Terms and conditions of ToR for consultancy

Necessary documents:

a) The consultant will come with proper document, which will enable the consultant to work in Bangladesh and the consultant will work in Bangladesh with his/her own peril. CARE Bangladesh will not assume any responsibility relating to this subject.

b) Details proposal for the consultancy service. Submit technical and financial proposal. Submit proposal in PDF form or any other non-editable form. In financial proposal, consultant will submit separately for remuneration and reimbursable expenses related with consultancy service.

The General Terms and Conditions:

I. The Work: Consultant shall complete the work (the "Work") on Schedule, which is attached and incorporated into this agreement. The Work shall be of good quality and performed according to generally accepted standards. No substandard / poor performance of work will be accepted by CARE Bangladesh and no payment will be made for substandard / poorly performed work.

II. Relationship of Consultant to CARE: Consultant is not an employee of CARE. Consultant is not entitled to receive benefits usually afforded CARE employees. Consultant shall pay all taxes and fees related to the Work other than those that are paid by CARE according to agreement. Nothing in this agreement shall create an employer/employee relationship, partnership or joint venture between the parties. Consultant has no right or permission to agree to anything in the name of, or for the account of, CARE, or to create or accept any obligation on behalf of CARE.

III. Ownership of Work: Consultant agrees that it created the Work, it hereby provides CARE all rights to the Work, and no other party has any rights to the Work. Consultant agrees that: (a) on CARE's reasonable request, Consultant will sign any document stating that CARE owns the Work and has all rights to the Work, including without limitation, copyright applications, assignments and other documents required to protect CARE's right to the Work; and (b) on CARE's request, Consultant shall provide CARE all originals, copies or other documents containing a part or all of the Work. These obligations extend beyond the expiration or termination of this agreement.

IV. Confidential Information: Consultant may receive confidential information regarding CARE in connection with the Work. Consultant shall never disclose any of CARE's confidential information to anyone or use CARE's confidential information for its own purposes without CARE's prior written agreement; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and Consultant has provided CARE notice and a reasonable opportunity to defend against such disclosure.

Confidential information of CARE means any information (written, oral or observed) relating to CARE's: (a) donors and potential donors; (b) beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; and (f) relationship with any governmental entity. Confidential information of CARE also includes information specifically designated confidential by CARE or which Consultant knows or reasonably should know is not generally known to the public. These obligations extend beyond the expiration or termination of this agreement.

V. Indemnity: Consultant shall defend, indemnify and hold CARE harmless from any losses, claims, damages, liabilities and expenses related to Consultant's Work or performance of this agreement. These obligations shall extend beyond the expiration or termination of this agreement.

VI. Compliance with Laws: The Consultant shall comply with all laws, regulations, and orders applicable to it in connection with the Work otherwise CARE reserves the right to take any legal action against consultant / consulting firm under the law of Bangladesh.

VII. CARE Policies: While on CARE premises (including in CARE vehicles) or performing the Work, Consultant shall comply with CARE policies provided orally or in writing to the Consultant, including those relating to security and prohibiting harassment and discrimination.

VIII. CARE Name: Consultant shall not use CARE's name in any publicity or disclose to the public any information relating to the Work without CARE's prior written consent. These obligations extend beyond the expiration or termination of this agreement.

IX. Invoice Statements and Adjustments: Consultant shall provide CARE original / scan copieof final invoice to CARE Bangladesh as agreed beforehand. The invoice should indicate services performed, any reimbursable expenses, any past payments and any other information CARE reasonably requests. When CARE requests, Consultant shall provide CARE a final invoice within 15 (fifteen) days after the Work completion. CARE's payment of any invoice shall never prevent CARE from questioning its correctness. If any invoice statement is found to be incorrect, the invoice statement shall be corrected immediately and an appropriate payment shall be made. The payment will be made either by cheque in favour of the consultant (individual or firm as the case may be) or by wire transfer. The amount, if that is transferred through bank transfer, to be sent to the following bank account:

a. Name of account:
b. Account number :
c. Beneficiary address :
d. Name of Bank:
e. Branch name:
f. Address of the bank:
g. Country name
h. Swift code / Routing number (If any):

X. All reports and documents prepared during the assignment will be treated as CARE property. The reports / documents or any part, therefore, cannot be sold, used and reproduced in any manner without prior written approval of CARE Bangladesh.

XI. The consultant / firm agrees that during the period of this agreement and for a further period of twelve months, S/he shall not issue any written materials or express publicly any personal opinion concerning the services under this agreement, except with the prior written approval of CARE Bangladesh.

XII. The consultant shall use the CARE name or marks only for activities authorized by CARE in writing. All other uses will be deemed infringements of the CARE trademark.

XIII. The consultant / firm shall not without first obtaining the consent in writing of CARE Bangladesh, permit any of his duties or obligations made under this contract to be performed or carried out by any other person, or reassign its interest in a contract.

XIV. In the event that the consultant requires additional time to complete the contract, over and above that previously agreed to, but without CARE Bangladesh changing the scope of work, CARE Bangladesh's prior written concurrence to the same is necessary.

XV. CARE Bangladesh may make general changes, in written within the scope of the content affecting the services to be performed or time of performance. If any such changes cause an increase or decrease in the cost or time required for performance of any part of the work under the contract, CARE shall make equitable adjustment in the contract price, delivery schedule, or both and shall modify the contract in writing accordingly.

XVI. After completion of the assignment and submission of the final output, evaluation will be done by the concerned unit/office on the basis of which final payment will be made. Final payment will be withheld until evaluations have been submitted.

XVII. The Vendor is responsible to pay all Income Tax, Value Added Tax (VAT) or any other duties as applicable as per present Bangladesh Govt. rule.

