

**SAMPLE PRICED PROPOSAL
DOCUMENTS**

**Procurement of
Non-Consultant
Services**

In projects financed by the The World Bank

February 2012

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Invitation for Priced Proposals (IFPP)

Date: 08 December 2013

Contract Identification No: SWPMM/PMMU/SR-01/2013

World Bank credit No: Cr. 4954-BD/TF011556

World Bank Loan/Credit Name: Health Sector Development Program (HSDP)

1. The People's Republic of Bangladesh has received a Credit from the International Development Association towards the cost of Health, Population and Nutrition Sector Development Program and intends to apply part of the funds to cover eligible payments under the Contract for Operational & Technical Support to the PMMU, SWPMM/PMMU/SR-01/2013. Priced Offer submission is open to all offerors from eligible source countries as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits.
2. The Ministry of Health and Family Welfare of the Government of the People's Republic of Bangladesh hereby invites sealed Priced Proposal from the eligible firms for providing operational assistance to the PMMU for procurement, personnel and logistics management, capacity development and advisory services, the details of which are provided in Appendix-A of the attached Priced Proposal documents.
3. One set of Priced Proposal documents is attached with this Invitation for Priced Proposal. The Priced Proposal documents will be available in the MOHFW web site (www.mohfw.gov.bd) or email to ymianbd@gmail.com
4. The Priced Proposal shall be valid for a period of 60 days after date of submission to the Ministry of Health and Family Welfare of the Government of the People's Republic of Bangladesh and proposal must be delivered to the office of Program Management and Monitoring Unit (PMMU), 2nd floor, Old Janashankha Bhaban, Azimpur, Dhaka-1205, Telephone no. 9665313-14, (adjacent to Azimpur Maternity clinic) at or before 2.00pm local time on 26 December 2013.

Part I – Priced Proposal Submitting Procedures

Section I: Instructions to Offerors

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Instructions to Offerors

A. General

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| <p>1. Scope of Priced Proposal</p> | <p>1.1 The Employer, as defined in the Priced Proposal Data Sheet (PPDS), invites priced proposals for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the PPDS.</p> <p>1.2 The Offeror will be expected to complete the performance of the Services by the Intended Completion Date provided in the PPDS.</p> |
| <p>2. Source of Funds</p> | <p>2.1 The Borrower, as defined in the PPDS, intends to apply part of the funds of a Loan from the World Bank, as defined in the PPDS, towards the cost of the Project, as defined in the PPDS, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the Loan proceeds.</p> |
| <p>3. Corrupt or Fraudulent Practices</p> | <p>3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as offerors, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or</p> |

¹ In this context, any action taken by an offeror, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SPPDs, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Offeror recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan engaged in corrupt, fraudulent, collusive, coercive or obstructive

³ For the purpose of these SPPDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of these SPPDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish proposal prices at artificial, non competitive levels.

⁵ For the purpose of these SPPDs, “party” refers to a participant in the procurement process or contract execution.

practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in Priced Proposal documents and in contracts financed by a Bank Loan, requiring offerors, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Priced Proposal submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, offerors shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Offerors

- 4.1 This Invitation for Priced Proposals is open to all offerors from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All offerors shall provide in Section III, Priced Proposal Forms, a statement that the Offeror (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to submit Priced Proposal.
- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.4 The Loan Agreement prohibits a withdrawal from the Loan

account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Offerors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITO Sub-Clause 3.1.

5. Qualification of the Offeror

5.1 All offerors shall provide in Section III, Priced Proposal Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 All offerors shall include the following information and documents with their priced proposals in Section IV, unless otherwise **stated in the PPDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Priced Proposal to commit the Offeror;
- (b) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (c) information regarding any litigation, current or during the last five years, in which the Offeror is involved, the parties concerned, and disputed amount; and
- (d) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.3 Priced proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **PPDS**:

- (a) the Priced Proposal shall include all the information listed in ITO Sub-Clause 5.2 above for each joint venture partner;
- (b) the Priced Proposal shall be signed so as to be legally binding on all partner;
- (c) the Priced Proposal shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint

venture agreement in the event of an accepted Priced Proposal shall be signed by all partners and submitted with the Priced Proposal, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.4 A consistent history of litigation or arbitration awards against the Offeror or any partner of a Joint Venture may result in disqualification.

- 6. Cost of Priced Proposal Submission** 6.1 The Offeror shall bear all costs associated with the preparation and submission of his Priced Proposal, and the Employer will in no case be responsible or liable for those costs.
- 7. Site Visit** 7.1 The Offeror, at the Offeror's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Priced Proposal and entering into a contract for the Services. The costs of visiting the Site shall be at the Offeror's own expense.

B. Priced Proposal Documents

- 8. Content of Priced Proposal Documents** 8.1 The set of Priced Proposal documents comprises the documents listed in the table below and addenda issued in accordance with ITO Clause 10:

Section I	Instructions to Offerors
Section II	Priced Proposal Data Sheet
Section III	Priced Proposal Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

- 8.2 The Offeror is expected to examine all instructions, forms, terms, and specifications in the Priced Proposal documents. Failure to furnish all information required by the Priced Proposal documents or to submit a Priced Proposal not substantially responsive to the Priced Proposal documents in every respect will be at the Offeror's risk and may result in the rejection of its Priced Proposal. Sections III, V, and IX should be completed and returned with the Priced Proposal in the number of copies specified in the **PPDS**.
- 9. Clarification of Priced Proposal Documents**
- 9.1 A prospective Offeror requiring any clarification of the Priced Proposal documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to Priced Proposal. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of Priced Proposals.
- 10. Amendment of Priced Proposal Documents**
- 10.1 Before the deadline for submission of Priced Proposals, the Employer may modify the Priced Proposal documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Priced Proposal documents and shall be communicated in writing or by cable to the prospective Offeror. The prospective Offeror shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective offerors reasonable time in which to take an addendum into account in preparing their Priced Proposals, the Employer shall extend, as necessary, the deadline for submission of Priced Proposals, in accordance with ITO Sub-Clause 19.2 below.

C. Preparation of Priced Proposals

- 11. Language of Priced Proposal**
- 11.1 The Priced Proposal prepared by the Offeror, as well as all correspondence and documents relating to the Priced Proposal exchanged by the Offeror and the Employer shall be written in the language **specified in the PPDS**. Supporting documents and printed literature furnished by the Offeror may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Priced Proposal Data Sheet, in which case, for purposes of interpretation of the Priced Proposal, the translation shall govern.

- 12. Documents Comprising the Priced Proposal**
- 12.1 The Priced Proposal submitted by the Offeror shall comprise the following:
- (a) The Form of Priced Proposal (in the format indicated in Section III);
 - (b) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by offerors, as **specified in the PPDS**.
- 13. Priced Proposal Prices**
- 13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Offeror.
- 13.2 The Offeror shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Offeror will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Priced Proposals, shall be included in the total Priced Proposal price submitted by the Offeror.
- 13.4 If **provided for in the PPDS**, the rates and prices quoted by the Offeror shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Offeror shall submit with the Priced Proposal all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Offeror in the form of Appendices D and E to the Contract
- 14. Currencies of Priced**
- 14.1 The lump sum price shall be quoted by the Offeror separately in the following currencies:

- Proposal and Payment**
- (a) for those inputs to the Services which the Offeror expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the PPDS**; and
 - (b) for those inputs to the Services which the Offeror expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 14.2 Offerors shall indicate details of their expected foreign currency requirements in the Priced Proposal.
- 14.3 Offerors may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITO Sub-Clause 14.1.
- 15. Priced Proposal Validity**
- 15.1 Priced proposals shall remain valid for the period **specified in the PPDS**.
- 15.2 In exceptional circumstances, the Employer may request that the offerors extend the period of validity for a specified additional period. The request and the offerors' responses shall be made in writing or by cable. An Offeror may refuse the request. An Offeror agreeing to the request will not be required or permitted to otherwise modify the Priced Proposal.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of Priced Proposal validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Offeror selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial Priced Proposal validity, up to the notification of acceptance. Priced Proposal evaluation will be based on the Priced Proposal prices without taking the above correction into consideration.
- 16. Alternative Proposals by Offerors**
- 16.1 **Unless otherwise indicated in the PPDS**, alternative Priced Proposals shall not be considered.
- 16.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the PPDS**, as will the method of evaluating different times for completion.
- 16.3 Except as provided under ITO Sub-Clause 16.4 below, offerors wishing to offer technical alternatives to the requirements of the

Priced Proposal documents must first submit a Priced Proposal that complies with the requirements of the Priced Proposal documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Priced Proposal, the Offeror shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

16.4 When offerors are **permitted in the PPDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII.

**17. Format and
Signing of
Priced
Proposal**

17.1 The Offeror shall prepare one original of the documents comprising the Priced Proposal as described in ITO Clause 9 of these Instructions to Offerors, bound with the volume containing the Form of Priced Proposal, and clearly marked “ORIGINAL”. In addition, the Offeror shall submit copies of the Priced Proposal, in the number **specified in the PPDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

17.2 The original and all copies of the Priced Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Offeror, pursuant to Sub-Clauses 5.2(a) or 5.3(b), as the case may be. All pages of the Priced Proposal where entries or amendments have been made shall be initialed by the person or persons signing the Priced Proposal.

