

***STANDARD REQUEST FOR PROPOSAL DOCUMENTS
OF PPR, 2008 UNDER UN PROCUREMENT MANUAL-
A REVIEW***

Submitted by

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A Dissertation Submitted in Partial Fulfillment of the
Requirements
For the Degree of
Masters in Procurement and Supply Management



BRAC Institute of Governance and Development
BRAC University

DECLARATION

It is hereby declaring that no part of thesis, title as “Governance in Sustainable Public Procurement: Role of Supreme Audit Institution, Bangladesh.” has been submitted or published elsewhere. The whole dissertation is prepared for academic pursuit and solely aimed for the partial fulfillment for the degree of Masters in Procurement and Supply Management (MPSM). The document is submitted to the BRAC Institute of Governance and Development (BIGD), BRAC University with due acknowledgement of the cited text and norms of standard research works.

January 2016

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CERTIFICATE

This is my pleasure to certify that the dissertation entitled *STANDARD REQUEST FOR PROPOSAL DOCUMENTS OF PPR, 2008 UNDER UN PROCUREMENT MANUAL- A REVIEW* is the original work of Dr. Mohammed Abu Bakar Siddique that is completed under my direct guidance and supervision. So far I know, the dissertation is an individual achievement of the candidate's own efforts, and it is not a conjoint work. I also certify that I have gone through the draft and final version of the dissertation and found it satisfactory for submission to the BRAC Institute of Governance and Development, BRAC University in partial fulfillment of the requirements for the degree of Masters in Procurement and Supply Management.

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ABSTRACT

Central Procurement Technical Unit (CPTU) prepared different types of Tender / Proposal Documents for Goods, Works Procurement and Consultant Selection those reflected the essence of PPR, 2008 and PPA, 200. The review of the *Standard Request for Proposal Documents* (SRFP) under United Nations (UN) procurement manual performs the comparison of related clauses of consultant selection from the SRFPs and the UN procurement manual. The study mainly confined with the documents of National Consulting Firm Selection (PS7) & International Consulting Firm Selection (PS11) available in the CPTU's website. The study is to find out the loopholes of both SRFPs comparing the related terms and conditions of UN Procurement Manual and PPR, 2008. The study finds some of the difficulties and dissimilarities between the Rules and the terms of SRFPs. Moreover it also finds the lack of tune in harmonization of clauses of SRFPs and inconsistency of applicability of similar clauses. Though some of the SRFPs give the PE the more wide options of applications of certain terms and conditions, it makes the documents a bit more complex to use. Again in some cases or situations the PE's option is limited by the clauses of SRFPs which in terms simplified the documents. However, being recent introduction of SRFPs by the CPTU and the documents are still in the draft form and being modified time to time with the change of Rules and Acts and also the difficulties faced by the concerned PE to apply the SRFP documents in consultant selection process. The review finds that some fine tuning of the SRFP documents may make those very high standards of documents and those can be compared with the model form of contracts. The author refers to some further study of the SRFP documents (PS7 & PS11) in comparison with the proposal documents of UN and with view to the experts of PPR, 2008 and UN Procurement for fine tuning and actual findings of laps and gaps of the consultant selection documents. Finally the study describes its findings at concluding part and recommends some inclusions to enrich the consultant selection documents. In addition to that the author suggests further study for enhancement of the SRFPs (PS7 & PS11) for the selection of national and international consultant.

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ABBREVIATIONS

API	-	American Petroleum Institute
ASG/OCSS	-	Assistant Secretary General, Office of Central Support Services
ASME	-	American Society of Mechanical Engineers
BDT	-	Bangladesh Taka (Currency)
BPO	-	Blanket Purchase Order
BSTI	-	Bangladesh Standard Testing Institute
BVM	-	Best Value for Money
CAO	-	Chief Administrative Officer
CMS	-	Chief of Mission Support (Field Mission)
CPAR	-	Country Procurement Assessment Report
CPO	-	Chief Procurement Officer
CPTU	-	Central Procurement Technical Unit
DOA	-	Director of Administration
DM	-	Department of Management
DP	-	Domestic Preference
DPM	-	Direct Procurement Method
DRU	-	Director Receiving Unit
EOI	-	Expression of Interest
FRR	-	Financial Regulations and Rules
GCC	-	General Condition of Contract
HCC	-	Headquarter Committee on Contract
HOPE	-	Head of Procuring Entity
ICA	-	Institutional Contractor Agreement
ICT	-	International Competitive Tender
IEB	-	Institute of Engineers, Bangladesh
IFE	-	Invitation for Enlistment
IFT	-	Invitation to Tenderers (Bidders)
IMED	-	Implementation Monitoring and Evaluation Division
IMIS	-	Integrated Management Information System
INCOTERM	-	International Commercial Term
IPR	-	Intellectual Property Right
ISO	-	International Standard Organization

ITT	-	Instructions to Tenderers (Bidders)
JVCA	-	Joint Venture Consortium or Association
LCC	-	Local Committee on Contract
LTM	-	Limited Tendering Method
NCT	-	National Competitive Tender
NOA	-	Notification of Award
OAH	-	Office Away from Headquarters
OCSS	-	Office of Central Support Services
OTM	-	Open Tendering Method
PCC	-	Particular Condition of Contract
PE	-	Procuring Entity
PEC	-	Proposal Evaluation Committee
PG	-	Procurement of Goods
PMS	-	Procurement Management Section
PO	-	Purchase Order
POC	-	Proposal Opening Committee
POS	-	Procurement Operations Service
PPA	-	Public Procurement act
PPR	-	Public Procurement Rules
PPS	-	Peace Keeping Procurement Section
PS	-	Performance Security
PSB	-	Property Survey Boards
RFI	-	Request for Information
RFP	-	Request for Proposal
RFQ	-	Request for Quotation
R&I	-	Receipt and Inspection
SME	-	Subject Matter Experts
SOW	-	Statement of Works
SRFQ	-	Standard Request for Quotation
STD	-	Standard Tender Documents
TCO	-	Total Cost of Ownership
TD	-	Tender Document
TDS	-	Tender Data Sheet
TEC	-	Technical Evaluation Committee

TIN	-	Tax Identification Number
TOC	-	Tender Opening Committee
TOR	-	Terms of Reference
TOS	-	Tender Opening Sheet
TS	-	Tender Security
TSC	-	Technical Sub Committee
TSTM	-	Two-Stage Tendering Method
TTS	-	Travel and Transport Services
UN	-	United Nations
UNCCS	-	United Nations Common Codification System
UNCITRAL	-	United Nations Commission on International Trade Law
UNGCC	-	United Nations General Conditions of Contracts
UNGM	-	United Nations Global Marketplace
UN/PD	-	United Nations Secretariat Procurement Division
USG/DFS	-	Under-Secretary-General, Department of Field Support
USG/DM	-	Under-Secretary-General, Department of Management
VAT	-	Value Added Tax
VRA	-	Vendor Registration Application
VRO	-	Vendor Registration Officer(s)

1. INTRODUCTION

1.1 Background of the Study

Public Procurement Act, 2006 and Public Procurement Rules, 2008 enacted in Bangladesh on 31 January 2008. The Central Procuring Technical Unit (CPTU) under Implementation, Monitoring and Evaluation Division of Ministry of Planning is the authority to implement, modify and update the rules of PPR. After enactment of PPA, 2006 and PPR, 2008, CPTU introduced Standard Tender / Proposal Documents for Goods, Works Procurement & Consultant Selection. The procuring entities are bound to use those Documents for procurement of goods, works and consultant selection under PPA, 2006 and PPR, 2008. Actually these documents are standardized form for contracting between buyers and sellers / consultants which become contract document after signing of the tender or proposal. The standard documents are formulated using the acts, PPA, 2006 and rules, PPR, 2008. These are simplified format of procurement rules, regulations, processes and procedures of procurement and it becomes driving document of contract after being signed by the parties of the contract. The United Nations is one of the largest organizations that select consultants (Firm & Individual) each year from all over the world through a significant numbers of organizations working under it. For procurement of UN organizations' there is procurement manual issued by Department of Management, Office of the Central Support Services at Procurement Division in UN Headquarters at New York. In order to strengthen and sustain the capacity of public procurement in Bangladesh, a new Technical Assistance (TA) project named "Public Procurement Reform Project II (PPRP II)" was approved in June, 2007 and is under implementation now. Under the aforesaid project a number of government officials are selected to study and research on various procurement issues, jointly organized by the Chartered Institute of Purchasing and Supply (CIPS), UK and Institute of Governance Studies, BRAC University, Bangladesh. A top-up Masters program is planned in this project and this research study work stands at the core of that Masters program.

1.2 Problem Statement

The SRFP documents are the practical application of both PPA-2006 and PPR -2008 for consultant selection. There are several standard documents both for goods, works and services procurement. The SRFP documents are designed for various thresholds of procurement values and for national and international tendering. Though the SRFP documents are very newly introduced these require to prove their value and worth in comparison with world's largest organizations (UN) procurement guidelines (Manual). The rules and acts are not same all over the world and the requirement of organizations vary from time to time and with their activities they are involved in. Even some donor agencies prefer their own tender documents or some Model Form like FIDIC.

There are a number of Standard Tender Documents for consultant selection such as:

- ✓ PS3-Selection of Individual Consultant (National) Lump-sum based
- ✓ PS4-Selection of Individual Consultant (National Time based
- ✓ PS5-Selection of Consulting Firm (National) Lump-sum based

- ✓ PS6-Selection of Consulting Firm (National) Time based
- ✓ PS7- Selection of Consulting Firm Complex Lump-sum
- ✓ PS8- Selection of Consulting Firm Complex Lump-sum
- ✓ PS11-Selection of Consulting Firm (International)
Lump Sum Contract -any value
- ✓ PS12- Selection of Consulting Firm (International)
Time Based Contract- any value

The above documents are using in different consultant selection process. There are some more documents like PS1 & PS2 mentioned in PPR, 2008 but not found in the website of CPTU. Although there are different documents uses in different types of selection, the PS7 is the mother document and PS11 is the document using for International Consultant Selection. That's why the study is confined with above mentioned two SRFPs for consultant selection.

