

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
বাংলাদেশ পরিসংখ্যান ব্যুরো
ন্যাশনাল হাউজহোল্ড ডাটাবেইজ (এনএইচডি) প্রকল্প
পরিসংখ্যান ভবন (১০ম তলা, ব্লক-এ)
ই-২৭/এ, আগারগাঁও, ঢাকা-১২০৭।

স্মারক নং- ৫২.০৩১.০০৭.০০১.০৩.১৮৫.২০১৫-৮০৭

তারিখঃ ০৭/০১/২০১৬

বিষয় : বিজ্ঞাপন প্রকাশ প্রসংগে।

ন্যাশনাল হাউজহোল্ড ডাটাবেইজ (এনএইচডি) প্রকল্পের আওতায় Financial Management Specialist নিয়োগের জন্য এতদসংগে সংযুক্ত ১টি Request for Expression of Interest for Individual Consultant বিজ্ঞপ্তি আপনার পত্রিকায় আগামী ১২/০১/২০১৬ইং তারিখের পূর্বে প্রতিটি সংস্করণে ১ (এক) দিন প্রকাশের ব্যবস্থা গ্রহণের জন্য অনুরোধ করা হ'ল।



ড. এম এমদাদুল হক
(অতিরিক্ত সচিব)
প্রকল্প পরিচালক

বিতরণঃ

- (১) বিজ্ঞাপন ম্যানেজার, দৈনিক প্রথম আলো, সিএ ভবন, ১০০ কাজী নজরুল ইসলাম এ্যাভিনিউ, কারওয়ান বাজার, ঢাকা-১২১৫।
- (২) বিজ্ঞাপন ম্যানেজার, দৈনিক ইত্তেফাক, ৪০ কারওয়ান বাজার, ঢাকা-১২১৫।
- (৩) বিজ্ঞাপন ম্যানেজার, দৈনিক বাংলাদেশ প্রতিদিন, প্লট নং- সি/৫২, ব্লক-কে, বসুন্ধরা, খিলক্ষেত, বাড্ডা, ঢাকা-১২২৯।
- (৪) বিজ্ঞাপন ম্যানেজার, The Daily Star, ৬৪-৬৫, কাজী নজরুল ইসলাম এ্যাভিনিউ, ঢাকা-১২১৫।

অনুলিপি কার্যার্থেঃ

- (১) উপ-সচিব, তথ্য ব্যবস্থাপনা-২, পরিসংখ্যান ও তথ্য ব্যবস্থাপনা বিভাগ, পরিসংখ্যান ভবন, ঢাকা।
(বিজ্ঞপ্তি বিভাগের ওয়েব সাইটে প্রকাশের জন্য অনুরোধ করা হলো)।
- (২) পরিচালক, কম্পিউটার উইং, বিবিএস, (বিজ্ঞপ্তি বিবিএস এর ওয়েব সাইটে প্রকাশের জন্য অনুরোধ করা হলো)।
- (৩) পরিচালক, সিপিটিইউ, বাস্তবায়ন, পরিবীক্ষণ ও মূল্যায়ন বিভাগ, শের-ই-বাংলা নগর, ঢাকা।
(বিজ্ঞপ্তি সিপিটিইউ এর ওয়েব সাইটে প্রকল্পের জন্য অনুরোধ করা হলো)।

সদয় অবগতির জন্য অনুলিপিঃ

- ১। উপ-প্রকল্প পরিচালক-১, এনএইচডি প্রকল্প, বাংলাদেশ পরিসংখ্যান ব্যুরো, ঢাকা।
- ২। সচিব মহোদয়ের একান্ত সচিব, পরিসংখ্যান ও তথ্য ব্যবস্থাপনা বিভাগ, পরিসংখ্যান ভবন, আগারগাঁও, ঢাকা।
- ৩। স্টাফ অফিসার, মহাপরিচালকের কার্যালয়, বাংলাদেশ পরিসংখ্যান ব্যুরো, আগারগাঁও, ঢাকা।
- ৪। অতিরিক্ত সচিব মহোদয়ের ব্যক্তিগত কর্মকর্তা, পরিসংখ্যান ও তথ্য ব্যবস্থাপনা বিভাগ, পরিসংখ্যান ভবন, আগারগাঁও, ঢাকা।
- ৫। ড. ইফফাত এ. শরীফ, লিড ইকোনমিস্ট এন্ড প্রোগ্রাম লিডার (সোস্যাল ইনক্লুসন), বিশ্বব্যাংক, ঢাকা অফিস।

