

Request for Bids Non-Consulting Services

(Two-Envelope Bidding Process)



Procurement of:

**Delivery of Online Outsourcing Training and Employment Services for IT
and IT-Enabled Services Industry**

RFB No: Contract Package # AF-NS1

Project: Leveraging ICT for Growth, Employment & Governance Project

Employer: Bangladesh Computer Council (BCC)

Information and Communication Technology Division

Ministry of Posts, Telecommunications and Information
Technology

Country: Bangladesh

Issued on: 21 December 2016

Request for Bids

Non-Consulting Services

(Two-Envelope Bidding Process)

Employer: Bangladesh Computer Council (BCC)

Project: Leveraging ICT for Growth, Employment & Governance Project

Contract title: Delivery of Online Outsourcing Training and Employment Services for IT and IT-Enabled Services Industry

Country: Bangladesh

Credit No. : IDA 5911-BD

RFB No: AF-NS1

Issued on: 21 December 2016

1. The People's Republic of Bangladesh has received a credit from the World Bank toward the cost of the Leveraging ICT for Growth, Employment & Governance Project (LICT), and intends to apply part of the proceeds toward payments under the contract for Delivery of Online Outsourcing Training and Employment Services for IT and IT-Enabled Services Industry.
2. The Bangladesh Computer Council (BCC) represented by the Project Director, Leveraging ICT for Growth, Employment & Governance Project now invites sealed Bids from eligible Bidders for Delivery of Online Outsourcing Training and Employment Services for IT and IT-Enabled Services Industry. The Online Outsourcing (OO) contract package will have two parts. Part-A to train required number of (at least 3,000) youth and women to employment of 3,000 youth and women; in identified regions/districts and by the timeline specified below. Part-B to train required number of (at least 7,000) youth and women to employment of 7,000 youth and women. However, Part-B will come into effect on the following conditions:
 - (i) Project extension, and
 - (ii) Satisfactory performance of the service provider in the Part-A.
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 experience in designing, customizing and successfully implementing online outsourcing (OO) training solutions for five years;
 - b) The bidder must have capability in delivery of online outsourcing (OO) training and mentorship for the OO sector. The bidder shall include documentary evidence of the proven systems, applications, processes with their Bids;

- c) The bidder must have experience in conducting relevant online outsourcing (OO) training mentorship for minimum 1000 trainee in the OO sector. Such trainings should have duration of at least 70 hours of learning activities as well as a minimum of 120 hours of practice to be considered as relevant OO training;
- d) The bidder must have comprehensive online platform with functions relevant to the online outsourcing (OO) including certification, job portal, payment, comprehensive reporting, learning content management system, etc. The bidder shall include documentary evidence of the comprehensive online platform with their Bids;
- e) The bidder must have tested and proven online outsourcing (OO) job placement experience. The bidder shall include documentary evidence of minimum 500 person's job placement experience with their Bids;
- f) The bidder must have the ability to scale up operations to train, generate online employment and provide mentorship for at least 10,000 persons in Bangladesh by no later than March 2019;
- g) The Bidder must have capacity of minimum US\$ 1 million or equivalent amount as liquid assets and/or line of credit from a reputable Bank and an eligible country (in case the Bank is located outside the Employer's country, it shall have a correspondent Bank in the Employer's country to make it enforceable);
- h) The bidder must demonstrate Average Annual Volume of Services of US\$ 2 million or equivalent amount within best three years out of the last five years; and
- i) The bidder must demonstrate a team with required educational qualification and experience as follows:
- Team leader: Minimum of 10 years' experience in a leadership role; and in designing and leading training programs (preferably in OO) in at least 1 country.
 - Expert in OO skills gap analysis; and developing skills dictionaries, framework, and curriculum design. Minimum of 5 years of experience in similar areas.
 - Expert in OO training and job placement programs: Minimum 5 years' experience in this area; preferably with experience in Bangladesh.
4. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers -" July 2016 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

5. Interested eligible Bidders may obtain further information from Project Director, Leveraging ICT for Growth, Employment and Governance Project, ICT Tower, 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).
6. The bidding document (official hard copy) in **English** may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of Bangladesh Taka (BDT) 5,500 (BDT Five Thousand Five Hundred only) or in US\$ 70 (US\$ Seventy 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, ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka -1207, Bangladesh.
7. Bids must be delivered to the address below on or before 07 February 2017 up to BST 15:00 hours (GMT+6 hours). Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on BST 15:30 hours (GMT +6:00 hours) on 07 February 2017.
8. All 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\$) 110,000 (US\$ One Hundred Ten Thousand only) or BDT 8,800,000 (Bangladesh Taka Eight Million Eight Hundred Thousand Only) or an equivalent amount in a freely convertible currency.
9. A Pre-bid meeting with the representatives of prospective bidders will be held at BST 11: 00 hours (BST= GMT + 6:00 hours) on 09 January 2017 at a venue of Conference Room (2nd Floor), Bangladesh Computer Council (BCC), ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.
10. The authority reserves the right to accept or reject any or all bids without assigning any reason thereof.
11. The address referred to above is:

Project Director

Leveraging ICT for Growth, Employment and Governance Project
Bangladesh Computer Council (BCC), ICT Tower (2nd Floor),
Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka -1207, Bangladesh.
Telephone: +880-2-8181381, Fax: +880-2-8181383
[E-mail: pd.lict@bcc.net.bd](mailto:pd.lict@bcc.net.bd)

Table of Contents

Part I – Bidding Procedures.....	6
Section I - Instructions to Bidders	7
Section II - Bid Data Sheet (BDS).....	33
Section III - Evaluation and Qualification Criteria.....	44
Section IV- Bidding Forms.....	51
Section V - Eligible Countries	83
Section VI - Fraud and Corruption	84
Part II – Employer’s Requirement.....	86
Section VII - Activity Schedule.....	87
Part III – Conditions of Contract and Contract Forms.....	105
Section VIII - General Conditions of Contract.....	106
Section IX - Special Conditions of Contract.....	125
Section X - Contract Forms	137

Un Official Copy

Part I – Bidding Procedures

Un Official Copy

Section I - Instructions to Bidders

Contents

A. General	9
1. Scope of Bid.....	9
2. Source of Funds	9
3. Fraud and Corruption.....	10
4. Eligible Bidders	10
5. Qualification of the Bidder	13
B. Contents of Bidding Document	13
6. Sections of Bidding Document	13
7. Site Visit.....	14
8. Clarification of Bidding Document	14
9. Amendment of Bidding Document.....	14
C. Preparation of Bids	14
10. Cost of Bidding.....	14
11. Language of Bid.....	15
12. Documents Comprising the Bid.....	15
13. Letter of Bid and Activity Schedule	16
14. Alternative Bids.....	16
15. Bid Prices and Discounts	16
16. Currencies of Bid and Payment	17
17. Documents Establishing Conformity of Services.....	17
18. Documents Establishing the Eligibility and Qualifications of the Bidder.....	17
19. Period of Validity of Bids.....	18
20. Bid Security	19
21. Format and Signing of Bid.....	20
D. Submission and Opening of Bids	21
22. Sealing and Marking of Bids	21
23. Deadline for Submission of Bids	22

24.	Late Bids	22
25.	Withdrawal, Substitution and Modification of Bids	22
26.	Bid Opening	23
E. Evaluation and Comparison of Bids.....		24
27.	Confidentiality	24
28.	Clarification of Bids.....	24
29.	Deviations, Reservations, and Omissions	25
30.	Determination of Responsiveness	25
31.	Nonconformities, Errors and Omissions	26
32.	Correction of Arithmetical Errors	26
33.	Conversion to Single Currency	27
34.	Margin of Preference	27
35.	Evaluation of Bids.....	27
36.	Comparison of Bids	28
37.	Abnormally Low Bids.....	28
38.	Qualification of the Bidder	28
39.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	29
40.	Standstill Period	29
41.	Notice On Intention to Award.....	29
F. Award of Contract.....		29
42.	Award Criteria	29
43.	Notification of Award	30
44.	Debriefing by the Employer.....	30
45.	Signing of Contract	31
46.	Performance Security	31
47.	Adjudicator	32

Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 1.3 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 or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United

Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through

common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including

related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, submit proposal for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, 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 goods or the contracting of works or services required; or (b) 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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.

4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Qualification of the Bidder

- 5.1 All Bidders shall provide in Section IV, 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 Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Site Visit**
- 7.1 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.
- 8. Clarification of Bidding Document**
- 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.
- 9.3 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 23.2 below.

C. Preparation of Bids

- 10. Cost of Bidding**
- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the

Bidding process.

11. Language of Bid

11.1 The Bid 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 that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 13;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
- (d) **Alternative Bid:** if permissible in accordance with ITB 14;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (i) any other document required **in the BDS**.

12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

13. Letter of Bid and Activity Schedule

13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

14. Alternative Bids

14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.

15. Bid Prices and Discounts

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.

15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer's Requirements. 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.

15.6 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.

15.7 If provided for **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.

15.8 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.

16. Currencies of Bid and Payment

16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.

16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.

16.3 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 16.1 and 16.2.

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. Documents Establishing the Eligibility and Qualifications

18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

of the Bidder

- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. 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.
- 18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

- 19.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made; or

- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7 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 in the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.

20.8 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 into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, 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.

21.2 Bidders shall mark as "CONFIDENTIAL" information in their

Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

- 21.3 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. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
 - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 23.1;
 - (c) bear the specific identification of this Bidding process

specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval

between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

26. Bid Opening

- 26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by

representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

26.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
- (c) any alternative Bids;
- (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.

27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that

is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**29. Deviations,
Reservations,
and Omissions**

29.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Determination
of
Responsiveness**

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or

reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**31. Nonconformities
Errors and
Omissions**

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

**32. Correction of
Arithmetical
Errors**

32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) 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; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

34. Margin of Preference

34.1 A margin of preference shall not apply.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (b) price adjustment due to discounts offered in accordance with ITB 15.4;
- (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the

Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

38. Qualification of the Bidder

38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall

result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

40. Standstill Period

40.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the BDS. Where only one Bid is submitted, the Standstill Period shall not apply.

41. Notice On Intention to Award

41.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notice is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

42. Award Criteria

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

43. Notification of Award

43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 40.1, or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

43.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Employer

44.1 On receipt of the Borrower’s Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three

(3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

44.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.