1.3 Research Questions

- ✓ Are SRFP documents well harmonized with the acts (PPA-2006) and rules (PPR-2008) and the processes and procedures of tendering followed under aforesaid acts and rules?
- ✓ Are there any similarities or dissimilarities with UN procurement Manual and in concern with UNCITRAL Model law on public procurement?
- ✓ What could be the possible scope of improvement in PS7 and PS11 documents?

1.4 Research Objectives

The main objective of the study is to critically review the *Standard Request for Proposal Documents* issued by CPTU under UN procurement manual and UNCITRAL Model Law on public procurement. The review, comparison and analysis will help to find out the shortcomings of the two Standard Proposal Documents (PS7 & PS11) and also to find out the scope of improvements.

1.5 Rationale of the Study

The study is to find out the strength and weakness of contract administration through analysis of proposal documents which in course of time become the driver of contract management, dispute resolution and successful completion of contract under PPA 2006 and PPR 2008. The standard proposal documents state several legal issues of contract which can make contract administration and contract management easier and those are as follows:

- ❖ Communication Proceedings
- ❖ Contract Termination
- ❖ Dispute Resolution
- ❖ Eligibility
- ❖ Ethical Standards
- ❖ Incentives
- ❖ Indemnity
- ❖ Payment Procedures

- ❖ Mode of deliveries
- ❖ Time

1.6 Scope and Limitations of the Study

There are several standard tender documents for works, goods and services but this study only examines the standard documents for consultant selection and is also confined with the proposal documents. There are different Model forms of contract and procurement guidelines such as World Bank guideline, ADB guidelines, EU Procurement Directives etc but this study is confined with the UN procurement manual, UN General Business Guide and UNCITRAL Model Law of public procurement. This research is mainly confined with UN Procurement manual but takes some help and example from UN General Business Guide and UNCITRAL Model Law of Public Procurement.

1.7 Methodology

The secondary data and literature review is the method of the study for review and analysis of standard Proposal Document for consultant selection in PPR, 2008. Firstly it involves with the analysis of SPDs with PPA-2006 and PPR-2008 and then comparison with UN Procurement Manual and UNCITRAL Model Law on Public Procurement. This is qualitative method and comparison is done by related information reviewed.

2.0 REVIEW OF STANDARD PROPOSAL DOCUMENTS

The Standard Proposal Documents mean the documents issued by the procuring entity under the Law (PPA, 2006) and the rules (PPR, 2008) where the terms and conditions of selecting proceedings are elaborately documented. And the SRFP documents are the documents that set out the terms and conditions of consultant selections under PPA, 2006 and PPR, 2008. The SRFP documents selecting the consultants under the law, PPA-2006 and the rules, PPR-2008 are prepared by CPTU, IMED of Ministry of Planning in Bangladesh. These documents are not similar to model forms of contract by preparation, issue and use; rather these can be categorized as standard form of contract of procurement. The CPTU not only prepares the documents for intellectual services but also prepares standard documents for works and goods procurement. The SRFP documents are to be used for public procurement under PPA-2006 and PPR-2008 in anywhere in Bangladesh for using public funds with very few exceptions like donor funded procurement and so on where the terms and conditions are stated in different ways in funding policy. For consultant selection under aforesaid act and rules there are twelve types of SRFPs for various thresholds and selection methods.

2.1 PS7 (REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTING FIRM (NATIONAL) (Complex Lump-sum - above Tk. 10 Million)

2.1.1 Introduction

These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation, using this Standard Request for Proposal (SRFP), for procurement of Intellectual and Professional Services having estimated cost above Tk. 10 million.

2.1.2 Guidance Notes on the Use of the Standard Request for Proposal

The use of SRFP (PS7) applies when a short listing process following Expressions of Interest has taken place and the short-listed Applicants are invited to submit a Proposal. This document shall be used when a Procuring Entity (the Client) wishes to select an Applicant (Consultant) on the basis of a lump-sum to be paid to the Consultant for carrying out the Services. SRFP (PS7) is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Bangladesh. SRFP (PS7) has 6 Sections, of which Section 1 (Instruction to Consultants) and Section 3 (General Conditions of Contract) must not be altered or modified under any circumstances.

2.1.3 Instructions to Consultants

This part of SRFP states the necessary directions and bindings for consultant to be capable of participating selection process. The instructions are divided into thirteen sub sections for the convenience of consultant.

Section A: General

This sub-section states the points of the scope, site visit, sources of fund, the rules of ethical practices for the parties entering into the contract, the eligibility criteria for consultants and sub-consultants Conflict of interest, conflicting activities, assignments, relationships & unfair advantage. In case of corrupt, fraudulent, collusive and coercive practices, the rights of the Procuring Entity are defined with the directive actions. For eligibility of consultants, the financial, legal, commercial, and professional performance criteria are well described in the sub sections. In this section the capability of Government organizations are also defined for eligibility as consultants. The conflict of interest & its range, conflicting activities, assignments and relationships are clearly defined in this section.

Section B: Request for Proposal

This sub-section is constituted with the directions related to the RFP documents where the clarification of RFP documents, pre-proposal meeting and addendum to the RFP document and their timeline are defined. The communications process between the Procuring Entity and the consultants are clearly predefined in “written” form except the pre-proposal meeting which is two-way simultaneous communication of RFP Document related issues. The pre-proposal meeting is advance form of clarifications and answer to the questions arising from RFP documents to the Consultants at the discretion of procuring entity.

C. Proposal preparation

This part includes the detail directions for consultant to prepare the proposal which has several instructions need to understand by the PEs. The notable criteria mentioned in this section are proposal currency, proposal validity, types of proposal (technical & financial), proposal language and proposal preparation cost. Provision of applicable taxes is also explained in this sub-section. Technical

& financial proposal will be prepared separately using prescribed format. Proposal currency shall be quoted in Bangladesh Taka unless otherwise stated in PDS. The Proposal shall be written in the English language. Correspondences and documents relating to the Proposal may be written in English or *Bangla*. Applicable amount of local taxes shall not be considered in the Financial Evaluation of the Proposal as they will be discussed at contract negotiations, and applicable amounts will be included in the Contract Price. Proposals shall remain valid for the period as specified in the PDS after the date of proposal submission deadline prescribed by the client subject to the scope of extension of both deadline of submission and validity period extension.

D. Proposal Submission

This section describes the processes and procedures of submission & submission deadline of proposals. This part of the document also defines the late proposal as received after the deadline of the proposal submission and is directed to return unopened to Consultant. The most important direction in this subsection is Technical & financial proposal preparation separately; sealed & submitted accordingly.

E. Proposal Opening and Evaluation

This section gives the consultant the clear knowledge of opening and evaluation process followed by the procuring entity. The opening of proposal is conducted by the Proposal Opening Committee (POC) and the process is described in details. Evaluation of proposal is conducting in two stages. At first the technical proposal evaluates then financial proposal. Technical & financial proposal evaluation procedure described elaborately in this portion of document.

F. Contract Award

This section gives the knowledge to consultant about the winning criteria and procedures to finalize the proposal into a successful contract between the Procuring Entity and evaluated highest scorer consultant. The Client shall, within seven (7) working days of receipt of approval of the Contract in accordance with Section 61 of the Public Procurement Act, 2006 and Rule 124 of the Public Procurement Rules, 2008, and provided that no complaint or appeal has been lodged or is still under consideration following Rules 57, 59 and 60 of the Public Procurement Rules, 2008, prior to the Proposal validity period, invite the successful Consultant to sign the Contract

2.1.4 Proposal Data Sheet

The Proposal Data Sheet (PDS) is the setup of referred criteria from the ITT section fix up by the Procuring Entity. The Procuring Entity's discretion to define the criteria includes eligibility of Consultant, general and specific experience criteria, financial capability, manpower capacity, options of alternatives, claims and litigation history criteria, economic factors to be applicable, limit of variation, profile of adjudicators, the basis of tender invitation, indemnity provision, place and deadline of proposal submission, place and date of proposal opening and contracting person's address for clarification.

2.1.5 General Conditions of Contract

The General Condition of Contract defines some useful key terms related to the procurement and also gives the consultants vision of selection processes, abiding rules, laws and appropriate way to conclude the contract either successful or unsuccessful. The GCC also defines the Governing Laws, Languages, responsibilities of both PE and consultant and interpretation. The assignment clause defines the option of transferring and sharing the responsibility of the consultant. The definition of 'Force Majeure' situations, the process of notice and the consequences of Force Majeure are defined by the related clause in GCC. The termination procedures, amendment and dispute settlement procedures are also defined by the respective clauses in this section of SPD. Contractual ethics clause describes the values and ethical practice of the people concern of both sides conducting the selecting process. Conflict of interest is another important clause in this document to maintain the transparency of the assignment. According to PPR, 2008 there is no provision of performance security (PS) of the consultant. But to compensate the PE's losses, damages & claims liability of the consultant clause is there. The consultant will have to indemnify the PE's claims as follows:

2.1.6 Particular Conditions of Contract

This is the part where the Procuring Entity can use all it's expertise to fulfill the requirement. In this section, the procuring entity is able to define its need and the need for contract by modifying following criteria:

- ✓ Conditions for effectiveness of the Contract
- ✓ Period of service
- ✓ Ceiling on Consultant's liability
- ✓ Contract ceiling amount
- ✓ % of advance payment
- ✓ Reporting schedule

2.1.7 Proposal and Contract Forms

The section includes total twelve numbers of forms in two categories namely Proposal Forms and Contract Forms. The Proposal forms are used during selection process to communicate between the Consultant and the Procuring Entity and the contract forms are used to communicate between the successful Consultant and the Procuring Entity to finalize the Contract.

