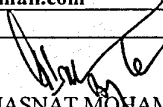


**BANGLADESH ELECTION COMMISSION**  
 Identification System for Enhancing Access to Services IDEA Project (2nd Phase)  
 Nirbachan Bhaban (Floor-8)  
 Agargaon, Dhaka-1207.

**Request for Expression of Interest (EOI)**

<b>GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH</b>		
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 <sup>nd</sup> Phase)
4	Client Code	Not used at present
5	Client District	Dhaka
6	Expression of Interest for Selection of	Selection of Procurement Consultant
7	EOI Ref No	17.14.0000.240.07.102.2022/- 3155
8	Date	13 December 2022
<b>KEY INFORMATION</b>		
9	Procurement Method	Selection of Individual Consultant (SIC)
<b>FUNDING INFORMATION</b>		
10	Source of Funds	Government of Bangladesh (GoB) (Development Budget)
11	Development Partners (if applicable)	Not Applicable
<b>PARTICULAR INFORMATION</b>		
12	Project / Program Code (if applicable)	224331200
13	Project Name (if applicable)	Identification System for Enhancing Access to Services (IDEA) Project (2 <sup>nd</sup> Phase)
14	EOI Closing Date and Time	03 January 2023 & Time: 03:00 PM
<b>INFORMATION FOR APPLICANT</b>		
15	Brief Description of Assignment	Selection of Procurement Consultant
16	Qualification and Experience	<p><b>Educational Qualifications</b></p> <ol style="list-style-type: none"> <li>1) Bachelor degree or equivalent in Engineering or Masters in Procurement / Accounting/ Finance/ Business Administration/ Management/Law.</li> <li>2) MCIPS or equivalent Professional degree in Procurement from any internationally recognized institution will be given preference.</li> </ol> <p><b>Experience:</b></p> <ul style="list-style-type: none"> <li>- Minimum 10 years' experience in a responsible position in government/ UN Agencies/ World Bank/ ADB's procurement activities.</li> <li>- Must have a minimum of 5 years' experience in the field of procurement as Consultant in GoB funded development project.</li> <li>- Sound understanding of principles underlying good procurement practices; procurement guidelines of PPA and PPR; procurement rules and procedures of the Government of Bangladesh</li> <li>- Ability to identify and resolve procurement issues.</li> <li>- Excellent interpersonal skill in contract and contract negotiation</li> <li>- Excellent communication skills in English for general communication, writing reports, and negotiation</li> <li>- possess adequate physical and mental ability to serve for next 10-15 years.</li> </ul> <p><b>Special Responsibilities: As per ToR</b></p>
17	Other Details (if applicable)	Interested applicants shall obtain further information from the Project Office from 10:00 AM to 4:00 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 <a href="mailto:pd.idea2.bd@gmail.com">pd.idea2.bd@gmail.com</a> . The Standard Request for Application (SRFA) for the position will be found at <a href="http://www.ecs.gov.bd">www.ecs.gov.bd</a> & <a href="http://www.nidw.gov.bd">www.nidw.gov.bd</a> & <a href="http://cptu.gov.bd">cptu.gov.bd</a>
<b>CLIENT DETAILS</b>		
18	Name of Official Inviting EOI	Abul Hasnat Mohammad Sayem
19	Designation of Official Inviting EOI	Project Director
20	Address of Official Inviting EOI	Identification System for Enhancing Access to Services (IDEA) Project (2 <sup>nd</sup> Phase) Nirbachan Bhaban (Floor-8), Agargaon, Dhaka
21	Contract details of Official Inviting EOI	Telephone: 00-88-02-55007594 Electronic mail address: <a href="mailto:pd.idea2.bd@gmail.com">pd.idea2.bd@gmail.com</a>
The Client reserves the right to reject all EOI's		

  
**ABUL HASNAT MOHAMMAD SAYEM**  
 Brigadier General  
 Project Director  
 IDEA Project (2<sup>nd</sup> Phase)

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**Bangladesh Election Commission  
Identification System for Enhancing Access to Services  
(IDEA) Project (2<sup>nd</sup> Phase)**