17.3 The Priced Proposal shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Priced Proposal.

D. Submission of Priced Proposals

**18. Sealing and
Marking of
Priced
Proposals**

18.1 The Offeror shall seal the original and all copies of the Priced Proposal in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

- 18.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the PPDS**; and
 - (b) bear the name and identification number of the Contract as **defined in the PPDS** and Special Conditions of Contract.
- 18.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement of the Priced Proposal.
- 19. Deadline for Submission of Priced Proposals**
- 19.1 Priced Proposals shall be delivered to the Employer at the address specified above no later than the time and date **specified in the PPDS**.
- 19.2 The Employer may extend the deadline for submission of Priced Proposals by issuing an amendment in accordance with ITO Clause 10, in which case all rights and obligations of the Employer and the offerors previously subject to the original deadline will then be subject to the new deadline.
- 20. Late Priced Proposals**
- 20.1 Any Priced Proposal received by the Employer after the deadline prescribed in ITO Clause 19 is liable to be rejected and / or returned unopened to the Offeror.
- 21. Modification and Withdrawal of Priced Proposals**
- 21.1 Offerors may modify or withdraw their Priced Proposals by giving notice in writing before the deadline prescribed in ITO Clause 19.
- 21.2 Each Offeror's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITO Clauses 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 21.3 No Priced Proposal may be modified after the deadline for submission of Priced Proposals.
- 21.4 Offerors may only offer discounts to, or otherwise modify the prices of their Priced Proposals by submitting Priced Proposal modifications in accordance with this clause, or included in the original Priced Proposal submission.
- E. Priced Proposal Evaluation**
- 22. Clarification of Priced**
- 22.1 To assist in the examination, evaluation, and comparison of Priced Proposals, the Employer may, at the Employer's discretion, ask the

Proposals

Offeror for clarification of the Offeror's Priced Proposal, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Priced Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Priced Proposals in accordance with ITO Clause 24.

22.2 Any effort by the Offeror to influence the Employer in the Employer's Priced Proposal evaluation or contract award decisions may result in the rejection of the Offeror's Priced Proposal.

23. Examination of Priced Proposals and Determination of Responsiveness

23.1 Prior to the detailed evaluation of Priced Proposals, the Employer will determine whether each Priced Proposal (a) meets the eligibility criteria defined in ITO Clause 4; (b) has been properly signed; and (c) is substantially responsive to the requirements of the Priced Proposal documents.

23.2 A substantially responsive Priced Proposal is one which conforms to all the terms, conditions, and specifications of the Priced Proposal documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Priced Proposal documents, the Employer's rights or the Offeror's obligations under the Contract.

23.3 If a Priced Proposal is not substantially responsive, it will be rejected by the Employer, but may subsequently be made responsive by correction or by withdrawal of the nonconforming deviation or reservation.

24. Correction of Errors

24.1 Priced Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

- 24.2 The amount stated in the Priced Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Offeror, shall be considered as binding upon the Offeror. If the Offeror does not accept the corrected amount, the Priced Proposal will be rejected.
- 25. Currency for Priced Proposal Evaluation**
- 25.1 The Employer will convert the amounts in various currencies in which the Priced Proposal Price, corrected pursuant to ITO Clause 24, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the PPDS** on the date **stipulated in the PPDS**;
- or**
- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the PPDS**, at the selling rate of exchange published in the international press as **stipulated in the PPDS** on the date **stipulated in the PPDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITO Sub-Clause 25.1 (a) above on the date **specified in the PPDS** for the amount payable in the currency of the Employer's country.
- 26. Evaluation of Priced Proposals**
- 26.1 The Employer will evaluate the Priced Proposal only if it is determined to be substantially responsive in accordance with ITO Clause 23.
- 26.2 In evaluating the Priced Proposals, the Employer will determine the evaluated Priced Proposal price by adjusting the Priced Proposal price as follows:
- (a) making any correction for errors pursuant to ITO Clause 24;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITO Clause 16; and
 - (d) making appropriate adjustments to reflect discounts or

other price modifications offered in accordance with ITO Sub-Clause 21.4.

- 26.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Priced Proposal documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Priced Proposal evaluation.
- 26.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Priced Proposal evaluation.

F. Award of Contract

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| 27. Award Criteria | 27.1 Subject to ITO Clause 28, the Employer will award the Contract to the Offeror whose Priced Proposal has been determined to be substantially responsive to the Priced Proposal documents and who has offered an acceptable evaluated Priced Proposal price, provided that such Offeror has been determined to be (a) eligible in accordance with the provisions of ITO Clause 4, and (b) qualified in accordance with the provisions of ITO Clause 5. |
| 28. Employer's Right to Accept or Reject any Priced Proposal | 28.1 Notwithstanding ITO Clause 27, the Employer reserves the right to accept or reject any Priced Proposal, and to cancel the Priced Proposal process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror of the grounds for the Employer's action. |
| 29. Notification of acceptance and Signing of Agreement | <p>29.1 The Offeror whose Priced Proposal has been accepted will be notified of the acceptance by the Employer prior to expiration of the Priced Proposal validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p> <p>29.2 The notification of acceptance will constitute the formation of the Contract.</p> <p>29.3 The Contract, in the form provided in the Priced Proposal</p> |

documents, will incorporate all agreements between the Employer and the accepted Offeror. It will be signed by the Employer and sent to the accepted Offeror along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the accepted Offeror shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 30.

30. Performance Security

30.1 Within 21 days after receipt of the Letter of Acceptance, the accepted Offeror shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the PPDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

30.2 If the Performance Security is provided by the accepted Offeror in the form of a Bank Guarantee, it shall be issued either (a) at the Offeror's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

30.3 If the Performance Security is to be provided by the accepted Offeror in the form of a Bond, it shall be issued by a surety which the Offeror has determined to be acceptable to the Employer.

30.4 Failure of the accepted Offeror to comply with the requirements of ITO Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award.

31. Advance Payment and Security

31.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the PPDS**.

32. Adjudicator

32.1 The Employer proposes the person **named in the PPDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the PPDS**, plus reimbursable expenses. If the Offeror disagrees with this proposal, the Offeror should so state in the Priced Proposal. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II: Priced Proposal Data Sheet

Clauses in brackets are optional. All text in italics should be deleted in final text.