The breakdown of applicable Vat/Tax are as follows:

- 15% VAT shall be deducted from consultancy services for national/ international consultants.
- 10% Income Tax shall be deducted from consultancy services of Bangladeshi national consultants and in absence of e-tin 15% income tax shall be deducted instead of 10%.
- 12% Income tax shall be deducted if the proposal base value exceeds BDT 2,500,000
- 20% Income Tax shall be deducted from consultancy services of international consultants. The countries with which Bangladesh have double taxation treaty (DTAA), no Tax shall be deducted from the citizens of those countries.
- No VAT and Tax shall be deducted from reimbursable logistic expenses subject to submission of original payment receipts otherwise no payment will be made against logistic expenses.

XVIII. The consultant will be responsible for the safekeeping and return, in good working condition and order, of all the organization's property, which may be assigned to him/ her for use or custody failure to return the property in good order will result in a deduction of payment to cover the cost of repair or replacement.

XIX. In the event of failure on the Consultant's part to meet the agreed deadline CARE-Bangladesh reserves the right to penalize the Consultant or his / her firm at the rate of 1% of the total contract amount (final amount) for delay per day from the deadline.

XX. Notwithstanding anything contained in this agreement CARE-Bangladesh may at any time terminate this agreement in whole or in part by requiring the consultant to stop performing the work or any part thereof. In this event the consultant shall have no claim against CARE-Bangladesh by reason of such termination, other than payment in proportion to the work performed under the agreement less any sums previously paid on account thereof.

XXI. The consultant may terminate this agreement by giving a reasonable period of notice to CARE. In this event, the Consultant shall have no claim against CARE-Bangladesh by reason of such termination, other than payment in proportion to the work performed under the agreement less any sums previously paid on account therefore. Upon expiration or termination (by any of the involved parties) of this agreement, the consultant shall surrender to CARE all confidential material relating to CARE in his or her possession, of whatever origin. The confidentiality should also be kept after your consultancy with CARE ceases.

XXII. Certification regarding Terrorism : Consultant hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

XXIII. Legal Notices: Any legal notice relating to this agreement shall be delivered by hand or sent by confirmed fax or mail to the party's address herein or to another address provided in writing by the party. Confirmation means that there is evidence of transmittal, such the recipient's written reply or signature or an electronic confirmation. Notices to CARE shall be sent with one copy addressed "Attention: Procurement Officer" and another copy addressed to Consultant's principal CARE contact.

XXIV. No Assignment: Consultant shall not assign this agreement or have another person or entity perform any of the Work without CARE's prior written consent.

XXV. No Other Persons Benefit: No person or entity that is not a party to this agreement has any right to enforce, take any action or claim it is owed any benefit under this agreement.

XXVI. Entire Agreement: This agreement states the entire understanding of the parties and replaces any prior or separate agreements, whether oral or written, regarding this subject matter.

XXVII. Amendments: This agreement cannot be amended except by a document signed by all the parties.

XXVIII. Severability: If any part of this agreement is held invalid, illegal or unenforceable, the rest of the agreement will remain valid, legal and enforceable and will not be impaired.

XXIX. CARE Payment: CARE shall pay Consultant the amount on Schedule. If there is a dispute between the parties, CARE may refuse to pay a portion or all of the payments until the dispute is resolved.

Payable reimbursable / incidental expenses (consultant will quote separately):

XXX. Per-diem rate: Estimated amount but maximum USD 30.00 per day for International and BDT1,000.00 per day for Bangladeshi. The per diem includes breakfast 10%+Lunch 30%+ Dinner 35%+ Incidental 25%. The consultant will be paid at actual subject to submission of invoices.

XXXI. Lodging rate: Estimated amount but maximum USD 70.00 per day for International and BDT.2,400.00 per day for Bangladeshi. The consultant will be paid based on the submission of actual invoice.

XXXII. Transportation in connection with consultancy service (in country): Based on submission of actual invoice.

XXXIII. Departure Taxes: CARE will reimburse the actual cost upon submission of original invoice.

XXXIV. Air ticket (round the trip): CARE will reimburse the actual cost upon submission of original / scan copies of invoice, boarding pass, and air ticket.

XXXV. Visa fee: CARE will reimburse the actual cost upon submission of actual invoice.

XXXVI. Remuneration for travel days coming into Bangladesh to conduct the consultancy: This only applies to Consultants coming from abroad. If the travel time, including transit time, is less than 5 hours, the Consultant will be entitled to half a day's remuneration of the agreed daily fee. Should this travel time exceed 5 hours, the Consultant will be entitled to one full day's pay of the agreed daily fee for the consultancy. The Consultant must abide by the CARE USA Procurement

clauses for international travel.

XXXVII. Cost for sending invoice (from abroad): The Consultant is wholly responsible to bear all costs related to sending original invoice and other reports as determined by the TOR.

XXXVIII. Manner of Payment : Consultant's compensation and reimbursable expenses shall be paid within 30 days of submission of original / scan copy of invoice/s. Payment will be made after completion of work and upon submission of the original invoice/s through account payee check / bank transfer. For payment consultant has to submit an invoice to Finance Department, CARE Bangladesh with a copy of work contract and ToR.

XXXIX. Arbitration: "Any dispute or difference arising out of or in connection with this PO or the interpretation of any terms thereof shall be referred to arbitration in accordance with the arbitration Act, 2001 or any other arbitration Act for the time being in force in Bangladesh. Each party shall appoint its own arbitrator and the two arbitrators so appointed shall appoint a third arbitrator who shall act as chairperson of the arbitral tribunal. The place or arbitration shall be Dhaka, Bangladesh. The language of the arbitration proceeding shall be in English.

XL. The Consultant shall be solely responsible for his/her own insurance (health, travel, etc). CARE will not bear any cost in this regard.