**Type-PS4  
Standard Request for Application (SRFA)**

**Selection of Individual Consultant for  
Procurement Consultant (National)**

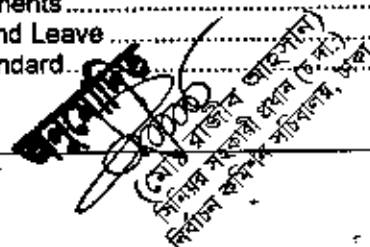
**(Time Based)**

**Invitation for Expression of Interest No:**  
Issued on:.....  
Package No: PS-4

**অনুমোদিত**  
১০/০৫/২০১০  
শ্রীমত মোস্তাফিজ হোসেন (স.সি.)  
সিনিয়র প্রকল্প পরিচালক (স.সি.)  
নির্বাচন কমিশন, ঢাকা

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**আনবাহিনী**

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সি.এ.সি.সি. (সি.এ.সি.সি.)

সি.এ.সি.সি. (সি.এ.সি.সি.)

সি.এ.সি.সি. (সি.এ.সি.সি.)

সি.এ.সি.সি. (সি.এ.সি.সি.)

# 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 (2<sup>nd</sup> 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.

(CRIB) প্রকল্প পরিচালনা (উ.স.)  
 শিক্ষা অধিদপ্তর, ঢাকা  
 তারিখ: ১৫/০৫/১৯



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## 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.

**भारतीय प्रशासनिक सेवा**  
 (कॉन्ट्रिब्यूटिव प्रशासन (क.प्र.))  
 प्रशासन परीक्षा केंद्र (5. पी.)  
 राष्ट्रीय प्रशासन प्रशिक्षण संस्थान, उत्तर

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8.2 The points to be given under each of the evaluation Criteria are:

[Client shall fixed the Points]

Criteria	Points
• Educational Qualification	30
• Relevant Working Experience and its adequacy for the assignment	50
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	15
<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 *[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.

**স্বাক্ষর**  
 (স্বাক্ষর করা হবে)  
 প্রোগ্রামার প্রকৌশলী (স.স.)  
 বিদ্যুৎ সরঞ্জাম বিভাগ, জেলা



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 [.. insert date...] at the location [ insert place..)]. The duration of the contract shall be [.... Months] from the date of commencement.

(नाम राजीव आर्याण)
   
 निदेश-संरक्षणी स्थान (ड.ना.)
   
 निदेश-संरक्षणी स्थान, राजीव

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## Section 2. Terms of Reference

### Terms of Reference of Procurement Consultant

#### 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 also been 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. This system is expected to be a strategic national resource to facilitate delivery of public and private services to their intended beneficiaries. The Identification System for Enhancing Access to Services (IDEA) Project (2<sup>nd</sup> Phase) has been given responsibility for undertaking such an important task by BEC. Procurement of different goods, services and works are important part of the project. In order to ensure smooth and timely completion of different goods, services and works, a highly qualified and experienced consultant is needed.

The IDEA-2 Project now desires to contract the services of an individual procurement consultant (National) to assist in procuring of goods, works and services for the Project. The consultant would be selected following the PPA 2006 and PPR 2008.

#### Educational Qualifications

- 1) Bachelor degree or equivalent in Engineering or Masters in Procurement/ Accounting/ Finance/Business Administration/ Management/Law.
- 2) MCIPS or equivalent professional degree in Procurement from any internationally recognized institution will be given preference.

#### Experience

- Minimum 10 years' experience in a responsible position in government/ UN Agencies/ World Bank/ ADB's procurement activities.
- Must have a minimum of 5 years' experience in the field of procurement as Consultant in GoB funded development project.
- Sound understanding of principles underlying good procurement practices; procurement guidelines of PPA and PPR; procurement rules and procedures of the Government of Bangladesh
- Ability to identify and resolve procurement issues.
- Excellent interpersonal skill in contract and contract negotiation
- Excellent communication skills in English for general communication, writing reports, and negotiation
- Possess adequate physical and mental ability to serve for next 10-15 years.

Disqualification: Persons did not complete any contract with BEC or IDEA (2<sup>nd</sup> phase) project will be considered as disqualification.

#### Objective of the assignment

The objective of this assignment is to ensure effective management of all procurement related activities during the project implementation period with specialized technical support regarding aspects pertaining to the procurement of goods, works and services for the Project in line with the policies and procedures of the Government of Bangladesh.