ITO Clause Reference	Amendments of, and Supplements to, Clauses in the Instructions to Offerors
A. General	
1.1	<p>The Employer is the Planning Wing, Ministry of Health and Family Welfare (MOHFW)</p> <p>The name and identification number of the Contract is “Operational & Technical Support to the PMMU, SWPMM/PMMU/SR-01/2013”</p>
1.2	The Intended Completion Date is <i>30 June 2016</i>
2.1	<p>The Borrower is the People’s Republic of Bangladesh.</p> <p>The Project is Health, Population and Nutrition Sector Development Program (HPNSDP).</p> <p>The World Bank Credit number is 4954-BD/TF011556</p>
4.1	<p>a) Experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Service contracts cited should be satisfactorily completed).</p> <p>b) An Administrative Manager with fifteen (15) years' experience in technical and financial backstopping in projects of similar nature.</p> <p>c) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under this Contract, of no less than the amount BDT 70,00,000.00</p>
5.3	<p>The information needed for Priced Proposals submitted by joint ventures is as follows:</p> <p><u>none</u></p>
B. Priced Proposal Data	
8.2 and 17.1	The number of copies of the Priced Proposal to be completed and returned shall be: <u>seven</u>

C. Preparation of Priced Proposals	
11.1	Language of the Priced Proposal : <u>English</u>
12.1	The additional materials required to be completed and submitted are: <u>None</u>
13.4	The Contract is <u>not</u> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
14.1	Local inputs shall be quoted in <u>Bangladesh Taka (BDT)</u>
15.1	The period of Priced Proposal validity shall be <u>60</u> days after the deadline for Priced Proposal submission.
16.1	Alternative Priced Proposals <u>are not</u> permitted.
16.2	Alternative times for completion <u>are not</u> permitted.
16.4	Alternative technical solutions shall be permitted for the following parts of the Services: <u>None</u>

D. Submission of Priced Proposals	
18.2	<p>The Employer's address for the purpose of Priced Proposal submission is <u>The Line Director, Sector Wide Program Management and Monitoring (SWPMM), and Deputy Chief (Health), Planning Wing, Ministry of Health and Family Welfare (MOHFW), Bangladesh Secretariat, Dhaka</u></p> <p>For identification of the Priced Proposal the envelopes should indicate: Contract: <u>Operational and Technical Support to PMMU</u></p> <p>Priced Proposal / Contract Number: <u>SWPMM/PMMU/SR-01/2013</u></p>
19.1	<p>The deadline for submission of Priced Proposals shall be <u>26 December 2013</u></p>
E. Priced Proposal Evaluation	
25.1	<p>Currency chosen for the purpose of converting to a common currency: <u>Not applicable as contract is in local currency</u></p> <p>Source of exchange rate: <u>NA</u></p> <p>Exchange rate date : <u>NA</u></p>

F. Award of Contract	
30.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of <u>Bank Guarantee</u> and for an amount of <u>BDT 35,00,000.00</u>
31.1	The Advance Payment shall be of <u>0%</u> percent of the Contract Price.
32.1	<p>The Adjudicator proposed by the Employer is : <u>Ms. Khaleda Akhter, Ex-Joint Chief in the Planning Commission, with more than 30 years of experience in government service at different planning and management capacities.</u></p> <p>The hourly fee for this proposed Adjudicator shall be: <u>BDT 2,500.00</u></p> <p>The biographical data of the proposed Adjudicator is as follows: <u>CV Attached in Appendix-F.</u></p>

Section III: Priced Proposal Forms

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Service Provider's Priced Proposal

[date]

To: Line Director,
‘Sector-Wide Program Management and Monitoring,
Ministry of Health and Family Welfare (MOHFW),
Bangladesh Secretariat, Dhaka.

Having examined the Priced Proposal documents including addenda No, we offer to execute the SWPMM/PMMU/SR-01/2013 in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Priced Proposal for the Contract Price of [amount in numbers], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a) BDT		
(b)		

We accept the appointment of *Ms. Khaleda Akhter* as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in the Priced Proposal Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Priced Proposal and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the Priced Proposal that you receive.

We hereby confirm that this Priced Proposal complies with the Priced Proposal validity required by the Priced Proposal documents and specified in the Priced Proposal Data Sheet.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Offeror: _____

Address: _____

Qualification Information

1. Individual Offerors or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Offeror: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Priced Proposal: *[attach]*

- 1.2 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITO Sub-Clause 5.2(b) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.3 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.4 Information regarding any litigation, current or within the last five years, in which the Offeror is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.5 Statement of compliance with the requirements of ITO Sub-Clause 4.2.
 - 1.6 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Priced Proposal documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.5 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.6 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Priced Proposal authorizing signature of the Priced Proposal on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Offerors should provide any additional information required in the PPDS and to fulfill the requirements of ITO Sub-Clause 5.1, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Priced Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Offerors is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Offeror has not objected the name proposed for Adjudicator. The second option if the Offeror has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Offeror has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Priced Proposal Data]*,

or

We accept that *[name proposed by Offeror]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Offeror]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Offerors

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer 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 at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a Loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a Credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this Loan *[or Credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the Loan *[or Credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the Loan *[or Credit]* or have any claim to the Loan *[or Credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Priced Proposal

- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

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

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

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

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section IV: Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with paragraphs 1.6 to 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2010, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and Offerors, at the present time firms, goods and services from the following countries are excluded from this Priced Proposal:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:
Israel

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:
None

Part II – Activity Schedule

Section V: Activity Schedule

1. Background:

Bangladesh has been implementing a sector-wide approach (SWAp) in the health sector since 1998 and is currently implementing the Health, Population and Nutrition Sector Development Program (HPNSDP) for 2011-2016. Therefore the Government of Bangladesh has established a Program Management & Monitoring Unit (PMMU) under the Planning Wing of the Ministry of Health and Family Welfare for its monitoring and management. The Client has requested the World Bank to arrange funds in the form of Reimbursable Project Aid (RPA) for the operational cost of the PMMU from pool funds under the current health sector program. As per WB guidelines, competitive bidding is pursued as it promotes transparency, quality and effectiveness.

For this contract, the selected firm will be entrusted with providing operational and technical support to PMMU as outlined in the following.

2. Objectives of the assignment:

In order to make PMMU fully operational for the Health, Population and Nutrition Sector Development Program (HPNSDP) in stipulated time (from 01 January 2014 to 30 June 2016), operational and technical services are required.

3. Scope of assignment:

The selected firm will act as procurement and administrative facilitator for PMMU activities. The Firm will support PMMU with administrative support for monitoring and coordination of the Health, Population and Nutrition Sector Development Program (HPNSDP) through the staff mentioned in Annex G. Furthermore technical and financial backstopping will be provided by the Firm.

Furthermore, the Firm will assist the Planning wing of Ministry of Health and Family Welfare (MOHFW) on administrative matters.

The detailed tasks and responsibilities of the selected Firm, and the detailed TOR of PMMU, are outlined in Appendix A.

4. Reporting responsibilities:

The Firm will submit progress reports to the Planning Wing, MOHFW in specified frequency as outlined in Appendix B.

Part III – Conditions of Contract and Contract Forms

Section VI: General Conditions of Contract

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Section VI: General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Priced Proposal;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;
- (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Priced Proposal to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Priced Proposal” means the completed Priced Proposal document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the Priced Proposal document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Priced Proposal.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered

in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not

complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within

thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to

⁶ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish Priced Proposal prices at artificial, non competitive levels.

⁹ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a),

(b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates not to be Otherwise Interested in Project

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional

activities in the Government's country which would conflict with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all

the Employer such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by

name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the

amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC**.
- (b) The price payable in foreign currency is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment**
- Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments**
- If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$
- Where:
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.
- A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Priced Proposal submission deadline for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Priced Proposal submission deadline for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Priced Proposal shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service

Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the PPDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in

the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII: Special Conditions of Contract

Clauses in brackets are optional. All text in italics should be deleted in final text.

