General Conditions and Requirements of

Manusher Jonno Foundation

Background of MJF:

Manusher Jonno Foundation is a non-profit organization registered with NGO Affairs Bureau, carrying out different human rights and governance related projects. "Community based Resilience, Women's Empowerment and Action (CREA) project" being funded by Sida is one of them. Like the other project of MJF, **"Community based Resilience, Women's Empowerment and Action (CREA) project"** project is being implemented in partnership approach by 13 (Thirteen) Direct Partners called the Sub-Recipient (SR). The working area of the project is different districts all over the country. It is a NGOAB approved project and 4th year of the project is ending on 31 August 2026.

The Manusher Jonno Foundation, hereafter referred to as the "Cooperation partner" wishes to engage the services of an audit firm for the purpose of auditing the "Community based Resilience, Women's Empowerment and Action (CREA) project", as stipulated in the agreement between the Cooperation partner and Sida. The audit shall be carried out in accordance with **Sida's Standard Terms of Reference (ToR) Annex VI** (Version 1.3 of April 2023). The audit and the additional assignment shall be carried out by an external, independent and qualified auditor.

1. Qualification of the personnel executing the audit:

The Reviewer of the audit team in charge of finalization of the audit report shall be a Chartered Accountant. The audit team should lead by an Audit Manager, who must be course completed with qualifying application level and several years of experienced. The other members should be at-least semi-senior to above ranked articled student or staff member of the firm. Junior articled students should not be member of the audit team.

2. Exit meeting

An exit meeting should be held soon before leaving the place of the auditor and a copy of the minutes of the meeting should be enclosed with the management letter.

Informal feedback shall be provided by auditor's representative as and when required during audit.

3. Deliverables

a) The auditor shall certify & submit the following reports:
b) Three copies of draft reports are to be submitted both in hard and soft copies at least 15 days before submission of final signed reports.
c) 6 copies of final audit report for MJF & 4 copies of 13 Sub-Recipients;
d) 5 Copies of FD-4 Certification for NGOAB, for sub-recipients' are not necessary.
e) 4 copies Management letter for MJF and sub-recipient individually with consequences and recommendations
f) 5 Copies consolidated Report of factual findings

g) Minutes of Exit meeting with the Audittee.
h) The detail of Tax and Vat deductions with challan numbers of deposits for each of PNGOs and MJF.
i) Scanned soft copy of all the avobe report.

4. Commencement and completion of Audit:

The field work (at place of audit) is to begin within seven days of receiving letter of appointment and to be completed no later than 1.5 months as per agreed audit plan.

5. Payment Terms and Modality:

5.1 Payment will be made through bank transfer or account payee cheque upon satisfactory completion of the assignment and submission of the relevant report and all required supporting documents.

5.2 VAT and other applicable taxes will be deducted from the bill as per the current rules of the Government of Bangladesh (GoB).

6. Termination of appointment/agreement:

a) Either party can terminate this agreement with a written notice within 15 (fifteen) days from the date of signing this agreement.
b) MJF can terminate the contract in writing in the following cases:
c) If the Auditor cannot fulfill any clause of Terms of Reference (ToR).
d) If the Auditor cannot submit their reports within the time specified in point 3 (b) of this Terms of Reference.

7. Proposal Evaluation Criteria:

7.1 Technical Proposal Score: 70%

7.2 Financial Proposal Score: 30%

7.3 Following criteria will be applied to evaluate the Technical Proposals:

Sl. No.	Criteria	Score
1.	Relevant experience in external audit of NGO/development projects	TBD
2.	Experience in auditing donor-funded projects and compliance with donor requirements	TBD
3.	Qualifications and professional experience of the proposed audit team	TBD
4.	Understanding of the ToR and proposed audit methodology/work plan	TBD
5.	Experience in auditing projects involving multiple implementing/partner organizations	TBD
6.	Quality and relevance of previous similar audit assignments/references	TBD
7.	Financial proposal	TBD
	Total Score	

8. General terms and conditions:

8.1 Security Issues

a) Any document, information or data entrusted to or produced by the Auditor in connection with this assignment shall be strictly confidential and cannot be used by the Auditor for any other purpose without the written consent of the MJF. This provision shall remain valid even after the completion of this assignment.

b) The Auditor shall not without first obtaining the consent in writing from MJF, permit any of his duties or obligations made under this contract to be performed or carried out by any other person or reassign its interest in a contract.

8.2 If any additional time is required to complete the contract, over and above that previously agreed to, without changing the deliverable and technical specification, then it has to be agreed by MJF in writing to the respective focal person given in the deliverable output section before the 10th day of the end of the consultancy period. Request for Extension must be submitted with proper justification.

