

BANGLADESH ELECTION COMMISSION
 Identification System for Enhancing Access to Services (IDEA) Project (2nd Phase)
 Nirbachan Bhaban (Floor-8)
 Agargaon, Dhaka-1207.

Request for Expression of Interest (EOI)

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH		
1	Ministry/Division	Bangladesh Election Commission
2	Agency	Election Commission Secretariat
3	Client Name	Bangladesh Election Commission represented by Project Director, Identification System for Enhancing Access to Services (IDEA) Project (2 nd Phase)
4	Client Code	Not used at present
5	Client District	Dhaka
6	Expression of Interest for Selection of	Selection of Finance Management Consultant (Senior)
7	EOI Ref No	ECS/IDEA-(2 nd Phase)/PS-2/2021/-306
8	Date	02 July 2021
KEY INFORMATION		
9	Procurement Method	Selection of Individual Consultant (SIC)
FUNDING INFORMATION		
10	Source of Funds	Government of Bangladesh (GoB) (Development Budget)
11	Development Partners (if applicable)	Not Applicable
PARTICULAR INFORMATION		
12	Project / Program Code (if applicable)	224331200
13	Project Name (if applicable)	Identification System for Enhancing Access to Services (IDEA) Project (2 nd Phase)
14	EOI Closing Date and Time	26 July 2021 & Time: 3:00 PM
INFORMATION FOR APPLICANT		
15	Brief Description of Assignment	Selection of Finance Management Consultant (Senior)
16	Qualification and Experience	Educational Qualifications: Chartered Accountant/Cost and Management Accountant/Masters in Accounting/MBA (Finance), Post Graduate Degree in Accounting, Management, Finance or similar degrees; Experience: Minimum 15 years of experience in financial management or related field with at least 5 years of experience in financial management related work in development projects. Special Responsibilities: As Per ToR
17	Other Details (if applicable)	Interested applicants shall obtain further information from the Project Office from 10:00 AM to 4:30 PM in any working day before the closing date. Applicants shall have to submit EOI with their CV and forwarding letter in sealed envelope labeled with Individual Consultant through the following address and/or email mentioned pd.idea2.bd@gmail.com . The Standard Request for Application (SRFA) for the position will be found at www.ecs.gov.bd & www.nidw.gov.bd & cptu.gov.bd
CLIENT DETAILS		
18	Name of Official Inviting EOI	Abul Kashem Md Fazlul Kader
19	Designation of Official Inviting EOI	Project Director
20	Address of Official Inviting EOI	Identification System for Enhancing Access to Services (IDEA) Project (2 nd Phase) Nirbachan Bhaban (Floor-8), Agargaon, Dhaka
21	Contract details of Official Inviting EOI	Telephone: 00-88-02-55007591 Electronic mail address: pd.idea2.bd@gmail.com
The Client reserves the right to reject all EOI's		

Signed
 ABUL KASHEM MD FAZLUL KADER
 Brigadier General
 Project Director

Purchaser: Bangladesh Election Commission
Project: Identification System for Enhancing Access to
Services (IDEA) Project (2nd Phase)

Type-PS4

Standard Request for Application (SRFA)
Selection of Individual Consultant for
Finance Management Consultant (Senior)(National)
(Time Based)

Invitation for Expression of Interest No: ECB/ IDEA-2/PS2/ 2021
Issued on:..... 2021
Package No: PS-2