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “of the Employer’s country” are amended to read “ <u>of Bangladesh.</u> ”
1.1(a)	The Adjudicator is <u>Ms. Khaleda Akhter</u>
1.1(e)	The contract name is “ <u>Operational & Technical Support to the PMMU, SWPMM/PMMU/SR-01/2013</u> ”
1.1(h)	The Employer is <u>Planning Wing, Ministry of Health and Family Welfare</u>
1.1(m)	The Member in Charge is <u>Dr. Mohammad Khairul Hasan, Deputy Chief (Health) and Line Director – Sector-wide Program Management and Monitoring (SWPMM), Planning Wing, MOHFW</u>
1.1(p)	The Service Provider is <i>[insert name]</i> _____
1.2	The Applicable Law is: <u>Bangladesh</u>
1.3	The language is : <u>English</u>
1.4	<p>The addresses are:</p> <p>Employer: <u>Planning Wing, Ministry of Health and Family Welfare, Room – 106, Building 9, Bangladesh Secretariat, Dhaka</u></p> <p>Attention: <u>Dr. Mohammad Khairul Hasan</u></p> <p>Telex: <u>+8802-9559108</u></p> <p>Facsimile: +8802-</p> <p>E-mail: <u>dr_md_khairul@yahoo.com</u></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Dr. Mohammad Khairul Hasan</u></p> <p>For the Service Provider: _____</p>

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is: <u>Contract signing</u>
2.2.2	The Starting Date for the commencement of Services is <u>1 January 2014</u>
2.3	The Intended Completion Date is <u>30 June 2016</u>
3.2.3	Activities prohibited after termination of this Contract are: <u>None</u>
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle <u>As per local law</u> (ii) Third Party liability <u>As per local law</u> (iii) Employer's liability and workers' compensation <u>As per local law</u> (iv) Professional liability <u>50% of the contract price</u> (v) Loss or damage to equipment and property <u>As per local law</u>
3.5(d)	The other actions are: <u>N/A</u>
3.7	Restrictions on the use of documents prepared by the Service Provider are: <u>Prior approval of the Employer.</u>
3.8.1	The liquidated damages rate is <u>0.05% per day of unperformed contract value</u> The maximum amount of liquidated damages for the whole contract is <u>10%</u> of the final Contract Price.
3.8.3	The Defects Liability Period is: <u>N/A</u>
5.1	The assistance and exemptions provided to the Service Provider are: <u>N/A</u>
6.2(a)	The amount in local currency is <u>N/A</u>
6.2(b)	The amount in foreign currency or currencies is: <u>N/A</u>
6.3.2	The performance incentive paid to the Service Provider shall be: <u>N/A</u>

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: <u>0%</u> of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ <u>Initially 10% of the contract price within four weeks at the submission of Inception Report and work plan</u> ➤ <u>Thereafter lump-sum amount biannually based on the six-monthly progress report and statement of expenditure within four weeks of the submission of invoice and</u> • <u>Final lump-sum amount within two month after the submission of Final progress report and Financial Report along-with invoice.</u> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p>
6.5	<p>Payment shall be made within <u>28</u> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <u>60</u> days in the case of the final payment.</p> <p>The interest rate is: <u>12%</u> per <u>annum</u></p>
6.6.1	<p>Price adjustment is <u>not to be applied</u></p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <u>MOHFW or the World Bank and/or persons appointed by MOHFW/the World Bank may inspect the service provider's accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by MOHFW/the World Bank providing reasonable time to conduct the audit.</u></p>

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.3	The Adjudicator is <u>Ms. Khaleda Akhter</u> . Who will be paid a rate of <u>BDT 2,500</u> per hour of work. The following reimbursable expenses are recognized: <u>Travel expenses</u>
8.2.4	The arbitration procedures of Arbitration Act of <u>Bangladesh</u> will be used
8.2.5	The designated Appointing Authority for a new Adjudicator is <u>President, Bangladesh Public Health Association</u>

Section VIII: Performance Specifications and Drawings

N/A

Section IX: Contract Forms

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider 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 shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, 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 shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Appendices

Appendix A: Description of the Services

1. Background:

Ministry of Health and Family Welfare (MOHFW) Government of Bangladesh (GOB) has been implementing a sector-wide approach (SWAp) in the health sector since 1998 and is currently implementing the third Health, Population and Nutrition Sector Development Program (HPNSDP) for 2011-2016. The goal of HPNSDP is to ensure quality and equitable health care for all citizens by improving access to and utilization of health, population and nutrition services and the development objective is to improve both access and utilization of such services, particularly for the poor.

HPNSDP activities are implemented through 32 Operational Plans (OPs), and amongst these, Sector Wide Program Management and Monitoring (SWPMM) is implemented by the Planning Wing (PW) of MOHFW. The main purpose of Sector wide management is – coordinating and preparing the workplans of OPs, financing and budgeting, managing, reviewing, monitoring and evaluating the third SWAp, i.e. HPNSDP. In order to manage and monitor the implementation progress of HPNSDP and promote evidence-based decision making, the GOB has established a Program Management & Monitoring Unit (PMMU) under the Planning Wing of MOHFW with financial and technical support from SWPMM OP.

PMMU is a technical unit of MOHFW under the SWPMM OP to provide technical support to the Planning Wing in the areas such as (a) Performance monitoring and review of HPNSDP, (b) Policy advisory services, operations research, analysis and (c) Management and coordination. The operational structure of the PMMU is a combination of GOB officials and a Technical Assistance Support Team (TAST) comprising of experts and supporting staff. PMMU TOR is as follows:

Terms of Reference (ToR) of PMMU

- A. Assist Planning Wing, MOHFW for regular monitoring and assessment of implementation progress of Operational Plan (OP) of HPNSDP through review of Annual Work Plan of Ops;
- B. Assist Planning Wing, MOHFW for preparation of Annual Work Plan and formulation of Monitoring and Evaluation Strategy;
- C. Development of routine data/information management system through coordination with MISs of DGHS, DGFP and other agencies and skill development of relevant manpower;
- D. Provide Technical support for conducting Annual Program Review (APR) and Mid-Term Review (MTR) jointly undertaken by Government of Bangladesh and Development Partners (DPs);
- E. Establish effective communication and better information/data sharing mechanisms among MOHFW and agencies for proper monitoring and implementation of HPNSDP;

- F. Monitoring and Evaluation (M&E) of the progress of HPNSDP Result Framework (RFW), key indicators of 32 Ops and provide recommendations in light with M&E;
- G. Collection of data and establish Data Management and Information System (DMIS) as information warehouse and publish a six-monthly performance progress report;
- H. Establish coordination with relevant ministries, departments, agencies, Line Directors (LDs) and Development Partners (DPs) for proper implementation of HPNSDP;
- I. Identify need for periodic survey and coordination of activities to facilitate and conduct surveys;
- J. Assist in capacity building of officials of MOHFW and agencies, regarding Monitoring and Evaluation, MIS and Research activities of HPNSDP;
- K. Identify need for research related to implementation and improvement of HPNSDP, and archiving, disseminating and recommending useful utilization of data/findings derived from research conducted by different national and international organizations;
- L. Assist different wings of MOHFW in formulation of policy and strategy and strategy related to Governance and Stewardship;
- M. Maintain coordination with MOHFW and DPs to avoid duplication of HPNSDP activities with respect to other Parallel projects implemented by Development Partners (DPs);
- N. Carry-out other tasks related to HPNSDP management, implementation and monitoring, as and when required.

2. Objectives of the assignment:

In order to make PMMU fully operational to discharge its responsibility for continuous monitoring, evaluation and coordination of HPNSDP for the period of 30 months (from January 2014 to June 2016), a firm/organization will be contracted by the Line Director of SWPMM Operational Plan for providing operational and technical support including human resources, logistics, capacity development and administrative services for day-to-day operations of the PMMU.

3. Scope of assignment:

The firm will act as procurement and administrative facilitator. The selected firm will provide Human Resources, logistics (including transports), technical and administrative services to PMMU and Planning Wing of MOHFW. The selected firm will provide personnel and services as well as manage events to facilitate PMMU's daily operations. The detailed tasks and responsibilities as required by PMMU are as follows:

1. Provide administrative, personnel and technical support to PMMU, with supply of stationeries, equipment and logistics;
2. Assist in organizing meetings, workshops and seminars;
3. Assist in arranging learning events, training, research/study, study tours and travels in and outside the country;

In addition to this, the firm will also support PMMU through engaging the following staff:

- 1 Senior Administrative Officer.
- 2 Administrative Assistant.
- 2 Senior Data Management Assistants.
- 2 Data Management Assistants.
- 2 Senior Attendant/MLSS/Office or Logistic Assistants .

- 3 Messengers/Attendant/MLSS.
- 1 Security Guard.
- 5 Drivers.
- 2 Cleaner
- 1 Photocopy Operator.
- Consultants (as required).

The detailed job profiles and ToRs of these staff can be found in Appendix-C. Furthermore, technical and financial backstopping will be provided by the selected firm as and when required.