45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a

bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Adjudicator

47.1 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 Bid, 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.

Un Official Copy

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : AF-NS1</p> <p>The Employer is: Bangladesh Computer Council (BCC) represented by Project Director, Leveraging ICT for Growth, Employment & Governance Project.</p> <p>The name of the RFB is: Delivery of Online Outsourcing Training and Employment Services for IT and IT-Enabled Services Industry.</p> <p>The number and identification of lots (contracts) comprising this RFB is: One.</p>
ITB 1.2(a)	Not Applicable.
ITB 1.3	<p>The Online Outsourcing (OO) contract package will have two parts; Part-A to train required number of (at least 3,000) youth and women to employment of 3,000 youth and women; in identified regions/districts. Part-B to train required number of (at least 7,000) youth and women to employment of 7,000 youth and women. However, Part-B will come into effect on the following conditions:</p> <ul style="list-style-type: none"> i) Project extension, and ii) Satisfactory performance of the service provider in the Part-A. <p>The Intended Completion Date is: 24 Months (For both the parts i.e. Part-A plus Part-B) from the date of contract commencement.</p>
ITB 2.1	<p>The Borrower is: The People's Republic of Bangladesh.</p> <p>Loan or Financing Agreement amount: <i>US\$ 39 million (Additional Financing)</i></p> <p>The name of the Project is: Leveraging ICT for Growth, Employment & Governance Project.</p>
ITB 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: <i>it is preferable to limit maximum four members in the Joint venture.</i></p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>
	B. Contents of Bidding Document

<p>ITB 8.1</p>	<p>For Clarification of Bid purposes only, the Employer’s address is: Attention: <i>Md. Rezaul Karim ndc, Project Director</i> Address: 3rd Floor , Bangladesh Computer Council (BCC), ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh Telephone:+88-02-8181381 Facsimile: +88-02-8181383 E-mail: pd.lict@bcc.net.bd Requests for clarification should be received by the Employer no later than: 14 days from publication of Request for Bid. Web page: www.bcc.gov.bd</p>
<p>C. Preparation of Bids</p>	
<p>ITB 11.1</p>	<p>The language of the Bid is: <i>English</i>. All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is <i>English</i>.</p>
<p>ITB 12. Documents Comprising the Bid</p>	<p>The sub-Clause 12.1 are modified as follows: 12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”. 12.1.1 The Technical Part shall contain the following: (a) Letter of Bid - Technical Part: prepared in accordance with ITB 13; (b) Bid Security or Bid-Securing Declaration in accordance with ITB 20.1; (c) Alternative Bid – Technical Part: if permissible in accordance with ITB 14; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3; (e) Qualifications: documentary evidence in accordance with ITB</p>

	<p>18 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;</p> <p>(f) Bidder’s Eligibility: documentary evidence in accordance with ITB 18 establishing the Bidder’s eligibility to Bid;</p> <p>(g) Conformity: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and</p> <p>(h) any other document required in the BDS.</p> <p>12.1.2 The Financial Part envelope shall contain the following:</p> <p>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 14;</p> <p>(b) Schedules: priced Activity Schedule completed in accordance with ITB 13 and ITB 15;</p> <p>(c) Alternative Bid - Financial Part; if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid;</p> <p>(d) any other document required in the BDS.</p>
<p>ITB 12.1.1 (h)</p>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>(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;</p> <p>(b) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;</p> <p>(c) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</p> <p>(d) authority to the Employer to seek references from the Bidder’s bankers;</p> <p>(e) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and</p> <p>(f) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.</p>
<p>ITB 14.1</p>	<p>Alternative Bids <i>shall not be</i> considered.</p>

<p>ITB 14.2</p>	<p>Alternative times for completion shall not be permitted. If permitted, the range of acceptable completion time is: Duration of each part of Contract will be 12 Months from the date of contract commencement.</p>
<p>ITB 14.3</p>	<p>Alternative technical solutions shall be permitted for the following parts of the Services: Not Applicable.</p>
<p>ITB 15.6.1</p>	<p>In addition to ITB clause 15.6 the following clause 15.6.1 shall be added:</p> <p>The bidder financial proposal shall exclude AIT & VAT in the Employer's country. Only the AIT and VAT will be added to the final contract if the contract is awarded as per rules of the Employer's country. The employer will deduct the AIT and VAT at source during each payment.</p>
<p>ITB 15.7</p>	<p>The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.</p>
<p>ITB 16.1</p>	<p>The Bidder <i>is</i> required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.</p>
<p>ITB 18.4</p>	<p>Prequalification has not been undertaken.</p>
<p>ITB 19.1</p>	<p>The Bid validity period shall be 150 days after the deadline for Bid submission specified in the BDS.</p>
<p>ITB 19.3 (a)</p>	<p>The Bid price shall be adjusted by the following factor(s): Not Applicable.</p>
<p>ITB 20.1</p>	<p>A Bid Security shall be required.</p> <p>Bid Security shall be in the form of an unconditional guarantee issued by a bank.</p> <p>Bid security shall be submitted using the Bid Security Form included in Section IV.</p> <p>The amount of Bid Security shall be required, the amount and currency of the Bid Security shall be United States Dollar (US\$) 110,000 (US\$ One Hundred Ten Thousand only) or BDT 8,800,000 (Bangladesh Taka Eight Million Eight Hundred Thousand Only) or an equivalent amount in a freely convertible currency.</p> <p>The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.</p> <p>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</p>