2.1.8 Terms of Reference

Terms of Reference normally contain the following sections:

- *Background of the project;*
- *Objectives of the assignment;*
- *Scope of Services;*
- *Transfer of Knowledge (training),when appropriate;*

- *List of reports, Schedule of deliveries, period of performance;*
- *Data, facilities and local services to be provided by the Client, and*
- *Institutional arrangements*

**2.2 SRFP11 (PS11): STANDARD REQUEST FOR PROPOSAL (SRFP) FOR
SELECTION OF CONSULTING FIRM (International)
(Lump Sum Contract- any value)**

2.2.1 Guidance Notes on the Use of the Standard Request for Proposal

These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation, using this Standard Request for Proposal (SRFP), for procurement of International Intellectual and Professional Services for any estimated cost. The use of SRFP (PS11) applies when a short-listing process of international consultants following Expressions of Interest has taken place and the short-listed applicants are invited to submit a proposal for a lump-sum contract

2.2.2 Instructions to Consultants

This part of SRFP states the necessary directions and bindings for consultant to be capable of participating selection process. The instructions are divided into thirteen sub sections for the convenience of consultant.

Section A: General

This sub-section states thirteen points that illustrate the scope, site visit, sources of fund, the rules of ethical practices for the parties entering into the contract, the eligibility criteria for consultants and sub-consultants Conflict of interest:, conflicting activities, assignments, relationships & unfair advantage. In case of corrupt, fraudulent, collusive and coercive practices, the rights of the Procuring Entity are defined with the directive actions. For eligibility of consultants, the financial, legal, commercial, and professional performance criteria are well described in the sub sections. In this section the capability of Government organizations are also defined for eligibility as consultants. The conflict of interest & its range, conflicting activities, assignments and relationships are also clearly defined in this section

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C. Proposal preparation

This part includes the detail directions for consultant to prepare the proposal which has several instructions related to following as per RFP, PS7: Only one proposal, Proposal: Preparation Costs, Language, Documents, Technical & Financial proposal preparation, Taxes, Proposal Currency, Proposal Validity, Proposal Format and Signing. The notable criteria mentioned in this section are proposal currency, proposal validity, types of proposal (technical & financial), proposal language and proposal preparation cost. Technical & financial proposal will be prepared separately using prescribed format.

D. Proposal Submission

The proposal submission section describes the processes and procedures of submission & submission deadline. This section also defined the late proposal as received after the deadline of the proposal submission and is directed to return unopened to Consultant. The most important direction in this subsection is Technical & financial proposal prepare separately; sealed & submitted accordingly.

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The Proposal Data Sheet (PDS) is the setup of referred criteria from the ITT section fix up by the Procuring Entity. The Procuring Entity's discretion to define the criteria includes eligibility of Consultant, general and specific experience criteria, financial capability, manpower capacity, options of alternatives, claims and litigation history criteria, economic factors to be applicable, limit of variation, profile of adjudicators, the basis of tender invitation, indemnity provision, place and deadline of proposal submission, place and date of proposal opening and contracting person's address for clarification.

2.2.4 General Conditions of Contract

The General Condition of Contract defines some useful key terms related to the procurement and also gives the consultants vision of selection processes, abiding rules, laws and appropriate way to conclude the contract either successful or unsuccessful. The GCC also defines the Governing Laws, Languages, responsibilities of both PE and consultant. The assignment clause of this section defines the option of transferring and sharing the responsibility of the consultant. The definition of 'Force Majeure' situations, the process of notice and the consequences of Force Majeure are defined by the related clause in GCC. The termination procedures, amendment and dispute settlement procedures are also defined by the respective clauses in this section of SPD. Contractual ethics clause describes the values and ethical practice of the people concern of both sides conducting the selecting process. According to PPR, 2008 there is no provision of performance security (PS) of the consultant. But to compensate the PE's losses, damages & claims liability of the consultant clause is there. Another important clause in this part of the document is Insurance clause. Consultant need to maintain insurance of any death, damage and even make harm to third party. The obligation of the consultant has been described as Reporting clause in this part of the document. Clauses related to applicable Tax and exemption of Tax if related laws changes have been described in this part. Applicable Tax will be calculated but not considered in evaluation. Payment clause is very important clause in this part. Mode of payment, part payment, advance payment, lump-sum payment, any payment need to pay for additional work if necessary described in this part. The procedure of dispute resolution has been discussed in this part of the document.

2.2.5 Particular Conditions of Contract

This is the part where the Procuring Entity can use all it's expertise to fulfill the requirement. In this section, the procuring entity is able to define its need and the need for contract by modifying following criteria:

- ✓ Conditions for effectiveness of the Contract
- ✓ Period of service
- ✓ Ceiling on Consultant's liability
- ✓ Contract ceiling amount
- ✓ % of advance payment
- ✓ Reporting schedule

2.2.6 Proposal and Contract Forms

The section includes total thirteen numbers of forms in two categories namely Proposal Forms and Contract Forms. The Proposal forms are used during selection process to communicate between the Consultant and the Procuring Entity and the contract forms are used to communicate between the successful Consultant and the Procuring Entity to finalize the Contract. The precedence of documents are predefined in SPD's GCC clause and also mentioned in the Contract Agreement Form of PS11 which defines the priority of terms and conditions governing the contract.

2.2.7 Terms of Reference

The Terms of Reference (ToR) is the key document in the RFP. It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables. Adequate and clear ToR is essential for the understanding of the assignment and its correct execution by the Consultant. It also helps reducing the risk of ambiguities during the preparation of Proposals by the Consultant, contract negotiation, and delivery of the Services.

Terms of Reference normally contain the following sections:

- *Background of the project;*
- *Objectives of the assignment;*
- *Scope of Services;*
- *Transfer of Knowledge (training), when appropriate;*
- *List of reports, Schedule of deliveries, period of performance;*
- *Data, facilities and local services to be provided by the Client, and*
- *Institutional arrangements*

3. REVIEW OF PUBLIC PROCUREMENT RULES 2008

The PPR is the rules of procurement in Bangladesh using public fund. With the aid of World Bank and through a reform project, the public procurement act and rules are formulated for Bangladesh. The act is named Public Procurement Act (PPA), 2006 and under that act the rules PPR 2008 have been formulated. The objectives of public procurement reform project in Bangladesh are as follows:

- ✓ Improved Governance in Public Procurement
- ✓ Increased efficiency, transparency and accountability of public procurement.

In alignment with the objectives, the rules are formulated and the PPR 2008 is implemented from January 31, 2008. The Public Procurement Rules 2008 is divided into nine (9) chapters and there are twelve schedules included with that. The chapters describe the preparation of procurements, methods and principles of procurement, process of procurements, professional misconducts and e-government procurement related issues. The schedules are consists of several forms, sheets, reference times and values, checklist, flowcharts, procurement plan format, STDs, various templates and records to be maintained for procurements. The chapters of PPR are reviewed below:

3.1 Chapter-I: Preliminary

This chapter defines the three important issues related to applications, definitions, title and commencement of the rules. The commencement of the rules is well defined by the applicability of PPA 2006. The definitions section defines several terms and procedures related to this rules. The scope and application of the PPR 2008 is also determined by the

rule 3 of this chapter. For foreign aids, loans and grants, the application of PPR is guided by the Rule 3, sub-rule 1(d) of PPR 2008.

3.2 Chapter-II: Preparation of Tender Proposal, Committee Etc.

The chapter consists of two parts named preparation of tender proposal and committees respectively. The preparation of tender document is guided by the Rule 4(1) and the precedence of contract documents has been clearly defined in Rule 4(7) of PPR 2008. The requirements related issues are mentioned to be clearly set in the tender documents as defined in Rule 4(3) of PPR 2008;

3.3 Chapter-III: Principles of Procurement

This chapter consists of twelve parts and there are 48 rules in total. This chapter describes the conditions and requirements for procurement under the rules PPR 2008. This chapter provides guidelines for procurement processes under the Rules, PPR 2008 that are described in following chapters. The parts are focused on different issues of procurement as described below:

PART-1: General Guidelines,

PART-2: Determining Tender or Proposal Validities and Security Deposits

PART-3: Preparation of Specification and Confidentiality

PART-4: Rejection of Tenders, Proposals Etc.

PART-5: Approval Procedures, Notifications of Award and Publication

PART-6: Contract Administration and Management

PART-7: Maintaining Records of Procurement

PART-8: Procurement Post Review

PART-9: Qualifications of Persons

PART-10: Joint Venture

PART-11: Conflicts of Interest

PART-12: Complaints and Appeals.

3.4 Chapter-IV: Methods of Procurement for Goods and Related Services, Works, Physical Services and Their Use

This chapter describes the methods available in PPR, their conditions and detail procedures. There are seven parts of this chapter mainly categorized by the procurement method of both national and international procurements. The first five parts of the chapter includes the national procurement method and part six describes the several international procurement methods. And finally last part of the chapter describes the method of framework agreement. Each part is described in detail below:

PART-1: National Procurement: Open Tendering Method

PART-2: National Procurement: Limited Tendering Method

PART-3: National Procurement: Two-Stage Tendering Method

PART-4: National Procurement: Request for Quotation Method

PART-5: National Procurement: Direct Procurement Method

PART-6: International Procurement

PART-7: Framework Agreements.

3.5 Chapter-V: Processing Of Procurement

This chapter describes the process of procurement dividing into three major parts. Each of three parts are consists of conditions and detail procedures of Rules. The parts are stated below:

PART-1: Advertisement

PART-2: Pre-Qualification

PART-3: Processing of Tenders

3.6 Chapter-VI: Procurement of Intellectual and Professional Services

The chapter mainly describes the types and process of Intellectual and Professional Services procurement. The chapter consists of three parts and those are described below:

PART-1: Methods and Procedures

PART-2: Processing of Expression of Interests and Proposals

PART-3: Evaluation of Proposals, Negotiations and Completion of the Process

3.7 Chapter-VII: Professional Misconduct

This is the chapter where the professional misconducts, offences and their consequences are defined by the rules. The four types of illegal practices are defined by the rule and those are as follows:

- ✓ Corrupt Practices
- ✓ Fraudulent Practices
- ✓ Collusive Practices
- ✓ Coercive Practices

The application of this rule and code of ethics are clearly defined and described. The consequences are also defined and referred to related act and section of PPR. One of the important consequences can be noted from Sub-Rule 127(8) of PPR 2008 as follows:

“A Person, or an officer or staff member of the Procuring Entity to whom the Act and these Rules apply, committing an offence related to professional misconduct, shall be dealt with as described in the Act in Section 64 (3) and (4) and Anti-corruption Commission Act 2004.”

