



Government of the Peoples Republic of Bangladesh
Use of Electronic Voting Machine in order to Apply ICT in Election System (EVM) Project
 Election Commission Secretariat
 Bangladesh Election Commission
 Nirbachan Bhaban (8th Floor), Agargaon, Dhaka -1207.

Request for Expression of Interest (EOI) for Individual Financial Management Consultant (National)

Ministry/Division	Bangladesh Election Commission
Agency	Election Commission Secretariat
Procuring Entity Name	Project Director, Use of Electronic Voting Machine in order to Apply ICT in Election System (EVM) Project
Procuring Entity District	Dhaka
EOI for Selection of	Individual Financial Management Consultant
EOI Ref no. & Date	ECS/EVM/Pro/SD-3.1 Date: 06/02/2020
Procurement Method	Individual Consultant Selection (ICS) under National Competitive Bidding (NCB)
Source of Funds	GoB
Development Partners	N/A
Project Name	Use of Electronic Voting Machine in order to Apply ICT in Election System (EVM) Project
EOI Closing Date & Time	23rd February 2020 until 5.00 PM (EOI shall have to be submitted through standard application form which is available at the website of Bangladesh election commission (www.ec.org.bd) or (www.nidw.gov.bd) within EOI closing date and time. Copies of all Educational, Professional, Training and Experience certificate shall have to be submitted with EOI.
Brief Description of Assignment	Details scope of services is given at the ToR which is available at the website of Bangladesh Election Commission (www.ec.org.bd) or (www.nidw.gov.bd)
Required Minimum Qualification : a) Academic Qualification & b) Experience & Skills	<p>a) Academic Qualification</p> <ul style="list-style-type: none"> Financial Management Consultant (FMC) should be a Chartered Accountant or Cost Management Accountant or Masters in Accounting/Finance/MBA (Finance) /Masters in any relevant subject. <p>b) Experience</p> <ul style="list-style-type: none"> Should have 10 years of minimum Experience in a supervisory position as Financial Management Consultant/ Specialist in GoB projects under any Government Ministries or Semi Government Agencies. Professional Knowledge in GoB budgeting, Fund management, Processing Payment, fund release and reporting formalities and disbursement procedures. Have hands on expertise in MS office package and accounting software available in the market. Proven track record of ability to design accounts hierarchy table and develop accounts chart on both cash basis and accrual basis accounting conforming to DPP/TPP. Ability to develop simple accounting, bank reconciliation and store and fixed assets management guidelines and impart training to the project staff on financial management system.
Name of Official Inviting EOI	Md. Kamal Uddin, Colonel
Designation and Address of Official inviting EOI with Contact details	Project Director, Use of Electronic Voting Machine in order to Apply ICT in Election System (EVM) Project Phone: 55007593; e-mail : ecs.evmproject.gov@gmail.com
The Project Authority reserve the rights to accept or reject to any or all of the EOIs or cancel the EOI process at any stage without assigning any reason whatsoever and without incurring any liabilities to the affected applicant (s).	


Md. Kamal Uddin

Colonel
 Project Director, EVM Project
 Election Commission Secretariat

Bangladesh Election Commission
Use of Electronic Voting Machine in order to Apply ICT in
Election System (EVM) Project

Standard Request for Application (SRFA)
Financial Management Consultant (National)

(Time based)

Invitation for Tender No: ECS/EVM/Pro/SD-3.1 /2020
Issued on. 06 February 2020
Tender Package No: SD-3.1



Guidance Notes on the Use of the Standard Request for Application for Selection of Individual Consultants (National)

These guidance notes have been prepared by the CPTU to assist a Client in the preparation, using the Standard Request for Application (SRFA), for procurement of Individual Consultants (National). The Client should also refer to the Public Procurement Act 2006 (Act No 24 of 2006), and the Public Procurement Rules 2008, issued to supplement the Act available on CPTU's website: www.cptu.gov.bd/. All concerned are advised to refer to the aforementioned Act and Rules while participating in any selection process of Consultants.

Individual Consultants shall be employed in accordance with Section 38 of the Public Procurement Act 2006 and Rule 112 & Rule 104(d) of the Public Procurement Rule 2008 for assignments for which the qualifications and experience of the individual are the overriding requirements and no team of staff and no additional professional support are required.

This document shall be used when a Procuring Entity (the Client) wishes to select an Individual Consultant (National) for **assignments for which the qualifications and experience of the individual are the overriding requirement**, for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services.

Time-based Contracts are recommended when the Scope of the Services cannot be established with sufficient precision, or the duration and quantity of Services depends on variables that are beyond the control of the Consultant, or the output required of the consultants is difficult to assess.

Consultant's remuneration is based on (i) agreed unit rates for the Consultant multiplied by the actual time spent by him/her in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of Contract requires the Client to closely supervise consultants and to be involved in the daily execution of the assignment.

SRFA (PS4) has been designed to suit the particular needs of procurement within Bangladesh, and has four (4) Sections, of which **Section 1: Information to the Applicants and the Contract Agreement in Section 4 must not be altered or modified under any circumstances.**

The Client addresses its specific needs through the **Section 2: Terms of Reference (TOR)**. The way in which an Applicant expresses his/her interest is by completion and submission of the Application Forms in **Section 3**.

Guidance notes in brackets and italics are provided for both the Client and the Applicants and as such the Client should carefully decide what notes need to remain and what other guidance notes might be required to assist the Applicant in preparing its Application submission; so as to minimize the inept Selection process.

SRFA (PS4), when properly completed will provide all the information that an Individual Consultant (National) needs in order to prepare and submit an Application. This should provide a sound basis on which the Client can fairly, transparently and accurately carry out an evaluation process on the application submitted by the Individual Consultant.