বাংলাদেশ নির্বাচন কমিশন (BEC)
   
 (সিটি) বাংলাদেশ জাতিসংঘ
   
 পরিচালনা কেন্দ্র (১০/১০)
   
 ১০০ ফার্মস্ট্রিট, ঢাকা



### Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable

अनुदानसिद्धि  
120000  
(सोडो डो.डी.ए.ए.आर.ए.ए.ए.)  
विश्वविद्यालय, दिल्ली  
विश्वविद्यालय, दिल्ली

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# 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:

**স্বাক্ষরিত**  
**০৫/১২/২০০৬**  
(গোপাল রায় আফ্রানি)  
মিনিম সলিউশন প্রাইভেট লিমিটেড (প.সি.)  
সিআইসি সেক্টর, জিআইসি, ঢাকা

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## 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 : *Please specify your educational qualifications in details with the following information as per table below.*

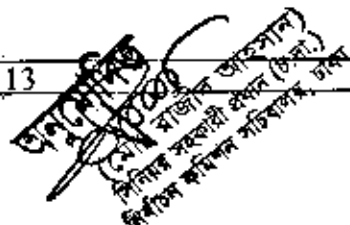
Exam	Institution	Group	Passing Year	Division/Class/GP A
SSC				
HSC				
Graduation/Equivalent Degree				
Masters/Equivalent				
Post or Master Degree Above (if any)				
Professional Degree (relevant) (if any)				
Any other degree (if any)				

*[list all the degree with colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education, professional Degree, Phd degree 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].*

Sl.	Name of the course/training (relevant)	Institution	Duration		
			From	To	Days/Months/Year

8 LANGUAGES & DEGREE OF : Language      Speaking      Reading      Writing



2607

**PROFICIENCY**

e.g. English      Fluent      Excellent      Excellent

Sl.	Name of the course/training (relevant)	Institution	Duration		
			From	To	Days/Months/Year

**9 COUNTRIES OF WORK EXPERIENCE**

**10 EMPLOYMENT RECORD**

*[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 distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].*

*[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:

S.I.	Organization	Position	Working area (short description)	Duration		
				From	To	Days/Months/Year

**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].*

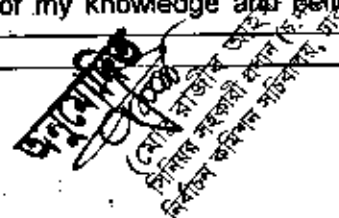
**12 COMPUTER SKILL**

Sl.	Name of the course/training (relevant)	Institution	Duration		
			From	To	Days/Months/Year

**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



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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			

**आयुक्त**  
**सिद्धि**  
(बोर्ड राज्यालय आह्वान)  
सिद्धि संस्कृती स्थान (ड.स.)  
निर्वाहक कर्मचारी सचिवालय, राज्या



## Form 3C. Indicative Remuneration & Expenses

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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/Month)	Period in months	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
		30 Months	
Remuneration is made on a [monthly] rate		Sub-Total (A)	

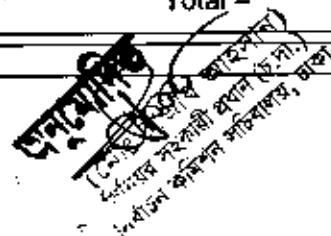
Note: A month consists of 30 calendar days.

### (B) Reimbursable

	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance	(not more than tk 5000/- per day)		
(b) Air Travel Costs	Not Applicable		
(c) Other Travel Costs (state mode of travel)	As per actual cost		
(d) Communication charges	Not Applicable		
(e) Reproduction of Reports	Not Applicable		
(f) Telephone Bill/Mobile bill	At actual (not more than tk 2500/- per month)		
(g) Internet Bill	At actual (not more than tk 2000/- per month)	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.

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



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## 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.

सुभाषिणी  
(साठ साठोव आठराव)  
जिनायत मारकाशी इथान (दि.सा.)  
जिनायत मारकाशी मारकाशी, काका

## 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].

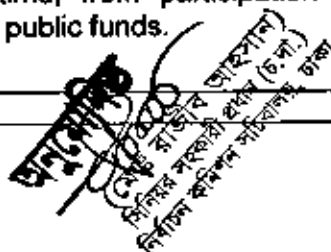
WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and[pl

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 30 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:

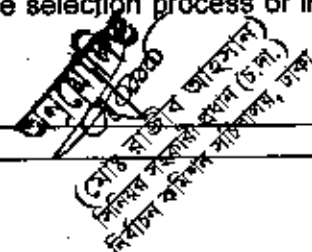
**"corrupt practice"** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement 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.