Government of the People's Republic of Bangladesh
Bangladesh Bureau of Statistics
National Household Database (NHD) Project
Statistics and Informatics Division
Parishankhyan Bhaban
E-27/A, Agargaon, Dhaka

Standard Request for Application (SRFA) for the Selection of Individual
National Consultants for the Position of:
Financial Management Specialist [SL-2C]

January, 2016

Request for Expression Of Interest NO: 52.031.007.001.03.185.2015-804 Date: 07/01/2016

Janardan
9/1/2016

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Section 1. Instructions to Applicants

A. General	
1. Scope of Assignment	1.1 The Client, named in the Application Data Sheet (ADS), will select an individual Applicant for the specific assignment as specified in the ADS and described in details in Section 3: Terms of Reference.
2. Source of Funds	2.1 The Client has been allocated IDA funds as indicated in the ADS and intends to apply a portion of the funds to eligible payments under the Contract for which this ITA is issued.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	<p>3.1 The Government requires that Clients, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under IDA funds.</p> <p>3.2 In pursuance of this requirement, the Client shall:</p> <p>(a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and</p> <p>(b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.</p> <p>if it at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds.</p> <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions as above only when a <u>satisfactory explanation is not received</u>.</p> <p>3.4 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.</p> <p>3.5 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4. Eligible Applicants	<p>4.1 The Applicant shall be a national of Bangladesh unless otherwise stated in the ADS.</p> <p>4.2 The Applicant has the legal capacity to enter into the Contract.</p> <p>4.3 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITA Sub-Clause 3.2.</p> <p>4.4 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws or regulations.</p> <p>4.5 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual consultant subject to the provisions of the Public Procurement Regulations and Procedures provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.</p>

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5. Conflict of Interest	5.1	Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
	5.2	The Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
	5.3	The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.
B. Request for Application		
6. Application: Sections	6.1	The sections comprising the RFA are listed below: Section 1: Instructions to Applicants (ITA) Section 2: Application Data Sheet (ADS) Section 3: Terms of Reference (TOR) Section 4: Application Forms Section 5: Contract Forms.
	6.2	The Applicant is expected to examine all instructions, forms, terms, and provisions in the RFA. Failure to furnish all information or documentation required by the RFA may result in the rejection of the Application.
7. Application: Clarification	7.1	The Client shall respond in writing to any request for clarification, provided that such request is received from the Applicant no later than seven (7) days prior to the deadline for submission of Applications. The address for clarification requests is stated in the ADS.
8. Application: Amendment	8.1	At any time prior to the deadline for submission of Applications, the Client may, on its own initiative or in response to an enquiry by a Applicant, amend the RFA by issuing an amendment, and may, at its discretion, extend the deadline for the submission of Applications.