Table of Contents

Section 1. Information to the Applicants	4
A. General	4
1. Scope of assignment.....	4
2. Qualifications of the Applicant.....	4
3. Eligible Applicants.....	4
4. Corrupt, Fraudulent, Collusive or Coercive Practices.....	5
5. Conflict of Interest.....	5
B. Preparation, Submission & Modification or Substitution of Applications	6
6. Preparation of Application.....	6
7. Submission of Application.....	6
C. Evaluation of Applications	6
8. Evaluation of applications.....	6
9. Application Negotiations.....	7
D. Award of Contract	8
10. Award of Contract.....	8
11. Debriefing.....	8
12. Commencement of Services.....	8
Section 2. Terms of Reference	9
Section 3. Application Forms	10
Form 3A. Application Submission	11
Attachment.....	12
Form 3B. Curriculum Vitae (CV) of the Applicant	13
Form 3C. Indicative Remuneration & Expenses	15
Section 4. Contract Forms	16
4.1 Contract Agreement (Time-based)	17
General	17
1. Services.....	17
2. Duration.....	17
3. Corrupt, Fraudulent, Collusive or Coercive Practices.....	17
4. Applicable Law.....	18
5. Governing Language.....	18
6. Modification of Contract.....	18
7. Ownership of Material.....	18
8. Relation between the Parties.....	18
9. Contractual Ethics.....	18
Payments to the Consultant	19
10. Ceiling Amount.....	19
11. Remuneration.....	19
12. Reimbursables.....	19
13. Payment Conditions.....	Error! Bookmark not defined.
Obligations of the Consultant	20
14. Medical Arrangements.....	20
15. Working Hours and Leave.....	20
16. Performance Standard.....	20
17. Contract Administration.....	20
18. Confidentiality.....	20
19. Consultant's Liabilities.....	20

20. Consultant not to be Engaged in Certain Activities	20
Obligations of the Client.....	21
21. Services, Facilities and Property	21
Termination and Settlement of Disputes	21
22. Termination	21
23. Dispute Resolution.....	21
ANNEX A: Description of the Services	23
ANNEX B: Cost estimates of Services and Schedule of Rates	23
ANNEX C: Consultant's Reporting Obligations	Error! Bookmark not defined.
Request for Expressions of Interest	Error! Bookmark not defined.

B *W*

Section 1. Information to the Applicants

A. General

1. Scope of assignment
- 1.1 The Client has been allocated Public fund for Identification System for Enhancing Access to Services (IDEA) Project (2nd Phase) and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
2. Qualifications of the Applicant
- 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
- 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.
- [Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]**
3. Eligible Applicants
- 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
- 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
- 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
- 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
- 3.5 The Applicant has the legal capacity to enter into the Contract
- 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
- 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.

- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
4. Corrupt, Fraudulent, Collusive or Coercive Practices
- 4.1 The Government requires that Client, 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.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 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 only when a satisfactory explanation is not received.
- 4.4 If the Client 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., 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.
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 (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 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.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, 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.
- 5.4 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.

Rr ✓

B. Preparation, Submission & Modification or Substitution of Applications

6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
- (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [insert date] up to [insert time] Applications must be submitted within this deadline. Any Application received **after the deadline** for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications
- 8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.
- 8.2 The points to be given under each of the evaluation Criteria are:

[Client shall fixed the Points]

Criteria	Points
• Educational Qualification	20
• Relevant Working Experience and its adequacy for the assignment	60
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	15
Total points:	95 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *[insert points; not less than 70]* shall be considered disqualified.
- 8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt 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 the Application.
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.

9. Application Negotiations

- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as "Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

- 10. Award of Contract 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
- 11. Debriefing 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
- 12. Commencement of Services 12.1 The applicant is expected to commence the assignment on [.. insert date...] at the location [insert place..)]. The duration of the contract shall be [... Months] from the date of commencement.

[Handwritten signature]

[Handwritten signature]

Section 2. Terms of Reference

Terms of Reference of Finance Management Consultant (senior)

Background

Bangladesh Election Commission (BEC) is responsible for registering all citizens eligible to vote and for conducting open and independent elections in the country according to the Constitution. In addition, BEC has recently been made responsible by the Government of the People's Republic of Bangladesh (GoB) for issuing a unique secure identity card to citizens and for administrating all related activities, including the maintenance of a national citizen identification database and delivery of identity verification services to qualified public and private organizations. The BEC has established a National Identity Wing (NIDW) administer this broad national identity system (NIDS). This system is expected to be a strategic national resource to facilitate delivery of public and private services to their intended beneficiaries.

Educational Qualification & Experience

Educational Qualifications: Chartered Accountant/Cost and Management Accountant/ Masters in Accounting/MBA (Finance), Post Graduate Degree in Accounting, Management, Finance or similar degrees;

Experience: Minimum 15 years of experience in financial management or related field with at least 5 years of experience in financial management related work in development projects.