3.8 Chapter-VIII: E-Government Procurement

In this chapter, the implementation of e-GP and the priority of rules are defined.

3.9 Chapter-IX: Miscellaneous

The chapter consists of concession contract related provisions and responsibilities of Government regarding monitoring. The applicability of these rules is restricted for concession related contract but the maximum competitiveness of the contract is directed to be ensured by suitable procurement process like OTM. The responsibility of Government regarding monitoring is assigned to CPTU and defined as well. The responsibilities include following:

- ✓ Propose Amendment to the Act, Rules or Documents
- ✓ Issue guidance, instructions regarding interpretation and implementation
- ✓ Prepare and Distribute STD
- ✓ Deliver Annual Report

- ✓ Develop Website
- ✓ Publish concise bulletin relating to advertisement
- ✓ Summarize Procurement post review reports
- ✓ Track procurement performance
- ✓ Publish performance report in the website

4.0 REVIEW OF UNITED NATIONS PROCUREMENT MANUAL

The UN procurement manual is prepared and issued by the Department of Management, Office of Central Support Service in Procurement Division at United Nations. The latest version of UN procurement manual is 7 and issued on 1 July 2013. The procurement manual consists of total sixteen chapters. Each of the chapters describes the issues related to procurement in details.

4.1 Chapter 1. Introduction and Overview of the United Nations Procurement Manual

The chapter describes the purposes of procurement manuals, best value for money, FRR, explanation of terms and abbreviations, procurement division's computerized system and internet website. The purpose of the procurement manual is to provide guidance on procurement policies, procedures and practices to all staff members involved in the procurement and acquisition processes and activities in all such offices and locations. The UN through the procurement manual also assigns and defines the responsibilities of procurement staff at its Headquarters (HQ), Offices Away from Headquarters (OAHs), Regional Offices, Commissions and Tribunals, as well as Peacekeeping/Political Operations (Field Missions). The Procurement Manual reflects the principle of segregation of responsibilities between requisitioning and procurement entities by specifying their separate and distinct functions within the overall procurement process.

4.2 Chapter 2. Organization, Responsibilities and Functions of Procurement Offices

The chapter mainly describes the responsibilities of organizations, the function of UN procurement division and function of local procurement structure. The responsibility of procurement is divided by the organization in UN as follows:

1. Head Quarter
2. Offices Away from Head Quarters
3. Field Missions

The responsibilities vary depending on the size and complexity of duty station. Generally, the responsibilities of OAH and Field Mission are to the extent feasible and mirror those at UN Headquarters. The function of United Nation Procurement Division (UN/PD) is to ensure effective, efficient and economical procurement operation. Another major responsibility of UN/PD is to provide policy guidance and direction to Field Missions and, upon request, OAH and other UN agencies and subsidiary organs which may have their own delegation of procurement authority or a need for procurement support services. The responsibilities of head of UN/PD are well described in the chapter of the manual.

4.3 Chapter 3. Delegation of Procurement Authority

The chapter describes the authorized officials, procurement authority and responsibility at various levels of organization in details. The Under Secretary General for Management is responsible for the procurement functions of the United Nations, shall establish all United Nations procurement systems and shall designate the officials responsible for performing procurement functions. The officials who have duly received a Delegation of Procurement Authority issued under the authority of the ASG/OCSS pursuant to Financial Rule 105.13 may enter into financial commitments relating to procurement activities on behalf of the United Nations. The authorized officials for procurement are clearly defined in the chapter of manual with the reference of related orders and rules. The procurement authority and responsibility are clearly defined by in the chapter for different offices of the UN organizations like Headquarter, Field Mission and OAHs.

4.4 Chapter 4. Ethical Standards in Procurement

This chapter describes the issues related to ethics of procurement abide by the UN organisations. This chapter describes the UN regulatory framework and the responsibilities of staff members in procurement. The staff members' responsibility is defined by this chapter of UN Procurement manual as follows:

“4.1.1a) Staff members must adhere to the ethical standards and responsibilities that apply to procurement activities in order to protect the integrity, fairness and transparency of the procurement process.”

The rules restrict some ethical issues mentioned in this chapter like specific instances of prohibited conduct, Honours, Gifts or Remuneration, conflict of interest etc. There is mention of financial rules of UN to be maintained by the staff in this chapter of manual. The following ethical issues are described and defined in the manual

- ✓ Conflict of Interest
- ✓ Confidentiality
- ✓ Financial Disclosure
- ✓ Gifts and Hospitality
- ✓ Post Employment Restrictions
- ✓ Corrupt, Fraudulent and Unethical Practices

Among the above issues, corrupt, fraudulent and unethical practices define a number of issues related to procurement.

4.5 Chapter 5. Global Compact

This chapter describes the issues related to global business. The manual describes that the UN encourages the responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalizations. There are ten principles mentioned related to four main categories in this chapter. The categories are as follows:

- ✓ Human Rights
- ✓ Labour
- ✓ Environment
- ✓ Anti-corruption

However, the participation in global compact has no relation to UN procurement system registration process or operations.

4.6 Chapter 6. Overview of the Procurement Process

The process of UN procurement is described in brief in this chapter. The process starts by the registration of potential suppliers. The UN in its sole discretion determines the eligibility of vendors and establishes a pool of vendors. In the next stage, the UN receives and evaluates the responses to solicitation and justifies both eligibility and financial requirements. Finally the contract is signed with successful bidders following negotiations and the contract is managed according to the manual. The unsuccessful bidders are notified accordingly and there is an option of debriefing also.

4.7 Chapter 7. Vendor Registration and Management

The UN maintains a centralized electronic Register of Vendors for sourcing the supply of UN needs for goods, services and works to HQ, OAHs and Field Missions. The United Nations Secretariat Register of vendors resides on United Nations Global Marketplace (UNGM). Using established criteria, the United Nations evaluates vendors' applications to determine whether the application complies with UN requirements and are thus eligible for registration. The UN awards contracts to vendors registered with the UN Secretariat through the vendor due diligence review process. The responsibility of vendor registration is stated by the chapter and done by a team designated by the Director, UN/PD. The Vendor Registration Officers, VRO(s) are responsible for administering and maintaining the register of vendors, including the evaluation of vendor registration applications and advising the vendor review committee on the status of vendor evaluations. The registration process of vendors and the pre-requisite of registration are described in details.

4.8 Chapter 8. The Acquisition Process

The chapter describes the acquisition planning, definitions of requirements and specifications, establishing of time-line, requirement and approval of funding and the survey of market in the manual. In the part of acquisition planning, there mention of three types of planning as listed below:

1. Short term planning
2. Long term planning
3. Annual plans

The detail requisition procedures from the requisitioners to procurement office and the responsibility of certifying officers are stated and defined in the manual. The functions, authority and responsibility of related offices and officers are well described in the process.

4.9 Chapter 9. The Solicitation Process

In this chapter, the detail solicitation procedures are divided into three parts and described accordingly. The parts are described separately in the following.

PART-1: Preparation for solicitation and vendor selection

PART-2: Methods of Solicitation

PART-3: Terms and conditions

and conditions are clearly described in the chapter and their applicability and uses are prescribed for procurement officers and the bidders.

4.10 Chapter 10. Management and Treatment of Vendor Submissions

The chapter describes the submission procedures and the responsibilities of related officers and vendors. Three types of options mentioned to be applicable for submissions are as follows:

1. Direct Submissions (Mail, Courier Service or Hand Delivery)
2. Facsimile Submissions
3. Electronic Submissions

But the later two submissions need to be permitted in the solicitation documents. The safeguarding procedures and consequences of unsolicited submissions are described. The reasons and conditions of unsolicited documents are defined by the section of the chapter. The conditions of withdrawal and modifications of submissions are described. The modifications due to errors and omissions, errors in affixing signature and clerical errors are described and their consequences are defined. The procedures for late submission and extension of submission closure deadline are described. Generally the late submissions are rejected except the following conditions as per the UN Procurement Manual:

1. Delay due to the fault of UN
2. Delay in delivery could not be reasonably foreseen by the bidder or force majeure

The submission procedures for RFQ are defined and stated as no public opening needed for. The detail of public opening procedures for submissions and the responsibility of public opening officers are defined. The attendance at submission opening and their responsibilities are defined by the section of the manual. The public submission opening officer should record the relevant information and read aloud the following as per UN Procurement Manual:

- ✓ Vendor's name
- ✓ The unit price of each line item
- ✓ Delivery period
- ✓ Total cost
- ✓ Payment terms and discount offered, if any
- ✓ Any other details specified by procurement officer

The information is recorded on the Solicitation Abstract Sheet and that sheet contains the following data:

- ✓ Price
- ✓ Quantity
- ✓ Objective
- ✓ Delivery time and schedule
- ✓ Compliance with specifications
- ✓ TOR or SOW
- ✓ Discounts, if any
- ✓ Warranty and after sales service

The availability of data after the opening and the time period for that is defined by the section of the chapter.

4.11 Chapter 11. The Source Selection Process

This chapter is divided into two parts and those parts are reviewed in the following:

PART-1: This part of the chapter mainly includes the processes, conditions and criteria form source selection to the opening of tender.

The criteria for rejection of submission and procedures of rejections, the necessity of source selection plan and details of that plans are described. The several types of committees, their functions, formation and responsibilities are defined. The importance and adherence to solicitation documents and the Solicitation Abstract Sheet are defined. The evaluation criteria and their types are described in details. The considerable factors for evaluation and the basis of categorization for evaluation criteria are stated.

PART-2: The part two includes the evaluation procedures, conditions applicable for various conditions and award procedures of contract. This part of chapter also describes the process of communications and debriefing. The discussions and negotiations with vendors and the conditions are explained in the chapter. The awarding procedures in details like recommendation of award, request for information from vendors, notice of consideration for award, statement of award and the award are described by the respective section of the chapter. The consequences after the award are described in the last few sections of the chapter. These include debriefing, letter of regret, legal review, contact number and obligations of fund etc.

