

Bidding Document

(IFB No: NS10)

Non-Consulting Services
for
**Delivery of Middle Management Training Services for IT and IT-
Enabled Services Industry (International)**
(Contract Package # NS10)



Leveraging ICT for Growth, Employment & Governance Project
(IDA Credit # 5025-BD)

Bangladesh Computer Council (BCC)
Information and Communication Technology Division
Ministry of Posts, Telecommunications and Information Technology
Bangladesh

25 July 2016

Invitation for Bids (IFB)

Credit Number: IDA # **5025-BD**

IFB Title: Non-Consulting Services for Delivery of Middle Management Training Services for IT and IT-Enabled Services Industry (International)

IFB Number: BCC-LICT-NS 10

1. This Invitation for Bids (IFB) follows the General Procurement Notice (GPN) for this project that appeared in UNDB online on November 14, 2011.
2. The People's Republic of Bangladesh has received a credit from the International Development Association towards the cost of Leveraging ICT for Growth, Employment & Governance Project (LICT) and intends to apply part of the funds to cover eligible payments under the Contract for Delivery of Middle Management Training Services for IT and IT-Enabled Services Industry (International). Bidding is open to all bidders from eligible source countries as defined in the Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011, revised July 2014.
2. Bangladesh Computer Council (BCC) represented by the Project Director, Leveraging ICT for Growth, Employment & Governance Project invites sealed bids from eligible bidders for carrying out the Delivery of Middle Management Training Services for IT and IT-Enabled Services Industry (International).
3. Bidder Qualification Criteria: The bidder's major qualification requirements are as follows (additional details are provided in the Bidding Documents):
 - (a) The bidder must have business experience as prime bidder in designing, development and implementation of training for IT/ITES industry for five years;
 - (b) The bidder must have experience as prime bidder in the provision of at least one service contract of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, cited Service contract should be at least 70 percent complete) with minimum amount of contract value US\$ 3 Million or equivalent amount. The bidder will submit certificate from the previous employer (s) stating successful completion of training delivery.
 - (c) The bidder must demonstrate Average Annual Volume of Services of US\$ 5 million or equivalent amount within best three years out of the last five years.
 - (d) The Bidder must have capacity of minimum US\$ 1 million or equivalent amount as liquid assets and/or line of credit from the bank.
 - (e) The bidder must demonstrate a team with required educational qualification and experience as described in Appendix-A; point # 3 (Team Structure/Composition) of Bidding Document.

4. A complete set of bidding document (official hard copy) in English may be purchased on submission of a written application to the address below and upon payment of a nonrefundable fee of Bangladesh Taka (BDT) 4,000 (BDT Four Thousand only) Or in US\$ 50 (US\$ Fifty only). The method of payment will be Bank Draft or Pay Order in favor of Project Director, Leveraging ICT for Growth, Employment and Governance Project. For overseas delivery, the bidder may obtain the bidding document by instructing any international courier service to collect the same from Project Director, Leveraging ICT for Growth, Employment and Governance Project, BCC Bhaban, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka -1207, Bangladesh. For the convenience of the Bidders an unofficial electronic copy of bidding document can also be viewed at website www.bcc.gov.bd (for inspection purpose only).
5. Bids shall be valid for a period of 150 days after bid closing and must be accompanied by bid security of United States Dollar (US\$) 100,000 (US\$ One Hundred Thousand only) or BDT 8,000,000 (BDT Eight Million Only) or an equivalent amount in a freely convertible currency. Bidding Document last selling Date will be **20 September 2016** at 16:00 BST (GMT+6 hours). Bids shall be submitted to the address below on or before **21 September 2016** up to BST 15:00 hours (GMT+6 hours). Late bids will be rejected. Bids will be opened in the presence of the bidders or their authorized representatives who choose to attend at the address below at BST 15:30 hours (GMT +6:00 hours) on **21 September 2016**. Electronic bid submission is not allowed.
6. A Pre-bid meeting with the representatives of prospective bidders will be held at BST 11: 00 hours (BST= GMT + 6:00 hours) on **17 August 2016** at a venue of Conference Room (2nd Floor), Bangladesh Computer Council (BCC), BCC Bhaban, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.
7. The authority reserves the right to accept or reject any or all bids without assigning any reason thereof.

Project Director

Leveraging ICT for Growth, Employment and Governance Project
Bangladesh Computer Council (BCC), BCC Bhaban (2nd Floor),
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Part I – Bidding Procedures

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Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
- 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
- 3. Corrupt or Fraudulent Practices**
- 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts¹. In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

obligation;

- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent,

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of Services performed for each of the last five years;
 - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) list of major items of equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to the Employer to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**; and
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against

the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.
- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Eligible Countries |
| Section V | Activity Schedule |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Performance Specifications and Drawings (if Applicable) |

Section IX Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);

- (b) Bid Security;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country,

unless otherwise **specified in the BDS**; and

- (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution

located in the Employer's Country to make it enforceable.

- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the

method of evaluating different times for completion.

- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 9 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of

the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-

Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer’s Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

34. Notification of Award and Signing of Agreement

34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

34.2 The notification of award will constitute the formation of the Contract.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will

promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.

34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is Bangladesh Computer Council (BCC) represented by Project Director, Leveraging ICT for Growth, Employment & Governance Project.</p> <p>The name and identification number of the Contract is Delivery of Middle Management Training Services for IT and IT-Enabled Services Industry (International), Contract Package # NS10.</p>
1.2	The Intended Completion Date is 18 (eighteen) months after effectiveness of the Contract.
2.1	<p>The Borrower is The People’s Republic of Bangladesh</p> <p>The Project is Leveraging ICT for Growth, Employment & Governance Project, The credit number is IDA Credit # 5025-BD.</p>
5.2	Prequalification has not been undertaken.
5.5	<p>The qualification criteria in Sub-Clause 5.5 are modified as follows:</p> <p>(a) The bidder must have business experience as prime bidder in designing, development and implementation of training for IT/ITES industry for five years;</p> <p>(b) The bidder must have experience as prime bidder in the provision of at least one service contract of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, cited Service contract should be at least 70 percent complete) with minimum amount of contract value US\$ 3 Million or equivalent amount. The bidder will submit certificate from the previous employer(s) stating successful completion of training delivery.</p> <p>(c) The bidder must demonstrate Average Annual Volume of Services of US\$ 5 million or equivalent amount within best three years out of the last five years.</p> <p>(d) The Bidder must have capacity of minimum US\$ 1 million or equivalent amount as liquid assets and/or line of credit from the bank.</p> <p>(e) The bidder must demonstrate a team with required educational qualification and experience as described in Appendix-A; point # 3 (Team Structure/Composition) of Bidding Document.</p>
5.6	<p>The minimum qualification criteria of Leading Partner and other Partner(s) in Sub-Clause 5.6 are modified as follows:</p> <p>The minimum qualification requirements of Leading Partner and other Partner(s) of a Joint Venture (JV) shall be as follows:</p>

	ITB Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
	ITB 5.5 (a)	Summation not applicable.	Must meet requirement as stated in ITB	Same as for Leading Partner
	ITB 5.5 (b)	100%	Must meet requirement as stated in ITB	Not applicable
	ITB 5.5 (c)	100%	Must meet 40% of the requirement	Must meet 25% of the requirement
	ITB 5.5 (d)	100%	Must meet 40% of the requirement	Must meet 25% of the requirement
	ITB 5.5 (e)	All partners combined	Not Applicable.	Not Applicable.
B. Bidding Data				
9.2 and 19.1	<p>The Bid to be completed and returned as (a) the number of originals-01 copy, (b) the number of paper copies- 03 copies.</p> <p>In addition, one soft copy of the bid in MS-Word document has to be submitted in CD/DVD in a sealed envelope. In case of any discrepancy in between the paper based bid and the soft copy of the bid, the paper based bid shall prevail.</p>			
10.2	<p>A pre-bid meeting will be held as follows:</p> <p>Date of pre-bid: 17 August 2016</p> <p>Time: 11:00 hours local time</p> <p>Address: Conference Room (2nd Floor), Bangladesh Computer Council (BCC), BCC Bhaban, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207.</p> <p>Telephone:+88-02-8181381</p> <p>Facsimile: +88-02-8181383</p> <p>E-mail: pd.lict@bcc.net.bd</p> <p>Contact person: Md. Rezaul Karim, Project Director</p>			
C. Preparation of Bids				
12.1	Language of the bid: <i>English</i>			
13.1	<p>The additional materials required to be completed and submitted are:</p> <p>(i) Employer(s) certificate in support of ITB sub-clause 5.5(b);</p> <p>(ii) Signed copy of MoU with the Bangladeshi educational institute (Appendix-A: Scope of Service; IV- Develop Middle Management Training (EMMaT) Process).</p>			

14.3	The Sub-Clause 14.3 are modified as follows: The bidder financial proposal shall exclude taxes, VAT and duties in the Employer's country. Only the local tax and VAT will be negotiated if the contract is awarded and be added to the final contract. The employer will deduct the tax and VAT at source during each payment.
14.4	The Contract <i>is not</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
15.1	Local inputs shall be quoted in Bangladesh Taka (<i>BDT</i>).
16.1	The period of Bid validity shall be 150 days after the deadline for Bid submission specified in the BDS. Accordingly, a bid with a Bid Security that expires before the actual date of the expiration of the Bid Security, i.e., twenty-eight (28) days after the end of the bid validity period shall be rejected as non-responsive.
17.1	The Bidder shall provide: A bid security in accordance with the format provided in Section III: Bidding Forms.
17.2	The amount of Bid Security shall be United States Dollar (US\$) 100,000 (US\$ One Hundred Thousand only) or BDT 8,000,000 (BDT Eight Million Only) or an equivalent amount in a freely convertible currency
18.1	Alternative bids shall not be permitted.
18.2	Alternative times for completion shall not be permitted.
18.4	Alternative technical solutions shall not be permitted.
D. Submission of Bids	
20.2	(a) The Employer's address for the purpose of Bid submission is: Project Director, Leveraging ICT for Growth, Employment and Governance Project, Bangladesh Computer Council (BCC), BCC Bhaban (2nd Floor), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh. (b) For identification of the bid the envelopes should indicate: Contract: Delivery of Middle Management Training Services for IT and IT-Enabled Services Industry (National) , Contract Package Number: NS10 (c) Not to open the bid before 15:30 hours Bangladesh Standard Time (BST= GMT + 6:00 hours) 21 September 2016
21.1	The deadline for submission of bids shall be:

	15:00 hours Bangladesh Standard Time (BST= GMT + 6:00 hours) 21 September 2016.
E. Bid Opening and Evaluation	
24.1	Bids will be opened at 15:30 hours BST on the same day of deadline for submission at the following address : Conference Room (2 nd Floor) Bangladesh Computer Council (BCC), BCC Bhaban (2nd Floor), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh
29.1	Currency chosen for the purpose of converting to a common currency. Bangladesh Taka (BDT). Source of exchange rate (selling): Bangladesh Bank. The exchange rate available in the web address (http://www.bangladesh-bank.org/) on the day mentioned below shall be used. Exchange rate date: Fourteen (14) days prior to the date of bid submission.
F. Award of Contract	
35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of Performance Bank Guarantee (unconditional) provided in Section IX: Contract Forms. The Service Provider shall furnish performance security for an amount of 10% of the total contract price.
36.1	The Advance Payment shall be of 10 (ten) percent of the Contract Price as against submission of Bank Guarantee (unconditional) in the specified format.
37.1	The Adjudicator proposed by the Employer is: The Adjudicator will be appointed in consultation with selected Consultants.

Section III. Bidding Forms

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UNOFFICIAL COPY (FOR INSPECTION PURPOSE ONLY)

Service Provider's Bid

[date]

To: [name and address of Employer]

Having examined the bidding documents including addenda No, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

UNOFFICIAL COPY (FOR INSPECTION PURPOSE ONLY)

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)	If proposed by the bidder		
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data in the form of CV in the standard World Bank template (Attached in Annexure section X). Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience	Years of experience

(general)	in proposed position
(a) Team Leader	
(b)	
(c)	
(d)	
(d)	
(e)	

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance
[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract fully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation (Not Used)

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary:

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Bid Security (Bid Bond) – Not Applicable

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called “the Principal”), and _____, **authorized to transact business in** _____, as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Oblige (hereinafter called “the Purchaser”) in the sum of _____⁶ _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ____ day of _____, 20__, for the construction of _____(hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

⁶ The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Paragraphs 1.8 to 1.10 of the Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, January 2011, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.10 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.10 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.10 (a) (i) of the Guidelines:

Israel

(b) With reference to paragraph 1.10 (a) (ii) of the Guidelines:

None

Part II – Activity Schedule

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Section-V: Activity Schedule

The objective of this assignment is to develop and implement a program to provide IT/ITES middle management and/or supervisory skills training and certification for the IT/ITES industry of Bangladesh. The selected firm, inter-alia will perform the following services to implement Description of the Services and Reporting Requirements as describe in Appendix-A and Appendix-B respectively:

- i) Provide Inception Report
- ii) Develop Business Plan
- iii) Analyze Skills & Roles Gaps,
- iv) Develop Middle Management Role Specific Skill Set Dictionary, Standards and Skills Development Framework
- v) Design and Develop Course Curriculum
- vi) Develop Middle Management Training (EMMaT) Process
- vii) Design and Development of an Accreditation Mechanism
- viii) Develop Content
- ix) Develop Certification processes and credentialing program
- x) Pilot, Evaluate and Refine
- xi) Implement Mass Rollout
- xii) Business Model Implementation

SUMMARY OF COSTS

Item	Cost			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required}</i>
Cost of the Financial Proposal				
<u>Total Cost of the Financial Proposal:</u>				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Name of Bidder:

Authorized Signature of Bidder:

Note: The table may be modified, if deemed necessary.

Breakdown of Price Schedule

<i>Item</i>	Cost			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4}</i>
Cost of the Financial Proposal				
Provide Inception Report				
Develop Business Plan				
Analyze Skills & Roles Gaps				
Develop Middle Management Role Specific Skill Set Dictionary, Standards and Skills Development Framework				
Design and Develop Course Curriculum				
Develop Middle Management Training (EMMaT) Process				
Design and Development of an Accreditation Mechanism				
Develop Content				
Develop Certification processes and credentialing program				
Pilot, Evaluate and Refine				
Implement Mass Rollout				
Business Model Implementation				
Total Cost of the Financial Proposal:				

Name of Bidder:

Authorized Signature of Bidder:

Note: The table may be modified, if deemed necessary.