	the end of the bid validity <i>period</i> shall be rejected as non-responsive.
ITB 20.3 (d)	Other types of acceptable securities: None.
ITB 20.9	Not Applicable.
ITB 21.1	In addition to the original of the Bid, the number of copies is: 3 (three). 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.
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
	D. Submission and Opening of Bids
ITB 22 Sealing and Marking of Bids	The Clause ITB 22 are modified as follows: 22.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked "ORIGINAL BID". 22.2 In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked "Copies: Technical Part". Copies of the Financial Part shall be placed in a separate sealed envelope marked "Copies: Financial Part". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "Bid Copies". In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "Alternative Bid – Technical Part" and the Financial Part shall be placed in a sealed envelope marked "Alternative Bid – Financial Part" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "Alternative Bid – Original", the

	<p>copies of the alternative Bid will be placed in separate sealed envelopes marked “Alternative Bid – Copies Of Technical Part”, and “Alternative Bid – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”</p> <p>22.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.</p> <p>22.4 All inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Employer in accordance with ITB 23.1; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>22.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>ITB 23.1</p>	<p>For <u>Bid submission purposes</u> only, the Employer’s address is: <i>Attention: Md. Rezaul Karim ndc, Project Director</i> Address: 3rd Floor, Bangladesh Computer Council (BCC), ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh</p>
<p>ITB 23.1</p>	<p>The deadline for Bid submission is: Date: 07 February 2017 Time: 15:00 hours Bangladesh Standard Time (BST= GMT + 6:00 hours) Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>
<p>Public Opening of Technical Parts of Bids</p>	
<p>ITB 26 Public Opening of Technical Parts of Bids</p>	<p>The Clause 26 are modified as follows:</p> <p>26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Employer shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.</p>

	<p>26.2 First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p>
	<p>26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p>
	<p>26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.</p>
	<p>26.5 Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Financial Part” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “Technical Part” the Employer shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Employer may consider appropriate.</p>
	<p>26.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified in the BDS.</p>
	<p>26.7 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).</p>
	<p>26.8 Following the opening of the Technical Parts of the Bid the Employer shall prepare a record that shall include, as a minimum:</p> <p>(a) the name of the Bidder and whether there is a withdrawal,</p>

	<p>substitution, or modification;</p> <p>(b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;</p> <p>(c) the presence or absence of a Bid Security or Bid-Securing Declaration; and</p> <p>(d) if applicable, any Alternative Bid - Technical Part;</p> <p>26.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<p>ITB 26.1</p>	<p>The Bid opening (Public Opening of Technical Parts) shall take place at: <i>Office of the Project Director</i> Address: 3rd Floor , Bangladesh Computer Council (BCC), ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh. Date: 07 February 2017 Time: 15:30 hours Bangladesh Standard Time (BST= GMT + 6:00 hours).</p>
<p>ITB 26.1</p>	<p>The electronic Bid opening procedures shall be: Not Applicable.</p>
<p>ITB 26.6</p>	<p>The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by 3 (three) representatives of the Employer conducting Bid opening. Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>ITB 30.1 Evaluation of Technical Parts</p>	<p>In addition to ITB clause 30.1 the following clause shall be added :</p> <p>30.1.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.</p>
<p>ITB 31.3</p>	<p>The adjustment shall be based on the <i>highest</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>

	<p>For Public Opening of Financial Parts of Bids following clause shall be added:</p>
<p>ITB 31.4 Public Opening of Financial Parts</p>	<p>31.4.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection, the Employer shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their envelope marked “FINANCIAL PART” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract; <p>31.4.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and (b) their envelope marked “FINANCIAL PART” will be opened at the public opening of Financial Parts; (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”. <p>31.4.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.</p> <p>31.4.4 At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Purchaser shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the</p>

	<p>Purchaser may consider appropriate.</p> <p>31.4.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified in the BDS.</p> <p>31.4.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART”.</p> <p>31.4.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidder whose Financial Part was opened; (b) the Bid price, per lot (contract) if applicable, including any discounts, (c) if applicable, any Alternative Bid - Financial Part. <p>31.4.8 The Bidders whose envelopes marked “FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<p>ITB 33.1</p>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Bangladesh Taka (BDT)</p> <p>The source of exchange rate shall be: Bangladesh Bank. The exchange rate available in the web address (http://www.bangladesh-bank.org/) on the day mentioned below shall be used.</p> <p>The date for the exchange rate shall be: Fourteen (14) days prior to the date of bid submission.</p>
<p>35. Evaluation of Bids</p>	<p>ITB clause 35.1 shall be replaced as follows:</p> <p>The Employer shall evaluate Financial Part of all Technically qualified Bids to determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost.