4.12 Chapter 12. Organization and Functions of, and Review by, the HCC and LCC

This chapter mainly describes the organizational function of headquarter and local committee. The composition and responsibilities of both HCC and LCC are described in detail in relation to contract. The review procedures by the committee are described and the role of procurement officer with respect to committee is defined in the section of the chapter. The pre-clearance, meetings and decisions of the contract committee are defined by the respective section of this manual. The special case and emergency cases are also defined in the chapter. Two types of special cases and their consequences are defined by the UN Procurement Manual. The definitions of those special cases are given below:

1. Fully ex post facto cases: A procurement action, whether a written contractual instrument exists or not, in which goods or services have already been fully furnished prior to submission of the procurement action to the relevant Contracts Committee(s) for its advice and/or approval of all other appropriate officials.
2. Partially ex post facto cases: A procurement action, whether a written contractual instrument exists or not, in which goods or services have been provided in part prior to submission of the procurement action to the relevant Contracts Committee(s) for its advice and/or the approval of all other appropriate officials.

The procedures for the special cases and the responsibility of related committees are described in details.

4.13 Chapter 13. Contractual Instruments

The way the contracts between the parties are formed, conducted and governed called contractual instrument. The contractual instruments are used by the UN as follows:

- ✓ Blanket Purchase Orders (BPO)
- ✓ Purchase Orders
- ✓ Customized Contract (including System Contracts)
- ✓ Institutional Contractor Agreements (ICAs)
- ✓ Letter of Assists

One of the important and special types of contractual instrument is used internally in UN called Internal Purchase Orders. The internal purchase orders are issued internally within the UN to obligate funds against Contracts for future payment for goods or services provided under a Contract and are not sent to Vendors. The details procedures and conditions for Blanket Purchase Orders (BPO) are described with the threshold value of procurement. The Purchase Order (PO) is the appropriate contractual instrument only when there is no contract or in case of a Systems Contract. Generally, in complex and complicated conditions the contractual terms and conditions are formulated by negotiations to furnish the contract with the vendors called customized contract. The standard contract generally consists of followings as per UN Procurement Manual:

- ✓ Identifications of the parties
- ✓ Order of Precedence
- ✓ Specifications, TOR or SOW
- ✓ Duration/Term of Contract
- ✓ Responsibilities of the Vendor
- ✓ Responsibilities of UN
- ✓ Contract Monitoring and Supervision
- ✓ Reporting Requirements
- ✓ Payment Terms
- ✓ Payment Methods
- ✓ Liquidated Damages
- ✓ Performance Security
- ✓ Additional Insurance Requirements
- ✓ Warranties
- ✓ Amendment or Modification of Contract
- ✓ Notice Provisions
- ✓ Signatures of the parties

The details of system contract and the applicability with conditions for that type of contracts are described in the chapter. The system contract is generally awarded after competitive bidding. The ICA and the letter of assists type contracts with conditions and procedures are described in the chapter. Other contractual instruments like Memorandum of Understanding are mentioned in this chapter with reference to financial regulations.

4.14 Chapter 14. Delivery and Receiving Process

This chapter describes the process of receiving and inspection of materials and the responsibility of related department and their officers. The responsibility of UN

Headquarter and Field Offices are defined and the main responsibility stated to receive the materials at UNHQ belongs to the Travel and Transport Services (TTS) department. The detail procedures for receiving goods under various 'INCOTERM' are described. The responsibility of UN/PD and the procedures for them in receiving are depicted in the manual. The inspection procedures, the returning material to vendor and issues from the stores are guided by the manual. All the above procedures described to be completed with the aid software system named Integrated Management Information System (IMIS) for assurance of receipt.

4.15 Chapter 15. Contract Management and Administration

The contract management is a key element in the procurement process to ensure that Best Value for Money will be achieved throughout the acquisition process. The contract management includes Vendor Performance evaluation and rating on timely delivery, quality and assistance to the requisitioners and/or end-users. This chapter describes the process of contract management, vendor performance evaluation, vendor performance rating, contract administration, dispute resolution, amendments of contracts, subcontractor, contract closure, maintaining of files and contract logs. The functions and responsibility of contract management staff are defined in the manual. The process of vendor performance rating and the responsibility of related officers are described in the chapter. The performance of vendors is measured against several factors and those factors are stated in the manual. The remedial actions are described for below par performances of vendors. Five types of vendor performance rating forms are mentioned in the UN Procurement Manual as follows:

- ✓ Short Form of Specialist Report
- ✓ Supplier Performance Report
- ✓ Contractor Performance Report
- ✓ Short Term Air Charter Services
- ✓ CPR for Short Term Sea Transport Services

The dispute resolution procedures are described in details and the name the applicable laws are depicted in the manual like UNCITRAL Conciliation Rules and UNCITRAL Arbitration Rules. The three types of dispute resolution mechanisms mentioned in UN Procurement Manual as follows:

- ✓ Amicable Settlement (negotiation)
- ✓ Conciliation
- ✓ Arbitration

The responsibility and procedures for amicable settlement are described in details. The functions of the Office of the Legal Affairs (OLA) are also described on dispute resolution procedures. The contract amendment procedures are described with the responsibility of related officers. A vendor performance report is followed by the closure of contract to the procurement office. The maintenance of files is prescribed in the manual and divided into following phases:

- ✓ Pre-Solicitation
- ✓ Solicitation
- ✓ Vendor Responses

- ✓ Evaluation
- ✓ Award
- ✓ Post-award
- ✓ Others

The responsibility for keeping files and contract log are defined by the UN Procurement Manual.

4.16 Chapter 16. Property Disposal

The detail of property disposal is described in the chapter. For disposal, there is Property Survey Boards (PSB) and the responsibilities of the boards are defined by the manual. The responsibilities include the estimation of sales value, determine the exchange or replacement of property, transfer of surplus property to other projects, economical destruction of surplus or unserviceable property and justify the interest of UN through the disposal of property by gift or sale on nominal prices. The sales procedure starts with the preparation of solicitation documents which require approval of PSB. The minimum numbers of bidders and criteria of solicitation documents are defined by the manual. The treatment of the bids is defined and the property is sold to the bidder offering best value to the organizations. The sale is itemized and successful bidders are notified in writing with the lists of items. There is option of system contracts of continuing sale of items over a period of time. There are two other options than solicitations named negotiation or ‘Spot Sales’ and trade-in. The negotiations or spot sales are restricted by the threshold value. The amount of bid security or deposits and the procedures for deposits are described by the manual. The procedures for bill of sale and timeline of issuing the bill are also defined by the manual in this chapter. The timeline for removal of property is guided by in this chapter. The details procedures of disposition of assets of UN peacekeeping missions are described in the chapter. The procedures of disposal of real property are defined by the UN procurement Manual as follows:

“Any proposed sale of real or immovable property owned by the United Nations shall be referred to the Office of Legal Affairs for advice, wherever appropriate.”

5.0 REVIEW OF UNCITRAL MODEL LAW ON PUBLIC PROCUREMENT

This law is formulated by United Nation Commission on International Trade Law with the purpose of furthering the progressive harmonization and unification of the law of international trade in the interests of all peoples, in particular those of developing countries. The UNCITRAL model of law on public procurement consists of total eight (8) chapter and 69 articles. The chapters describe several definitions, procurement methods, detail procedures for procurement methods and the challenging proceeding. The chapters are briefly described below with the headline:

5.1 Chapter-I: General Provisions

The General Provisions chapter describes a number of points relating to procurement, scope of law, definitions and suppliers. There are total 26 articles in this chapter to describe the issues. The communication procedures for procurement are described by the article 7 in details. The means of communication and the confidentiality of information are defined. The qualifications of suppliers and contractors are defined by the article. The

evaluation criteria are described by the article and all the non-price criteria are defined by the Article 11(4) of UNCITRAL Model Law. The confidentiality and disclosure of information is clearly defined by the article and their applicability is also briefly stated for fair competition. This chapter provides the guideline of maintaining Audit-trails and necessary information of suppliers and contractors. The Article 26 of UNCITRAL Model Law provides the guidelines for enactment of Code of Ethics for employees, officers, procuring entities and also describes the necessity of maintaining systematic way of application and training on that Code of ethics. Most of the above issues are referred to some related laws and other articles of this law.

5.2 Chapter-II: Method of Procurement and Their Condition; Solicitation and Notices of the Procurement

Different types of procurement methods mentioned in this chapter of UNCITRAL Model Law. The OTM is preferred method of procurement and the use of other procurement methods need to be justified by the relevant conditions and article of this Law. This chapter describes the basic conditions of requirement for using other methods of procurement than OTM that are describes in detail in following chapter of the Law. The conditions mentioned in the article for RTM in UNCITRAL Model Law are summarized below:

- ✓ Highly Complex
- ✓ Specialized Nature
- ✓ Available from Limited sources
- ✓ The require time and cost is disproportionate to the value of procurement

The conditions for using RFQ, RFP, TSTM, Electronic Reverse Auction and Framework Agreement are also defined by the article of this chapter. The solicitation and publications procedures of several types tendering methods are also described in the chapter. All the procedures of above refer to related articles of the Law.

5.3 Chapter-III: Open Tendering

This chapter describes the details proceedings of Open Tendering Method of procurement. The chapter is divided into three sections to describe various part of tendering. The first section of chapter describes the process of solicitation, content of invitation tender, provision of solicitation documents and content of solicitation documents for OTM. The process and detail of related points are described in detail. The second section describes the detail procedures of tender presentation by the suppliers or contractors. One of the remarkable criteria of two way communication is defined by the Sub-Article 42(2) (b) of UNCITRAL Model Law. The period of tender validity or effectiveness, modifications and withdrawals are defined by the article of the chapter. The third and final section of the chapter describes the evaluation procedures of OTM that includes the opening, examination and evaluation of tender. The negotiations with the suppliers or contractors are prohibited by the article of this chapter for OTM. The proceedings also refer to some other related articles of the Law in this section of chapter.