**Part III – Conditions of Contract and
Contract Forms**

Section VI. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
 - (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- or**
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
 - (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
 - (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
 - (h) “Employer” means the party who employs the Service Provider
 - (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
 - (j) “GCC” means these General Conditions of Contract;
 - (k) “Government” means the Government of the Employer’s country;
 - (l) “Local Currency” means the currency of the country of the Employer;
 - (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have

Bank them audited by auditors appointed by the Bank, if so required by the Bank.

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁸ is any act or omission, including

⁷ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a

⁸ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

¹⁰ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as

may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount

defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the

Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
 - (a) The price payable in local currency is **set forth in the SCC.**
 - (b) The price payable in foreign currency is set **forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
 - 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
 - 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the**

Payment

SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a

calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

- 6.7.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute

8.2.1 If any dispute arises between the Employer and the Service

Settlement

Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>Bangladesh.</i> ”
1.1(a)	The Adjudicator is: To be confirmed before contract signing.
1.1(e)	The contract name is Delivery of Middle Management Training Services for IT and IT-Enabled Services Industry (International)
1.1(h)	The Employer is Bangladesh Computer Council represented by Project Director, Leveraging ICT for Growth, Employment & Governance Project.
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: <i>Laws of Bangladesh</i>
1.3	The language is: <i>English.</i>
1.4	<p>The addresses are:</p> <p>Employer:</p> <p>Attention: Project Director, Leveraging ICT for Growth, Employment & Governance Project.</p> <p>Address: Bangladesh Computer Council (BCC), BCC Bhaban (2nd Floor), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.</p> <p>Telephone : +880-2-8181381</p> <p>Fax: +880-2-8181383</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Telephone : _____</p> <p>Fax: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Project Director, Leveraging ICT for Growth, Employment & Governance Project.</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is: Immediately after the contract is signed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Starting Date for the commencement of Services is: Within 7 (seven) days after the contract is signed.
2.3	The Intended Completion Date is: 18 (Eighteen) months after the commencement of the services.
3.2.3(c)	Activities prohibited after termination of this Contract are: Nil
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle liability insurance in accordance with the applicable law in the Employer's country. (ii) Third Party liability insurance in accordance with the applicable law in the Employer's country. (iii) Employer's liability and workers' compensation insurance in accordance with the applicable law in the Employer's country (iv) Professional liability: Professional liability 100% of the contract amount. (v) Loss or damage to equipment and property insurance in accordance with the applicable law in the Employer's country.
3.5(d)	The other actions are ; Nil
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>Service Provider may use a part or full of these documents subject to prior written permission of the Employer upon the request from the service provider clearly indicating the purpose to where these documents to be used.</p>
3.8.1	<p>The liquidated damages rate is <i>0.05 percent</i> per day</p> <p>The maximum amount of liquidated damages for the whole contract is <i>10 (ten)</i> percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty (ies) is: 10%.
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>Not Applicable</p>
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	The performance incentive paid to the Service Provider shall be: None.
6.4	<p>Progress payments subject to certification by the Employer that the Services have been rendered satisfactorily, pursuant to the deliverables. Payments</p> <p>Progress of payments will be made subject to certification by the Employer that the Services have been rendered satisfactorily pursuant to the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>deliverables according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization: 10 (ten) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Ten (10) percent of the contracted amount will be paid upon submission and acceptance of Inception Report, Business Plan & Skills Gap Analysis. IT/ITES Associations Leaders Workshop & Industry Survey by the client after 1 month from the commencement date. • Five (05) percent of the contracted amount will be paid upon submission of Middle Management Skill Set Standards and Framework, and design and development of Curriculum report and acceptance of it by the client within 4 months from the commencement date. • Five (05) percent of the contracted amount will be paid upon submission of Embedded Middle Management Training (EMMaT) Process report and acceptance of it by the client within 4 months from the commencement date. • Five (05) percent of the contracted amount will be paid upon submission of Program Accreditation and design and development report and acceptance of it by the client within 4 months from the commencement date. • Five (05) percent of the contracted amount will be paid upon submission of Content, certification processes and credentialing program report and acceptance of it by the client within 4 months from the commencement date. • Ten (10) percent of the contracted amount will be paid upon submission of Pilot rollout (around 80 trainees training), Evaluation and Refinement Report and acceptance of it by the client within 10 months from the commencement date. • Fifteen (15) percent payment upon completion of mass rollout report around 250 trainees (including pilot rollout 80 trainees) and acceptance of it by the client within 12 months from the commencement date. • Fifteen (15) percent payment upon completion of mass rollout report around 500 trainees(including pilot rollout 80 trainees plus mass rollout of 250 trainees) and acceptance of it by the client within 15 months from the commencement date. • Twenty (20) percent of the contracted amount will be paid upon submission of Business Model Implementation report and acceptance of it by the client within 18 months from the commencement date. <p>The bank guarantee for the advance payment shall be released with submission of Pilot rollout. If advance payment will not taken by the service provider, the amount will be paid with the submission of final Mass Rollout and Marketing report.</p>
6.5	Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	case of the final payment.
6.6.1	Price adjustment shall not be applied.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>The Employer or his representatives will verify whether the deliverables are submitted in a timely manner maintaining the adequate quality. If found a portion or full of the deliverables unsatisfactory, then employer may instruct the service provider for taking measures to remedy.</p> <p>The Defects Liability Period is: <i>Not applicable</i>.</p>
8.2.3	The Adjudicator is: To be confirmed before contract signing, who will be paid at a rate of <i>BDT 2,000</i> per hour of work net of taxes.
8.2.4	<p><u><i>If the Service Provider is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision:</i></u></p> <p>Arbitration proceedings shall be conducted in accordance with the rules of arbitration of: UNCITRAL. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <p><u><i>If the Service Provider is a national of the Purchaser's country, the Contract shall contain the following provision:</i></u></p> <p>Any dispute between the Employer and a Service Provider arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is:</p> <p><i>President, Institution of Engineers, Bangladesh</i></p>

