



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

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

**Development of Physical Facilities of BARD Project
Bangladesh Academy for Rural Development
Kotbari, Comilla**

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 **Development of Physical Facilities of BARD** 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 [30.10.2017] up to [12.30 pm] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

8. Evaluation of applications

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

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

Criteria	Points
• Educational Qualification (20 for minimum qualification)	25
• Relevant Working Experience and its adequacy for the assignment	55
• Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	15
Total points:	95 points

8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points 75 shall be considered disqualified.

8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants

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

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

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

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

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

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

9. Application Negotiations

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

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

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

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

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

D. Award of Contract

10. Award of Contract

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

11. Debriefing

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

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

12. Commencement of Services

12.1 The applicant is expected to commence the assignment on November 2017 at Comilla. The duration of the contract shall be 12 Months from the date of commencement and may be extended up to 06 Months based on requirement and performance of the incumbent.

Section 2. Terms of Reference

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

TOR & Advertisement

Job #	01
Job Title	IT Consultant
Job Family	ICT
Location	Kotbari, Comilla ,Bangladesh
Appointment	Local Hire
Job Posted	03 October 2017
Closing Date	30 October 2017 at 12.30 pm
Language Requirements	Bangla [Essential]; English [Essential]
Educational Qualification	Minimum Bachelor degree in CSE/CSIT/ICT/Applied Physics / EEE from any renowned educational institutions. Higher educated person will get preference.
Appointment Type	Term (Duration: 12months), may be extended up to 6 months based on requirement and performance of the incumbent

Background and General Description:

Bangladesh Academy for Rural Development (BARD) was established in 1959 to train government officials and representatives of the local government and village organizations on various subjects relating to rural development. Dr. Akhter Hameed Khan- an internationally renowned social scientist is the Founding Chief executive of BARD. It is an autonomous institution governed by a Board of Governors of which the Minister for Local Government, Rural Development and Cooperative is the Chairperson. Administratively, it is attached to the Ministry of Local Government, Rural Development and Cooperatives. The Director General acts as the Chief Executive of the Academy and he is assisted by an Additional Director General and nine Directors. The activities of the Academy are carried out by its Faculty working in 9 Divisions each of which is headed by a Director. The Academy is famous for its evolved model "Comilla Approach to Rural Development" which is well-known at home and abroad, BARD received National Award in 1986 for its remarkable contribution to Rural Development. The Academy is situated in Kotbari, Comilla.

BARD has got public fund under the Development of Physical Facilities Project of BARD for strengthening its physical facilities. The major components of the project are : construction of 05 storied conference hall, construction of three Storied School Building, construction of 5 (Five) Storied International Hostel and automation of BARD.

The main objective of the project is to strengthen the physical facilities of Bangladesh Academy for Rural Development (BARD) to increase its capacity to perform training, research and action research activities more efficiently.

The specific objectives of the project are to:

- I. expand and modernize physical facilities of BARD to meet up the requirements of professionals and trainees/participants of home and abroad;
- II. develop support-services related to training, research and action researches of BARD ; and
- III. expand accommodation facilities for trainees and staff of BARD

Strategic Objective BARD Automation:

The general objective of BARD automation is to create, collect, store, manipulate, and relay information needed in a digitized manner for accomplishing basic tasks and facilitate evidence based decision making. With this purview the specific objectives of the automation are:

1. to facilitate BARD administration for introducing digitize system in human resource management, accounts keeping, hostel management, cafeteria management, store management, office maintenance, sports inventory, vehicle management, gardening section, requisition, tracking the correspondence etc;
2. to reduce the paper transactions in office works for communicating information by using LAN, internet and mobile phone;
3. to develop an online database from online registration for the participants of different courses of BARD and retrieving customized report when needed;
4. to evaluate the performance of BARD through introducing online course evaluation and speakers evaluation;
5. to develop an online database for monitoring progress of project, commitment in Annual Performance Agreement (APA) and retrieving customized report when needed;
6. to develop a system for online data collection through Tab for conducting research and develop a database of research works;
7. to develop a system of introducing digitized catalog of library management and integrating it with a internationally recognized system;

8. to develop a online booking system of BARD physical facilities;
9. to bring whole campus of BARD under wifi connection and provide controlled access to different stakeholders;
10. to develop a system for integrating e-filing, e-learning, e-tendering and other initiatives of the government; and
11. to strengthen IT infrastructure of BARD for supporting automation works and
12. to develop an online payment system.