5.4 Chapter-IV: Procedures for Restricted Tendering; Request for Quotation and Request for Proposal without Negotiation

In this chapter, the descriptions of three types of tendering methods are stated in brief. The method, RFQ is barred from any kind of modifications, withdrawal and negotiations. Only one price quotation with all possible applicable charges included to be priced by the bidders in RFQ method. The RFP without negotiation is described in details with require necessary conditions. The procedures are described as two envelope tendering method and the first envelope contains the technical, quality and performance proposal and the second one contains the financial proposals. The first envelope is opened first and examined and evaluated with require criteria. This examination and evaluation reflects the ability of bidders to perform the task and qualify them on the basis of pass-fail criteria. The non-responsive or failed bidders are notified by a notice of rejection and the reasons for the rejection, together with the unopened envelope containing the financial aspects of the proposal. The responsive suppliers or contractors are invited to the opening of financial proposal and the score of the technical, quality and performance characteristics of each responsive proposal and the corresponding financial aspect of that proposal is read out in the presence of the suppliers or contractors.

5.5 Chapter-V: Procedures for Two-Stage Tendering; Request for Proposal with Dialogue; Request for Consecutive Negotiations; Competitive Negotiation and Single Sourcing Procurement

In this chapter of UNCITRAL Model Law, a number of tendering methods are described with their require conditions. The methods are listed as follows:

1. Two-Stage Tendering Method
2. RFP with Dialogue
3. RFP with Consecutive Negotiations
4. Competitive Negotiation
5. Single Source Procurement

There is provision of discussion with suppliers or contractors after initial responsive bidding Two-Stage Tendering Method. While discussing with the suppliers or contractors, the PE are directed by this Law to maintain equal opportunity to participate the discussions. The discussions are generally covered by the above mentioned criteria by the initial proposals. In the second stage, the PE invites the tender from the initial responsive bidders to present final tender with prices in response to a revised set of terms and conditions of procurement. The revisions of terms and conditions of tender are guided by the articles of this Law and in no condition; the PE can modify the subject matter of procurement. Actually the revising gives the PE to refine the aspects of the descriptions of subject matter of procurement. Any deletion, modification or addition made by the PE is guided to be communicated to the suppliers or contractors. Any suppliers or contractors are entitled to withdraw from the tendering process without forfeiting the tender security. Finally the submitted tenders are evaluated to determine the successful tender.

The RFP with dialogue is described in this chapter. The RFP with dialogue is stated to be conducted by two ways –

1. With Pre-Selection

2. Without Pre-Selection

The RFP with consecutive negotiations proceedings are described in the chapter. The initial submission of proposal by the suppliers or contractor will result in a ranking of responsive bidder. The ranking is prepared by the criteria of technical, quality and performance characteristics of proposal. The negotiation then conducted according to the ranking of the supplier or contractor as long as the contract is awarded. The best ranked contractor or supplier gets the opportunity first for negotiation. The negotiation mainly concerns the financial characteristics of proposal. During negotiation, the PE is restricted from modification of subject matter of procurement and any other qualification criteria of proposal. The PE cannot reopen the negotiation to any supplier or contractor with which it has terminated the negotiations. In the method of competitive negotiation, the PE conducts negotiation with a sufficient number of suppliers or contractors to ensure effective competition. After the negotiations, the PE request for the best and final offer from the responsive suppliers or contractors and finally evaluated best offer is selected for awarding the contract. Single source procurement is defined by the article in this chapter of UNCITRAL Model Law. The negotiation and the scope of negotiation are also defined by the article. Most of the articles of the chapters refer to other related articles, especially the chapter II, procurement method and conditions of this Law.

5.6 Chapter-VI: Electronic Reverse Auctions

This chapter describes the detail electronic procedures for reverse auction as stand-alone procurement system. Generally reverse auction gives the suppliers or contractors the opportunity to bid multiple times in a tender before the deadline of submission. For effective competition, the minimum number of suppliers or contractors is required to be register in this method of procurement. The other criteria of eligibility for suppliers or contractors are guided by the elated article of the Law. This chapter also describes the reverse auction as a phase of procurement where the award criteria to contract to be held by the auction. The detail criteria for this type of auction solicitation by the PE are defined by the article. The registration and the timing of electronic reverse auction are specifically defined by the article of this chapter. There are some other requirements or consequences of electronic reverse auction which are defined in this chapter.

5.7 Chapter-VII: Framework Agreement Procedures

In this chapter of the law, two types of framework agreements are described and those are as follows:

1. Close Framework Agreement
2. Open Framework Agreement

The detail procedures of both types of Framework agreement are described with require conditions for those types of agreement. Both types of agreements are guided to be for specific time period in this chapter. The basic difference between Open and Close Framework is all the suppliers or contractors are contracted at time in Close Framework and the suppliers or contractors can be selected at any time over the period of operation in Open Framework Agreement. The procedures for Framework agreements are described as two stage of Tendering process. The first stage is to select the suppliers or contractors

for agreement and the second stage is a competition among those suppliers to award the contract. For Open Framework Agreement, the maximum number of suppliers or contractors may be fixed by the PE. The change in terms and conditions of agreement is restricted by the article during the period of operation.

5.8 Chapter-VIII: Challenge Proceedings

The right of a supplier or contractor to challenge the decision of procuring entity is reserved by the Law and the procedure is described by the Article 64-69. The challenge to the decision of PE can be best described by the Sub-Article 64(1) of UNCITRAL Model Law. All above decisions are to be challenged by supplier or contractor in Court. The confidentiality of challenge is specifically described in the article 69 of UNCITRAL Model Law. The suspension of procurement decision may or may not be suspended after getting the appeal of review from the suppliers or contractors. The suspension decision has some conditions and review authority is solely authorized for suspension. There are guidelines for non disclosure of information and no public hearing in the event of challenge proceedings other than in Court.

6.0 ANALYSIS AND FINDINGS

The study of SRFPs is analyzed with comparing to UN procurement manual in several points of considerations. The research question was to find out the similarity and dissimilarity of Standard Tender Documents (SRFP) with the rules and procedures of PPR and UN procurement manual with the help of UNCITRAL Model Law of Public Procurement. So, the analysis is confined with those considering following issues:

6.1 Communication Proceedings

The communication is the process of exchanging information. It can be defined as the purposeful activity of exchanging information and meaning across space and time using various technical or natural means, whichever is available or preferred. The communication can be one or both ways. Effective communication is the both way information sharing process which involves one party sending a message or information that is easily understood by the receiving party. The type of communication is as follows:

- ✓ Non-verbal Communication
- ✓ Verbal Communication
- ✓ Oral Communication
- ✓ Business Communication

The communication between the PE and consultants are business communication. The business communication is generally written communication for its applicability as a part of contract and evidence. In the case of selection of consultants, the communications are mainly associated with the following events:

- ✓ Advertisement
- ✓ Invitation
- ✓ Pre-tender meeting
- ✓ Clarifications
- ✓ Submission
- ✓ Addenda

- ✓ Negotiations
- ✓ Request for validity extension
- ✓ NOA and it's publication
- ✓ PO
- ✓ Contract Award
- ✓ Rejection Notice
- ✓ Debriefing

The most of the above events are guided in the SRFP Document PS7 & PS11. One of the major differences found in communication procedures especially for high value selection documents like Standard Documents and PPR, 2008 with the UN Procurement Manual is the obligation of debriefing. The debriefing to unsuccessful bidders are optional in SRFPs and PPR 2008. Categorically it depends upon the request from the Consultants. All the communications are protected by the disclosure clauses in pursuant to the Rule 31 Of PPR 2008. Any type of confidentiality disclosure by consultant resulting the consequence of debarring or blacklisting as per the provision of Rule-127 of PPR, 2008. If PE's official staff disclose the confidentiality they will face the proceeding as per the provision of misconduct described in PPA, 2006. All the communications procedures applicable but the written form of communication is preferred in almost every situation and other forms of communication must be supported in writing and legally authorized. In case e-GP, the rules are said to be formulated separately in PPR 2008 and no indication is shown in SRFPs. The publications of notices of tender above certain threshold are mandatory in both organizations and CPTU website. This is similar to the publications of notices on UNGM website for UN procurement proceedings. Again, the publications of NOA above threshold are similar to the procedures of publications of award for UN procurement. The advertisements of tenders on newspaper are same with some exception in case of low value procurement of RFQ method. The options for advertisement of proposal are clearly defined by the rules of PPR 2008 with respect to the method of procurements. So the advertisement procedures of SPDs are harmonized with the rules of PPR and very much similar to UN Procurement Manual.

6.2 Contract Termination

Contract agreement signs between Procuring Entity and successful Consultant with the provision of witnesses. It is not necessary to sign the contract on non judicial stamp that normally practices in Bangladesh. According to Stamp Act contract agreement can sign on white paper instead of non-judicial stamp. Termination can be defined as the ending of contract between the parties. The termination of contract may be either in full or partial. There are several types of ending of contract and this is one of the most critical parts of contract. The terminations are mainly dependent on situation. The termination may raise the litigation hazards for both the parties. All parties in to the contract wish a happy and successful ending of contract. A perfect document is said to be have a clear and transparent options of contract termination to avoid the litigation hazards. There are number of options for contract termination described in the SRFPs of PPR 2008 and also in UN Procurement Manual. The comparative measures for termination of contracts are shown in tabular format below:

	PS7	PS11	UN Procurement Manual
Types of Termination	Yes	Yes	The clauses of terminations are not clearly specified but procurement from registered vendor gives the opportunity to disqualify the vendor on the ground of ineligibility of supplier which includes all the points discussed here.
Engaged in CFCC Practice	Yes	Yes	
Fails to perform any obligations	Yes	Yes	
Insolvency or Bankruptcy	Yes	Yes	
Termination for Convenience	Yes		

The contract closure is followed by the evaluation of vendor rating of UN suppliers. The termination clauses protect the PE's right from the unwanted situations but there is very little protection for the Consultants in SRFP of PPR 2008. All the termination clauses are in favor of PE. The PE may terminate the contract with contractors giving 28 (Twenty Eight) days written notice by the termination for convenience clauses. In this case, the performed portion of contract or delivered services is paid by the PE according to the contract prices. And the PE can cancel the remainder and pay to the Contractor an agreed amount for partially completed and/or performed services and for materials and parts previously procured by the Consultant. Moreover contract comes to closure after deliver the assigned services.

6.3 Dispute Resolution

There are a number of dispute resolution techniques available. Some of the dispute resolution techniques are described below.

