GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Office of the Program Director
Government Employee Management System (GEMS)

Standard Request for Application (SRFA)
Selection of Individual Consultant
For
Junior Consultant (Front-end)
Package No MoPA/GEMS-SR-018

(Time Based)

Government Employee Management System (GEMS)
Ministry of Public Administration

January 2025   **PS3**

Guidance Notes on the Use of
The Standard Request for Application for Selection
Of Individual Consultants

These guidance notes have been prepared by the BPPA 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 BPPA's website: **www.bppa.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 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 4must 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 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 Government Employee Management System (GEMS) 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 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 **20/2/2025 up to 1.00pm** Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.

7.5 Applications may be modified or substituted before the deadline for submission of Applications.

7.6   The Client may at its sole discretion, extend the deadline for submission of Applications.

7.7   At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C.   Evaluation of Applications

8. Evaluation of applications

8.1   Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.

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

Criteria	Points
• Educational Qualification	*20*
• Experience in User Interface/ Experience Design	25
• Experience in Developing and Implementing IT Systems	15
• Adequacy for the assignment	*25*
• Computer and communication skills	*10*
Total points:	**95 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 Proposal Evaluation Committee (PEC), who shall prepare a short-list of maximum seven (7) Applicants

8.5   The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.

8.6   Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.

8.7   In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.

8.8   The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)

8.9   The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.

8.10   Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.

9. Application Negotiations

9.1   The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.

9.2   If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded

9.3   During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"

9.4   The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.

9.5   Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

10. Award of Contract

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

11. Debriefing

11.1   After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.

11.2   The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.

12. Commencement of Services

12.1   The applicant is expected to commence the assignment on **March, 2025** at the location Dhaka. The duration of the contract shall be up to **February, 2026** from the date of commencement.

Section 2. Terms of Reference

Name of the Position	Junior Consultant (Front-end)		
Contract Package:	Package No MoPA/GEMS-SR-018		
Number of Position	02		
Duty Station:	Dhaka, Bangladesh		
Expected Start Date of Assignment:	January 2025		Duration: 12 Months
Source	National	Category	Individual Consultant (Time Based)
Main Tasks:	Work closely with the PD, DPDs, Team Leader (IT). Developing and implementing user interface.		
Reports to	Program Director (PD)		

Scope of Work:

- Front-end Coding programs for GEMS;
- Front-end Debugging programs;
- Designing and testing computer structures;
- Troubleshooting system errors;
- Writing computer instructions;
- Editing source-code;
- Programming and analyzing algorithms;
- Implementing GEMS;
- Providing technical supports in any operational issue regarding GEMS and human resources management software systems;
- Developing/programming user interface;
- Modification of any program if required;
- Perform unit testing and recording test results;
- Coding and developing additional programs for GEMS to maximize its performance, flexibility, scalability, extendibility and multi-tenancy;
- Supporting data validation and cleaning;
- Documentation of GEMS development and preparing and updating Technical Manual;
- Ensure software development in any platform as per organizational needed;
- Submit monthly work plan and get it approved by the Team Leader and ensure timely execution.

Educational Qualifications and Experience:

- Minimum 3 years' experience in Software Development with 2 years of solid experience in React framework.
- Minimum 1 year experience in working with Government Software Systems.
- 2 years of solid experience in Micro Frontend technology.
- Experience in socket programming is must.
- Strong proficiency on react core principles and workflows (Flux or Redux, Context API). Experience building custom Java script library for react application

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Section 3.   Application Forms

Form 3A   : Application Submission Form

Form 3B   : CV of the Applicant

Form 3C   : Remuneration and Reimbursable

Form 3A. Application Submission

Date: 15/02/25

To:
   Program Director (Joint Secretary)
   Government Employee Management System (GEMS)
   Ministry of Public Administration

Dear Sir:

I am hereby submitting my Application to provide the consulting Services for Junior Consultant (Frontend) in strict accordance with your Request for Application dated 29/01/25.

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: Md. Nafees Ashker

Address: 15/17 Rupnagar R/A, Mirpur, Dhaka 1216

Tel: 01963856085

Attachment:

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

1	PROPOSED POSITION FOR THIS PROJECT	:	Junior Consultant (Frontend)
2	NAME OF PERSON	:	Md. Nafees Ashker Sakir
3	DATE OF BIRTH	:	18/05/2000
4	NATIONALITY & NID	:	Bangladeshi & 4664110683
5	CELL PHONE NO	:	01963856085
6	EMAIL ID	:	sakir.ashker@gmail.com
7	MAILING ADDRESS	:	sakir.ashker@gmail.com

8	MEMBERSHIP IN PROFESSIONAL SOCIETIES		
9	EDUCATION	.	

Bangladesh University of Business and Technology (BSC in Computer Science)	CGPA: *3.67*	Date: 2020 - 2024
BCIC College (HSC in Science)	CGPA: *4.67*	Date: 2017 - 2019

10	OTHER TRAINING	.

11 LANGUAGES & DEGREE OF PROFICIENCY

Language	Speaking	Reading	Writing
Bangla	*Excellent*	*Excellent*	*Excellent*
English	*Fluent*	*Excellent*	*Excellent*

12	COUNTRIES OF WORK EXPERIENCE	Bangladesh

13	EMPLOYMENT RECORD

At Digicon Technologies PLC, I was involved in multiple projects. Throughout the project lifecycle, I conducted requirement analysis to define key features for banking solution based applications, automated system and API-based SMS sending. For those projects, I designed and developed modular frontend architecture using React.js, TypeScript, and Next.js. I implemented role-based access control (RBAC) to ensure secure access for agents, supervisors, and administrators. Additionally, I created interactive dashboards for tracking customer interactions, call logs, and analytics. I also integrated call wrapper configurations and existing banking systems for seamless data exchange. I worked closely with backend engineers, who developed the API using Laravel, to design an efficient API structure and ensure data security.