<p>ITB 40 Standstill Period</p>	<p>The Standstill Period is ten (10) Business Days from the date the Employer has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder.</p>
	<p>F. Award of Contract</p>
<p>ITB 46.1</p>	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of Performance Bank Guarantee (unconditional) provided in Section X: Contract Forms.</p> <p>The Bidder shall furnish performance security for an amount of 10% of the total contract price.</p>
<p>ITB 47</p>	<p>The Adjudicator proposed by the Employer is Prof. Md. Mostofa Akbar, Dept. of CSE, BUET, Dhaka 1000, Bangladesh. The hourly fee for this proposed Adjudicator shall be BDT 3,000.00. The biographical data of the proposed Adjudicator is as follows:</p> <p>Professor Prof. Md. Mostofa Akbar</p> <p>Department of Computer Science and Engineering Bangladesh University of Engineering and Technology Dhaka 1000, Bangladesh.</p> <p>Academic Background:</p> <p>Ph.D., 2002, University of Victoria, Canada M.Sc. in Computer Science and Engineering, 1998, BUET B.Sc. in Computer Science and Engineering, 1996, BUET.</p>

Section III - Evaluation and Qualification Criteria

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Contents

1. Evaluation (ITB 35.2(f))	45
1.1 Adequacy of Technical Proposal	45
1.2 Multiple Contracts	45
1.3 Alternative Times for Completion	46
1.4 Alternative Technical Solutions for specified parts of the Services	46
1.5 Sustainable procurement	46
2. Qualification	47

Un Official Copy

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

1. Evaluation (ITB 35.2(f))

In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

1.2 Multiple Contracts (Not Applicable)

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

(a) Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

(b) Qualification Criteria for Multiple Contracts:

The criteria for qualification is aggregate minimum requirement for respective lots as defined by the Employer as follows:

.....
.....

1.3 Alternative Times for Completion (Not Applicable)

An alternative Completion Time, if permitted under ITB 14.2, will be evaluated as follows:

.....
.....

1.4 Alternative Technical Solutions for specified parts of the Services (Not Applicable)

If permitted under ITB 14.3, will be evaluated as follows:

.....
.....

1.5 Sustainable procurement (Not Applicable)

[If specific sustainable procurement technical requirements have been specified in Section VII-Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

.....
.....

UN

2. Qualification

2.1 The Employer shall assess **Technical Part** of each Bid against the following minimum Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- a) The bidder must have experience in designing, customizing and successfully implementing online outsourcing (OO) training solutions for five years;
- b) The bidder must have capability in delivery of online outsourcing (OO) training and mentorship for the OO sector. The bidder shall include documentary evidence of the proven systems, applications, processes with their Bids;
- c) The bidder must have experience in conducting relevant online outsourcing (OO) training mentorship for minimum 1000 trainee in the OO sector. Such trainings should have duration of at least 70 hours of learning activities as well as a minimum of 120 hours of practice to be considered as relevant OO training;
- d) The bidder must have comprehensive online platform with functions relevant to the online outsourcing (OO) including certification, job portal, payment, comprehensive reporting, learning content management system, etc. The bidder shall include documentary evidence of the comprehensive online platform with their Bids;
- e) The bidder must have tested and proven online outsourcing (OO) job placement experience. The bidder shall include documentary evidence of minimum 500 person's job placement experience with their Bids;
- f) The bidder must have the ability to scale up operations to train, generate online employment and provide mentorship for at least 10,000 persons in Bangladesh by no later than March 2019;
- g) The Bidder must have capacity of minimum US\$ 1 million or equivalent amount as liquid assets and/or line of credit from a reputable Bank and an eligible country (in case the Bank is located outside the Employer's country, it shall have a correspondent Bank in the Employer's country to make it enforceable);
- h) The bidder must demonstrate Average Annual Volume of Services of US\$ 2 million or equivalent amount within best three years out of the last five years; and
- i) The bidder must demonstrate a team with required educational qualification and experience as follows:
 - Team leader: Minimum of 10 years' experience in a leadership role; and in designing and leading training programs (preferably in OO) in at least 1 country.

- Expert in OO skills gap analysis; and developing skills dictionaries, framework, and curriculum design. Minimum of 5 years of experience in similar areas.
- Expert in OO training and job placement programs: Minimum 5 years' experience in this area; preferably with experience in Bangladesh.

Un Official Copy

2.2 Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed in ITB clause 12.1.1 for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;.
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members 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 members and submitted with the Bid, together with a copy of the proposed agreement;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria. Failure to comply with this requirement will result in rejection of the joint venture’s Bid.

The *minimum qualification requirements of Leading Partner and other Partner(s) of a Joint Venture (JV)* shall be as follows:

Qualification Criteria References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
2.1 (a)	Summation not applicable.	Must meet requirement as stated in Qualification Criteria	Same as for Leading Partner
2.1 (b)	Summation not applicable.	Must meet requirement as stated in Qualification Criteria	Same as for Leading Partner
2.1 (c)	Summation not applicable.	Any one of the partners.	Any one of the partners.
2.1 (d)	Summation not applicable.	Must meet requirement as stated in Qualification Criteria	Same as for Leading Partner
2.1 (e)	Summation not applicable.	Any one of the partners.	Any one of the partners.
2.1 (f)	All partners combined	Not Applicable.	Not Applicable.
2.1 (g)	100%	20%	20%

Qualification Criteria References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
2.1(h)	100%	20%	20%
2.1(i)	All partners combined	Not Applicable.	Not Applicable.

2.3 More than 3 (three) numbers of litigation or arbitration in last 5 years against the Applicant or any member of a Joint Venture may result in disqualification.

