

Government of the People's Republic of Bangladesh  
National Board of Revenue  
Bond Management Automation Project  
Segunbaghicha, Dhaka  
[www.nbr.gov.bd](http://www.nbr.gov.bd)

Memo No:08.01.0000.56.07.041.16 (Part-1) /50

Date: 19.02.2018.

Request for Expression of Interest (EOI)  
for  
Selection of Individual Consultant (National)

1. Ministry/Division : Internal Resources Division (IRD), Ministry of Finance
2. Agency : National Board of Revenue (NBR)
3. Procuring Entity Name : Project Director, Bond Management Automation Project (BMAP).
4. Procuring Entity District : Dhaka
5. Expression of Interest for : Individual Consultant (National) under BMAP selection of
6. Title of Service : Selection of Procurement Specialist
7. Budget and Source of Funds : Development Budget, GOB
8. Project Code (if applicable) : 5-1103-5001
9. Project Name : Bond Management Automation Project (BMAP)
10. EOI & RFA Closing Date & Time : 11.03.2018 at 2.00 PM (Local Time)
11. EOI & RFA Opening Place, Date & Time : Project Director office, BMAP, Room No.509 (Level-04), National Board of Revenue (NBR), Segunbaghicha, Dhaka, 11.03.2018 at 2.30 PM (Local Time).
12. Place of Application Submission : Project Director office, BMAP, Room No.509 (Level-04), National Board of Revenue (NBR), Segunbaghicha, Dhaka (RFA can be collected from PD office from 20-02-2018 to 08.03.2018 during office time). Application may be submitted through email.

13. The Government of People's Republic of Bangladesh has a provision of a project under NBR and intends to apply a part of the proceeds to cover eligible payments under the contract for providing consultancy services by hiring a Procurement Specialist (PS) for the project as an individual local consultant.

As a part of his/her duties, Procurement Specialist will assist the Project Implementation Unit (PIU) in procuring works/goods/services under the project mentioned above following the Public Procurement Acts and Rules of the Government of Bangladesh (GoB). The overall responsibility of the Procurement Specialist for the Project is to establish and operate the procurement management system in the project.

Procurement Specialist will have to ensure financial safeguards through sound procurement procedure for facilitating smooth implementation of the project activities. The service includes but not limited to:

- (xii) Prepare an overall procurement plan for all goods, works and services to be procured during the project period;
- (xiii) Determine the appropriate procurement method to procure goods/works/services for each contract;

- (xiv) Update Procurement Plan and Procurement Schedule in compliance with Acts 2006 and Rules 2008;
- (xv) Assist the project to prepare the project Procurement Strategy for Development (PPSD) in regard to collect necessary and relevant procurement data or information;
- (xvi) Prepare/review/finalize procurement documents like bidding documents, Request for Proposals (RFP), bid/proposal evaluation reports etc. for all contract packages in accordance with the procurement procedure of the People's Republic of Bangladesh (Public Procurement Act 2006 and Public Procurement Rules 2008);
- (xvii) Ensure that procurement is done in accordance with the provisions of the PPA & PPR;
- (xviii) Prepare final report assessing procurement performance;
- (xix) Finalize specification of goods, prepare bidding documents and bidding advertisements;
- (xx) Organize/assist opening and evaluation of bids, contract awards in accordance with PPA & PPR;
- (xxi) Supervise the implementation of contracts including transportation, delivery, acceptance and storage;
- (xxii) Verify payments due under procurement contracts and help prepare applications for payment.

14. The qualifications and experiences of the consultant required for the assignment are as follows:

Sl. No	Particulars of Positions	Educational Qualification	Requirement of experiences and adequacies
1.	<b>Name of Position:</b> Procurement Specialist <b>Number of Position:</b> 01 (One) <b>Man Month:</b> 12	Master's in Procurement/economics/ statistics/ finance/ business administration/ management/law/B. Sc. Engineering or other relevant subject;	<ul style="list-style-type: none"> <li>• At least 15 years of work experience with 8 years in public procurement in capacity of Procurement Consultant.</li> <li>• Proven working experience on procurement following PPA 2006 and PPR 2008;</li> <li>• Advance training on procurement or supply chain management will be an added advantage for the candidate.</li> <li>• Proven experience in decision making in donor/GoB funded procurement.</li> <li>• Fluency in English language and good communications skills.</li> <li>• Good computer skill on MS Word, MS Excel, Power Point.</li> </ul>

