



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

**Request for Application (RFA)
Selection of Individual Consultant (National)**

**Financial Management Specialist
(Time Based)**

**Bangladesh Environmental Sustainability and Transformation (BEST) Project
Department of Environment
Ministry of Environment, Forest and Climate Change**

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.

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Section 1. Information to the Applicants

A. General

1. **Scope of assignment**
 - 1.1 The Client has been allocated Public fund for **Bangladesh Environmental Sustainability and Transformation (BEST) Project** 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 [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	<i>20 points</i>
• Relevant Working Experience and its adequacy for the assignment	<i>60 points</i>
• Suitability considering age, skill (such as training, computer skills, sound knowledge on PPR and others).	<i>10 points</i>
Total points:	90 points

- 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 ten (10) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.
- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 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

9. Application Negotiations

D. Award of Contract

- 10. Award of Contract**
- 11. Debriefing**
 - 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
 - 11.1 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 [within one month of hiring] at the location [Department of Environment, HQ, Dhaka]]. The duration of the contract shall be [18 months in maximum] from the date of commencement.

Section 2. Terms of Reference for Financial Management Specialist (FMS)

Background:

Bangladesh's rapid economic development, urbanization and population growth have led to serious environmental pollution that threatens the long-term sustainable development of the country. To address its environmental challenges, the Ministry of Environment, Forest and Climate (MOEFCC) of the Government of Bangladesh has requested the World Bank to support the preparation of the Bangladesh Environmental Sustainability and Transformation Project (P172817). As part of this request, the Ministry has requested a Project Preparation Advance (PPA) from the World Bank to prepare this proposed project. The ministry also decided to task its Department of Environment (DOE) to manage project preparation activities.

The proposed development objective of the project is to improve ambient air and surface water quality at selected localities of Bangladesh. This objective will be further refined during project preparation. It has five components:

- (a) **Component 1 Strengthening Environmental Governance**, which will support DoE/MOEFCC to implement policy and institutional reforms, carry out technical studies, develop various strategies/plans, procure equipment and train its staff on technical subjects, and promote environmental information disclosure and citizen engagements in its efforts to improve environmental monitoring and enforcement in the country.
- (b) **Component 2 Air Quality Management (AQM)**. This component will support specific AQM investments in Dhaka and its surrounding areas with an aim to reduce emission of air pollutants from targeted sources and thus to improve air quality. Such sources are industrial (esp. brick kilns), transport (vehicle emission, fuel quality, traffic management etc.), and municipal (road dust, construction dust, waste open burning etc.). For industrial sources, resource efficient and cleaner production (RECP) technologies will be promoted to minimize the generation of air pollutants while pollution control units may be considered as necessary to minimize the releases of air pollutants.
- (c) **Component 3 Water Quality Management (WQM)**. This component will support WQM investment in Dhaka and its surrounding areas with an aim to reduce the discharge of industrial effluents and thus improve water quality of targeted water bodies. Similarly, targeted industries will receive support from the project to adopt RECP technologies and invest in effluent treatment.
- (d) **Component 4 Plastics and Waste Management**. This component will support plastics management, hazardous and electronic wastes management at selected localities. Recycling, storage, treatment and disposal facilities may be supported to better manage such wastes.
- (e) **Component 5 Project Management**. This component will support MOEFCC/DoE and related implementing agencies to properly manage their respective project implementation.

Based on this design, the PPA will support the recruitment of the following consultants:

- (a) Feasibility Study/Design Consultant, a firm contract, to help MoEFCC/DoE and key stakeholders to design project activities, develop budget estimates and financing plans and DPP for the investment Project.
- (b) Environmental and Social Assessment Consultant, a firm contract, to help MoEFCC/DoE to prepare environmental and social assessment reports required by the government and the Bank.
- (c) Individual consultants to manage procurement, financial management and project

management/technical issues during project preparation.

For project preparation, MoEFCC/DoE has constituted a Project Preparation Team to oversee the development of the project. Hosted by DoE in Dhaka, the team is led by the Project Director, with support of procurement specialist, and financial management specialist..

Financial management will be playing a vital role in order to satisfactorily implement all the required components as planned within the fiscally agreed budget. It would involve preparation of yearly expenditure budget against the planned activities and its disbursement accordingly. It would require preparation of various financial statements and returns to comply with World Bank and government's regulations, for the Bank funded projects. The consultant will also be required to finalize the procurement package under the DPP along with the tender documents for the investment project Accordingly a highly qualified and experienced FMS will be required to regulate project budget and expenditure. S/he will be selected on competitive basis following PPR 2008/World Bank Consultants Guidelines.