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## 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

স্বাক্ষরিত  
 ০৫/০৬/১৯  
 (স্বাক্ষর)  
 জনস্বাস্থ্য সুরক্ষা অধিদপ্তর (স্বাস্থ্য)  
 জনস্বাস্থ্য সুরক্ষা অধিদপ্তর, ঢাকা

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(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.

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19. 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**

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

**অনুলিপি**  
শ্রীমান রাজীব আহসান  
সিনিয়র সাক্ষরী প্রধান (চ.স.)  
নির্বাহন প্রকৌশল সচিবালয়, ঢাকা





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## ANNEX A: Description of the Services

### Terms of Reference of Procurement Consultant

#### 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 also been 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. This system is expected to be a strategic national resource to facilitate delivery of public and private services to their intended beneficiaries. The Identification System for Enhancing Access to Services (IDEA) Project (2<sup>nd</sup> Phase) has been given responsibility for undertaking such an important task by BEC. Procurement of different goods, services and works are important part of the project. In order to ensure smooth and timely completion of different goods, services and works, a highly qualified and experienced consultant is needed.

The IDEA-2 Project now desires to contract the services of an individual procurement consultant (National) to assist in procuring of goods, works and services for the Project. The consultant would be selected following the PPA 2006 and PPR 2008.

#### Educational Qualifications

- 1) Bachelor degree or equivalent in Engineering or Masters in Procurement/ Accounting/ Finance/Business Administration/ Management/Law.
- 2) MCIPS or equivalent professional degree in Procurement from any internationally recognized institution will be given preference.

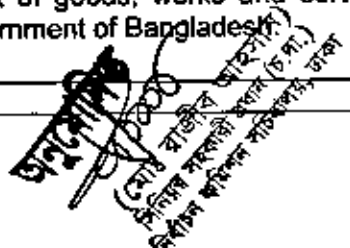
#### Experience

- Minimum 10 years' experience in a responsible position in government/ UN Agencies/ World Bank/ ADB's procurement activities.
- Must have a minimum of 5 years' experience in the field of procurement as Consultant in GoB funded development project.
- Sound understanding of principles underlying good procurement practices; procurement guidelines of PPA and PPR; procurement rules and procedures of the Government of Bangladesh
- Ability to identify and resolve procurement issues.
- Excellent interpersonal skill in contract and contract negotiation
- Excellent communication skills in English for general communication, writing reports, and negotiation
- Possess adequate physical and mental ability to serve for next 10-15 years.

**Disqualification:** Persons did not complete any contract with BEC or IDEA (2<sup>nd</sup> phase) project will be considered as disqualification.

#### Objective of the assignment

The objective of this assignment is to ensure effective management of all procurement related activities during the project implementation period with specialized technical support regarding aspects pertaining to the procurement of goods, works and services for the Project in line with the policies and procedures of the Government of Bangladesh.





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**ANNEX B: Cost estimates of Services and Schedule of Rates**

**A) Remuneration**

Name of Consultant	Rate (Taka/Month)	Period in months	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
		30 Months	
Remuneration is made on a [monthly] rate		Sub-Total (A)	

Note: A month consists of 30 calendar days.

**(B) Reimbursable**

	Rate per unit	Total unit	Total Amount (Tk)
(f) Per Diem Allowance	(not more than tk 5000/- per day)		
(g) Air Travel Costs	Not Applicable		
(h) Other Travel Costs (state mode of travel)	As per actual cost		
(i) Communication charges	Not Applicable		
(j) Reproduction of Reports	Not Applicable		
(f) Telephone Bill/Mobile bill	At actual (not more than tk 2500/- per month)		
(g) Internet Bill	At actual (not more than tk 2000/- per month)	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.

<b>CONTRACT CEILING (A) +(B)=</b>	<b>Total =</b>
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**১৫/০৫/২০১৭**  
 প্রকল্প পরিচালক (স.প.)  
 জাতীয় পরিষদ পরিদপ্তর, ঢাকা