Our Structure:

The IT Consultant will report to the Project Director, Development of Physical Facilities of BARD. He/she will work closely with other members of Project Management setup and Automation Committee of the Project of BARD. .

Duties and Responsibilities:

The IT Consultant will:

Management:

- i. Responsible for effective implementation of BARD automation;
- ii. Assumes operational management of the automation task;
- iii. Mobilize necessary resources to implement the activities under BARD automation;
- iv. Maintain working relationship with different stakeholders;
- v. Advice and assist to prepare invitation for bids/prequalification, request for expressions of interest, bidding/ prequalification documents, request for proposals, evaluation reports, contracts, and other documents concerning procurement of automation related services;
- vi. Use analysis and benchmarking techniques to verify and/or negotiate pricing proposals;
- vii. Advisory assistance in preparing TORs and associated documents for other consultants, as appropriate
- viii. Such other functions as may be assigned by higher authority;

Technical:

- ix. Assumes overall responsibility for the successful execution and implementation of BARD automation;
- x. Conduct need assessment of BARD automation, review the infrastructural facility for BARD automation and design a standard document by articulating the software and hardware requirement for hiring firm(s) to fulfill the objectives of BARD automation.
- xi. Analyze the requirements and finalize the list of deliverables;
- xii. Prepare an estimate of BARD automation;
- xiii. Monitor and evaluate the works of vendor for ensuring latest and internationally compatible process of automation and quality of works;
- xiv. Work with project team of BARD and Vendor to harmonies the expectation of BARD and technical expertise of vendor;

- xv. Train different stakeholders in collaboration with vendor for using BARD automation;
- xvi. Collaborate with team members and ensure knowledge transfer;
- xvii. Such other functions as may be assigned by higher authority;

Facilitation

- i. Technical facilitation and monitor automation activities;
- ii. Provide technical inputs during implementation of automation activities;
- iii. Quality assurance for draft workplans, ToRs and progress reports;
- iv. Supervise work of vendor(s) for automation activities;
- v. Monitor overall progress activities of the vendors based on the workplan and results indicators;
- vi. Such other functions as may be assigned by higher authority;

Selection Criteria:

Candidates meeting the following requirements are encouraged to apply:

Minimum Educational Qualification: Qualification: Minimum Bachelor in CSE/CSIT/ICT/Applied Physics / EEE from any renowned educational institutions. Higher educated person will get preference.

Minimum Relevant work Experience:

- vii. At least 5 year(s) of experience in working Govt. project;
- viii. Project handling experiences of Tk. 2 to 5 crore
- ix. Hands-on experience in design, monitoring and evaluation of automation task including hardware/networking and software development.;
- x. Experience in preparing EoI, RFP and other documents according to PPR;
- xi. Strong administrative and analytic skill;
- xii. Ability establishing and maintaining good working relationships to facilitate work goals;
- xiii. Demonstrated results oriented approach to work;

Language Requirements: Fluency in spoken and written English and Bangla.

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>	<u>Writing</u>
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<i>[The Applicant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i>			
	<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 indicate the Position held and give a brief description of the duties in which the Applicant was involved].</i>			
	EMPLOYER 1	FROM: <i>[e.g. January 1999]</i>	TO: <i>[e.g. December 2001]</i>		
	EMPLOYER 2	FROM:	TO:		

EMPLOYER 3	FROM:	TO:
EMPLOYER 4 (etc)	FROM:	TO:
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 & Expenses

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

(1) Remuneration

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

Note: A month consists of 30 calendar days.

(2) Reimbursable (as applicable)

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

CONTRACT CEILING (1) + (2)	
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