4. Qualifications and experience:

The selected firm will have extensive working experience in research and training and have sound working relationships with different ministries, organizations and civil society, particularly working in the Health, Population and Nutrition (HPN) sector in Bangladesh. Collaboration with foreign academic, research and training institutions and undertake program based activities are strongly encouraged. Firms with similar experience of providing operational and technical support services to planning and/ or monitoring wing of any ministry of GOB will be given preference.

5. Reporting responsibilities:

The contracted firm will submit progress reports, along with quarterly expenditure statement, to Line Director, Sector-wide Program Management and Monitoring (SWPMM), Ministry of Health and Family Welfare, GOB in specified frequency.

Appendix B: Schedule of Payments and Reporting Requirements

The selected firm will provide the following reports:

Milestones for payments	Frequency	Payment plan
Inception report and work plan	Initially within 4 weeks after the effective date	Ten (10) percent of the contract price
Six-monthly progress reports (4)	Bi-annual within 4 weeks of receiving invoice	Lump-sum based on actual statement of expenditure
Final Progress Report and Financial Report	Within 2 month after completion of the contract.	Lump-sum based on final actual statement of expenditure

Appendix C: Key Personnel and Subcontractors

As part of the project the following personnel positions are foreseen:

Project Support Staff:

- One Senior Administrative Officer for a total duration of 30 months.
- Two Administrative Assistant for a total duration of 30 months.
- Two Senior Data Management Assistants each for a total duration of 30 months.
- Two Data Management Assistants each for a total duration of 30 months.
- Two Senior Attendant/MLSS/Office or Logistic Assistants each for a total duration of 30 months.
- Three Messengers/Attendant/MLSS each for a total duration of 30 months.
- One Security Guard for a total duration of 30 months.
- Five Drivers each for a total duration of 30 months.
- Two Cleaner for a total duration of 30 months.
- One Photocopy Operator for a total duration of 30 months.
- Consultants (as required).

The ToRs for the Support Staff are as follows:

Terms of Reference	<i>Senior Administrative Officer</i>
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A. Responsibilities

The incumbent is responsible for

- Planning and organizing of Workshops
- Acting as communication point within the Ministry for all persons involved in this project
- General secretarial services
- Support concerning the filing of documents and brochures according to GOB rules and procedures
- Proper telephone services
- Courtesy and assistance to visitors
- Maintenance of a good flow of incoming and outgoing communication
- The daily execution of reception and secretarial services
- Supervision of tasks of Messenger/MLSS/Office or Logistics Assistant

Within this context, s/he fulfils the following tasks:

B. Tasks

Clerical Services

- Ensures the availability of necessary office supplies
- Reports damages to administration, organises and follows-up the proper maintenance and repair of office equipment

Support to PMMU Officials

- Makes photocopies and scans documents if and when required
- Compiles and organises information materials
- Labels files according to GOB filing system
- Fills lists and tables according to the specific instructions from PMMU
- Maintains record of service requests
- Assign duties to Messenger/MLSS/Office or Logistics Assistant as and when required

Telephone/Reception Services

- Answers, screens, forwards and/or returns phone calls and messages
- Takes note of calls that could not be immediately taken by staff members and inform them of caller identity, time, and subject of call
- Manages incoming and outgoing correspondence, including faxes, e-mails, parcels and hand delivered messages on a routine basis
- Assigns a deputy whenever s/he leaves the desk

Secretarial Work and Services

- Establishes and/or updates the index of, and data on, contact addresses, phone/fax numbers, and e-mail-addresses regularly
- Logs in/records incoming and outgoing letters, faxes, e-mails on a daily basis
- Sorts and distributes incoming mail, faxes and other official documents for mailing and collecting

- Organises and takes responsibility for the delivery and collection of documents/parcels from and to post office, government bodies, embassies, etc.
- Organises magazine display

Organisation and processing of library and documentation

- Receives all incoming books, reports, documents, studies, project documents, and other related documents (brochures, magazines, newsletters, promotion material, etc.) and be responsible for the processing of new books, reports

Assign the following duties to Computer Operator

- Register all incoming books, reports, documents, studies, project documents, and other related documents (brochures, magazines, newsletters, promotion material, etc.)
- Fill in the Bibliographic description on the worksheet of all of them, if requested by PMMU Officials
- Selects systematically the classification and adequate keywords , if requested by PMMU Officials
- Enter the data of worksheet into the database
- Produce and manage classification list, a catalogue and a keyword list for literature, project documents and media other than books collection (Videocassette, CD, etc.) etc. and update them regularly

Assign the following duties to Messenger/MLSS/Office or Logistics Assistant

- Stamp every new book, report, document, etc. with the project stamp
- Label the books

C. Other Duties/Additional Tasks

- Assists in and/or carries out other office activities and other tasks, as assigned (e..g tasks related to organising workshops, meeting, seminar, etc; travelling arrangements; etc.)
- Keeps record of inventory and regularly update (the list, and condition)
- Undertakes orientation to GOB rules, policies and standards (with relevance to the job responsibility), if required.

D. Required Entry Qualifications and Competencies

Formal Education

- Master Degree in any Discipline
- Diploma in accounting from secretarial school/institution

Professional Experience

- At least 5 years of work experience in a similar position

Other Qualifications

- Good working knowledge of modern telecommunication systems (telephone, fax, e-mail, internet and its software)
- Good working knowledge of computer programs (e.g. MSOffice, MS Excel)
- Language skills

E. Reports to: **Line Director, SWPMM and Deputy Chief,
PMMU, MOHFW
, Azimpur, Dhaka**

F. Duty Station: **PMMU, Azimpur, Dhaka**

Terms of Reference	<i>Administrative Assistant</i>
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A. Tasks

Cash Handling

- Arranges and executes monthly payments such as telephones, mobile phones, e-mail, internet and other fees and its administration

Financial Administration

- Collects and prepares proper receipts
- Enters receipts daily in accordance to the investment number and added up in the cash book
- Maintains the filing for Financial Section confidentially
- Maintains the inventory record of the office/project
- Prepares Service Request
- Calculates travel expenses on official journeys for project staff (international, national and counterpart) in consultation with PMMU Officials, if required

B. General Duties

- Maintains liaison with the responsible person at the PMMU Office
- Reports immediately all problems involving finance and regulations
- Prepares Service Request.
- Assists in and/or carry out other project activities and any other tasks as assigned
- Undertakes orientation to GOB rules, policies and standards (with relevance to the job responsibility), if required.

C. Other Duties/Additional Tasks

- Assists in and/or carries out other office activities and other tasks, as assigned (e.g tasks related to organising workshops, meeting, seminar, etc; travelling arrangements; etc.)
- Keeps record of inventory and regularly update (the list, and condition)
- Undertakes orientation to GOB rules, policies and standards (with relevance to the job responsibility), if required.

D. Required Entry Qualifications and Competencies**Formal Education**

- Bachelor Degree in any discipline

Professional Experience

- At least 5 years of work experience in a similar position

Other Qualifications

- Good working knowledge of computer programs (e.g. MS Office, MS Excel, and Internet etc.)
- Language skills

E. Reports to: **Senior Assistant/Assistant Chief ,
PMMU, Azimpur, Dhaka**

E. Duty Station: **PMMU, Azimpur, Dhaka**

Terms of Reference	<i>Senior Data Management Assistant</i>
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A. Responsibilities

The incumbent is responsible for

- Data entry, coding, data editing and error correction of survey and surveillance activities.
- Preparing graphs, charts and tabulations.
- Preparing notes and error reports

Within this context, s/he fulfils the following tasks:

B. Tasks

Support to PMMU Officials

- Conducts calculations as and when required and as guided by the PMMU Officials

General Duties

- Support to Administrative Assistant and PMMU Officials in tasks involving computer entry, data compilation, etc.

C. Other Duties/Additional Tasks

- Familiar with personal computer operating system.
- Computer skills in database system operations.
- Skills in coding, editing and data entry in different database platform. Error correction and data backup.