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C. Application Preparation	
9. Application Language	9.1 The Application, as well as all correspondences and documents relating to the Application shall be written in the English language unless specified otherwise in the ADS.
10. Application Preparation	10.1 The Applicant shall examine in detail the documents comprising the TOR, and prepare the Application using the forms furnished in Section 4: Application Forms.
11. Client Inputs	11.1 In preparing the Application the Applicant may assume that the Client will: <ul style="list-style-type: none"> (a) provide at no cost to the Applicant the inputs and facilities specified in the ADS; and (b) make available relevant project data and reports together with the Contract to the Applicant.
12. Application Format and Signing	12.1 The Applicant shall prepare one original of the Application and clearly Mark it "Original".
	12.2 The Applicant shall prepare the number of copies as specified in the ADS of each Application and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
	12.3 The original and all copies of the Application shall be typed or written in indelible ink and shall be signed by the Applicant.
D. Application Submission	
13. Application Sealing and Marking	13.1 The Applicant shall enclose the original and all copies of the Application in one envelope, and the envelope shall: <ul style="list-style-type: none"> (a) bear the name and address of the Applicant; (b) be addressed to the Client at the address specified in the ADS; and (c) bear the name of the Assignment as specified in the ADS.
14. Application Submission Deadline	14.1 Applications must be received by the Client at the address specified under ITA Clause 13 no later than the date indicated in the ADS.
	14.2 The Application may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the Applicant with a receipt showing the date and time when its Application was received.
	14.3 The Client may, at its discretion, extend the deadline for the submission of Applications by amending the ITA in accordance with ITA Clause 8
15. Application Submitted Late	15.1 Any Application received by the Client after the deadline for submission of Applications, in accordance with ITA Clause 14 shall be declared late, and returned unopened to the Applicant.

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16. Application Modification Substitution or Withdrawal	16.1 The Application may be modified, substituted, or withdrawn before the deadline for submission of Applications specified in ITA Clause 14.
E. Application Opening and Evaluation	
17. Application Opening	17.1 The Client shall open all Applications promptly after the submission deadline. There shall be no public opening of Applications.
18. Confidentiality	18.1 Information relating to evaluation of Applications and recommendations concerning awards shall not be disclosed to the Applicants who submitted the Applications, until a Contract has been signed with the successful Applicant.
19. Application Clarification	19.1 The Client may, in writing, ask Applicants for clarification of their Applications in order to facilitate the examination and evaluation of Applications.
20. Contacting the Client	20.1 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client.
	20.2 Any effort by an Applicant to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of its Application.
21. Application: Evaluation	21.1 The Applications will be evaluated in two stages by an Application Evaluation Committee (AEC). Firstly a selection-list of Applicants will be prepared by the AEC on the basis of their qualification and experience, applying the evaluation criteria, sub criteria, and point system specified in the ADS. The selection-list shall comprise of a maximum of seven (7) Applicants on the basis of the qualifying marks. The AEC is synonymous with the Proposal Evaluation Committee (PEC) stated in the Standard Request for Proposals (SRFP) and is only used in this document for convenience.
	21.2 Secondly, the Applicants on the selection-list will be interviewed by the AEC, which will select a maximum of three Applicants in order of ranking.
22. Application: Negotiation	22.1 Negotiations will then be held with the first ranked Applicant at the address indicated in the ADS.
	22.2 During negotiations, the Client and the Applicant will finalize the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services".
	22.3 The financial negotiations will involve the remuneration and other reimbursable costs to be paid to the Applicant.
23. Application Negotiations: Conclusion	23.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract.

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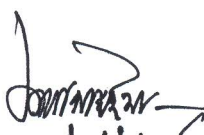
	23.2	If negotiations with the first ranked Applicant fail to produce a satisfactory contract then negotiations will be conducted with the second-ranked Applicant (and the third-ranked Applicant, if necessary, until an agreement is concluded).
F. Contract Award		
24.	Contract Award	24.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Applicant.
25.	Debriefing	25.1 After Contract signature, the Client shall promptly notify the other Applicants that they were unsuccessful.
		25.2 The Client shall promptly respond in writing to any unsuccessful Applicant who requests the Client in writing to explain on which grounds its application was not selected.
25.	Commencement of Services	26.1 The Applicant is expected to commence the assignment on the date and at the location specified in the ADS.