8.3 If any change is required by MJF, it should be rationalized in writing with the required cost or time, or any part of the work under the contract, and an equitable adjustment in the contract price, delivery schedule, or both will be made in writing.

8.4 The consultant/team will be responsible for all their costs, including taxes, subsistence, transport and accommodation.

8.5 Submissions which do not meet all the basic requirements will not be reviewed.

9. Penalty Clause

9.1 If the agreed deadline and / or deliverables are not adhered to by the consultant/team, financial penalties will be imposed upon the consultant/team in terms of payment. This is specified as follows:

9.2 In case of delayed submission of the deliverables up to one-month delay, 20% of the contract amount will be deducted.

9.3 Delay of more than one month, will result in auto cancelation of the contract and forfeit of the remaining 30% of the contract value.

9.4 Confidentiality of all aspects of the assignment is to be assured by the consultant/team at all times.

10. How to Apply:

10.1 Interested firms are invited to submit soft copies of their technical and financial proposal, organizational profile, portfolio of relevant work, CV/team profile to procurement@manusher.org with the subject: "Annual External Audit of CREA Project and 13 PNGOs".

10.2 Please submit all relevant business documents (e.g., Trade License, BIN, TIN, updated Tax Acknowledgement Receipt, etc.) along with your proposal.

10.3 You are requested to read both Annex A and Annex B carefully before applying.

11. Disclosure of Information

It is understood and agreed that the Consultant(s) shall, during and after the effective period of the contract, treat as confidential and not disclose, unless authorized in writing by Manusher Jonno Foundation, any information obtained in the assignment of the performance of the Contract. Information will be made available for the consultants on a need-to-know basis.

12. Disclaimer

Manusher Jonno Foundation reserves the right to accept or reject any or all proposals/ application without assigning any reason whatsoever.

13. Safeguarding/Protection/Gender Policy

The individual consultant /team/Firm shall comply with the MJF's Policy on safeguarding and Child Protection policy. Any violation /deviation in complying with

MJF's Policy on Child Protection and safeguarding will not only result in termination of the agreement but also MJF will initiate appropriate action to make good the damages/losses caused due to non-compliance with MJF's safeguarding policy.

Prepared by	**Approved by**
Name: Md. Farid Hossain Designation: Deputy Manager-Accounts	Name: M. Mahfuzul Karim Designation: Coordinator-Accounts & In Charge-DFA
Signature:	**Signature:**
Date: 10/08/2026	**Date:** 10/08/2026

Sida's Standard Terms of Reference (ToR)

for Annual Audit including ISRS 4400 (Revised) for the project of "Community based Resilience, Women's Empowerment and Action (CREA) project" of Manusher Jonno Foundation.

Introduction

The Manusher Jonno Foundation, hereafter referred to as the "Cooperation partner" wishes to engage the services of an audit firm for the purpose of auditing the "Community based Resilience, Women's Empowerment and Action (CREA) project", as stipulated in the agreement between the Cooperation partner and Sida. The audit shall be carried out in accordance with international audit standards (ISA) issued by IAASB[1]. In addition, an assignment according to International Standards on Related Services (ISRS) 4400 (Revised) shall be carried out. The audit and the additional assignment shall be carried out by an external, independent and qualified auditor.

I. Objectives and scope of the audit

The objective is to audit the financial report for the period 01 September 2025 to 31 August 2026 as submitted to Sida and to express an audit opinion according to ISA, applying ISA 800/ISA 805, on whether the financial report of "Community based Resilience, Women's Empowerment and Action (CREA) project" is in accordance with the Cooperation partner´s accounting records and Sida's requirements for financial reporting as stipulated in the agreement including appendices between Sida and Cooperation partner (Agreement).

II. Additional assignment; according to agreed upon procedures ISRS 4400, review the following areas in accordance with the Terms of Reference below

Mandatory procedures that must be included:

1. Observe whether the financial report is structured in a way that allows for direct comparison with the latest approved budget[2].

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[1] The International Auditing and Assurance Standards Board (IAASB)

[2] The budget is attached to the agreement with Sida as an annex and any updates should be supported by a written approval by Sida.

2. Observe and inspect whether the financial report provides information regarding:

   a) Financial outcome per budget line (both incomes and costs) for the reporting period and columns for cumulative information regarding earlier periods under current agreement.

   b) When applicable, compare if the opening fund balance[3] for the reporting period matches with what was stated as closing fund balance in the previous reporting period.

   c) A disclosure of exchange gains/losses. Inquire and confirm whether the disclosure includes the entire chain of currency exchange from Sida's disbursement to the handling of the project/programme within the organisation in local currency/ies, if applicable.

   d) Explanatory notes (such as, for instance, accounting principles applied for the financial report).

   e) Amount of funds that has been forwarded to implementing partners, when applicable.