SRFA(PS4) duly tailored may also be used for the purpose of Single Source Selection Method. The following briefly describes the Section of SRFA (PS4) and how a Client should use these when preparing a particular request for Applications.

Section 1: Information to the Applicants

This Section provides relevant information to help Consultants prepare their Applications. Information is also provided for submission, opening, and evaluation of Applications and on the award of Contract.

This Section also contains the criteria for selection of suitable Applicant
The text of the clauses in this section shall not be modified.

Section 2. Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the Individual Consultant to clearly understand the assignment. This section lists the Services and surveys that may be necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and Consultants' respective responsibilities.

Section 3. Application Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to readily understand and evaluate Applications in accordance with the pre-disclosed criteria. The completed forms will indicate details of the Applicant's qualifications and experience best suited to the specific assignment.

Section 4. Contract Agreement Forms

The Form of 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, the Reporting Schedule and **Cost estimates** of Services.

Section 1. Information to the Applicants

A. General

- | | |
|------------------------------------|--|
| 1. Scope of assignment | 1.1 The Client has been allocated Public fund for EVM Project (<i>Name of the Project....</i>) 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 | <p>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.</p> <p>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.</p> <p>[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]</p> |
| 3. Eligible Applicants | <p>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</p> <p>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</p> <p>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</p> <p>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.</p> <p>3.5 The Applicant has the legal capacity to enter into the Contract</p> <p>3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.</p> |



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.

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, courier service 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 - 25 points]
• Relevant Working Experience and its adequacy for the assignment	[70 – 80 points]
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	[5 - 10 points]
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 and not less than four (4).
- 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. Application Negotiations
- 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.
 - 9.2 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 finalize 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.

Section 2. Terms of Reference

Terms of Reference of Financial Management Consultant (National)

Objective and Scope of the Services

The main objective of the FM service is to provide financial management support to Election Commission Secretariat, directly reporting to the Project Director (PD). His/her duties will include but not be limited to the following:

- **Financial Management Manual:** Prepare a financial management manual that would be embodied in the Project Implementation Manual. The FM manual would include authorities and responsibilities of project staff in respect of various segments of FM functions, recording and processing procedures for payments, fund flow arrangements, budgeting and forecasting requirements, and reporting requirements, formats of vouchers, registers and reports, a comprehensive chart of accounts to capture all requisite information, outline of a computerized accounting system to generate timely and accurate financial statements and reports, accounting policies, fund flow and book keeping and reporting procedures including arrangements for consolidation of reports received from various implementing agencies, internal audit and internal control arrangements, external audit interface and compliance arrangements.
- **Budgeting:** Assist the Project Director in consolidating the project budget on the basis of approved as implementation plan. He will also have to provide some standard ratio analysis and taxation accounting (VAT, TAX, CD/VAT etc).
- **Computerized Accounting System:** The FMS will arrange to implement a Computerized Accounting System (CAS) for adopting the system for the project with capturing data.
- **Fund Management:** FM would assist the PD in obtaining quarterly fund release for GOB allocated fund and requisite government approval for use of fund for the project activities.
- **Processing Payments:** Ensure appropriate continuous arrangement in place for smooth processing, approval and payments of bills for procurement of goods, works and services for the project from all sources of funds complying relevant GOB rules, maintaining requisites files, records and books, following internal control and safeguard measures.
- **Internal Control:** Ensure that all policies and procedures are in compliance with funding source policies, procedures and requirements and will review the efficacy of internal controls in place and suggest adopting best practices to improve internal governance and to reduce opportunities for corruption
- **Books and Records:** The FMS will ensure maintenance of the adequate registers, books and records in appropriate order to meet the statutory requirements of stakeholders.
- **Fixed Assets Record:** Ensure that the computerized fixed assets records are maintained and user of each asset and the annual and periodical inventory of the assets and updating of the records.
- **Preparation of Financial Statements and Reports:** The FMS will coordinate and ensure that the annual financial statements and other monthly and quarterly reports.



- Internal Audit: The FMC will take initiatives for Internal Audit which would be conducted throughout the project by an external firm if any. The FMS will present the internal audit report findings to the Project Steering Committee for its review and instructions to follow up.
- Special Assignments: Participate in Project Procurement/Tender Committee meetings and activities; assist/advise the PO in all financial matters as and when required.

Qualification and Skills

- Financial Management Consultant (FMC) should be a Chartered Accountant or Cost Management Accountant/ Masters in Accounting/Finance/MBA (Finance)/ Masters in other relevant subject
- Should have 10 years of minimum Experience in a supervisory position as Financial Management Consultant/ Specialist in GoB projects under any Government Ministries or Semi Government Agencies.
- Knowledgeable in Government of Bangladesh (GOB) budgeting, fund release and reporting formalities, and disbursement procedures.
- Have hands on experience in MS office and accounting software available in the market.
- Proven track record of ability to design accounts hierarchy table and develop accounts chart on both cash basis and accrual basis accounting conforming to DPP/TPP.
- Ability to develop simple accounting, bank reconciliation and store and fixed assets management guidelines and impart training to the project staff on financial management system.

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:

Md. Kamal Uddin
Colonel
Project Director
EVM Project

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 <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 Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i> <i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>								
	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:								

10

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

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Print name

--

Date of Signing

dd / mm / yy

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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**.

(1) Remuneration

Rate (per month / day / hour in Tk)	Staff Time (No. month / day / hour)	Total (Tk)

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance			
(b) Air Travel Costs			
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (<i>to be listed</i>)			
		Sub-total	

CONTRACT CEILING (1) + (2)	
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