Role: **Frontend Developer**

Projects:

- Generic CRM for Banks

- SMS Gateway Portal

At Royal Craft BD LTD, I developed and maintained the landing pages and web applications, focusing on responsive design, performance optimization, and SEO best practices. Additionally, I handled server administration tasks, including setting up and managing hosting environments, configuring domains, and ensuring system security.

Role: **Web Development & Server Admin**

Projects:

- Landing Page (royalcraftbd.com)

- Server Configuration & Management

As a **Freelance Developer,** I Developed and optimized web applications for various clients using React.js, Next.js, React Native and TypeScript. Designed custom UI/UX solutions for landing pages, e-commerce platforms, business websites, and SaaS applications.

Role: **Full Stack Developer**

- Web And Mobile App development

Digicon Technologies PLC (Frontend Developer)	FROM: April 2024	present
Royal Craft BD LTD (Web Developer & Server Admin)	FROM: January 2023	TO: April 2024
Freelance Developer	FROM: January 2022	TO: January 2023

14	WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT	At Digicon Technologies PLC, I designed and developed a **generic CRM** (Customer Relationship Management) application that can be integrated into any bank's call center solution. This application is currently in use by **NCC Bank, Modhumoti Bank, and Prime Bank PLC**. In addition, I optimized deployment processes using Docker, ensuring security protection against vulnerabilities by following OWASP security guidelines. Key Features of the CRM App: ● Customizable and modern dashboards for efficient management ● Call tracking and customer interaction management ● Role-based access control for agents, supervisors, and admins ● Customer insights and analytics ● Call wrapper configuration ● Integration with existing bank databases and systems Currently, I am working on an **SMS Gateway Portal**, another generic web application. The portal allows users to create bulk SMS campaigns, configure and manage multiple aggregators, MNOs, and channels. Primarily I used **React js** as the main framework for the projects. Beside that I use Next.js, React.js, TypeScript, TailwindCSS, ShadCN UI, Framer Motion, SWR, React Hook Form and Zod Portfolio: https://sakirashker.com LinkedIn: https://www.linkedin.com/in/nafees-ashker-sakir/
15	COMPUTER/ PROGRAMMING SKILL	**Core Technologies: React, Next Js, TypeScript, Go** ▪ Programming Language: TypeScript, JavaScript, Java, Go, HTML, CSS, SQL, Python, PHP ▪ Frameworks & Libraries: React, React Native, Next.Js, Nest.js Angular.js, Laravel, ExpressJs, Expo, Tailwind, Sass/SCSS, Arduino ▪ Web Technologies & Databases: PostgreSQL, MySQL, Supabase, MongoDb, Firebase, NodeJs, REST API, GraphQL, Postman, Docker

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	*(signature)*		
Print name	Md. Nafees Ashker		
Date of Signing			
dd / mm / yyyy	15	02	2025

Form 3C.Indicative Remuneration & Expenses

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

(1)   <u>Remuneration</u>

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

Note: A month consists of 30 calendar days.

(2)   <u>Reimbursable (as applicable)</u>

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

CONTRACT CEILING (1) + (2)	

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;
or		
		Daily rate: The time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave

or

> **Hourly rate:** The time spent in performing the Services shall be determined solely on the basis of the number of hours actually worked by the Consultant, and shall include travel time, but not weekends, public holidays, casual or sick leave.

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

Scope of Work:

- Front-end Coding programs for GEMS;

- Front-end Debugging programs;

- Designing and testing computer structures;

- Troubleshooting system errors;

- Writing computer instructions;

- Editing source-code;

- Programming and analyzing algorithms;

- Implementing GEMS;

- Providing technical supports in any operational issue regarding GEMS and human resources management software systems;

- Developing/programming user interface;

- Modification of any program if required;

- Perform unit testing and recording test results;

- Coding and developing additional programs for GEMS to maximize its performance, flexibility, scalability, extendibility and multi-tenancy;

- Supporting data validation and cleaning;

- Documentation of GEMS development and preparing and updating Technical Manual;

- Ensure software development in any platform as per organizational needed;

  Submit monthly work plan and get it approved by the Team Leader (IT) and ensure timely execution.

ANNEX B: Cost estimates of Services and Schedule of Rates

(A)   Remuneration

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

(B)   Reimbursable

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

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

ANNEX C: Consultant's Reporting Obligations
(Sample Format)

Sl. No.	Reports	Contents of Reports	Persons to Receive them	Date of Submission
1	Inception Report	As Per ToR	As Per ToR	As Per ToR
2	Interim Progress Report (a) First Status Report (b) Second Status Report	As Per ToR	As Per ToR	As Per ToR
3	Draft Report	As Per ToR	As Per ToR	As Per ToR
4	Final Report	As Per ToR	As Per ToR	As Per ToR