3. a) Inquire and inspect with what frequency salary costs during the reporting period are debited to the project/programme.

   Choose a sample of three individuals for three different months and:

   b) Inquire and inspect whether there are supporting documentation[4] for debited salary costs.

   c) Inquire and inspect whether actual time worked is documented and verified by a manager. Inquire and inspect within which frequency reconciliations between debited time and actual worked time is performed.

   d) Inspect whether the Cooperation partner comply with applicable tax legislation with regard to personal income taxes (PAYE)[5] and social security fees.

4. a) Review and confirm that the Cooperation partner screens suppliers to ensure that such parties are not subject to the European Union's financial sanctions list of persons, groups and organisations (EU Sanctions list).

   Enquire whether there has been any reported findings from the screening process and if so, report on such findings.

b) Inspect and confirm whether there have been any direct or indirect allegations have been made relating to sexual exploitation, abuse, and harassment that are credible enough to warrant an investigation. This is applicable for both MJF and the implementing partners.

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[3] I.e. funds remaining from disbursements made during previous reporting period/s

[4] Debited salary costs should be verified by supporting documentation such as employment contracts.

[5] Pay As You Earn

5. a) Inspect and confirm that the unspent fund balance (according to the financial report) at the end of the financial year is in line with information provided in the accounting system and/or bank account.

b) **Applicable the final year**: Inspect and confirm the unspent fund balance (including exchange gains) in the financial report and confirm the amount that shall be repaid to Sida.

Follow up of funds that are channelled to implementing partners

Mandatory assignments that must be included if the Cooperation partner forward funds to implementing partners (IP's):

Choose 100% of the total of disbursed funds as well as 100% of the number of IP's.

6. Inspect and confirm whether the Cooperation partner has signed agreements with the selected IP's.

7. Inspect and confirm whether the Cooperation partner, in all agreements entered with IP's, included the requirement to carry out annual audits. The requirement shall specify that these audits shall be carried out with application of ISA (reporting according to ISA 800/805) and a separate assignment according to ISRS 4400 (Revised) should be included for project/programme support. If agreements regarding core support are entered into with IP's, the audit shall be conducted in accordance with ISA 700 or National standards on auditing.

8. Inquire and inspect whether the Cooperation partner has received financial reports and auditor reports from all IP's included in the selected sample:

a) Inquire and inspect whether the Cooperation partner has verified if reports from IP's are in line with the requirements in the Agreement.

b) Inquire and inspect whether the Cooperation partner has documented its assessment of the submitted financial reports and reporting from auditors including management responses and action plans from selected IP's.

c) Inquire and inspect whether the Cooperation partner has documented its follow-up actions based on the information provided in the financial reports and the reporting from the auditor of the selected IP's.

d) Inquire and inspect whether the Cooperation partner has reported substantial observations[6] from selected IP's audit reports in its communication with Sida. List observations[7] from IP's audit reports which have been part of this sample.

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[6] Deemed substantial by the Cooperation partner.

[7] Observations included in Management Letters and if applicable, qualified audit reports.

III. The reporting

The reporting shall be signed by the responsible auditor (not just the audit firm[8]) and shall include the title of the responsible auditor.

Reporting from the ISA assignment

The reporting from the auditor shall include an independent auditor's report in accordance with the format in standard ISA 800/805 and the auditor's opinion shall be clearly stated. The financial report that has been the subject of the audit shall be attached to the audit report.

The reporting shall also include a Management letter that discloses all audit findings, as well as weaknesses identified during the audit process. The auditor shall make recommendations to address the identified findings and weaknesses. The recommendations shall be presented in priority order and with a risk classification.

Measures taken by the Cooperation partner to address weaknesses identified in previous audits shall also be presented in the Management Letter. If the previous audit did not have any findings or weaknesses to be followed-up on, a clarification of this must be disclosed in the audit reporting.

If the auditor assesses that no findings or weaknesses have been identified during the audit that would result in a Management Letter, an explanation of this assessment must be disclosed in the audit reporting.

Review the implementation plan and the follow-up actions in accordance with the prior year's audit observations and report the current status of actions.

Reporting from the ISRS 4400 assignment

The additional assignment according to agreed upon procedures ISRS 4400 (Revised) under section II, shall be reported separately in an "Agreed-upon procedures report".

Performed procedures should be described and the findings should be reported in accordance with the requirements in the International Standard on Related Services 4400 (Revised) When applicable, the sample size shall be stated in the report.

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[8] If the audit firm is obliged to sign, refer to relevant legislation. Sida still needs to know who has been responsible for the audit assignment.