D. Required Entry Qualifications and Competencies

Formal Education

- Bachelors degree preferably in CS/CSE /Master degree in any other discipline with computer skill
- At least 2 years of work experience in a similar position

Other Qualifications

- Data entry, coding, data editing and error correction, Preparing notes and error reports
- Preparing graphs, charts and tabulations.
- Enter the data of worksheet into the database
- English language skills

E. Reports to:

**Senior Assistant/Assistant Chief ,
PMMU, Azimpur, Dhaka**

E. Duty Station:

PMMU, Azimpur, Dhaka

Terms of Reference	<i>Data Management Assistant</i>
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A. Responsibilities

The incumbent is responsible for

- Data entry, coding, data editing and error correction of survey and surveillance activities.
- Preparing graphs, charts and tabulations.
- Preparing notes and error reports

Within this context, s/he fulfils the following tasks:

B. Tasks

Support to PMMU (Programme Preparation Cell) Officials

- Conducts calculations as and when required and as guided by the PMMU Officials

General Duties

- Support to Administrative Assistant and PMMU Officials in tasks involving computer entry, data compilation, etc.

C. Other Duties/Additional Tasks

- Familiar with personal computer operating system.
- Computer skills in database system operations.
- Skills in coding, editing and data entry in different database platform. Error correction and data backup.

D. Required Entry Qualifications and Competencies

Formal Education

- Bachelors degree/Diploma in Computer

Professional Experience

- At least 2 years of work experience in a similar position

Other Qualifications

- Data entry, coding, data editing and error correction, Preparing notes and error reports
- Preparing graphs, charts and tabulations.
- Enter the data of worksheet into the database
- English language skills

E. Reports to:

**Senior Administrative Officer for PMMU
PMMU, Azimpur, Dhaka**

F. Duty Station:

PMMU, Azimpur, Dhaka

Terms of Reference	<i>Messenger/Senior Attendant/MLSS/ Office or Logistic Assistant</i>
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A. Responsibilities

The incumbent is responsible for the

- Cleanliness and orderliness of the office and its respective premises
- Running of official errands and assisting with other office services

Within this context, s/he fulfils the following tasks:

B. Detail of Tasks

Office Services

- Cleans the office premises, rooms, furniture, carpet and windows
- Ensures the availability of supplies in all lavatories
- Assists in the logistical management of the meeting room(s)
- Ensures the availability of hot coffee and tea
- Meets guests and visitors with a friendly demeanour
- Serves coffee and tea to guests and visitors, during meetings, etc., as per request
- Reports if stationary, drink stocks, etc. are almost finished

Support in Office Communication and Administration

- Supports office/project logistics, e.g. takes letters to the post office or to the courier
- Makes photocopies and scans documents if and when required
- Maintains office equipment and ensures that the fax and photocopy machines are always filled with toner
- Assist Administrative Assistant in the PMMU's telephone-related services (taking calls, etc.)
- Courtesy and assistance to visitors
- Assist Administrative Assistant in the daily execution of reception and secretarial services
- Assist Administrative Assistant in her/his telephone/reception related services, as and when required
- Co-manages with the Administrative Assistant in incoming and outgoing correspondence, including faxes, e-mails, parcels and hand delivered messages on a routine basis
- Assist Administrative Assistant in her/his secretarial work and services, as and when required
- Co-manages with the Administrative Assistant in sorting and distribution of incoming mail, faxes and other official documents for mailing and collecting
- Assist Administrative Assistant in her/his tasks related to organisation and processing of library and documentation

General Services

- Runs errands, e.g. buys lunch for office staff if and as required
- Ensures the availability and proper functioning of necessary office supplies and office

- equipment, including minor repairs of equipment and furniture
- Reports major damages of office premises and equipment
- Organises and follows-up proper maintenance and repair of office premises and equipment
- Assists in and/or carries out other activities and tasks, as assigned
- Undertakes orientation to GOB rules, policies and standards (with relevance to the job responsibility), if required.

C. Required Entry Qualifications and Competencies

Formal Education

- SSC

Professional Experience

- Minimum of 3 years working experience in a similar position with references

Other Qualifications

- Language skills

D. Reports to: **Senior Administrative Officer for PMMU
PMMU, Azimpur, Dhaka**

E. Duty Station: **PMMU, Azimpur, Dhaka**

Terms of Reference	<i>Cleaner</i>
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A. Responsibilities

The incumbent is responsible to assist in

- Cleanliness and orderliness of the office and its respective premises
- Running of official errands and assisting with other office services

Running of official errands and assisting with other office services, when required.

Within this context, s/he fulfils the following tasks:

B. Detail of Tasks

Office Services

- Cleans the office premises, rooms, furniture, carpet and windows
- Ensures the availability of supplies in all lavatories

General Services

- Runs errands, e.g. buys lunch for office staff if and as required
- Assists in and/or carries out other activities and tasks, as assigned
- Undertakes orientation to GOB rules, policies and standards (with relevance to the job responsibility), if required.

C. Required Entry Qualifications and Competencies

Formal Education

- Class V pass

Professional Experience

- Minimum of 3 years working experience in a similar position with references

Other Qualifications

- Language skills

D. Reports to: Senior Administrative Officer for PMMU
PMMU, Azimpur, Dhaka

E. Duty Station: PMMU, Azimpur, Dhaka

Terms of Reference	<i>Driver</i>
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A. Responsibilities

The incumbent is responsible for the

- Safe and responsible driving of office vehicles
- Routine maintenance and care of office vehicles
- Takes careful note of all available information concerning street conditions, effective routes and locations
- Running of official errands and assisting with other office services

Within this context, s/he fulfils the following tasks:

B. Detail of Tasks

Driving and Chauffeuring

- Drive office vehicles safely and chauffeur office staff, official visitors and guests to official destinations
- Assists in the transport of goods

Maintenance of Cars

- Regularly cleans the inside and outside of the office vehicle
- Checks oil, water, brake and clutch fluids on a daily basis; tyre pressures, battery water, and overall vehicle condition on a monthly basis or after 5000 km whichever comes earlier; tests lights, brakes, bodywork for dents, etc.
- Is responsible for project vehicle documents and its care, keeps vehicle logbook on a daily basis and registers each monthly check
- Calculates the petrol, oil, and lubricant (POL) use on a monthly basis, is responsible for a special petty cash for POL and submits vouchers to accounting on a monthly basis
- Reports the need for maintenance and undertakes minor repairs
- Immediately reports any involvement of the project/office vehicle in any, even minor accidents, or any damage or theft of equipment from the vehicle

Road Information

- Uses all available information (incl. actual radio news on traffic situations) to update knowledge of street conditions, effective routes and locations daily
- Exchanges this information with other office drivers

General Services

- Serves all passengers in a friendly manner
- Runs errands for the project/office, e.g. delivery of letters/messages, payment of bills, and makes minor purchases of office supplies
- Accomplishes the "Trip Record Book" correctly and accurately
- Does not use the car for his/her own private purposes at any time without prior permission from the Head of Administration or his/her assigned deputy. Such misuse of the vehicle is considered a serious misconduct, and will immediately lead to a warning and may result in dismissal

Other Duties/Additional Tasks

- If there is no outside driving activity, s/he stands by in the office, supports other colleagues in case of need, and does other office work as assigned
- Reports any incident whilst off duty that may affect his/her driving licence entitlement, as well as any newly known health problems that may affect his/her ability to drive
- Takes care of matters in relation with electricity, e.g. cable, etc.
- Assists in and/or carries out other activities and any tasks as assigned
- Undertakes orientation to rules, policies and standards (with relevance to the job responsibility), if required.

C. Required Entry Qualifications and Competencies**Formal Education**

- Secondary school

Other Qualifications

- Possession of a valid driver's license
- Language skills
- Discipline and punctuality
- Stress tolerance and patience
- Familiarity with XY-TOWN

Professional Experience

- At least 3 years of working experience as a driver, with references
- No history of major accidents within the past 3 years

D. Reports to: Senior Administrative Officer for PMMU
PMMU, Azimpur, Dhaka

E. Duty Station: PMMU, Azimpur, Dhaka

Terms of Reference	<i>Consultant(s)</i>
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A. Technical Assistance to PMMU: Task-based consultant positions

B. Background

Ministry of Health and Family Welfare (MOHFW) Government of Bangladesh (GOB) has been implementing a sector-wide approach (SWAp) in the health sector since 1998 and is currently implementing the third Health, Population and Nutrition Sector Development Programme (HPNSDP) for 2011-2016. The goal of HPNSDP is to ensure quality and equitable health care for all citizens by improving access to and utilization of health, population and nutrition services and the development objective is to improve both access and utilization of such services, particularly for the poor.