15. The tenure of the appointment will be for 12 (twelve) man months which may be extended, if necessary.

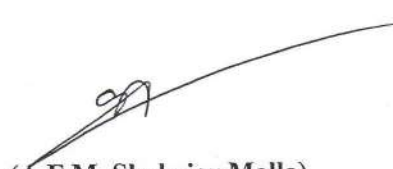
16. Age limit of the indivisible consultant: Maximum 63 (sixty three) years.

The Project Director, Bond Management Automation Project (BMAP), NBR now invites eligible Applicants to apply for the positions. Applicants are invited to provide information indicating that they are qualified to perform the services (complete CV with other details as required as per the Application Forms).

Consultant will be selected using the selection of individual consultant sub-method in accordance with the Public Procurement Act 2006 and Public Procurement Rule 2008. It is expected that the services will be commenced in **March, 2018**.

Interested Candidates are requested to submit their expressions of interest in accordance with the standard Application Forms. Application forms and other details may be obtained from the office of the undersigned during normal office hours (or available in the NBR website: **www.nbr.gov.bd**)

The Client reserves the right to accept or reject any/all Expression of Interest (EOI).



(A.F.M. Shahriar Molla)

**Project Director**

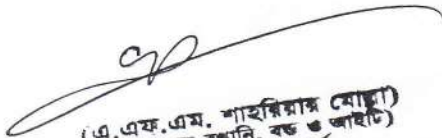
**Bond Management Automation Project,**  
Room No.509, National Board of Revenue,  
Segunbaghicha, Dhaka  
Phone: +880-2-8391328  
Email: pdbmapnbr@gmail.com



**GOVERNMENT OF THE PEOPLE'S REPUBLIC  
OF BANGLADESH**

**Request for Application (RFA)  
for  
Selection of Procurement Specialist as Individual  
Consultant (National) (Time Based)**

**Office of the Project Director  
Bond Management Automation Project, Room No.509,  
National Board of Revenue  
Rajeshobhaban, Segunbaghicha, Dhaka  
[www.nbr.gov.bd](http://www.nbr.gov.bd)**

  
(এ.এফ.এম. শাহরিয়ার হোসেন)  
সদস্য (ভকস রজানি, বড ও জাহাট)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
আবহতি/করণ প্রকল্প

## Table of Contents

<b>Section 1. Information to the Applicants</b>	<b>3</b>
<b>A. General</b>	<b>3</b>
1. Scope of assignment	3
2. Qualifications of the Applicant	3
3. Eligible Applicants	4
4. Corrupt, Fraudulent, Collusive or Coercive Practices	4
5. Conflict of Interest	4
<b>B. Preparation, Submission &amp; Modification or Substitution of Applications</b>	<b>5</b>
6. Preparation of Application	5
7. Submission of Application	5
<b>C. Evaluation of Applications</b>	<b>5</b>
8. Evaluation of applications	6
9. Application Negotiations	7
<b>D. Award of Contract</b>	<b>7</b>
10. Award of Contract	7
11. Debriefing	7
12. Commencement of Services	7
<b>Section 2. Terms of Reference</b>	<b>8</b>
<b>Section 3. Application Forms</b>	<b>10</b>
Form 3A. Application Submission	11
Attachment:	12
Form 3B. Curriculum Vitae (CV) of the Applicant	13
Form 3C. Indicative Remuneration & Expenses	15
<b>Section 4. Contract Forms</b>	<b>16</b>
4.1 Contract Agreement (Time-based)	16
General	16
1. Services	16
2. Duration	16
3. Corrupt, Fraudulent, Collusive or Coercive Practices	17
4. Applicable Law	17
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	18
10. Ceiling Amount	18
11. Remuneration	18
12. Reimbursables	19
13. Payment Conditions	19
Obligations of the Consultant	19
14. Medical Arrangements	19
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
<b>Obligations of the Client .....</b>	<b>20</b>
21. Services, Facilities and Property .....	20
<b>Termination and Settlement of Disputes .....</b>	<b>20</b>
22. Termination .....	21
23. Dispute Resolution .....	22
<b>ANNEX A: Description of the Services .....</b>	<b>23</b>
<b>ANNEX B: Cost estimates of Services and Schedule of Rates .....</b>	<b>24</b>
<b>ANNEX C: Consultant's Reporting Obligations .....</b>	<b>25</b>
<b>Request for Expressions of Interest .....</b>	<b>25</b>