Section VIII. Performance Specifications and Drawings

Not Applicable

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Section IX. Contract Forms

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Performance Bond – Not Applicable

By this Bond, _____ as Principal (hereinafter called “the Service Provider”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Oblige (hereinafter called “the Employer”) in the amount of _____/ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the _____ day of _____, _____ for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____ day of _____, _____.

Signed by _____
on behalf of _____
In the capacity of _____
In the presence of _____
Date _____

Signed by _____
on behalf of _____
In the capacity of _____
In the presence of _____
Date _____

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Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

SECTION X. CURRICULUM VITAE

CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Note: *The information of the resource person [s] mentioned is to be submitted as per indicated format of CV. The CV shall be appended with photograph and each page must be signed by the respective person. The signature of the respective staff must be followed by current date [self-hand written]. Certificates in support of Academic qualification must be attached with the CV of the resource person concerned. Experience of the resource person must be authenticated by the authorized person of the consulting firm submitting the proposal. Otherwise, evaluation points against the relevant item will not be awarded to the resource person.*

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Employer: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member] Date: _____
Day/Month/Year

[Countersigned by the authorized representative of the firm]

Full name of authorized representative: _____ Date: _____
Day/Month/Year

Employer

Appendices

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Appendix A-Description of the Services

1. Objective of Assignment

The objective of this assignment is to recruit a leading skills assessment, development, and certification organization to develop and implement a program to provide IT/ITES middle management and/or supervisory skills training and certification for the IT/ITES industry of Bangladesh. Almost all the IT/ITES companies (both home & abroad) face continuous challenges in growth lacking adequate supervisory and mid-level management human resources. A leading local management academy and a credible global IT/ITES company will build the appropriate mid-level resources managed by the hired firm; for roles in IT/ITES companies as team leaders, associate managers, managers, etc. Bangladesh could further build a competitive advantage through the availability of such mid-level skills; and the assignment should build on the similar training programs.

2. Scope of Services

- I. **Provide Inception Report:** Provide an Inception Report that contains a description of pre inception start-up onsite & offsite activities, stakeholder engagement, Pre Inception Workshop's result, the detailed work plan, tools, reporting process, methodologies, the list of personnel involved and their roles and responsibilities, and an estimate of the time allocation for the involved personnel from both the Government of Bangladesh and the organization's team.

- A. **Pre Inception workshop:** Organize a day-long workshop in Dhaka with IT/ITES associations around fifty leaders. The objective of this workshop is to get the feedback of IT/ITES associations' leaders understanding of training model & enhance the EMMaT¹¹ process.

- B. **Compilation of Trainees List:** Collect IT/ITES industries' top 500 companies list from IT/ITES associations. Communicate & Collect the numbers & details of proposed participants list from each of the 500 companies. Bangladesh Computer Council (BCC) along with IT/ITES associations will review & finalize the participants. The consultancy firm will perform the trainee selection process to choose eligible trainees from the identified participants for the basic training in Bangladesh.

- II. **Develop Business Plan:** Provide a business plan that spells out the resources to be deployed and the results proposed to be achieved. The business plan should also propose long term, sustainable business model options for the Program.
- III. **Analyze Skills & Roles Gaps:** Conduct research and analysis of the gaps and weaknesses with regard to middle management skills and roles availability in Bangladesh for the global and local IT/ITES industry. Based on this analysis identify specific skill areas where training will be necessary. The analysis should be systematic, multidimensional and conducted in collaboration with relevant partners - including leading international and local IT/ITES companies, academic institutions, and governments, international standards bodies, IT/ITES forums and industry/trade associations. It should cover the current talent and training situation and provide

¹¹ Embedded Middle Management Training

recommendations on prioritized areas for IT/ITES industry middle management skills development.