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Section-2. Application Data Sheet

ITA Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants/Specialists.	
1.1	The Client is : Project Director, National Household Database (NHD) project	
	Name of position of Specialist/Consultants: Financial Management Specialist	
	The objectives and brief description of the Services are: As mentioned in TOR.	
2.1	The Source of Fund: (IDA Credit # 5281-BD)	
4.1	Only Applicants who are Bangladeshi Nationals are eligible to participate.	
7.1	For clarification of application purposes only, the Client's address is: Dr. M. Emdadul Haque, Project Director, National Household Database(NHD) Project, Parishankhyan Bhaban (9 th Floor,Block-1),E-27/A , Agargaon, Dhaka-1207. Phone:88-02-8181054, Fax: 8181170, E mail: pd_bpd@yahoo.com	
9.1	The Application shall be complete and written in: English	
11.1(a)	The Client will provide the following inputs and facilities: Office space and logistic support.	
12.2	The Individual Applicant must submit two hard copies of application: One original and one photo copy .	
14.1	The Application submission address is: Dr. M. Emdadul Haque, Project Director, National Household Database (NHD) Project, Parishankhyan Bhaban (9 th Floor,Block-1),E-27/A, Agargaon, Dhaka-1207. Phone:88-02-8181054,Fax: 8181170, E mail: pd_bpd@yahoo.com	
14.2	Applications must be submitted on or before 03.00 PM of 09th February 2016.	
15.1(d)	Application must contain: CV, relevant certificates and 01 (one) copy of recent passport size photograph .	
21.1	Criteria, sub criteria, and point system for the evaluation of Applications are:	
	<u>Criteria, sub-criteria</u>	<u>Points</u>
	General qualifications (education)	[20 points]
	Experience and its adequacy for the assignment.	[60 points]
	Overall suitability considering age, skill and experience in region and language (if appropriate).	[20 points]
	Total points for the three criteria:	100 points
	Minimum Pass Mark is:	75 points
22.1	The address for Contract negotiations is: Dr. M. Emdadul Haque, Project Director, National Household Database (NHD) Project, Parishankhyan Bhaban (9 th Floor,Block-1),E-27/A ,Agargaon, Dhaka-1207. Phone:88-02-8181054,Fax: 8181170, E mail: pd_bpd@yahoo.com	
26.1	The assignment is expected to commence immediately. The appointment of the position will be for maximum 22 months or up to completion of the project following satisfactory annual Performance review. The location of the services is based in Dhaka, but frequent travel may be made as and when required in different district/ Upazilas depending on the location and coverage of the Project.	


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Section 3: Terms of Reference

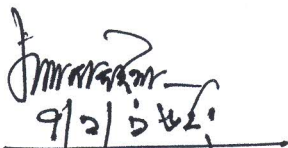
Terms of Reference of Financial Management Specialist under National Household Database (NHD) Project

1.1 The Financial Management Specialist will perform the following activities:

1. Develop a Chart of Accounts: to capture financial data under appropriate headings and classify group data for various reports (e.g. expenditure categories, IDA disbursement categories etc.) and ensure that it is aligned with the Government Chart of Accounts.
2. Develop a Financial Procedures Manual: as guidance material for procedural functions.
3. Manage the Accounting System: to ensure coverage of all Project activities (i.e. all sources of funds) and utilization of funds in all activities.
4. Manage the Budgeting System: to integrate with the accounting system to enable comparison of actual performance with budgetary targets periodically; and to ensure that financial forecasts are based on projected work programs and actual performance.
5. Ensure the Flow of Funds: to process withdrawal applications for IDA funds to the Government Consolidated Fund and/or Designated Account; and to ensure adequate internal control for proper utilization, management and accounting of funds.
6. Design Formats / Maintaining Books: e.g. voucher formats, cash and bank books, journals, trial balances, etc.
7. Adhere to Financial and Accounting Policies: to ensure that simple, clear and transparent accounting and reporting policies are in place; to ensure policies and procedures for fund transfers and accounting for expenditures (including payment of advances, recovery of amounts, etc.) are adhered to; and to ensure classification of expenditures under appropriate headings in the Chart of Accounts; etc.
8. Comply with Financial and Accounting Procedures: to ensure that a satisfactory system of internal controls operates; to ensure appropriate use of financial powers, delegated or otherwise; to ensure separation of duties and policy for authorization of transaction; to ensure an adequate internal check and control system to safeguard physical assets; and to ensure timely periodic and regular reconciliation.
9. Financial Reporting: to prepare Interim Financial Reports (IFRs); and to provide quality and timely information to DDM/BBS and IDA on the Project's financial performance.
10. Monitor Contract Administration: to record commitments, expenditure and performance of contracts and a system for generating periodic contract status reports; and to process bills for payment.
11. Support Bank Account Operation and Reconciliation: by providing advice on efficient operation and preparing monthly reconciliation statements.
12. Liaise with External Auditors: attending meetings; facilitating timely completion of audits; supplying information and documents in response to queries; and coordinating with various stakeholders in meeting audit objections.
13. Any other task assigned by the Project Authority.