Objectives The objectives of the consultancy are to ensure that BEST shall maintain or cause to be maintained a financial management system and prepare financial statements ("Financial Statements") in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project. The consultant will also finalize the in consultation with DoE/WB, costings and all the cost items of the DPP of BEST project in line with GoB Economic Code and procedures.

Scope of Work

FMS will be responsible to maintain financial records, to provide timely financial information to PD and to ensure compliance with Government of Bangladesh a) Financial Rules, b) Delegation of Powers c) Finance Department's standing orders/ instructions circulated from time to time and World Bank's Financial/ Procurement and Consultants Guidelines as referred to in the Finance and Project Agreement Devise and implement modern methods of financial management of project in line with the requirement of World Bank funded projects. The consultant will also finalize the in consultation with DoE/WB, costing and all the cost items of the DPP of BEST project in line with GoB Economic Code and procedures.

Duties of Assignment / Deliverables: FMS shall be responsible for the following **Specific Tasks:**

Budgeting and Planning

- Support the project team in preparing annual Work Plan of the project. Prepare project's annual Cash Plan on the basis of Work Plan.
- In accordance with the Government budgeting rules and regulations, prepare annual budget estimates and revised budget estimates based on Work Plan/Cash Plan. Submit the budget estimates to Planning and Development Department for inclusion in Annual Development Plan of the relevant year. Follow-up for the release of approved budget.
- Upload annual budget on IBAS⁺⁺ and prepare monthly monitoring reports comparing actual expenditure against the budget. Highlight weak performing areas for attention of PD.
- Prepare annual and quarterly disbursement forecasts for all components of the project in line with project's procurement plan and Work Plan/Cash Plan.
- Review and finalize, in consultation with DoE/WB, costings and all the cost items of the DPP of BEST project in line with GoB Economic Code and procedures.
- Assist Project Preparation Team on any modification/update of DPP budget line.

Funds Management

- Prepare cash forecasts on quarterly basis in coordination with the project team and submit to the donor for advance and replenishment of advance, once allowed.
- Prepare and process withdrawal application in accordance with the Bank's Disbursement Guidelines.
- Track funds and follow up with Bangladesh Bank and the World Bank to ensure timely credit of funds into the project's assignment account.

Expenditure/Payment Processing

- Ensure compliance with internal control framework (Operations Manual, SOPs and the Bank's fiduciary guidelines etc.) and government rules and procedures while processing payments.
- Analyze, plan, design, implement, and monitor a system to augment internal controls in line with best practices in the process of payment and expenditure management.
- Apply pre-audit checks on all payments before payment from the assignment accounts including budget availability, sanction of competent authority and compliance with applicable financial rules & regulations.
- Ensure that No Objection Letter (NOL) is obtained from the Bank for every prior review activity before processing any payment.
- Ensure that only eligible payments are forwarded for PD's approval and drawing funds from the assignment account.
- Manage financial aspects of the contracts under implementation, including payment terms, purchase orders and variation orders.

Accounting and Record Management

- Record all transactions timely and accurately in the books of accounts (both in BDT and US\$) and ensure that no expenditure remained unaccounted.
- Maintain accounts on cash basis as per government accounting procedure i.e. New Accounting Model and CGA's approved Financial Management Manual.
- Maintain FAMS software being implemented at the project.
- Oversee the process of entering transaction level data in FAMS and generating vouchers from the system.
- Ensure up-to-date maintenance of adequate registers, books of accounts and records in appropriate order and format to meet the government and donors' requirements and to facilitate classification and analyzing the financial information for monitoring the project progress.
- Prepare supplementary record which provides timely and up-to-date financial information of community contracting and consultancies.
- Maintain imprest of petty cash and ensure maintenance of separate petty cash book and petty cash vouchers and compliance with petty cash SOPs approved by the World Bank.
- Prepare monthly bank reconciliation statements of assignment account both in BDT and US\$.
- Reconcile the expenditure on government prescribed format with the office of Accountant General on monthly basis.
- Be the payroll manager and process monthly payroll of project employees. Ensure proper payroll controls are applied and the payments are made directly in the Bank accounts.
- Prepare and process monthly payroll and submit to Project Director for approval prior to making any payment under salaries.
- Ensure that the fixed assets records are maintained for the project identifying location and user of each asset and arrange for the annual and periodical inventory of the assets and updating of the records.