Key Responsibilities: Assist the Project Implementation Authority in conducting and implementing the overall activities related to the financial aspects of the project.

Financial Management Manual: Prepare a financial management manual for proper implementation of project. Financial Management Manual will cover all financial activities, record keeping process, payment methods, flowchart, budget, chart of account, bill, voucher, register, accounting system, internal audit, internal control, financial reporting etc.

- The financial management manual also includes a list of accounts, an outline of the computerized accounting system, appropriate and accurate financial statements and reports, accounting policies, funding flows and accounting procedures, as well as reporting procedures from various implementing agencies.

Budget:

- FMC will assist the project director in formulating the budget as per the project implementation plan. He will analyze some ratios and advise the Project Director on tax, VAT, CD/VAT etc.
- He will determine and coordinate the necessary allocations in the annual development program of the project.
- Prepare proposals by reviewing and coordinating the allocation of the revised annual development program.

Computerized Accounting System:

RS 

- FMC will be responsible for managing all the financial activities and financial data of the project through computerized accounting system and implementing a computerized accounting system-

Fund Management:

- Assist the Project Director in allocating quarterly funds for projects, releasing funds and obtaining necessary government approvals for the use of funds for implementing project activities.

BILL PAYMENT PROCEDURE:

- Ensuring proper payment of bills for project products, works, services, etc., following proper rules of GOB, internal control, etc., making necessary recommendations for bill payment and ensuring maintenance of necessary files, records and books of accounts.

Internal Control:

- To advise on the formulation of all financial rules, policies, procedures, etc. of the project in accordance with the financial discipline.
- Advise on best practices to reduce the chances of corruption.

Accounts and Records:

- Ensure proper maintenance of registers, ledgers and records required to meet the statutory requirements of stakeholders.

Fixed Asset Records:

- Maintaining fixed asset records through computer and ensuring annual and periodic lists and record updates of all assets according to the user stored assets.

Preparation of financial reports and statements:

- Ensure preparation of annual financial report and statements, monthly and quarterly financial reports through coordination.

Internal Audit:

- Take initiative for internal audit. Internal audits may be conducted by external firms. Arrange to review the internal audit findings report and submit it to the project steering committee for review and necessary instructions.

Special Responsibilities:

Participate in other activities including project procurement/tender committee as per the instructions of the project management authority as and when required.

Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:



I am hereby submitting my Application to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for Application dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 5.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 4.

I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1.

I understand that you are not bound to accept any Application that you may receive.

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

Attachment:



Form 3B. Curriculum Vitae (CV) of the Applicant

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>								
2	NAME OF PERSON	<i>[state full name]</i>								
3	DATE OF BIRTH	<i>[dd/mm/yy]</i>								
4	NATIONALITY									
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>								
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>								
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>								
8	LANGUAGES & DEGREE OF PROFICIENCY	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Language</u></td> <td style="text-align: center;"><u>Speaking</u></td> <td style="text-align: center;"><u>Reading</u></td> <td style="text-align: center;"><u>Writing</u></td> </tr> <tr> <td style="text-align: center;"><i>e.g. English</i></td> <td style="text-align: center;"><i>Fluent</i></td> <td style="text-align: center;"><i>Excellent</i></td> <td style="text-align: center;"><i>Excellent</i></td> </tr> </table>	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>	<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
<u>Language</u>	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>							
<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>							
9	COUNTRIES OF WORK EXPERIENCE									
10	EMPLOYMENT RECORD	<p><i>[The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i></p> <p><i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i></p>								
	EMPLOYER 1	FROM: <i>[e.g. January 1999]</i> TO: <i>[e.g. December 2001]</i>								
	EMPLOYER 2	FROM: TO:								
	EMPLOYER 3	FROM: TO:								
	EMPLOYER 4 (etc)	FROM: TO: <i>B</i> <i>OK</i>								

11 WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT

[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].

12 COMPUTER SKILL

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 CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Print name

Date of Signing

dd / mm / yyyy



Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in **Clause 9.1**.