Duration, reporting and other arrangements

The duration of this assignment will be for a period of **12(Twelve)** month full time with frequent travel across local level offices if necessary. The Financial Management Specialist shall be stationed in NHD Headquarters and maintain regular coordination with World Bank, IMED, Planning Commission etc as per the need and demand of the project.


9/2/2021



Educational Qualification:

- Professional accounting qualification (FCA of FCMA)

Experience:

- At least five (05) years of work experience in national/international/multinational agencies in financial management, accounting, banking and international transactions.
- Knowledge of Government budgeting, fund release and reporting requirements.
- Knowledge of IDA's financial management and disbursement procedures.

Remuneration:

BDT 2,25,000/- (Two lac, Twenty five thousand) gross per month including VAT & IT
[There will be provision of annual increment]

1.2 Reports and Time Schedule

The Financial Management Specialist will prepare his/her work schedule monthly/quarterly/annually and will submit the report to the Project Director, NHD project regularly as well as any report requested by Project Director, NHD for GOB/Donor requirement on the project.

1.3 Data, Local Services, Personnel and Facilities to be provided by Client

The Client will provide the following inputs and facilities:


- i. Office space and other logistic support will be provided as per project provision.
- ii. All necessary letters of introduction, reference letter, communication, etc. will be provided/made to/for the consultant by Project Director, BPD Project as and when required.
- iii. All available documents, papers, information, etc. relevant to the specific assignment will be provided/made accessible to the consultant by the respective counterpart officer.

1.4 Indicative Work Programme and Location(s) of the various activities to be carried out by The Consultant

The Works Programme and location(s) of the **Financial Management Specialist** will depend on the scope, nature and coverage of the specific position of the project. Hence the actual requirement of the specific position of the project will be discussed and agreed during negotiation stage and be reflected in the contact agreement. This will be a team work of experts of various disciplines.

2. Supervision of the Financial Management Specialist:

The selected **Financial Management Specialist** will work under the direct supervision of the Project Director, NHD. The **Financial Management Specialist** shall undertake all activities related to the project specific assignment with the prior approval/concurrence of Project Director, NHD Project and shall submit all reports, comments, bills, etc. to Project Director, NHD Project.


9/2/2021



Section 4. Application Forms

- 4A Application Submission Form
- 4B Curriculum Vitae (CV) Form of the Consultant
- 4C Indicative Fee

Jammara
9/2/2016

10

Application Submission Form

[location:

[Date:

To:
Project Director
National Household Database (NHD) project
Parishankhyan Bhaban (9th Floor, Block-1),
E-27/A ,Agargaon,
Dhaka-1207.

Dear Sir,

I am hereby submitting my Application to provide the consulting Services for **Financial Management Specialist** in strict accordance with your Request for Application dated: 07/01/2016

I undertake, if I am selected, to initiate the consulting Services related to the assignment not later than the date indicated in Clause Reference 26.1 of the Application Data Sheet. I understand that you are not bound to accept any application you receive.


I remain Sir

Yours sincerely.