2.4 Subcontractors' experience and resources *will not be taken* into account in determining the Bidder's compliance with the qualifying criteria.

Un Official Copy

Section IV- Bidding Forms

Table of Forms

Letter of Bid- Technical Part	52
Letter of Bid- Financial Part.....	54
Qualification Information	58
Schedule Forms	61
Activity Schedule.....	62
Notification of Award - Letter of Acceptance	74
Form of Contract	75

Un Official Copy

Letter of Bid- Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid-Technical Part in the first envelope marked “TECHNICAL PART”

The Bidder must prepare this Letter of Bid- Technical Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer’s Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];
- (j) We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

***: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Bid- Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid – Financial Part in the second envelope marked “FINANCIAL PART”

The Bidder must prepare this Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bi**
d Price: The total price of our Bid, excluding any discounts offered in item (c) below is:
[Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

UN

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input checked="" type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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 Services 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.

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)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

(b)

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

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 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 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 document.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each member 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 members of the joint venture

(and which is legally binding on all members), which shows that

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS.

Un Official Copy

Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Un Official Copy

SUMMARY OF ACTIVITY SCHEDULE

Item	Cost			
	Currencies in accordance with ITB 16			Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required ITB16.1 }
Cost of the Financial Proposal				
Including:				
(1) Part-A				
(2) Part-B				
<u>Total Cost of the Financial Proposal:</u> { Should match the amount in Activity Schedule }				
Indirect Local Tax Estimates – The bidder financial proposal shall exclude AIT & VAT in the Employer’s country. Only the AIT and VAT will be added to the final contract if the contract is awarded as per rules of the Employer’s country. The employer will deduct the AIT and VAT at source during each payment.				
(i)	{insert type of tax e.g., VAT or sales tax }			
(ii)	{e.g., income tax on non-resident experts }			
	{insert type of tax }			
<u>Total Estimate for Indirect Local Tax:</u>				

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Activity Schedule for Part-A

Date: _____
 RFB No: _____
 Alternative No: _____
 Page N° _____ of _____

Currencies in accordance with ITB 16

1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Inception Report					
2	Report on Identification and selection of appropriate locations in Bangladesh					
3	Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum					
4	Provide an Online Platform for Trainee Management and eLearning & digital scoring system					
5	Implementation of training, mentorship programs & job placement of 1,000 youth & women					
6	Implementation of training, mentorship programs & job placement of 2,000 youth & women					
7	Completion Report of OO Sensitization Program					
8	Monitoring and evaluation (M&E) Report					
Total Bid Price						

Note: The table may be modified by inserting new rows with new activities, if deemed necessary.

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Activity Schedule for Part-B

Date: _____
 RFB No: _____
 Alternative No: _____
 Page N° _____ of _____

Currencies in accordance with ITB 16

1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Inception Report					
2	Report on Identification and selection of appropriate locations in Bangladesh					
3	Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum					
4	Provide an Online Platform for Trainee Management and eLearning & digital scoring system					
5	Implementation of training, mentorship programs & job placement of 3,000 youth & women					
6	Implementation of training, mentorship programs & job placement of remaining 4,000 youth & women					
7	Completion Report of OO Sensitization Program					
8	Monitoring and evaluation (M&E) Report					
Total Bid Price						

Note: The table may be modified by inserting new rows with new activities, if deemed necessary.

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

BREAKDOWN OF RATES FOR PERSONNEL (KEY PERSONNEL AND OTHER PERSONNEL) FOR PART-A

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes; and, if needed, to establish payments to the Service Provider for possible additional services requested by the Employer.

A. Remuneration _____								
No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

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

BREAKDOWN OF REIMBURSABLE EXPENSES FOR PART-A

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes; and, if needed, to establish payments to the Service Provider for possible additional services requested by the Employer.

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client’s personnel – if required in TOR}							
				Total Costs				

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

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence.

BREAKDOWN OF RATES FOR PERSONNEL (KEY PERSONNEL AND OTHER PERSONNEL) FOR PART-B

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes; and, if needed, to establish payments to the Service Provider for possible additional services requested by the Employer.

A. Remuneration _____								
No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

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

BREAKDOWN OF REIMBURSABLE EXPENSES FOR PART-B

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes; and, if needed, to establish payments to the Service Provider for possible additional services requested by the Employer.

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client’s personnel – if required in TOR}							
				Total Costs				

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

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence.

Method Statement

(For Part-A)

Un Official Copy

Method Statement

(For Part-B)

Un Official Copy

Work Plan

(For Part-A)

Un Official Copy

Work Plan

(For Part-B)

Un Official Copy

Others - Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

Un Official Copy

Notification of Award - 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 Bid Data Sheet]*,

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 ITB 47.1

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 duly 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”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[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: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

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]

Un Official Copy

Form of Bid Security (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Employer to insert its name and address]*

RFB No.: *[Employer to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the

successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Un Official Copy

Form of 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 [name of Bidder] as Principal (hereinafter called “the Principal”), and [name, legal title, and address of surety], **authorized to transact business in** [name of country of Employer], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Employer] as Obligee (hereinafter called “the Employer”) in the sum of [amount of Bond]¹ [amount in words], 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 or will submit a written Bid to the Employer dated the ___ day of _____, 20___, for the supply of [name of Contract] (hereinafter called the “Bid”).