# Section 1. Information to the Applicants

## A. General

1. Scope of assignment
- 1.1 The Client has been allocated Public fund for Bond Management Automation Project (BMAP) 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.

## 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 11.03.2018 up to 2.00 pm. 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:

Criteria	Points
• Educational Qualification	30
• 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).	5
<b>Total points:</b>	<b>95 points</b>

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points *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. 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 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

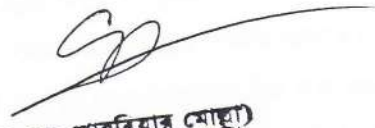
- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.

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 March, 2018 at the location National Board of Revenue (NBR), Rajeshobhaban, Segunbaghicha, Dhaka. The duration of the contract shall be for 12 (twelve) months in two phases from the date of commencement.

  
এ.এফ.এম. শাহরিয়ার মোহাম্মদ  
সদস্য (সকল রঙালি, বড ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
বড ব্যবস্থাপনা স্বয়ংক্রিয়করণ প্রকল্প  
ফোন: + ৮৮০-২-৮৩৯১৩২৮



## Section 2. Terms of Reference

The Terms of Reference contain the following sections, expanded as deemed necessary:

- (a) Back ground and general descriptions
- (b) Objectives of the Services required
- (c) Scope of the Services required ( duties and responsibility):
- (d) Selection Criteria: As per the method of Selection of Individual Consultant as detailed in this Request for Application.
- (e) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant.

### Back ground and general descriptions:

The National Board of Revenue (NBR) created a separate Bond Commissionerate in 2000 to administer the bonded warehouse facilities offered to the export oriented industries, selected home consumption bonded industries, diplomatic bond etc. The main reason for offering this bonded warehouse facility was to provide liquidity support to these export oriented industries. As the volume of businesses expanded considerably over the years, in 2011 the Bond Commissionerate was split into two – Dhaka and Chittagong. Administrative functions of Bond Commissionerate are:

- A. Issue and manage bonded warehouse license
- B. Facilitate the export oriented businesses
- C. Ensure proper collection of revenue
- D. Control misuse of bond facilities through risk management
- E. Maintain database of bonded warehouses

Generally, NBR offers bonded warehouse facilities to the exporters who import duty-free raw materials for subsequent export of finished products. However, as the bond operations are closely linked with the growth of local industries, any pilferage or misuse of this facility would cause serious dent in the growth of local industries and huge loss in government revenue. Current system of manual overseeing and management is causing huge inefficiency in the entire process. These inefficiencies result in higher cost of doing businesses for the export-oriented industries, which need to remain very competitive in the international market where they operate. Besides, a section of unscrupulous businesses are also taking full advantage of manual operating system of Bond Commissionerates. Therefore the entire bond management

must be automated to enable Bond Commissionerates to provide more efficient services to the deserving bond licensees while effectively control its misuse.

### Strategic Objects

- A. Review the existing business process and legal framework and development of legal frameworks and related business processes conducive for an automated environment;
- B. Procurements of IT systems and related hardware including data center;
- C. Establishment of IT enabled Environment& PIU setup and operations;
- D. Integration with other systems (ASYCUDA, IVAS, Banks etc.);
- E. Redesigning Bond Administration in the line with newly developed functions;
- F. Capacity Building (Training & Change management programs); and
- G. Stakeholders' awareness and training.