Name:

Address:

Contact details:-


9/2/2016

Form 4B. Curriculum Vitae (CV) for the Consultant

1	PROPOSED POSITION FOR THIS PROJECT	<i>Financial Management Specialist</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	ADDRESS	<i>a) Mailing Address</i>			
		<i>b) Permanent Address</i>			
4	DATE OF BIRTH				
5	NATIONALITY				
6	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
7	EDUCATION:	<i>[List all the schools/colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>			
8	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>			
9	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading	Writing
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
10	COUNTRIES OF WORK EXPERIENCE				
11	EMPLOYMENT RECORD <i>[starting with present position list in reverse order every employment held and state the start and end dates of each employment]</i>	<i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i>			
		<i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>			
	EMPLOYER 1	From:	To:		
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>		
		Name of the Organization:			
		Position:			
				Description of Duties:	
	EMPLOYER 2	From:	To:		
		Name of the Organization:			
		Position:			
		Description of Duties:			

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9/2/2011

	EMPLOYER 3	From:	To:
		Name of the Organization:	
		Position:	
		Description of Duties:	
	EMPLOYER 4 (etc.)	From:	To:
		Name of the Organization:	
		Position:	
		Description of Duties:	
12	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about one A4 page]</i>	
13	LIST OF PUBLICATIONS		
14	COMPUTER LITERACY		

CERTIFICATION *[Do not amend this Certification].*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this bio data correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Date of Signing
Day / Month / Year

[Handwritten Signature]
9/2/2022

[Handwritten Initials]

Indicative Fees

The Consultant should provide an indication of the fees as per the format shown below. This will not be used for evaluation of the Consultant's proposal but solely for the purposes of Application Negotiations to be held as stated in ITA Clause 22.

[To understand the Government's guideline on current fee structure, it is advisable that the Applicant consults the approximate fee ranges provided for various types of consultants (Junior Consultant, Consultant, Senior Consultant) in the Procedures for the Implementation of the Public Procurement Regulations 2003 – Appendix I]

(1) salaries and remunerations


Rate (per month)	Staff Time (No. month / day / hour)	Total (Tk)
BDT :	22 months	BDT :-

(2) Reimbursable (as applicable)

	Rate	Days	Total
(a) Per Diem Allowance	BDT:	At actual	At actual
(b) Air Travel Costs	As per rule	At actual	At actual
(c) Other Travel Costs (state mode of travel)	As per rule	At actual	At actual
(d) Communication charges	As per rule	At actual	At actual
(e) Reproduction of Reports	As per rule	At actual	At actual
(f) Other Expenses (<i>to be listed</i>)	As per rule	At actual	At actual
(g) Accident Insurance (as Clause 4.3 of Contract Agreement)	The Specialist will arrange at his/her cost.	At actual	At actual
		Sub-total	At actual

CONTRACT CEILING (1) + (2)	BDT : + At actual
----------------------------	-------------------

1 Salary will be determined by the implementing agency at the time of contract negotiation. Maximum salary will not exceed **Tk. 2,25,000/=(Two lac, twenty five thousand) per month** for the position of Financial Management Specialist. Income tax and VAT as per government rule will be paid by the Financial Management Specialist.


9/2/2021



Section 5. Contract Forms

The Contract Agreement which, once completed and signed by the Client and the Consultant clearly defines the Client's and Consultants' respective responsibilities.

The Annexes to the formal Contract include a description of the Services, (composed of the revised TOR and work plan as finalized and agreed during the negotiations), the reporting requirements, and a breakdown of the Contract Price.

Contract Agreement

THIS CONTRACT ("the Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert name of Client]* ("the Client") having its principal place of business at *[insert address of Client]*, and *[insert name of Consultant]* ("the Consultant") having his/her address at *[insert address of Consultant]*.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these

Services, NOW THEREFORE THE PARTIES hereby agree

as follows:

1. Scope of the Services	1.1 The Consultant shall perform the Services as specified in Annex A, "Description of the Services," ("the Services") which are made an integral part of this Contract.
	1.2 The Consultant shall provide reports as listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and shall provide the person listed in Annex C, "Cost Estimate of Services and Schedule of Rates" to perform the Services.
	1.3 The Services will be performed principally at one location as specified in Annex A. This location shall be known as the Duty Station for the purposes of Clause 4.3.
2. Duration of the Services	2.1 The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.
3. Corrupt, Fraudulent, Collusive or Coercive	3.1 The Government requires that Clients, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.

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9/2/2021

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Practices

3.2 In pursuance of this requirement, the Client shall:

- (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
- (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.


if it at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds.