- IV. **Develop Middle Management Role Specific Skill Set Dictionary, Standards and Skills Development Framework:** Develop a comprehensive dictionary of skills required for the IT/ITES Industry together with standards for each skill set category, create a database of job role profiles and performance indicators for various middle management functions. These standards should be developed in close collaboration with the relevant partners described above, and have their explicit support in terms of quality and relevance. Also develop a skills development framework to be used for planning and aiding in development of the middle management training program, and be based on internationally proven frameworks for middle management that is adapted for the local needs.

The various roles of the Middle Management of the IT/ITES Industry are as following (Please note that this is an indicative list from experience, not from a rigorous IT/ITES Industry study in Bangladesh. So the ongoing Bangladesh IT/ITES Industry Statistics Gathering and Strategic Planning and the above-mentioned Skills Gap Analysis activities will contribute in revisiting / fine-tuning the mentioned roles):

1. Project manager (PM);
2. Product Manager;
3. UX (User Experience) Design lead;
4. Tech Lead/Lead Architect;
5. QA Lead/Manager;
6. Lead Business Analyst/Lead Use Case Engineer;
7. Lead Systems Analysis/Systems Analysis manager;
8. Lead Data Scientist
9. Technical Documentation Lead
10. Lead Test Engineer
11. Marketing Manager
12. Finance & Accounting Manager
13. HR Manager
14. Admin Manager
15. Operations & BPO Manager

All of the above Middle Management roles must possess the following management & technical skills and attributes to be successful middle managers to grow large world-class successful IT/ITES companies (Please note that this is an indicative list from experience, not from a rigorous IT/ITES Industry study in Bangladesh. So the ongoing Bangladesh IT/ITES Industry Statistics Gathering and Strategic Planning and the above-mentioned Skills Gap Analysis activities will contribute in revisiting / fine-tuning the mentioned skills):

A. Management Skills:

1. Decision Analysis
2. Financial and Cost Accounting
3. Human Resource Management
4. Information Technology and Management
5. Managerial Communication
6. Marketing Management
7. Operations Management
8. Organizational Processes

9. Project Management
10. Leadership & Strategic Management
11. Teamwork & Performance Management
12. Conflict Management
13. Innovation & Change Management
14. Coaching & Team Building
15. Estimation & Project Costing of Software

B. Technical Skills:

1. Information Security
2. Data Science / Big Data
3. Software Design/Architecture (SOA, TDD, Arch Patterns etc.)
4. Software Engineering & testing
5. Productivity Tools for Software Development (incl. source/version control tools)
6. Information System Audit
7. IS Security & Audit
8. Business Analysis
9. Web & Data Security
10. Cloud Computing & Cloud Development
11. User Experience
12. Software testing (Incl. test automation) & quality Assurance
13. Software Matrices (Risk Management, testing & procedure)

V. **Design and Develop Course Curriculum:** Develop a streamlined IT/ITES middle management training course curriculum that is based on the global skill set standards and framework, aligned with the specific skill requirements in the case of Bangladesh, and has explicit support of the relevant partners in terms the curriculum's quality and relevance. In addition, a curriculum map should be developed for the short, medium and long term skills development.

VI. **Develop Middle Management Training (EMMaT) Process:** Develop an extensive embedded Middle Management Training Process, which will integrate on-the-job project works & local class room based non-residential training. The following is a tentative embedded layered training model that the selected firm may consider and fine tune depending on the analyzed skill gaps and industry requirements through IT/ITES industry survey, FGD & workshop.

The EMMaT Process will cover both the vertical (i.e. above mentioned Management skills) & horizontal (i.e. above mentioned Technical skills) integrated training. The vertical skills training will be for all trainees regardless of their background or department. The horizontal skills training will be for trainees with respect to their background/department or based on the middle managers' potentiality from other backgrounds. In brief, the horizontal skills training will cover the background & department specific specialized training which will be applicable in the context of IT/ITES industries of Bangladesh.

The training will be divided in two main phases. The first phase will be Management skills training; the second phase will be Technical skills training.

The Management skills training duration of each batch will be 120 hours (15 Training Days, 5days each month, 8 hours each day, training duration 3 Months estimated). It is proposed to deliver the Management skills training in Dhaka through monthly 5 days, 8 hourly sessions for three months in non-residential model (however the final

schedule for Management skills training will be agreed after the submission of inception report & will be based on feedback received from the IT/ITES industry). This phase will highly focus on extensive management skills. The training model will be similar to IIMA's (Indian Institute of Management, Ahmedabad) "Tier I: Middle Management Programme" of "3-Tier Programme for Middle Management". The trainers will be from Top ranked universities (eg. Indian Institute of Management, Ahmedabad similar or higher) & have Middle management teaching experiences (e.g. IIMA's "3-Tier Programme for Middle Management" similar or higher). The trainers should have at-least 10 years teaching experience in the subject matter. The trainers should have industry experience related to the subject matter.