### Objectives of the Services required

#### Scope of the Services required (duties and responsibility)

Procurement Specialist will have to ensure financial safeguards through sound procurement procedure for facilitating smooth implementation of the project activities. The service includes but not limited to:

- (i) Prepare an overall procurement plan for all goods, works and services to be procured during the project period;
- (ii) Update Procurement Plan and Procurement Schedule in compliance with Acts and Rules;
- (iii) Assist the project to prepare the project Procurement Strategy for Development (PPSD) in regards to collect necessary and relevant procurement data or information;
- (iv) Prepare/review/finalize procurement documents like bidding documents, Request for Proposals (RFP), bid/proposal evaluation reports etc. for all contract packages in accordance with the procurement procedure of the People's Republic of Bangladesh (Public Procurement Act 2006, Public Procurement Act 2009, and Public Procurement Rules 2008;
- (v) Ensure that procurement is done in accordance with the provisions of the PPA & PPR;
- (vi) Prepare final report assessing procurement performance
- (vii) Determine the appropriate procurement method to procure goods/works/services for each contract;
- (viii) Finalize specification of goods, prepare bidding documents and bidding advertisements;
- (ix) Organize/assist opening and evaluation of bids, contract awards in accordance with PPA & PPR;
- (x) Supervise the implementation of contracts including transportation, delivery, acceptance and storage;



- (xi) Verify payments due under procurement contracts and help prepare applications for payment;


The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

## Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

  
(এ.এফ.এম. শাহরিয়ার মোস্তা)  
সদস্য (ভুক্ত রঙানি, বড ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
বড ব্যবস্থাপনা স্বয়ংক্রিয়করণ প্রকল্প  
ফোন: + ৮৮০-২-৮৩৯১৩২৮



## 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.

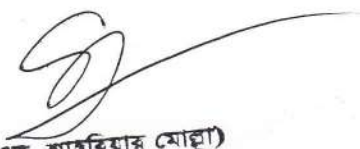
I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1.

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

I remain,

Yours sincerely,

Signature

  
(এ, এফ, এম, শাহরিয়ার হোসেন)  
সদস্য (ডকঃ রপ্তানি, বহু ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
নতুন বাস্তবায়ন প্রকল্প  
ফোন নং: ৮৮০-২-৮৩৯১৩২৮

Print name

Address:

Tel:

Attachment:

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

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



EMPLOYER 4 (etc)

FROM:

TO:

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

  
(এ.এফ.এম. শাহরিয়ার মোল্লা)  
সদস্য (সকল রঙিন, বস ও আইডি)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
বস্ত্র ব্যবস্থাপনা সময়কালীন প্রকল্প  
ফোন: + ৮৮০-২-৮৩৯১৩২৮

## 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 in Tk)	Staff Time (No. month)	Total (Tk)
	12 (twelve)	

**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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(এ.এফ.এস. সাহিরিয়ার মোল্লা)  
সদস্য (শুধু রপ্তানি, বন্ড ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
বন্ড ব্যবস্থাপনা স্বয়ংক্রিয়করণ প্রকল্প  
ফোন: + ৮৮০-২-৮৩৯১৩২৮

## Section 4. Contract Forms

### 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].

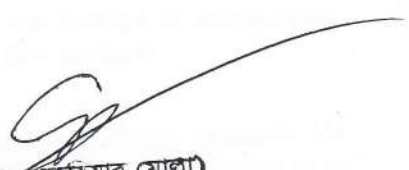
WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

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], 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. |

  
(এ.এফ.এম. শাহরিয়ার মোস্তা)  
সদস্য (ডক্টর রত্না, বড ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
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এক্স-ব্যবস্থাপনা স্বয়ংক্রিয়করণ প্রকল্প  
ফোন: + ৮৮০-২-৮৩৯১৩২৮





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.<br><br>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], 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.<br><br>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 <b>ANNEX B</b> "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly.<br><br>11.2 <b>Monthly Rate:</b> 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 <b>Per Diem Allowance:</b> 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.<br><br>12.2 <b>Travel Costs:</b> 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. Payment  
Conditions

13.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within fifteen (15) calendar days of receipt of the Invoice as the case may be.

13.2 **Advance Payment:** *not applicable*.

13.3 **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.

13.4 **Final Payment:** The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory to 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.

13.5 **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.