3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions as above only when a satisfactory explanation is not received.

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "*corrupt practice*" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) "*fraudulent practice*" means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,
- (c) "*collusive practice*" means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) "*coercive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

3.5 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.


9/2/2021



<p>4. Payment</p>	<p>4.1 <u>Ceiling</u></p> <p>(a) For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of <i>[insert ceiling amount]</i> as detailed in the Cost Estimate attached as Annex C.</p> <p>(b) This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>(c) The ceiling may only be increased above the amount stated on Clause 4.1(a) if the parties have agreed to additional payments for a modification to Contract in accordance with Clause 19.1.</p>
	<p>4.2 <u>Remuneration</u></p> <p>The Client shall pay the Consultant for Services rendered in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."</p> <p>(a) Where remuneration is expressed in terms of a monthly rate each month shall be deemed to be of thirty (30) days, and time spent in performing the Services shall include travel time, weekends and public holidays and to the extent specified in Clause 6 shall also include periods of leave. Remuneration in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth (1/30th) of one month.</p>

	<p>(b) Where the remuneration is expressed in terms of a daily rate the time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant in performing the Services, including travel time.</p> <p>(c) Except as otherwise agreed between the Client and the Consultant no remuneration shall be paid in respect of work performed other than during the term of the engagement as specified in the Contract.</p>
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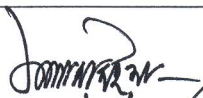
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	<p>4.3 <u>Reimbursable</u></p> <p>In addition to the remuneration specified in Clause 4.2 and subject to the provisions of the Contract, the Client shall pay to or reimburse the Consultant for the following allowances, costs and expenses on an actual cost basis unless otherwise specified on which monthly claims should be submitted to the Client with supporting documents.</p> <p>(a) <u>Per Diem Allowance.</u> During the Consultants term of engagement a daily per diem allowance for each day that he/she shall be absent overnight from the Duty Station for the purpose of the Services but not for the day of return thereto shall be paid in accordance with the Government's highest per diem rates as revised from time to time. No per diem allowances shall be paid in respect of periods of leave. Such remuneration shall be paid in Bangladesh Taka upon submission by the Consultant at the end each calendar month of a statement showing, inter alia, the time the Consultant spent during the relevant period performing the Services.</p> <p>(b) <u>Travel Costs.</u> All transportation costs properly and reasonably incurred by the Consultant in traveling for the purpose of the Services within Bangladesh, including the cost of transportation by an appropriate means of public transport (economy class on air and highest class in all other modes of transport).</p> <p>(c) <u>Other Expenses.</u> All such reasonable reimbursable expenses of the consultant arising from directly out of the Services and not falling within the categories specified above as the Client may in its sole discretion approve.</p> <p>(d) Except as may be otherwise agreed, total payments in regard to reimbursable expenses shall not exceed the amount stated in Annex C.</p>
	<p>4.4 <u>Payment Conditions</u></p> <p>(a) Where the term of engagement is for a period of less than two months, the Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursable every two weeks for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.</p> <p>(b) Where the term of engagement is for a period of more than two months, the Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursable at the end of every month for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.</p>

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	<p>(c) All payments to the Consultant shall be in Bangladesh Taka.</p> <p>(d) The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex C, to cover his/her out-of-pocket expenses which are to be recovered equal installments from monthly amounts due to him/her.</p> <p><i>[For aid funded procurement Advance Payments may be applicable. However, for 100% GoB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by Government The procuring entity should amend this clause as required for the particular procurement.]</i></p> <p>(e) The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.</p> <p>(f) The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of his/her obligations under this Contract.</p> <p>(g) Any amount paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three(3) months after the acceptance of the final report.</p>
5. Medical Arrangements	5.1 Before commencement of Services the Consultant shall undergo a medical examination by a qualified medical practitioner and furnish the Client with the medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with the performance of the Services. The expenses so incurred shall be reimbursed by the Client to the Consultant
6. Leave	6.1 <u>Sick Leave</u> <p>(a) As per provision of IDA applicable for local National consultants.</p> <p>(b) Entitlement to sick leave shall be conditional upon the liability of the Consultant to perform the Services, and the Consultant shall furnish the Client with all such medical and other evidence of his said inability as the Client may reasonably require.</p>
7. Services, Facilities and Property	7.1 The Client shall make available to the Consultant for the purpose of the assignment and free of any charge, any Services, Facilities and property as he/she may reasonably require.
8. Project Administration	8.1 <u>C li e n t ' s R e p r e s e n t a t i v e</u> The Client representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.