The technical skills training duration of each batch will be 80 hours (10 Training Days, 5days each month, 8 hours each day, training duration 2 Months estimated). It is proposed to deliver the technical skills training in Dhaka through monthly 5 days, 8 hourly sessions for two months in non-residential model (however the final schedule for Management skills training will be agreed after the submission of inception report & will be based on feedback received from the IT/ITES industry). This phase will highly focus on extensive technical skills. The training model will be similar to IIT Bombay (Indian Institute of Technology, Bombay) "Continuing Education Programme (CEP)" of "Outreach Programs". The trainers will be from Top ranked universities (eg. Indian Institute of Technology, Bombay similar or higher) & have working professionals teaching experiences. The trainers should have at-least 10 years teaching experience in the subject matter. The trainers should have industry experience related to the subject matter.

The management & technical skills trainings will be held in top ranked Bangladeshi educational institute or renowned training academy e.g. Institute of Business Administration (IBA), University of Dhaka, Institute of Information Technology, University of Dhaka, Institute of Appropriate Technology (IAT), Bangladesh University of Engineering and Technology (BUET). One of the Bangladeshi educational institutes e.g. Institute of Business Administration (IBA), University of Dhaka, Institute of Information Technology, University of Dhaka, Institute of Appropriate Technology (IAT), Bangladesh University of Engineering and Technology (BUET) will be established as the anchor institute for middle management training under the sustainable business model implementation. The Service provider required to sign a MoU with at-least one of the Bangladeshi educational institute e.g. Institute of Business Administration (IBA), University of Dhaka, Institute of Information Technology, University of Dhaka, Institute of Appropriate Technology (IAT), Bangladesh University of Engineering and Technology (BUET) & should submit the MOU in the bid.

The management skills & technical skills trainers will train local faculty under the sustainable business model implementation. Each subject matter expert will be assisted by at-least one local faculty. The anchor institute & LICT will provide the list of 20 local faculties, 10 from anchor institute & 10 from industry. The service provider will cater the cost of local faculty (e.g. remuneration, food etc.) The master trainer training will be conducted in number of stages. In the first batch of middle management training, the local faculty will attend the full middle management training course. In the second batch local faculty will assist the master trainer in subject matter course module. In the third batch the local faculty will take module (subject matter) classes along with the master trainer. In the fourth batch the local faculty will take module classes & the master trainer observes the training. Estimated

remuneration will be for the local faculty during first batch per person per day BDT 1000, second batch each module per person per day up to BDT 1000, third batch per module per person per day BDT 2000 and fourth batch per module per person per day up to BDT 3000. Please note that this is an indicative list from experience, so the service provider will refine or propose the appropriate model.

- VII. **Design and Development of an Accreditation Mechanism:** Present an accreditation mechanism for the IT/ITES training industry with specific guidelines for a qualitative system of review, evaluation, accreditation, and monitoring of middle management training programs. Program accreditation should be with an internationally recognized and reputed body e.g. GWU, DE LA Salle IIMA, and a nationally recognized and reputed body e.g. Institute of Business Administration (IBA), University of Dhaka, Institute of Information Technology, University of Dhaka, Institute of Appropriate Technology (IAT), Bangladesh University of Engineering and Technology (BUET). The accreditation should contribute significantly to the quality of programs and foster industry and public confidence in the Program.
- VIII. **Develop Content:** Based on the curriculum map, develop appropriate and prioritized content for certification in close collaboration with relevant partners. The developed content should have their explicit support in terms of relevance and quality, and cover comprehensive middle management skills considering above mentioned skills & courses.
- IX. **Develop Certification processes and credentialing program:** Develop an internationally recognized, authentic, secure and valid tool for middle management skills assessment and certification. This process should be developed in consultation with leading international and local IT/ITES companies, academic institutions, and governments, international standards bodies, IT/ITES forums and industry/trade associations. In addition, the process should be based on proven experiences in similar certification programs, and the testing process should be representative of real-life, professional ITS/ITES functions. The examinations should be refreshed triennially; and extendable to other emerging IT skills as needed. The examination must be developed using recognized techniques for validation and verification of quality, and linkages may be established with one or more leading testing and certification organizations to ensure that the certification will be conducted in a secure and proctored setting. Provide a web-enabled credentialing program, including functions for online registration, preparation and certification. BCC has developed tools for online registration & examination which can be used & transform for certification processes & credential program.
- X. **Pilot, Evaluate and Refine:** To pilot the Program with an initial batch of at least 80 local trainees, and to benchmark results against an international control group. To conduct an evaluation of the pilot to prepare a detailed report to recommend strategies and action plans for improving the Program, and refine the Program based on the agreed recommendations of the Evaluation Report.
- XI. **Implement Mass Rollout:** Implement mass rollout of the Program across Bangladesh, train master trainers, and provide middle management training for an estimated 420 trainees. The training will include all the cost of training & food, per diem (per training day) 500 Taka etc. Per batch average size of training will be 40 people. Top five performer of middle management training will be send for a 3 days technology workshop in Europe along with their CEO as reward of appreciation. The service provider will cater the cost of 10 people's workshop participation.