This new SWAp identifies 32 Operational plans (OP), and amongst these Sector Wide Program Management and Monitoring (SWPMM) is one of them and implemented by the Planning Wing (PW) of MOHFW. The main purpose of Sector wide management is – coordinating and preparing the plan, financing and budgeting, managing, reviewing, monitoring and evaluating the SWAp. Due to the bifurcated structure in the MOHFW, adequate and timely monitoring of sector performance is yet to take a sustainable shape for using routine information for decision-making.

To track the progress and monitor overall performance of HPNSDP and its Operational Plans a Program Management and Monitoring Unit (PMMU) has been established under Planning Wing, MOHFW with financial and technical assistance from SWPMM-OP of HPNSDP. The PMMU will provide technical support to the Planning Wing in the areas such as (I) Performance monitoring and evaluation, (II) Policy advisory services, operations research, analysis and (III) Management and coordination. The operational structure of the PMMU is a combination of GOB officials and a Technical Team comprising of experts and supporting staffs. Under this backdrop, need based consultancy services are required to assist Planning Wing and LDs in discharging their duties in the above areas

C. The Recipient

The recipient and central client will be the Government of Bangladesh and in particular, the Planning Wing of the Ministry of Health and Family Welfare (MoHFW).

Scope of work:

- In broad terms the work will involve:
1. Supporting Planning Wing in performing Governance and Stewardship related policy advisory services.
 2. Support for annual program review (APR) / mid-term-review (MTR) and continuous monitoring of result framework indicators and Operational Plan level indicators of HPNSDP.
 3. Support PMMU on issues of specific interest from MOHFW.

D. Activities

More specifically, the consultant will:

1. Submit a work plan within three (3) days of inception of the consultancy.
2. Support to and Coordinate among Line Directors of HPNSDP in developing monitoring tools for result framework and obtaining information for those from regular sources..
3. Discuss with relevant stakeholders including Policy makers, DGs, Line Directors and program managers, DPs etc for finalization of monitoring and evaluation strategy/framework and work plan;
4. Promote implementation of activities related to governance and stewardship of MOHFW;
5. Support to APR/MTR and other evaluation process as and when needed by the MOHFW;
6. Any other relevant works

E. Outputs

1. Inception report (explaining the plan to undertake the consultancy) within 3 days.
2. Guideline, action plan, policy paper, briefing, concept paper etc. under HPNSDP as needed by MOHFW.

F. Conduct of consultancy

The consultant will report directly to Joint Chief, Planning Wing, MoHFW and he will be supervised by the PW officials. S/he will inform his day to day activities to the Joint Chief or Deputy Chief (Planning), MOHFW. The consultant will work in a team spirit with PMMU members, other international and national consultants. The consultant will maintain highest degree of professional ethics during conducting of consultancy.

G. Competencies and skills required

The consultant must have good knowledge of and previous experience in:

1. Clear understanding of international and national health policy, Sector Wide Approaches (SWAps) in health.
2. Good knowledge of Bangladesh Govt., Public Health and institutional issues.
3. Substantial knowledge and experience in health, family planning and nutrition services preferably in Bangladesh Government
4. Vast experience in planning and monitoring processes of GOB and working with development partners.
5. Proven track record of producing excellent report in English and having good knowledge in computer.

H. Timing

The proposed TA will be for a short period and need based

I. Reports to: Joint Chief (Planning)/Deputy Chief (FW/H), MOHFW

J. Duty Station: Programme Management and Monitoring Unit, Azimpur, Dhaka

**Appendix D: Breakdown of Contract Price in Foreign Currency(ies)
– Not Applicable**

Appendix E: Breakdown of Contract Price in Local Currency

Estimated Price Breakdown

Sl. #	Item Name	Unit/ Manmonth (mm)	Unit Price / Minimum rate/mm (Tk.)	Total quantity for entire period	Proposed Total Est. Price (Tk.)
1	2	3	4	5	6
A	Staff Cost				
1	Sr. Administrative Officer	30 mm	48,577	1×30 mm	
2	Admin. Assistant	30 mm	28,657	2×30 mm	
3	Sr. Data Management Assistant	30 mm	28,657	2×30 mm	
4	Data Management Assistant	30 mm	23,671	2×30 mm	
5	Driver	30 mm	20,770	5×30 mm	
6	Senior Attendant/MLSS	30 mm	19038	2×30 mm	
7	Photocopy Operator	30 mm	19,038	1×30 mm	
8	Attendant/MLSS	30 mm	18,081	3×30 mm	
9	Security Guard	30 mm	18,081	1×30 mm	
10	Cleaner	30 mm	16,708	2×30 mm	
11	TA Support/Consultants	(L/S)			
12	Festival Allowance (L/S)		60% of above rate	4 for each staff	
	Sub-Total				
B	Logistic support	No.			
C	Other Services				
1	Workshop/meeting/seminar	No.	20,000	60	
2	Launching/Dissemination/Seminar/ Workshop	No.	2,50,000	8	
	Sub-Total				
D	Vehicle Cost				
1	Rental Microbus-1	month		30	
2	Fuel -1 vehicles (Rental)	month		30	
3	Vehicles Maintenance (Existing)	L/S			
	Sub-Total				
E	Travel Costs				
4	Learning events/study tour (International)	Batch (5-6 persons per batch)		2	
5	Travelling allowance for field visit (in country)	L/S			
	Sub-Total				

F	Other cost				
1	Internet bill	month		30	
2	Utility services	month		30	
3	Stationeries	month		30	
4	Printing & publication	L/S			
5	Renovation and furniture	L/S			
6	Repair & maintenance	L/S			
	Sub-Total				
H	Total Budget				
I	Contingencies/ Service charge				
J	Grand Total Budget:				

Appendix F: CV of Adjudicator

Khaleda Akther

Permanent & Present Address APT-101, House No-63, Road No- 12A, Dhanmondi R/A, Dhaka-1209, Bangladesh.
Tel- 9115100, 9138822.
Mobile—01711525292
email: khaledaakhter@gmail.com

Nationality: Bangladeshi

Date of Birth: 1st August,1950

Education/Qualifications:

1991-1992	Master of Public Administration (MPA), Harvard University, Massachusetts, USA
1984	Certificate Course on Regional Project Planning, University of Bradford, UK
1976	Bachelor of Education (B.Ed), Dhaka University
1975	Master of Science (M.Sc), Applied Mathematics Dhaka University
1973	B. Sc. (Hons) in Applied Mathematics Physics and Statistics as subsidiary, Dhaka University

Work History/Experience:

Employment Record: Total 35 years, Mostly in Government Service, being employed at Different level and position.

From September/2013 National Consultant , Annual Program Review (APR) 2013 of Health
October/2013 Sector Program (HPNSDP) of Ministry Of Health & Family Welfare.

Responsibilities ----

- Review implementation of HPNSDP in the light of an up-to-date results framework using the latest data, indicators and targets as provided in the Annual Program Implementation Report.
- Assess progress of the program during the second financial year (including the Priority Action Plan of APR 2012 and GAAP.
- Review the financing arrangements and assess how well GOB and Development Partners (DP) support meets the priorities and requirements of the Health, Population and Nutrition sector in equitable way and
- Undertake analysis in areas related to the key health systems; identify issues/challenges concerning effective delivery of services and recommend ways to improve progress.

**From July/ 2011
September/ 2011** **Freelance Consultant, Evaluation wing, IMED Ministry**
End line Evaluation Of HNPSP Ministry of Health & Family Welfare
Responsibilities----

- Reviewed the Financial Management, disbursement, procurement and contract management arrangement of Health, Nutrition & Population Sector Program (HNPSP) .
- Reviewed the management and implementation of Operational Plans of Improved Financial Management of Ministry of Health and Family Welfare & Directorate General of Health Services (DGHS) and Directorate General of Family Planning (DGFP).
- Identified the Strength and weakness of these Operational Plans.
- Made Recommendations for future Sector Programs.