9/2/2021

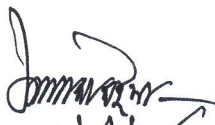


	<p>8.2 <u>Timesheets</u></p> <p>During the course of the work under the Contract, including field work, the Consultant providing Services may be required to complete timesheets or any other document used to identify time spent, as instructed by the Client's Representative.</p>
	<p>8.3 <u>Reports</u></p> <p>During the course of the assignment, the Consultant shall submit to the Client reports as listed in Annex B, which shall be type-written or computer composed, and will constitute the basis for the payments to be made under Clause 3.</p>
<p>9. Performance Standard</p>	<p>9.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p>
	<p>9.2 At all times he/she shall act with appropriate propriety and discretion and he/she shall refrain from engaging in any political activity.</p>
<p>10. Confidentiality</p>	<p>10.1 The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p>
<p>11. Consultant's Obligations</p>	<p>11.1 After the termination of the engagement the Consultant shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him/her.</p>
	<p>11.2 The Consultant shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.</p>
	<p>11.3 The Consultant shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within his/her knowledge may have caused such accident or injury.</p>
	<p>11.4 The Consultant shall also report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.</p>
<p>12. Ownership of Material</p>	<p>12.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, with written approval of the Client.</p>
	<p>12.2 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>

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13. Consultant Not to be Engaged in Certain Activities	13.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or Services (other than the Services or any continuation
	thereof) for any project resulting from or closely related to the Services.
14. Relationship of the Parties	14.1 Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent Contractor between the Client and the Consultant.
15. Contractual Ethics	15.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution.
16. Assignment	16.1 The Consultant shall not assign this Contract.
17. Law Governing Contract	17.1 The Contract shall be governed by the laws and any other instruments having the force of law in the Peoples' Republic of Bangladesh as they may be issued and in force from time to time.
18. Language Governing Contract	18.1 The language of the Contract shall be English.
19. Modification of Contract	19.1 The Contract may be modified by agreement in writing by the Parties.
20. Termination	<p>20.1 <u>By the Client</u></p> <p>The Client may terminate this Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any of the events specified below:</p> <ul style="list-style-type: none"> (a) if the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing; (b) if the Consultant has become insolvent or bankrupt; (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days; (d) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contractor; or (e) if the Client, in its sole discretion, decides to terminate this Contract.


9/2/2024



	<p>20.2 <u>By the Consultant</u></p> <p>The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:</p> <p>(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Consultant is unable to</p>
	perform a material portion of the Services for a period of not less than twenty-eight (28) days.
21. Dispute Resolution	<p>21.1 <u>Amicable Settlement</u></p> <p>The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
	<p>21.2 <u>Arbitration</u></p> <p>If the dispute cannot be settled through adjudication the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force</p>
22. Notices and Requests	<p>22.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English Language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address as specified in Annex A.</p>

IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first above written.

FOR THE CLIENT

FOR THE CONSULTANT


Signature

Signature

Print Name & Position:

Print Name:

NB: This is a sample only. The agreement form may change at the time of contract negotiation.


9/2/2021



LIST OF ANNEXES

Annex A: Description of the Services

Annex B: Consultant's Reporting Obligations

ANNEX A: Description of the Services


1. As mentioned in TOR
2. Any other relevant work assigned by project Authority for the interest of Work.

ANNEX B: Consultant's Reporting Obligations

(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report			
2	Interim Progress Report (a) First Status Report (b) Second Status Report			
3	Draft Report			
4	Final Report			

NB: To be completed at the time of Signing agreement.


9/2/2021

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