Negotiation (Amicable Settlement): It is a kind of alternative dispute resolution techniques. Negotiation is voluntary process by which parties attempt to reach a mutually satisfactory agreement through informal and unstructured discussions. Successful negotiation typically focus on problem solving and trying to satisfying both parties interests without determining who is right and who is wrong. (Wikipedia)

Mediation: It is similar in many respects to negotiation. It is also generally private, voluntary and informal. The focus of Mediation is problem-solving rather than on determining who is right and who is wrong. In Mediation, a mutual third party is chosen by the agreement to help the parties to resolve the dispute. (Wikipedia)

Conciliation: It is a technique whereby the parties to a dispute use a conciliator, who meets both the parties separately and together in attempts to resolves their differences. The conciliator has no authority to seek evidence and usually writes no decision, and makes no award. (Wikipedia)

Adjudication: It is the process of dispute resolution where an independent Adjudicator or Adjudicators reviews the evidence and arguments including legal reasoning set forth by the opposing parties to come to a decision which determines rights and obligations between the parties involved. (Wikipedia)

Arbitration: It is dispute resolution techniques where a dispute is submitted to one or more impartial persons usually experts in the subject matter. The arbitrator decision is private and binding to both parties (Wikipedia).

The applicable dispute resolution techniques from both SRFPs and depicted in UN Procurement Manual are shown in a tabular form for ease of comparison.

Sl. No	Dispute Resolution Techniques	PS7	PS11	UN Procurement Manual
1	Amicable settlement (Negotiation)	Yes	Yes	Yes
2	Conciliation	No	No	Yes
3	Adjudication	Yes	Yes	No
4	Arbitration	Yes	Yes	Yes

There is no option of mediation in the above SRFPs of PPR, 2008 and UN Procurement Manual. The applicable rules and law for SRFPs of PPR, 2008 is Arbitration Act (Act No 1 of 2001) of Bangladesh for national tenders and local Consultants. In case of international contract, the PE has the right to choose the following options for Arbitration defined in the GCC Clause 74(1) & 74(2) of SRFP, PS11.

- a) UNCITRAL Arbitration Rules
- b) The Rules of ICC
- c) The Rules of Arbitration Institute of Stockholm Chamber of Commerce
- d) The Rules of London Court of International Arbitration

The option to choose one of above two gives the suitability and variety in their contract. But these options are against the process of standardization of contracting criteria and may create difficulty for both the parties. Again selecting of different option for different contract may raise the question of inconsistency from the side of consultants. For UN procurement the applicable rules are UNCITRAL Conciliation Rules and UNCITRAL Arbitration Rules. So, the dispute settlement techniques applied for SRFPs is less legal bound than that of UN Procurement Manual. The litigation applicable for each of the above is completely legally bound. The dispute resolutions in SRFPs of PPR 2008 are more focused on informal and amicable settlement. Depending on the complexity the dispute resolution mechanisms are provided in the respective Standard Proposal Documents of PPR 2008.

6.4 Eligibility

The eligibility of Consultants means the legal capacity, the technical and financial ability to perform the task to be asked by PE. The eligibility is ensured by some evidences and certificates provided by the Consultants. The legal capacity of Consultants stated in SRFPs is verified by the Valid Trade License, Tax Identification Number and VAT Registration Number. Others requirements for ability to perform tasks are identified by the years of experiences, eligibility declaration, litigation history, not barred from

participating public procurement. Eligibility criteria are classified into four types. Those are General criteria, Litigation history, Specific criteria & Financial criteria. The General Criteria defines the general experience of the consultant. Specific criteria means the specific experience in a particular consultation service performed by the consultant within a particular period of time. The financial capacity of Consultants in SRFPs is defined by the criteria of solvency. On the other hand, the eligibility criteria in UN Procurement Manual are categorized into three stages of vendor registration depending on the value of contract estimation. Moreover, UN Procurement Manual describes some extra criteria to promote anticorruption, labour rights, human rights and environment issues. However the comparative scenarios of basic eligibility are shown in following table:

Criteria	PS7	PS11	UN Manual
Not Bankrupt / In receivership	Require	Require	Require
Not Engage in (CFCC) Practice	Require	Require	Require
Do not employ staffs who are or have been staff of PE within year.	Not Necessary	Not Necessary	Require
Declaration of Eligibility	Require	Require	Not Mentioned
Trade License	Require	Require	Require
TIN Certificate	Require	Require	Require
VAT Registration	Require	Require	Require
Minimum Number of Litigation History	Require	Require	Not Mentioned

The eligibility of services are not declared in the manuals and SPDs but according to the laws of various national and international organizations, no forbidden criminal activities as services can be procured under any circumstances. Though some of the criteria not explicitly mentioned in the SRFPs and UN Procurement Manual are assumed to be implied. The criteria of SRFPs are well managed considering the method and threshold of procurement. At last, it is seen from the comparative analysis of eligibility the criteria of SRFPs are almost same as those of UN Procurement Manual. Eligibility criteria need to prove by providing valid relevant documents.

6.5 Ethical Standards

Ethical standards in procurement / consultant selection are different in different laws and areas of the worlds. As for example, simple dairy & calendar are permitted according to CIPS Ethical codes. On the other hand light refreshment & hospitality is permitted in other laws. Ethics can be defined as the perception of doing right or wrong. The ethics can be categorized in several levels such as personal, organizational and industrial. In this study, the ethical standards of procurement systems are analyzed and compared. The use of ethical standard determines the equitable and transparent use rules for all concerned. As one of the largest organizations, the UN requires a number of standards on ethical issues and it maintains the ethical standard on very high node. The unethical practices are defined in the SRFPs and the consequences for those practices are specifically defined.

For any kind of unethical practices the PE retains the right to declare the Consultants ineligible. The issues related to ethical standards of UN Procurement Manual are compared to the SPDs in the following table:

Issues of UN Procurement Manual	PS7	PS11
Oath of the office	No	No
Conflict of interest	Yes	Yes
Confidentiality or disclosure of information	No	No
Financial Disclosure	Yes	Yes
Gifts and Hospitality	No	No
Post retirement restrictions	No	No
Fraudulent practice	Yes	Yes
Corrupt Practice	Yes	Yes
Unethical Practices under United Nations Supplier Code of Conduct	No	No
Extortion or Coercion	Yes	Yes
Collusive or Bid Rigging	Yes	Yes

Some of the ethical standards mentioned in the UN Procurement Manual are only applicable for their procurement. Again some issues related to ethical use are in more elaborated form in UN Procurement Manual than that of SPDs. In SPDs, the unethical practices are defined by four points of Corrupt, Fraudulent, Coercive and Collusive practices. Only other very important ethical issues are clearly mentioned in all the SPDs is the conflict of interest. From the above comparative table of ethical issues, it can be said that the minimum requirements for procurement is fulfilled in the SPDs. Other issues are related to the formulation of laws and code of conduct that require legal support of other laws in jurisdiction of procurement act, PPA 2006 and rules, PPR 2008. Ethical practice and moral values are some time more than laws and regulations. As for example, in Malaysia there is no Public Procurement Act or Rules yet. But their procurement is quality procurement due to maintaining the high ethical practice in procurement process especially in Tender / Proposal evaluation. Another area of Ethical Practice is “Conflict of Interest”. There is a provision to maintain the Conflict of Interest in UN procurement manual & the SPDs of PS7 & PS11 for national & international consultant selection in Bangladesh.

6.6 Incentives

The incentives can be defined as the system or mechanisms by which the performance of the suppliers enhanced or accelerate to finish. There are both positive and negative types of incentives available in practice. There are no options of positive incentives for the bidders except advance payment options. And this advance payment option is very much restricted and applicable in certain circumstances. However, the study of the Standard Proposal Documents identifies some of the conditions that can be considered as negative incentives, like indemnification. The incentives mechanisms for UN procurement Manuals are more wide and applicable in various issues than that of the SPDs of PPR

2008. The applicable incentive mechanisms of UN Procurement Manuals are listed below:

- Advanced payment
- Progress payment
- Fixed Price with Escalation
- Cost Plus Pricing
- Fixed Fee

However the less incentive mechanisms for Consultant Selection by the PPR 2008 is reflected in the SPDs makes it easier to apply and riskier & costlier for the PE in the long run. The loss is minimized by the preferred competitive selection method and single source basis selection. For longer term relationship, the SPDs are less feasible than the terms and conditions mentioned in the UN Procurement Manual. In case of volatile market conditions, the procurement with the terms and conditions of these SPDs are very difficult to conclude and PE may fail to procure within require time and as and when require. In our country positive should be practiced and provision should be incorporated in Public Procurement Rules to boast up the consultant to perform their service. Intellectual service should be appreciated if performed early and it should be honoured. There is no provision of advance payment if public procurement if it is with the revenue budget. Provision should be there whatever the source of money in public procurement to motivate the consultant to start the work.