April 2010 to **Consultant, M/O Health & Family Welfare, GTZ**

- July 2010**
- Determined the structure of the single ministry wide plan
 - Reviewed the Financial rules & regulations and delegation of financial authority necessary to have a single ministry wide planning & budgeting,
 - Reviewed the Medium Term Budget Framework of MOHFW,
 - Identified the goals, objectives & targets of activities financed through development & non-development budget by cost centres,
 - Prepared the proposed work plan within the resource envelope of the ministry.

**January 2009 to
May 2009** **Planning and Budget Consultant,**
M/O Health & Family Welfare, DFID

- Reviewed the current process followed by M/O Health & Family Welfare and its Directorates during MTBF budget preparation.
- Reviewed the existing Planning & Budget documents for consistency.
- Analyzed the current capacity of budget related personnel & current training available.
- Prepared the training material & schedule for Planning & budget related personnel of the Ministry.

**December 2006 to
August 2007** **Joint Chief, Transport Sector Coordination Wing,**
Physical Infrastructure Division, Planning Commission

- Worked as a Co-ordinator among Roads & Highways Department (RHD), Railway Water Transport sector.
- Involved in the preparation of Master Plan on Roads and Railway Sector.
- As Project Director of TA for the Development of Transport Corridor

Project funded by ADB, was responsible for the overall supervision and liaison related to the project.

- As coordinator of Transport Sector Management Reform (TSMR) project funded by DFID, was responsible for liaison and coordination of the project.

**July 2004 to
December 2006**

Joint Chief, Socio-Economic Infrastructure Division, Planning Commission

As Wing Chief, was responsible for all projects and TAPP of Public Administration, Ministries of Science & Technology and Labour & Manpower. In-charge of the sub-sectoral work of the economy entrusted to the wing.

- Identification of the needs and priorities of the sub-sector.
- Setting up of the objectives and targets for sub-sectoral development.
- Concretization of ideas on projects and programmes in consultation with the concerned agencies and Ministries.
- Formulation of drafts policies and strategies for achieving the developmental objectives and targets.
- Finalization of write-ups for perspective, PRSP.
- Establishment of inter-project priorities and involved in the preparation of draft ADP and revised ADP Programmes.
- Final scrutiny and recommendation of projects/ programmes for consideration of the PEC
- Finalization of summaries on projects/ programmes for approval by the competent authority.
- Identification of operational, managerial and financial problems encountered by the agencies/ departments and recommending appropriate policy measures for resolving such problems.

**June 2003 to June
2004**

Deputy Chief, Ministry of Health & Family Welfare

- Participated as team member with Joint Chief and Secretary for management of Health, Nutrition & Population Sector Programmes (HNPSP) and health related development projects.

**July-2001 to June
2003**

Deputy Chief, Fisheries & Livestock wing, Agriculture Division, Planning Commission

- Worked as an assistant to Member & Joint Chief in Processing, Financing and Monitoring of Development Projects of Fisheries & Livestock Sector.

**April 1997 to June
2001**

Deputy Chief, Road Transport Wing, Planning Commission

- Assisting the Division Chief and/or Joint Chief.
- Preparation of all basic papers on the formulation of sub-sectoral plans, and perspectives, both medium and short term plans.

- Preparation of draft write-up on sub-sectoral performance. Preparation of draft policy papers and summaries on issues relating to sub sector.
- Participation in studies and surveys to identify investment opportunities and promote projects for financing.
- Attend PEC and other inter-ministerial meetings and record the proceeding of such meeting as and when required.
- Examination and evaluation of various contracts relating to technical collaboration, financing and management contracts etc. Making necessary correspondence with the concerned ministries, agencies, and companies etc.
- Worked in processing, financing and monitoring development projects of Roads & Highways Department, BRTC & BRT A.
- Participated in negotiations of foreign funded projects.

July 1992 to April 1997

Assistant Chief, ECNEC/NEC Wing, Planning Commission

- Worked for organizing NEC meeting and writing reports and minutes. As a counsel officer of the Ministry of Planning worked for preparation of minutes of Parliamentary Standing Committee meetings and Planning Commission related questions and answers of Jatiyo Sangsad.

May 1989 to June 1992

Director (Administration & Accounts), President's Secretariat

- Worked as an Assistant to the Principal Secretary to the government and Director General in discharging, their functions; scrutinizing and examining cases for presidential decisions in respect of proposals received from ministries / divisions and Ministry of Establishment, Cabinet Division etc. Monitoring the implementation of Presidential Directives and of Cabinet Decisions. Worked as member of various committees and translated Cabinet decisions in English for computerization.

May 1985 to May 1989

Assistant Chief, Industry & Energy Division, Planning Commission

- Worked in the Jute & Textile Wing of planning commission. The responsibilities include matters related to planning, financing & development of Jute & Textile industries of the country and its policy formulation and monitoring the development & evaluated development projects and worked out their BC Ratio & IRR of the projects. Was involved in preparation of 3rd Five Year Plan of Bangladesh related to the industry sector. Preparation of Draft Working Paper for PEC, writing minutes of discussion. Follow up with the concerned ministries and agencies for finalization of PPs in the light of PEC, Preparation of draft summaries on Project Proformas for approval.

- 1986- 1989** **Assistance Chief/Research Officer, Communication & Transport Wing, Physical Infrastructure Division, Planning Commission.**
- Actively involved in the negotiation with development partners relate to Foreign Aided Projects.
- December 1977 to May 1985** **Research Officer, Communication Wing, Planning Commission**
- Scrutinized the development projects of Post, Tele & Mass Communication
 - Involved in Preparation of 2nd Five Year Plan (1980-1985) of Bangladesh concerning Communication sector. Appraisal and processing of PPs and PC-2s and preparation of draft working papers for PEC meeting. Processing the case of fund release,
 - Scrutinized physical financial progress report,
 - Prepared draft briefs, proposal and profiles on projects/ programs for external financing.
- 1976 to 1977** **Probationary Officer, Bangladesh Civil Service (Economic)**
- Underwent probationary training.
- Training/Seminar/Workshop:**
- Study Tour on Public Policy and Management, New York, Washington DC, Boston, WB, 2006
 - International Seminar on Atomic Energy, JAERI, Japan, 2005
 - Population Planning Development Programme, UNFPA, China July 2005
 - Cost, Bridge, Financing Management, New Zealand & Australia, World Bank, 2005
 - Health Management Course, World Bank, Boston, USA, 2003
 - Executive Management Course, DFID, Brighton, UK, 2001
 - Procurement & Tender Procedure, Indonesia Bangkok & Singapore, DFID, 2000
 - Managing Change for Development, Bhutan, 1997
 - Frame work for Economic Transformation, Singapore, 1996
 - Training under Reforms in Budget and Expenditure Control, 1994
 - Regional Seminar on FDI, ESCAP
 - Regional Seminar on Information Technology, USAID, 1990
 - Regional Seminar on Labour Management, 1989
 - Diversification of Training and Employment of Women, USAID, 1982
 - Administration, Development and Management Course, 1981
 - Project Management Development and Administration, 1980

Languages:	Speaking	Reading	Writing
English	Excellent	Excellent	Excellent
Bengali (Native)	Excellent	Excellent	Excellent

MEMBERSHIP OF PROFESSIONAL SOCIETIES

Life Member,	Bangladesh Economic Association. From 1992 to till date
Life Member,	Officer's Club, Eskaton ,Dhaka, From 2007 to till date
Life Member,	Dhaka University Alumni Association (DUAA) From 2006 to till date
Life Member,	JFK School of Govt, Harvard University Alumni Association From 1992 to till date
Life Member	Alumni Association, Department of Mathematics, Dhaka University, From 1982 to till date
Ex. Executive committee member of Economic Cadre Association (BCS Economic)	American Alumni Association (AAA). Banani, Dhaka. From 2007 to till date
Member,Executive Committee Dhanmondi R/A Malik samity.	With different rank & status. From 1979 to 2006
	From 2007 to date