13.6 **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**

14. 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.

15. 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 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the Contract.



- |  |   |
|--|---|
| 16. Performance Standard                               | 16.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.   |
| 17. Contract Administration                            | <p>17.1 <b>Client's Representative</b><br/>The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.</p> <p>17.2 <b>Timesheets</b><br/>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.</p>                           |
| 18. 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.   |
| 19. Consultant's Liabilities                           | <p>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.</p> <p>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.</p> |
| 20. Consultant not to be Engaged in Certain Activities | 20.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing 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**

- |                                       |  |
|---------------------------------------|--|
| 21. 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**

- |                 |  |
|-----------------|--|
| 22. Termination | <p>22.1 <b>By the Client</b><br/>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.</p> <p>22.2 <b>By the Consultant</b><br/>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.</p> |
|-----------------|--|

23. 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 WHERE OF 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 C: Consultant's Reporting Obligations

২. এফ.এম. শাহরিয়ার মোহাম্মদ  
সদস্য (চক্ৰ: রত্নানি, বস্ত ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
ও  
প্রকল্প পরিচালক  
বঙ্গ ব্যবস্থাপনা স্মারকক্রিয়করণ প্রকল্প  
ফোন নং: + ৮৮০-২-৮৩৯১৩২৮

## ANNEX A: Description of the Services

[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided, (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).

[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.

1. The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.

2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.

(a) Address of the Client:  
(With phone number, Fax number & e-mail)

(b) Address of the Client:  
(With phone number, Fax number & e-mail)

3. Logistics and facilities to be provided to the Consultant by the Client are listed below:

- Office space with furniture including file cabinet and electric connection;
- Office Assistant(s)/Support staff;
- Office equipment like computer, printer etc;
- Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.
- Any other facilities agreed by both Client & the Consultant.

(এ.এফ.এম. শাহরিয়ার মোস্তা)  
সদস্য (ডক্টর রত্নানি, বড ও আইটি)  
জাতীয় রাজস্ব বোর্ড  
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## ANNEX B: Cost estimates of Services and Schedule of Rates

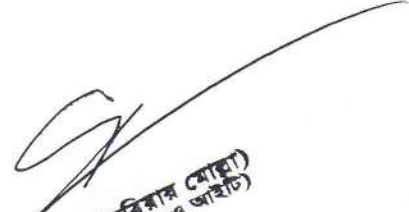
### (A) Remuneration

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

### (B) Reimbursable

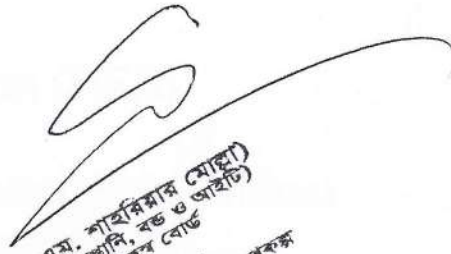
Items of reimbursable	Unit	Qty	Rate(Taka )	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x (d)
(a) Per Diem Allowance				
(b) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =		

<b>CONTRACT CEILING (A) +(B)=</b>	<b>Total =</b>
-----------------------------------	----------------

  
 (এ.এফ.এম. শাহরিয়ার হোসেন)  
 সদস্য (ভুক্ত মডার্ন, বড ও আইটি)  
 জাতীয় রাজস্ব বোর্ড  
 প্রকল্প পরিচালক  
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 ফোনঃ + ৮৮০-২-৮৩৬১৩২৮

## ANNEX C: Consultant's Reporting Obligations

Sl. No.	Reports	Persons to Receive them	Date of Submission
1	Monthly Report	Project Director	End of each month.
2	Final Report		Last month of the contract period.

  
 (এ.এফ.এম. শাহরিয়ার মোহাম্মদ)  
 সদস্য (চুক্তি ইন্ডাস্ট্রি, বহু ও আইটি)  
 জাতীয় রাজস্ব বোর্ড  
 ও  
 প্রকল্প পরিচালক  
 বহু ব্যবস্থাপনা প্রকল্প/অর্থায়ন প্রকল্প  
 ফোন: + ৮৮০-২-৮৩৯১৩২৮