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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 Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration- Not Applicable

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

Date: *[date (as day, month and year)]*

RFB No.: *[number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Employer for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Section V - Eligible Countries

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

1. In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a): Israel

Under ITB 4.8 (b): Israel

Un Official Copy

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” 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” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” 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” 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:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Part II – Employer’s Requirement

Un Official Copy

Section VII - Activity Schedule

The objective of the activity is to carry out a training, mentorship and employment program in Online Outsourcing (OO) for Bangladeshi youth and women. The OO training services will train required number of at least 10,000 persons to ensure global OO employment of 10,000 youth (with at least 30 percent women) across various locations in Bangladesh.

The OO contract package will have two parts. Part-A to train required number of (at least 3,000) youth and women to employment of 3,000 youth and women; in identified regions/districts and by the timeline specified below. Part-B to train required number of (at least 7,000) youth and women to employment of 7,000 youth and women. However, Part-B will come into effect on the following conditions:

- i) Project extension, and
- ii) Satisfactory performance of the service provider in the Part-A.

The selected service provider, inter-alia will perform the following activities to implement the Services and Reporting Requirements as describe in Terms of Reference.

For Part-A

- (i) Provide Inception Report;
- (ii) Identification and selection of appropriate locations in Bangladesh;
- (iii) Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum;
- (iv) Provide an Online Platform for Trainee Management and eLearning & digital scoring system;
- (v) Implementation of training, mentorship programs & job placement of 1,000 youth & women;
- (vi) Implementation of training, mentorship programs & job placement of 2,000 youth & women;
- (vii) Completion Report of OO Sensitization Program; and
- (viii) Monitoring and evaluation (M&E)

For Part-B

- (i) Provide Inception Report;
- (ii) Identify and select appropriate locations in Bangladesh;
- (iii) Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum;
- (iv) Provide an Online Platform for Trainee Management and eLearning & digital scoring system;
- (v) Implementation of training, mentorship programs & job placement of 3,000 youth & women;
- (vi) Implementation of training, mentorship programs & job placement of remaining 4,000 youth & women;

- (vii) Completion Report of OO Sensitization Program; and
- (viii) Monitoring and evaluation (M&E)

Un Official Copy

Terms of Reference

(Performance Specifications)

1. Objective of Assignment

The objective of the activity is to carry out a training, mentorship and employment program in Online Outsourcing (OO) for Bangladeshi youth and women. The OO training services will train required number of at least 10,000 persons to ensure global OO employment of 10,000 youth (with at least 30 percent women) across various locations in Bangladesh.

The OO contract package will have two parts. Part-A to train required number of (at least 3,000) youth and women to employment of 3,000 youth and women; in identified regions/districts and by the timeline specified below. Part-B to train required number of (at least 7,000) youth and women to employment of 7,000 youth and women. However, Part-B will come into effect on the following conditions:

- i) Project extension, and
- ii) Satisfactory performance of the service provider in the Part-A.

2. Background on LICT Project and Online Outsourcing (OO)

Bangladesh Computer Council (BCC), an entity of ICT Division under the Ministry of Posts, Telecommunications and Information Technology (MoPTIT) has undertaken a project titled "Leveraging Information and Communications Technologies (ICT) for Growth, Employment and Governance Project" to catalyze the growth of Bangladesh's IT/ITES industry for employment creation and export diversification. The LICT project has requested for additional financing to support the implementation of this activity. The meaning of Online Outsourcing (OO) is provided below for the clear understanding of the service providers interested for the assignment:

Online outsourcing (also referred to as "crowdsourced labor", "paid crowdsourcing", or "freelancing/elancing") is the contracting of third party workers and providers (often overseas) for IT, business process, and/or knowledge based services via Internet based marketplaces. These online task marketplaces generally enable clients to outsource their paid work to a global labor pool of remote workers; and/or enable performance, delivery and payment for such services online. Examples of such marketplaces include Upwork, Freelancer, Amazon Mechanical Turk, CrowdFlower, etc.

Online outsourcing is a new approach for contracting work, as compared to the traditional onshoring, nearshoring or offshoring approach. OO encompasses two major sub segments that have significant overlaps:

- A. Microwork, where projects and tasks are broken down into microtasks that can be completed in seconds or minutes. Microworkers require basic numeracy and literacy skills; examples of microtasks include image tagging, text transcription, and data entry. Workers are typically paid small amounts of money for each completed task, and barriers to entry are lower than those of online freelancing, making it particularly attractive to unemployed and underemployed individuals with no specialized skills.

Examples of microwork firms include Amazon Mechanical Turk, CrowdFlower, CloudFactory, Samasource etc.

- B. Online freelancing, where clients contract professional services to distributed third party workers. Online freelancing often requires a higher level of expertise than microwork, with workers possessing technical or professional skills. Online freelancing tasks tend to be larger projects that are performed over longer durations of time—hours, days, or months. Examples include graphic design, web development, and technical report writing. Many online freelancers have pursued some type of higher education and hold a university degree or a diploma. Financial remuneration tends to be higher for online freelancers than for microworkers. Examples of online platforms providing freelancing work are Upwork, Freelancer.com, Zhubajie, upwork etc.