A) Remuneration

Name of Consultant	Rate, Taka	12 months	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [state monthly, daily or hourly] rate		Sub-Total (A)	

Note: A month consists of 30 calendar days.

(B) Reimbursable

	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance	As per actual cost		
(b) Air Travel Costs	Not Applicable		
(c) Other Travel Costs (state mode of travel)	As per actual cost		
(d) Communication charges	As per actual cost		
(e) Reproduction of Reports	Not Applicable		
(f) Other Expenses (to be listed)			
(j) Telephone Bill/Mobile bill			
(k) Internet Bill		Sub-total	
Supporting document and vouchers must be attached with the invoice			

**** VAT and other indirect taxes to be paid by the client and direct tax to be paid by consultant.**

CONTRACT CEILING (A) +(B)=	Total =
-----------------------------------	----------------

RS ✓

Section 4. 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.



4.1 Contract Agreement (Time-based)

THIS CONTRACT ("the Contract") is entered into this day of [dd/mm/yy], by and between [insert name of Client] ("the Procuring Entity") having its office 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:

General

1. Services 1.1 The Consultant shall perform the Services specified in Annex A(Description of Services), which are made an integral part of the Contract.

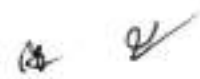
2. Duration 2.1 The Consultant shall perform the Services during the period commencing from[dd/mm/yy] and continuing until[dd/mm/yy] for 12 months, and it may be extended upto 30 November 2025 or any other period as may be subsequently agreed by the parties in writing.

3. Corrupt, Fraudulent, Collusive or Coercive Practices 3.1 The Government requires that Client , 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.

3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**

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 only when a satisfactory explanation is not received.

3.4 If the Client 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., 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.



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

"corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;

"fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

"collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or

"coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations.

- | | |
|---------------------------------|--|
| 4. Applicable Law | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh |
| 5. Governing Language | 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used. |
| 6. Modification of Contract | 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant. |
| 7. Ownership of Material | 7.1 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.

7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract. |
| 8. Relation between the Parties | 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant. |
| 9. Contractual Ethics | 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution. |

Payments to the Consultant

10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' a ceiling amount not to exceed Tk [insert amount] (Excluding VAT), which includes remuneration and reimbursable expenses as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B
11. Remuneration
- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly.
- 11.2 **Monthly Rate:** The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month;
12. Reimbursables
- 12.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 12.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 12.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in **Annex B**.
- 12.4 For other reasonable reimbursable expenses not falling within the above three categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.
- 13.1 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client within fifteen (15) calendar days of receipt of the invoice.
- 13.2 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 13.3 **Refund of Excess Payment:** Any amount if 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.

Obligations of the Consultant

13. Medical Arrangements 14.1 The Consultant shall, before commencement of the Services furnish the Client with a 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 his/her performance of the Services.
14. Working Hours and Leave 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 Sick Leave
- (a) Entitlement to sick leave shall occur at the rate of one and one half (1.5) working days for every month during which the consultant is performing the service.
- (b) Entitlement to sick leave shall be conditional upon the liability to the consultant to perform the services, and the Consultant shall furnish the client with all such medical and other evidence of his/her said inability of his/her said inability as the client may reasonably require.
15. Performance Standard 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
16. Contract Administration 17.1 **Client's Representative**
The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.
- 17.2 **Timesheets**
The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.
17. Confidentiality 18.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
18. Consultant's Liabilities 19.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
- 19.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
19. Consultant not to be Engaged 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing

in Certain
Activities

goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

20. Services,
Facilities and
Property

21.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

Termination and Settlement of Disputes

21. Termination

22.1 **By the Client**

The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.

22.2 **By the Consultant**

The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.

22. Dispute
Resolution

23.1 **Amicable Settlement**

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.

23.2 **Arbitration**

If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

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:

The following documents forming the integral part of this contract shall be interpreted in the following order of priority:

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

ANNEX A:Description of the Services

Section 2. Terms of Reference

Terms of Reference of Finance Management Consultant (senior)

Background

Bangladesh Election Commission (BEC) is responsible for registering all citizens eligible to vote and for conducting open and independent elections in the country according to the Constitution. In addition, BEC has recently been made responsible by the Government of the People's Republic of Bangladesh (GoB) for issuing a unique secure identity card to citizens and for administrating all related activities, including the maintenance of a national citizen identification database and delivery of identity verification services to qualified public and private organizations. The BEC has established a National Identity Wing (NIDW) administer this broad national identity system (NIDS). This system is expected to be a strategic national resource to facilitate delivery of public and private services to their intended beneficiaries.