6.7 Payment Procedures

Payments in respect of the Services shall be made in line with outputs according to the payment schedule. The percent payment is made after the acceptance of delivery of assigned services. The scope of advance payment and interim payment are there in PS7 & PS11. Consultant is needed to submit many reports i.e initial report, quarterly report, mid-term report and final report. Payment is related with report submission. Until and unless the consultant submits the assigned report it will not get the claimed payment. In case of international consultant payment may be quoted and paid in both in BDT and quoted foreign currency. The rate of foreign currency calculates following the mechanism written in the PCC. The payment schedule for SPDs and UN Procurement Manual are tabulated below:

Terms & Conditions	PS7	PS11	UN Procurement Manual
100% Payment	Yes	Yes	Yes
Advanced Payment	Yes	Yes	Yes
Progress Payment	Yes	Yes	Yes
Refund Schedule of Performance Security	No option of PS	No option of PS	30 Days
Amount of Performance Security	Not required	Not required	10%
Form of Performance Security	Not Applicable	Not Applicable	Cash Deposit or Letter of Credit or BG or Surety Bond or Retention of Payment or Other forms of Security
Form of Tender Security	Not Applicable	Not Applicable	Cash Deposit or Certified Check or Letter of Credit or BG or Surety Bond or Retention of Payment or Other forms of Security

6.8 Pricing Mechanisms

There are several types of pricing mechanisms are mentioned in UN Procurement Manual. The advantages and circumstances of applications are also explained in UN Procurement Manual. The study identifies the pricing mechanism of SPDs and that is in some cases unit rate basis. As for example the consultant personal remuneration generally remains fixed over the contract period. The currency of contract price is mentioned as BDT in PS7. In case of international procurement by the SPD, PS11; there are options for other currency as allowed by the PE. In general, the rate remains fixed for services, with very special circumstances, the adjustment of price is allowed. That means, the pricing mechanism of SPDs can be defined as Firm Fixed Price without escalation. The applicable pricing mechanisms are listed in the following table:

Sl. No	The Pricing Mechanism	SPD (PG1)	SPD (PG2)	UN Procurement Manual
1	Firm Fixed Price without escalation	Yes	Yes	Yes
2	Firm Fixed Price with escalation	No	No	Yes
3	Fixed Fee	No	No	Yes
4	Cost plus Pricing	No	No	Yes

Being applicable for goods, works and services all kinds of pricing mechanisms are mentioned in the UN Procurement Manual. For example 'Fixed Fee' pricing mechanisms are suitable for services only. However, the only applicable pricing mechanism for SPD is Firm Fixed Price without escalation. So the pricing mechanism of the PS7 is said to be less flexible than that of the UN Procurement Manual. The less flexibility of pricing arrangements makes the SPDs simple and easy to application. On the other hand less flexibility of pricing is not much attractive for the Consultants in the longer term contract and the contract becomes less sustainable in volatile market where the price fluctuations are very common. And in the long run, the PE incurs more cost for the goods, works and services. For the sake national interest of Bangladesh in pursuant of the Rule 117(26d) of PPR 2008, the 'Domestic Preference' is allowed for international tendering and therefore by the SPD, PS11. The domestic preference for the local consultant by maximum 10 (points) out of the 100. The conversion of single currency is defined in the SPD, PS11 by the selling exchange of the Central Bank of Bangladesh, Bangladesh Bank. The price adjustment provision is applicable on special cases. The taxes, duties, fees and such other levies are generally paid by the PE and the conditions are pretty similar in both SPDs, UN Procurement Manual, UNCITRAL Model Law on Public Procurement and PPR 2008.

6.9 Time

If time is the main essence of performing services; failure of non-performing services in time tends to the failure of the contract. Time is very important for procurement of goods

and services. Right time is one of the R of 'Five R' of procurement that ensure the efficiency and effectiveness of the PE. Time or schedule also provides the concerned a guideline of doing the task. It helps to measure the performance of both the Bidders and PE. The very tight schedule means the less flexibility for the consultants and may raise the questions of ethics and legal issues. Again flexible time or schedule may costs extra and wastage of time only. In case of very tight schedule, the consultant may cut the cornerstone and/or demand more prices for the performed services. Being legal issue, the timeline for procurement is defined in the STDs clearly for the convenient use by the concerned parties. The time schedule for various issues procurement of STDs is shown in table below:

Issues/Criteria	PS7	PS11	UN Procurement Manual
NOA issue after approval	7 days	7 days	Not defined
Contract come into force	Within the validity period	Within the validity period	Not defined
Payment deadline	Accepting final Report	Accepting final Report	30 days
Time extension by PE	Yes	Yes	Not defined

The most of the cases the timeline is not defined in the procurement manual as it is only the guideline for procurement rules. The options mainly depend on the PE to decide the timeline for procurement related issues. But one of the most important issues are defined in UN procurement Manual is the payment deadline. However, the fixed timeframe for issues of procurement makes the SPDs more effective and easily understandable to all concerned.

7.0 CONCLUSION AND RECOMENDATION

In this part of conclusion, the study of SPD of PPR, 2008 those are actually the form application of the Law, PPA 2006 and Rules, PPR 2008, this is necessary to mention the causes of introducing that Act and Rules. In the awake of new millennium, the procurement reform process of Bangladesh is started and the CPAR was published in 2002. The deficiencies found and mentioned in the CPAR for Bangladesh are as follows:

- ✓ Absent of Legal Framework
- ✓ Bureaucratic procedures leading to delay in decision making
- ✓ Lack of competent staff to carry out procurement functions
- ✓ Poor quality of documentation
- ✓ Ineffective contract administration

The consideration of the above lacking makes it easy to conclude the study. The other report like 'Assessment of implementation of public procurement regulations' by the World Bank finds various difficulties on several issues including the issue related to the

tender documents and their low thresholds. However, the conclusive findings of the study are described in the following paragraph.

7.1 Recommendations:

The study finds that the objectives of PPR 2008 vary from that of UN Procurement Manual. The environmental issue is absent in all STDs and PPR 2008. Only the PE can take necessary steps for environmental consideration through setting the clauses and preparing specification accordingly. The PPR 2008 and the STDs have prejudice to efficiency and that is why almost all major activities are time bound by the rules. The public procurement is mainly concern with social development issue and dedicated for people. The PPA 2006 and PPR 2008 are formulated to protect the greater interest of the people of Bangladesh. A vital point of 'Triple Bottom Line' of procurement, social issue is not clearly mentioned in PPR 2008 and hence in the SPDs. For improvement of the SPDs, the following possible steps could be taken:

- SPDs should be easier, understandable & user friendly.
- Provision of Performance Security can be incorporated in the PPR as well as the SPDs.
- The similar clauses are indicated by same number in all the SPDs for convenient use.
- The threshold value of SPDs could be updated regularly.
- All the SPDs are to be prepared and finalized soon.
- The environmental issues could be included to ensure responsible procurement.
- The social issue could be included.
- The emergency consultant selection document could be formulated.
- The options for Applicable Arbitration Rules could be limited to one or maximum two for consistency of contract.
- The Small and Medium Enterprises could be addressed and facilitated for greater national interest.
- Discrimination should be avoided in case of international consultant selection

If the SPDs could be modified accordingly to ensure sustainable and responsible consultant selection, the private organisations would be motivated to use the SPDs as Model Form Contract. Finally for the greater interest of society, environment and the people of all concern the SPDs and PPR 2008 could be modified and updated.

7.2 Conclusion

It is relevant to find out the answer of research question from the objective of the study. The SRFPs are different from the application point of view and the method of REOI. The SPDs (PS7 & PS11) are prepared for national and international consultant selection method in different threshold value. Both the SPDs are started with the guidance of application for all concern who wishes to use those documents. The SPDs are well harmonized in principles of PPA 2006 and PPR 2008. In some cases the clarifications and any questions related to consultant selection are referred to the PPA 2006 and PPR 2008

makes the STDs completely tuned with the tone. Two major defaults of SPDs found that they are still in draft format and some of the SPDs like PS1 & PS2 are yet to be formulated and found in CPTU website. The similarities and dissimilarities between the SPDs and the principles of UN Procurement Manual are stated as per the issue of this study. There are more issues to find out the comparative status between the SPDs and UN Procurement Manual like the study 'Comparison of Intellectual and Professional service contract evaluation procedure: PPR-2008 Vs World Bank and ADB (Islam, 2013). The study finds a number of dissimilarities and also a good number of similarities between the STDs and UN Procurement Manual. The dissimilarities found can be described as minor deviation considering the context of procurement and organizational structure. There are some limitations while performing this dissertation like the study has been confined with literature review especially the comparison of some procurement related issues from the SPD with the respective and relevant issues of UN procurement manual. The standard procurement documents are prepared for various threshold value and solicitation procedures. If all the aspects of SPD are taken into consideration for comparison with the similar bidding documents of UN procurement then the findings will be more specific and accurate. Again the questionnaires to the relevant subject matter experts both SPD (PS7 & PS11) of PPR and UN Procurement system will make the findings more practical, critical and problems oriented to the subject matter. The study considers the selected issues those are very generalized to all kind of procurement methods. If the comparison considers the methods of consultant selection for critical review then the future studies will be more subjective and comprehensive. Moreover the findings and analyses of the study can be used for further topic related studies in future.

8. REFERENCES

1. Islam, Md. Rashedul 2013, 'Comparison of Intellectual and Professional service contract evaluation procedure: PPR-2008 Vs World Bank and ADB' Masters Thesis, BRAC University, Downloaded on 10th July 2014. <http://hdl.handle.net/10361/2677>
2. Request for Proposals Documents, CPTU, IMED, Ministry Of Planning, downloaded on 24 January 2016. <http://cptu.gov.bd/RFP.aspx>
3. The Public Procurement Act 2006. Government Peoples Republic of Bangladesh, Bangladesh Gazette, Dated: 27 January 2008.
4. The Public Procurement Rules 2008. Government Peoples Republic of Bangladesh, Bangladesh Gazette, Dated: 28 January 2008.
5. UNCITRAL. 2014. UNCITRAL Model Law on Public Procurement 2011. New York, United Nations, vied on 16th August, 2014, <http://www.uncitral.org/pdf/english/texts/procurem/ml-procurement-2011/2011-Model-Law-on-Public-Procurement-e.pdf>
6. UN Procurement Manual, Version 7.0- July 2013, Procurement Division, New York, United Nations Downloaded on 23 June 2014.

<http://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/pm.pdf>

7. Wikipedia <http://en.wikipedia.org>
8. World Bank. 2002. *Bangladesh - Country procurement assessment report*. Washington, DC: World Bank, viewed on 25th August, 2014
<http://documents.worldbank.org/curated/en/2002/05/1792432/bangladesh-country-procurement-assessment-report>
9. World Bank. 2002. *Bangladesh - Public Procurement Reform Project*. Washington, DC: World Bank, viewed on 1st September 2014,
<http://documents.worldbank.org/curated/en/2002/04/1756377/bangladesh-public-procurement-reform-project>
10. World Bank. 2007. *Bangladesh - Second Public Procurement Reform Project*. Washington, DC: World Bank, viewed on 28th August 2014,
<http://documents.worldbank.org/curated/en/2007/05/7671042/bangladesh-second-public-procurement-reform-project>
11. World Bank. 2009. Bangladesh- Assessment of implementation of public procurement regulations: model/survey note. Washington, DC: World Bank, view on 7 December, 2014

<http://documents.worldbank.org/curated/en/2009/06/16242863/bangladesh-assessment-implementation-public-procurement-regulations-modelsurvey-note>