contract.

Furthermore, we understand that, according to GCC Sub Clause 50.1, Advance Payment(s) on Contracts must be supported by a Bank Guarantee.

At the request of the NGO, we *[ .....name of bank .....]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[ .....insert amount in figures and in words.....]* upon receipt by us of your first written demand accompanied by a written statement that the NGO is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the NGO, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[.....date of validity of guarantee.....]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

## **Section 6. Terms of Reference**

- **Background of the Project :**

Bangladesh is one of the most densely populated country in the world. Poverty and illiteracy are interwoven in this country. The Constitution of Bangladesh recognizes education as a fundamental right of every citizen.

Education can be an effective instrument of social changes when it functions as an empowering force by arming human individuals with the essential skills of literacy, numeracy, communication, problem solving and productive work. Non-Formal Education especially literacy and continuing education for adults and youths including life skills & livelihood skills development, is considered as the process of empowerment that contributes to human resource development and poverty reduction. It has been proved from many instances that Non-Formal Education including adult literacy and continuing education plays a vital role in improving the lives of millions of poor with enhanced ability to create better health, more income and to utilize existing resources.

In pursuance of its constitutional obligations and commitments made in the international forums, the Government of Bangladesh is determined to ensure education for all within shortest possible period of time.

The government of Bangladesh formulated the Non Formal Education Policy Frame work in the year 2006. Vision of NFE Policy is:

In pursuance of the constitutional commitment to ensure educational opportunities for all citizens and to build a just and equal society, all citizens will have the opportunity to participate in education to fulfill their individual potential, be effective members of their family and community and be productive and responsible citizens, capable of facing the challenges of the 21st century.

Goals of the Non- Formal Education Policy are : To contribute to fulfilling EFA goals and alleviating poverty as spelled out in the National Plan of Action II, 2003-2015 and the Poverty Reduction Strategy Paper (PRSP) and the Sixth Five Year Plan, by creating a community-based network of learning centers, aimed at reducing illiteracy by at least 50% by 2015, extending opportunities for effective skill training and continuing education and creating lifelong learning opportunities.

The government has adopted the National Education Policy in 2010. The National Education Policy 2010 has endorsed the commitment of the present government i.e. to ensure 100% enrollment of primary school age children by 2011 and to ensure 100% literacy in the country by 2014. According to the final report of NFE Mapping 2009, there are 37.35 million illiterates of 11-45 years age group in the country .A number of NFE projects were implemented under INFE and DNFE during the period of 1992-2005, like (1) Non-Formal Education Project-1, (2) Non-Formal Education Project-2,(3) Non-Formal Education Project-3, (4) Non-Formal Education Project-4 (TLM),(5) Gram Shikkha Milon Kendra, (6) Post Literacy and Continuing Education Project-1,(7) Family Life Education Project and (8) Post Literacy and Continuing Education for Human Development Project-3.

Impact of the implementation of three project is tremendous. About 18 million individuals have been provided with literacy and literacy rate increased from 35.3% to 65%. It also contributed to increase enrollment rate in primary schools.

In line with the international & national goal of Education for All (EFA), the Government of Bangladesh (GOB) is committed to expansion of education especially for primary and mass education which are reflected in the programs of formal education and non-formal education subsector.

Bureau of Non-Formal Education (BNFE), established in 2005, a lone government organization in the Non Formal Education sector has already implemented three projects namely:

- i) Post literacy and continuing Education for Human Development Project-1,
- ii) Basic Literacy for Hard to Reach Urban Working Children Project (BEHTRWC) Phase-2  
and
- iii) Post Literacy and Continuing Education for Human Development Project-2 (PLCEHD-2).

In Bangladesh, it is expected that due emphasis would be given on literacy-based programs. However the actual situation is still not encouraging, the government, donors, NGOs , and broader civil society have much to do on literacy-based programs. Basic literacy program at the national level remain discontinued for last few years .The consequence is that about 40% of the population of the country is still illiterate.

In order to achieve the goals of “Education For All (EFA) and target of National Plan of Action- ii (NPA-ii) ,The government of Bangladesh has decided to undertake a massive project titled “Basic Literacy Project(64 districts) with major objectives of providing Basic Literacy and life skills to 4.5 million illiterate adolescent and adults of 15-45 age group. The Project is absolutely a GOB financed Project.

### **Coverage of Illiterates/ Project beneficiaries:**

- Under the Basic Literacy Course, the project will cover 4.5 million illiterate adolescents and adults of 15- 45 age group which is 13% of estimated total illiterates (37.3 million) of 11-45 age group of the country as per the statistics of the NFE Mapping Report-2009.
- The project will prepare 4.5 million learners enable to gather further education and livelihood skill training in order to foster a better life style and to develop them as enlightened and productive citizens involved in lifelong learning.
- Special efforts will be given for enrolment of the people living in remote locations, marginalized people, ethnic groups, people living in slums and hard core poor.