Educational Qualification & Experience

Educational Qualifications: Chartered Accountant/Cost and Management Accountant/ Masters in Accounting/MBA (Finance), Post Graduate Degree in Accounting, Management, Finance or similar degrees;

Experience: Minimum 15 years of experience in financial management or related field with at least 5 years of experience in financial management related work in development projects.

Key Responsibilities: Assist the Project Implementation Authority in conducting and implementing the overall activities related to the financial aspects of the project.

Financial Management Manual: Prepare a financial management manual for proper implementation of project. Financial Management Manual will cover all financial activities, record keeping process, payment methods, flowchart, budget, chart of account, bill, voucher, register, accounting system, internal audit, internal control, financial reporting etc.

- The financial management manual also includes a list of accounts, an outline of the computerized accounting system, appropriate and accurate financial statements and reports, accounting policies, funding flows and accounting procedures, as well as reporting procedures from various implementing agencies.

Budget:

- FMC will assist the project director in formulating the budget as per the project implementation plan. He will analyze some ratios and advise the Project Director on tax, VAT, CD/VAT etc.
- He will determine and coordinate the necessary allocations in the annual development program of the project.
- Prepare proposals by reviewing and coordinating the allocation of the revised annual development program.

Computerized Accounting System:

- FMC will be responsible for managing all the financial activities and financial data of the project through computerized accounting system and implementing a computerized accounting system.

Fund Management:

- Assist the Project Director in allocating quarterly funds for projects, releasing funds and obtaining necessary government approvals for the use of funds for implementing project activities.

BILL PAYMENT PROCEDURE:

- Ensuring proper payment of bills for project products, works, services, etc., following proper rules of GOB, internal control, etc., making necessary recommendations for bill payment and ensuring maintenance of necessary files, records and books of accounts.

Internal Control:

- To advise on the formulation of all financial rules, policies, procedures, etc. of the project in accordance with the financial discipline.
- Advise on best practices to reduce the chances of corruption.

Accounts and Records:

- Ensure proper maintenance of registers, ledgers and records required to meet the statutory requirements of stakeholders.

Fixed Asset Records:

- Maintaining fixed asset records through computer and ensuring annual and periodic lists and record updates of all assets according to the user stored assets.

Preparation of financial reports and statements:

- Ensure preparation of annual financial report and statements, monthly and quarterly financial reports through coordination.

Internal Audit:

- Take initiative for internal audit. Internal audits may be conducted by external firms. Arrange to review the internal audit findings report and submit it to the project steering committee for review and necessary instructions.

Special Responsibilities:

Participate in other activities including project procurement/tender committee as per the instructions of the project management authority as and when required.

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration *Per*

Name of Consultant	Rate, Taka	12 months	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [state monthly, daily or hourly] rate		Sub-Total (A)	

Note: A month consists of 30 calendar days.

(B) Reimbursable

	Rate per unit	Total unit	Total Amount (Tk)
(g) Per Diem Allowance	As per actual cost		
(h) Air Travel Costs	Not Applicable		
(i) Other Travel Costs (state mode of travel)	As per actual cost		
(j) Communication charges	As per actual cost		
(k) Reproduction of Reports	Not Applicable		
(l) Other Expenses (to be listed)			
(j) Telephone Bill/Mobile bill			
(k) Internet Bill		Sub-total	
Supporting document and vouchers must be attached with the invoice			

** VAT and other indirect taxes to be paid by the client and direct tax to be paid by consultant.

CONTRACT CEILING (A) +(B)=	Total =
----------------------------	---------


 (স্বাক্ষরিত) (স্বাক্ষরিত)
 সরকারী প্রকল্প
 নির্বাহক কামিল মতিবাহার
 ঢাকা