- XII. **Business Model Implementation:** implement a business model for the Program that is internationally recognized, financially self-sustaining and affordable for aspirants seeking employment in the IT/ITES industry by the end of this consultancy service. A final report is to be prepared to highlight the next steps to be taken by Bangladesh for the Program, including future steps on training content development, certification process, local capacity building, and program accreditation.

For building local capacity in the host country, the selected consultancy will impart non-residential 2-3 days training to local faculty in the areas of exam proctoring, interpretation of assessment results and developing of metrics for quality enhancement of educational programs. This capacity building would occur within an overall knowledge transfer framework proposed and developed by the service provider. Besides delivering training for capacity building, the knowledge transfer mechanism would also specify how the transfer of knowledge products and material (documents, reports, questions banks, software) would happen during the course of assignment.

3. Team Structure/Composition

3.1 Team leader: Minimum of 10 years' experience in a leadership role in designing and conducting middle management training for the IT/ ITES sector; experience in at least 2 countries that are significant global players in IT/ITES; successful track record of collaborating with one or more IT/ITES industry associations

3.2 Expert in middle management skills gap analysis; and developing skills dictionaries, standards and framework. Minimum of 8 years international experience in these areas with successful track record of working in or collaborating with three or more leading IT/ITES companies on such training activities; successful track record of working in or collaborating with one or more leading academic institutions on subjects relevant to training for the IT/ITES sector.

3.3 Expert in middle management curriculum design, content development and certification: Minimum of 8 years' international experience in the areas of curriculum design, content development and certification relevant to the IT/ITES industry; successful track record of working in or collaborating with three or more leading IT/ITES companies on such training activities; successful track record of working in or collaborating with one or more leading academic institutions on subjects relevant to training for the IT/ITES sector.

Appendix B—Schedule of Payments and Reporting Requirements

Payment Schedule

Progress of payments will be made subject to certification by the Employer that the Services have been rendered satisfactorily pursuant to the deliverables according to the following schedule:

- Advance for Mobilization: 10 (ten) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the contracted amount will be paid upon submission and acceptance of Inception Report, Business Plan & Skills Gap Analysis. IT/ITES Associations Leaders Workshop & Industry Survey by the client after 1 month from the commencement date.
- Five (05) percent of the contracted amount will be paid upon submission of Middle Management Skill Set Standards and Framework, and design and development of Curriculum report and acceptance of it by the client within 4 months from the commencement date.
- Five (05) percent of the contracted amount will be paid upon submission of Embedded Middle Management Training (EMMaT) Process report and acceptance of it by the client within 4 months from the commencement date.
- Five (05) percent of the contracted amount will be paid upon submission of Program Accreditation and design and development report and acceptance of it by the client within 4 months from the commencement date.
- Five (05) percent of the contracted amount will be paid upon submission of Content, certification processes and credentialing program report and acceptance of it by the client within 4 months from the commencement date.
- Ten (10) percent of the contracted amount will be paid upon submission of Pilot rollout (around 80 trainees training), Evaluation and Refinement Report and acceptance of it by the client within 10 months from the commencement date.
- Fifteen (15) percent payment upon completion of mass rollout report around 250 trainees (including pilot rollout 80 trainees) and acceptance of it by the client within 12 months from the commencement date.
- Fifteen (15) percent payment upon completion of mass rollout report around 500 trainees(including pilot rollout 80 trainees plus mass rollout of 250 trainees) and acceptance of it by the client within 15 months from the commencement date.
- Twenty (20) percent of the contracted amount will be paid upon submission of Business Model Implementation report and acceptance of it by the client within 18 months from the commencement date.

The bank guarantee for the advance payment shall be released with submission of Pilot rollout. If advance payment will not taken by the service provider, the amount will be paid with the submission of final Mass Rollout and Marketing report.

Reporting and Time Schedules

S/No.	Deliverable	Timing (Months after Contract Signature)
i.	Inception Report, Business Plan & Skills Gap Analysis. IT/ITES Associations Leaders Workshop, Stakeholder Workshop & Industry Survey	1
ii.	Middle Management Skill Set Standards and Framework, and design and development of Curriculum	4
iii.	Embedded Middle Management Training (EMMaT) Process	4
iv	Design and Development of an Accreditation Mechanism	4
v.	Content, certification processes and credentialing program	4
vi.	Pilot rollout, Evaluation Report and Refinement	4-10
vii.	Mass Rollout	6 – 15
viii.	Business Model Implementation	15 – 18

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Appendix C—Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency (ies)

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- 1. Remuneration showing rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E—Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

- 1. Remuneration showing rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F—Services and Facilities Provided by the Employer

The client will provide institutional support and all available documents, data and information to the service provider. The selected service provider is expected to provide other resources required to execute the assignment (such as computers, transportation, accommodation, and other facilities).

Appendix G—Performance Incentive Compensation Appendix

Not Applicable

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