- Ensure safe custody of all financial records for review by Bank Missions, third party monitoring agents; and external & internal auditors.

Financial Reporting

- Prepare monthly/quarterly financial summaries and submit to Project Director and the World Bank in time for review and approval.
- Prepare annual financial statements as per Cash Basis IPSAS and submit to the Auditors within two months of the close of the financial year.
- Prepare periodic financial reports specified under the Legal Agreement or recommended by the World Bank.
- Ensure that all government financial reporting requirements are complied with, specifically: Schedule of Cheques prepared and submitted to Project Director for onward submission to the office of Accountant General.
- Statement of Receipts and Payment as per CoA prepared and submitted to Project Director.

Audit

- Make arrangements for timely initiation and completion audit of project and ensure that report produced is in compliance with audit requirements of the Government and the Bank.
- Ensure that the project is adequately reflected in audit plan of internal auditors and that internal audit is periodically conducted in accordance with the internal audit plan.
- Cooperating with World Bank, Government and other partners to improve project financial management, particularly in terms of following up the action points agreed in the project legal documents, during the World Bank supervision missions, Aide Memoires and the recommendations of external auditors and internal auditors.
- Attend entry and exit meetings with external auditors , facilitate timely completion of audits by arranging timely submission of annual financial statement in appropriate format, supply of information and documents responding to queries, initiate actions for holding tripartite meetings and coordinating with various units of MoEFCC in meeting audit objections.
- Prepare working papers on audit observations raised by external auditors and arrange to convene Departmental Accounts Committee (DAC) meeting to settle the audit observations to the extent legally and logically possible.

V. Qualification and Experience

The Financial Management Specialist shall have:

- At least Master's degree in Finance/Accounting from nationally recognized institution. An advanced degree in ACCA/CA/ICMA will be given priority. At least five years' experience after acquiring stipulated qualification in financial management, audit or accounts.
- Prior experience of donor funded and public sector projects will be accorded due weightage.
- Excellent writing and communications as evidenced by a body of written work. Demonstrated Computer Skill (Proficiency in using computer desktop application MS Office (Word, Excel, and Power Point).
- Skill analysis of proposals using formula in Excel or other similar software.

Contract Duration: The expert is expected to commence services for 18 months in maximum or for the duration of the preparation project.

Reporting Obligations: The Consultant will report to the Project Director. The expert's performance will be reviewed on monthly basis. The consultant has to submit monthly work plan as well as completion reports at the end of the month.

Selection Method: An individual consultant will be selected in accordance with process stipulated in Section V of “Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers and Public Procurement Rules, 2008.

All the documents that have to be submitted by the applicant

- 7 copies of applications along with technical and financial proposals should be submitted to this address- Project Director, Bangladesh Environmental Sustainability and Transformation (BEST) Project, Department of Environment, E-16, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.
- A cover letter explaining why the applicant is suitable for the position of consultant.
- A detail CV mentioning all academics and professional attainments.
- All academic attainments should be supported with board/university offered certificates and to be submitted along with the application.
- Professional experience should be supported with the certificates to be submitted along with certificate.

Section 3. Application Forms

Form 3A : Application Submission Form

Form 3B : CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A.Application Submission

[Location: dd/mm/yy]

To:

[Name]

[Address of Client]

Dear Sirs:

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

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

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

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

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

I remain,

Yours sincerely,

Signature

Print name

Address:

Tel:

[Attachment:](#)

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

1	PROPOSED POSITION FOR THIS PROJECT :	<i>[From the Terms of Reference, state the position for which the Consultant will be engaged.]</i>		
2	NAME OF PERSON :	<i>[state full name]</i>		
3	DATE OF BIRTH :	<i>[dd/mm/yy]</i>		
4	NATIONALITY :			
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>		
6	EDUCATION	<i>[list all the colleges/universities which the Applicant attended, stating degrees obtained, and dates, and list any other specialised education of the Applicant].</i>		
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant].</i>		
8	LANGUAGES & DEGREE OF PROFICIENCY	<u>Language</u>	<u>Speaking</u>	<u>Reading</u>
		<i>e.g. English</i>	<i>Fluent</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>		
	EMPLOYER 1	<i>[The Applicant should clearly indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>		
		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:	
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>		
12	COMPUTER SKILL			

CERTIFICATION

[Do not amend this Certification].