### **Brief description of the Project:**

- **Introduction of the project:** Basic Literacy Project (64 districts) is a GOB financed project under Ministry of Primary and Mass Education with objectives to provide Basic Literacy and Life Skills to 4.5 million adolescents and adults of 15-45 age group. Its

coverage area is 250 selected upazillas of 64 districts of the country. The project will be implemented in 4 phases within a time span of 5 (five) years. Under the project 75000 learning center will be established at selected 250 upazillas where both male and female learners of 15-45 age group will receive Non-Formal education. The program of the project will be implemented through building partnership with selected NGOs.

- **Basic Information of the Project:**

S L	Subject/Item	Number/Quantity	Comments
1	Number of Center	75,000	Each Center has two shifts (Male shift & Female shift)
2	Number of Learner (15-45 age group)	45 Lakh (4.5 million)	60 learners per center (30 male + 30 female)
3	Number of teacher	150,000	Two teachers per center ( one male + one female)
4	Number of Supervisor	3,750	One for each 20 centers
5	Course duration	6 months	Each Phase
6	Number of phase	4 phases	
8	Average number of Center per district	1,172	Two shifts per center
9	Average number of Center per upazila	300	Two shifts per center
10	Average number of learner per district	70,313	60 learners per center (30 male + 30 female)
11	Average number of learner per upazila	18000	60 learners per center (30 male + 30 female)

- **Implementation time Plan:** Phase-1: Coverage of 64 Upazilla of 64 districts.  
. Phase-2: Coverage of 73 Upazilla of 64 districts  
Phase-3: Coverage of 75 Upazilla of 64 districts  
Phase-4: Coverage of 38 Upazilla of 64 districts.

## **Objectives of the assignment:**

The main program of the project i.e providing Basic Literacy and life skill to targeted illiterate adolescents and adults of 15-45 age group will be implemented by selected partner NGO`s at field level. The selected NGO will be termed as implementing NGO (INGO).

### **The objectives of the Basic Literacy Project (64 district) are as follows :**

- 1) To provide Basic Literacy and Life Skills to 4.5 million illiterate adolescents and adults of 15-45 age group.
- 2) To contribute in eradication of illiteracy from the country as well as achieving global and national EFA goals as envisaged in NPA-II and the Sixth Five Year Plan.
- 3) To contribute in implementation of the National NFE Policy-2006 and the National Education Policy-2010.
- 4) To strengthen the capacity of BNFE and other agencies involved in Non-Formal Education,
- 5) To promote GO-NGO and community collaboration in NFE.
- 6) To develop primers in the mother tongue(s) of the ethnic groups for the learners of 3 hill districts.

Objective of the assignment should be consistent with the objectives of the Project so that it can contribute to achieve the objectives and targets within stipulated time and able to bring successful completion .Objectives of the Assignment are described below.

- a) To assist project authority in implementation of the project`s main objectives of providing basic Literacy and life skill to targeted illiterate people.
- b) To identify learners and place of centers and develop data base.
- c) To provide all sorts of assistance for operation and management of learning centre situated in its jurisdiction .
- d) To promote GO NGO collaboration in NFE sector.
- e) To ensure community Participation and resource mobilization.

### **Impacts / Outputs of the Proposed Program:**

- Under the Basic Literacy Course, the project will cover 4.5 million illiterate adolescents and adults of 11- 45 age group which is 13% of estimated total illiterates (37.3 million) of 11-45 age group of the country as per the statistics of the NFE Mapping Report-2009.
- The project will prepare 4.5 million learners enable to gather further education and skill training in order to foster a better life style and to develop them as enlightened and productive citizens involved in lifelong learning.
- Special efforts will be given for enrolment of the people living in remote locations, marginalized people, ethnic groups, people living in slums and hard core poor.
-

- It will contribute in eradication of illiteracy from the country as well as achieving global and national EFA goals as envisaged in NPA-II and the Sixth Five Year Plan.
- It will contribute in implementation of the National NFE Policy-2006 and the National Education Policy-2010.
- The project will strengthen the capacity of BNFE and other agencies involved in Non-Formal Education,
- It will contribute to promote GO-NGO and community collaboration in NFE.
- It will develop primers in the mother tongue(s) of the ethnic groups for the learners of 3 hill districts.

## **Scope of Services:**

Basic Literacy (BL) Project will cover basic literacy skills to provide learners with essential skills of reading, writing, calculation and life skills. The literacy course will be integrated with life skills to suit the learning needs of the adults and adolescents. To ensure all those activities the INGO will have to perform the following functions:-

- 1) Baseline survey:** Baseline survey will be conducted by INGO at upazila, union, ward and village level to identify learners and place of centers. In consultation with DC, UNO, DBNFE, concerned head teachers of the primary school and Union Parishad Chairman, the responsible INGO will perform the baseline survey.
- 2) Establishment of Learning Center:** Learning Centers will be established by INGO as per the terms and condition given in the article No. 21.7. [DPP of BLP (64 districts)] INGO will also ensure community contribution for establishing the Learning Centers.
- 3) Recruitment of Teachers and Supervisors:** In coordination with UNO/ UNFEC, the INGO will recruit teachers and supervisors for the program as per the terms and condition given in the article No. 21.7.
- 4) Training of Teachers and Supervisors:** INGO will facilitate the foundation training of teachers & supervisors.
- 5) Formation of CMC:** As per the baseline survey report and in consultation with UNFEC and Union Literacy Committee, the INGO will form CMC at each center.
- 6) Orientation of CMC members:** INGO will extend cooperation to UNO for organizing Orientation sessions for CMC members.
- 7) Formation of Upazila Assessment Committee:** To assess the learners' achievement, INGO will assist to form the Upazila Assessment Committee.

- 8) Collection, Preparation, Procurement & Distribution of materials for learners:**  
INGO will be responsible to collect, prepare, procure & distribute materials among the learners in time.
- 9) Organize monthly refresher meeting with teachers/supervisors:** INGO will regularly organize monthly refresher meeting with teachers/supervisors.
- 10) Organize/Facilitate advocacy, social mobilization, training, workshops, seminar, orientation etc. at field level:** INGO will extend cooperation to DC, UNO , AD; DBNFE & UPO to organize social mobilization, training, workshop, seminar, orientation etc. at field level & facilitate advocacy for implementing the Project.
- 11) Monitoring and Evaluation & submitting the reports:** Necessary to perform regular monitoring & evaluation of the program & prepare monthly progress/monitoring reports for submitting to UNO,DC & DBNFE.
- 12) Check reports collected by Supervisors:** INGO will analyze the progress reports collected from supervisors & take necessary corrective measures accordingly.
- 13) Ensure attendance of learners & quality teaching learning process:** The INGO will ensure the regular attendance of learners. Ensuring the proper roles & responsibilities of teachers & supervisors and maintaining quality teaching by teachers would be the responsibility of INGO.
- 14) Submit the Statement of Expenditure (SOE):** INGO will duly prepare & submit the Statement of Expenditure (SOE) to UNO.
- 15) Community participation & resource mobilization:** To ensure Community participation & resource mobilization in coordination with DC,UNO,DBNFE, Local Govt. institutions & other stakeholders will be the responsibility of INGO.
- 16) Co-ordination activities:** Implementing NGO (INGO) will maintain coordination with Local administration, local Government Institutions, NGOs, CBOs, service providers, stakeholders & community people for successful implementation of the Project. Moreover the INGO will keep DC, UNO, AD; DBNFE, UPO informed the progress of the program.
- 17) INGO will ensure holding of regular meeting of ULC and CMC.**

## **Sequence of Major tasks to be performed by the INGO**

**The INGO will follow the sequence of major works as described below :**

- 1)** Will conduct Base Line Survey at Upazilla ,Union, Ward, and village level to identify learners and learning centers.
- 2)** Will select Learners on the basis of baseline survey and prepare a list of Learners for each learning Centre (LC) .Get approval of the learners list from the concerned authority.
- 3)** Will establish Learning Centre (LC)as per procedures specified in the DPP of the Project.
- 4)**Will Recruit Teachers and Supervisors as per terms and conditions given in the article no. 21.7 of the DPP.
- 5)** Will Form Centre Management Committee (CMC)at each centre in consultation with UNFEC and ULC.
- 6)** Will Operate Learning Centers in partnership with Deputy Commissioner, UNO, DBNFE and Local Govt. institutions.

## **Major Terms and Condition for Establishment & Operation of Learning Centers:**

### **1) For Learning Centers :**

- (i)** Learning Centers will be established in each Govt. Primary School/Reg. Non-Govt. Primary School of the selected upazilas ;
- (ii)** Two rooms of each primary school will used for two separate groups of learners (male and female group) after or before the school hours;
- (iii)** The existing Learning Centers of PLCEHD-2 project of BNFE will be used as Learning Center for the Basic Literacy Project;
- (iv)** In case of unavailability of Primary Schools or Centers of PLCEHD-2 project, Basic Literacy Center will be established through renting houses from the concerned communities.
- (v)** Other than selected primary schools, UNFEC would approve the location of the centers in the localities. The location of the centers would be selected on the basis of a) concentration of learners, b) coverage of the illiterates, c) availability of facilities for the center, and d) demand for program in the locality. The program implementing NGO will prepare a draft list of the location of LCs and submit to UNFEC for approval.
- (vi)**The space of BL Center should be sufficient to accommodate 30 Learners (Minimum space of each learning center should be 240 sq ft).