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

Signature			
Print name			
Date of Signing dd / mm / yyyy			

Form 3C. Indicative Remuneration

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** .

Remuneration

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

Note: A month consists of 30 calendar days.

CONTRACT CEILING	
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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.

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.
 - 3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
 - 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
 - 3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

- 3.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:
“corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;
“fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
“collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or
“coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations.
4. **Applicable Law** 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh
5. **Governing Language** 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bangla and English may be used.
6. **Modification of Contract** 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.
7. **Ownership of Material** 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.
- 7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract.
8. **Relation between the Parties** 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.
9. **Contractual Ethics** 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.

Payments to the Consultant

10. **Ceiling Amount**
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk [insert amount], 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/daily/hourly [delete those inappropriate]
- 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. **Reimbursable**
- 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. **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:** The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.
- [For aid funded procurement Advance Payments may be applicable. However, for 100% GoB funded procurement Advance payments shall not be applicable unless otherwise specifically decided by The Government.]*
- 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 | 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. |
| 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 | 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. |
| 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** 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.
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 WHEREOF the parties hereto have signed this agreement the day and year first above written.

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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

(a) The Form of contract

Annex A: Description of Services

Annex B: Cost Estimates of Services and Schedule of Rates

Annex C: Consultant's Reporting Obligations

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 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.*

ANNEX B: Cost estimates of Services and Schedule of Rates

Remuneration

Name of Consultant	Rate, Taka	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [<i>state month</i>] rate		Sub-Total (A)	

CONTRACT CEILING	Total =
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ANNEX C: Consultant's Reporting Obligations

(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Progress and status Report on assessment of overall performance over the month			Progress and status Report need to submitted on each month
2	Other Reports to be assigned by Department of Environment (DoE)			---

Government of the People's Republic of Bangladesh
Department of Environment
www.doe.gov.bd

Memo No 22.02.0000.039.14.007.20/006

Date: 09/09/2020

Request for Expressions of Interest (REOI)
for

Financial Management Specialist (FMS) (Package No: SD1) of BEST project

The Government of the People's Republic of Bangladesh has received a Project Preparation Advance (PPA) from the World Bank towards preparation of proposed Bangladesh Environmental Sustainability and Transformation (BEST) Project, being implemented by the Department of Environment (DOE). Now, DoE invites EOI from the competent individuals for the Procurement Specialist.

2. Scope of Services:

The Financial Management Specialist (FMS) will assist the Project Director and Project Implementation Unit by providing requisite services with regard to the management of the financial aspects under the preparation of BEST project. Detailed scope of works (Terms of Reference) and other information will be in Department of Environment's website(www.doe.gov.bd).

3. General Qualification and Experience:

- The FMS shall have at least Master's degree in Finance/Accounting from nationally recognized institution. An advanced degree in ACCA/CA/ICMA will be given priority.
- At least five years' experience after acquiring stipulated qualification in financial management, audit or accounts.

4. Specific skills and Experience:

- Prior experience of donor funded and public sector projects will be accorded due weightage.
- Excellent writing and communications as evidenced by a body of written work.
- Demonstrated Computer Skill (Proficiency in using computer desktop application MS Office (Word, Excel, and Power Point).
- Skill in analysis of proposals using formula in Excel or other similar software.

5. BEST Project now invites eligible applicants to indicate their interest in providing the services. The Applicants are requested to submit their: (a) CV (Curriculum Vitae), which will indicate that they are qualified to perform the assignment; (b) expected remuneration and (c) submission letter and all other details requested above should be submitted as per standard format given with ToR in www.doe.gov.bd.

6. The Financial Management Specialist (FMS) will be selected in accordance with the "World Bank Procurement Regulations for IPF Borrowers (July 2016)". It is expected that the Consultant's service will commence within one month of hiring. Duration of the consultancy services would be over the period of 18 (Eighteen) months.

7. Expression of Interest (EOI) shall be submitted by September 27, 2020 up to 4:00 PM either in sealed envelope clearly marked "Expression of Interest (EOI) for Selection of the Financial Management Specialist (FMS)" in the email's subject line or on top of the envelope or through email sent to the following undersigned address. EOIs received after the last date of submission will not be considered for short listing.

8. The Project authority reserves the right to accept or reject any or all EOI without assigning any reason, whatsoever.

(Mohammed Solaiman Haider)

Project Director,

Bangladesh Environmental Sustainability and Transformation Project

Department of Environment

Room: 1101, Paribesh Bhaban, E/16 Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

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