- 2) 2) Enlistment of Learners:** The program implementing NGOs will prepare a list of learners for each center as per the baseline survey. The list would be approved by the UNFEC. Copies of the approved list would be kept at UNFEC, DBNFE office,



Program Implementing NGO, UPO and the centers. Any change or replacement would have to be approved by the UNFEC and reflected in all lists.

**3) Number of learners in each Learning Center:**

(i) Each Learning Center will be comprised of two groups of learners (male & female group).

(ii) Each learning group will be comprised of 30 learners (30 male and 30 female) of 15-45 age groups who are illiterates.

**4)Center operation:**

(i) Centers established in Primary schools, will conduct classes at a time in two rooms (one for male group and one for female group). But, if learners/CMC`s/communities desire to hold classes in separate time for male and female then class-time will be separated from each other.

(ii) In general, literacy classes will be held in day time for both male and female groups. But, if any group of learners desire to hold classes at evening/night as their convenient time, then class time may be changed as per the approval of UNFEC.

(iii) Daily class-time duration would be minimum two hours.

(iv) Class/ session will be conducted six days in every week.

(v) Weekly off will be one day. Weekly off day will be determined by the CMCs.

(vi) Learning Center will remain closed in all national holidays.

**5) Course Duration:** Course duration will be 6 months for basic literacy course.

**6)Primer of the Literacy Program :**

For Basic Literacy, the primer for adult literacy (Amader Chetona: Part-1 & Part-2, approved by MoPME) will be followed in the program intervention;

**6) Number of Teacher per Center:** Two teachers (one male teacher for male group and one female teacher for female group) will be recruited for each center from the respective communities.

**8) Number of Supervisor:** One supervisor will be recruited for each cluster comprised of 20 centers.

**9) Recruitment of Teachers:**

i) The eligibility for being a teacher would be at least S.S.C passed.

ii) Retired (capable) teachers and govt./Non-govt. officials dwelling in the localities, will be given priority to recruit as teachers for the literacy centers.

iii) Priority will be given to qualified unemployed candidates for teachers.

iv) Teachers of primary schools may also be involved as teachers of literacy center after his/her official duties. In this case the interested teachers must need to have prior permission from his/her authority.

**10) Recruitment of Supervisor:** For the supervisor, the eligibility would be at least HSC passed. Experienced candidates will be encouraged.

**(11)** All other terms and condition regarding establishment & Operation of Learning Centre stipulated in the DPP of the Basic Literacy Project (64 districts).

- **List of reports, Schedule of deliveries, and Period of performance:**

**List of reports :**

- a) Base line survey reports containing list of learners and list of identified learning centre.
- b) Time bound work plan for implementation (base line survey, teacher and supervisor recruitment, centre establishment, learning materials distribution, evaluation of learners).
- c) A clear and complete SOE (Statement Of Expenditure) will be submitted to Concerned UNO Office office in every two (2) months.
- d) Monthly Progress report of learners.
- e) Monthly Monitoring Reports.
- f) Learners Evaluation report (every 3 months)
- g) Completion report will be submitted within 15 days after closing the learning centre.
- h) Any other reports assigned by project authority.

**Period of Performance:**

- 1) **Base line survey:** Base line survey must be completed within one month after the signing of the Contract Agreement.
- 2) Enlistment of learners, Establishment of Learning Centre and Formation of CMC must be done within one month after completion of Base Line Survey.
- 3) Recruitment of Teachers and Supervisors will be completed within 30 days after completion of the tasks mentioned in SL-2.

## **Data, facilities and local services to be provided by the client:**

- Administrative support by concerned DC, UNO, AD/DBNFE,UPO, local govt. institution i.e UP & Upazilla Parishad.
- Supply of reading materials by PIMU.
- Develop and supply Formats for Base Line Survey, Progress Report ,Monitoring Report and Statement of Expenditure (SOE ) by PIMU.
- Ensure all sorts of help by local Administration required for implementing the program.
- Provide Assistance for establishing learning centre at Govt. Primary school and Registered Non Govt. Primary school.
- Funds disbursement by Deputy Commissioner.

## **Institutional arrangement:**

- Ministry of Primary & Mass Education (MOPME)
- Bureau of Non-Formal Education (BNFE)
- Project Implementation & Monitoring Unit(PIMU)
- Deputy Commissioner(DC)
- Concerned Upazilla Nirbahi Officer(UNO)
- Assistant Director/ District Non-Formal Education Bureau(AD /DBNFE)
- Upazilla Program Officer(UPO)
- District Non- Formal Education Committee (DNFEC)
- Upazilla Non-Formal Education Committee (UNFEC)
- Union Literacy Committee (ULC)