The global OO industry is sizeable and growing rapidly. The current global market size is estimated at US\$2.1 billion (2014), and projected to grow between US\$15 and US\$25 billion by 2020.

There are varying types of tasks available for OO work, as shown in the Table below:

LOW COMPLEXITY	MEDIUM COMPLEXITY	HIGH COMPLEXITY
Sign-up websites		
Search + Click		
Bookmark Webpages		
Watch Videos		
Vote		
Download app + Install		
Post Tweets		
Post comments on Blogs/Websites/Forums		
Write a Review		
Data Entry & Administrative Support		
	Translation & Languages	
	Write an Article	
	Sales & Marketing	
	Design & Multimedia	
	Writing & Content	
	Product Sourcing and Manufacturing	
	Customer Service	
		Web & Software Development
		Network & Information Systems
		Engineering & Science
		Business, Accounting, HR & Legal

Figure 1 – Common Job Categories by Complexity

3. Scope of Services

This activity will develop and deliver a comprehensive OO technical training and employability training for working in global OO platforms for required number of (at least 10,000) trainees leading to independent OO employment for 10,000 youth (with at least 30 percent women) within 3 months of training completion. This activity is to be delivered based on proven experiences and expertise in OO (preferably local); including the necessary approaches, systems, applications, processes, and programs for training, job placements, and mentorships.

It may also partner international OO marketplaces or clients to ensure relevance of the training, and to meet the minimum requirement of earnings per worker. The minimum requirement to be considered for “employment” is total earnings of at least USD 60 for each online freelancer in high complexity category; and total earnings of at least USD 40 for each of the low and medium categories within 3 months of their completion of training. These total earning amounts (USD 60 and USD 40) are based on the total earnings from projects awarded to each trainee, since there are expected payment lags and delays. It is expected that approximately 70 percent of the jobs will be in online freelancing in high complexity category, and approximately 30 percent in low and medium categories.

This service provider is expected to provide its services to trainees from at least 7 divisions/locations in Bangladesh (urban and rural), and ensure at least 30 percent women’s participation. The trainees will consist of varying demographic groups; such as (i) unemployed university graduates, (ii) unemployed youth below university level of education, (iii) housewives or female homemakers, (iv) registered inactive freelancers; and (v) person with disability (PWD), (vi) current university students.

It is expected that this activity will prequalify and guide potential trainees into appropriate categories for training. The selection of trainees should be based on proven approaches, and may take into account their educational background, knowledge base, skill level & interest. For example it can segment lower education trainees (e.g. HSC¹) for microwork such as data entry; and higher education trainees (e.g. IT & non-IT graduates²/ university 4th/final year students) for online freelancing work such as web/app development or analytics. Trainees of LICT Project’s Top-Up IT Training, ITES Foundation Skills Training & FTFL Training will not be eligible for OO training. This prequalification process would preferably be automated, in order to ensure efficiency and capacity to cater to the large number of trainees.

This activity should also preferably have systems, networks and/or platforms for peer support and guidance, such as virtual solidarity groups for control, transparency and personal development. E.g. could be modeled similarly to the solidarity groups for microcredit program in Bangladesh, and such networks could be online or offline.

The Online Outsourcing training is a relatively new global concept. The assignment’s training model is unique in nature & need to refine through experience. Considering the above factors the OO activity is divided into two parts (A & B).

- Part-A: The service provider requires to train required number of (at least 3,000) youth and women to ensure global OO employment to the trained 3,000 youth (with at least 30 percent women) across various locations in Bangladesh. Duration will be 12 Months from the date of contract commencement.

¹ Higher Secondary Certificate (12 years of schooling)

² Graduates mean minimum 14 years of study with degree such as BA, BSc, and BCom etc.

- Part-B: The Service Provider requires to train required number of (at least 7,000) youth and women to ensure global OO employment to the trained 7,000 youth (with at least 30 percent women) across various locations in Bangladesh. Duration will be 12 Months from the date of contract commencement of Part-B. However, Part-B will come into effect on the following conditions:
 - i) Project extension, and
 - ii) Satisfactory performance of the service provider in the Part-A.

The Service provider will perform the following activities in the Part-A and in the Part-B.

For Part-A:

- I. **Provide Inception Report:** Provide an Inception Report that contains a description of pre inception start-up onsite & offsite activities, stakeholder engagement, 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. The Inception Report should provide clear description of how, where and when - the training, job placement and mentorship activities will be conducted for the required number of (at least 3,000) trainees for employment of 3,000 youth & women (with at least 30 percent women).
- II. **Identified locations in Bangladesh:** The identified regions/districts for Part-A are as follows:

Within these identified regions/districts - the selection would take into account factors deemed relevant for locational decisions; such as demographic breakdowns, economic structure, education levels, labor/wage cost, employment/unemployment levels, telecommunications and Internet connectivity, available physical infrastructure that may be leveraged for operations, etc.

At least three high population and "second-tier" cities outside of Dhaka and Chittagong should be given increased consideration due to key factors such as the probable availability of workers and lower wage rates. The facilities selected may leverage existing infrastructure to the extent possible, such as computer labs in universities, polytechnic institutes, public/private training institutes and Union Digital Centers or equivalent institutes.

This activity will also provide OO work facilities in a centralized location in each city that is openly accessible to the trainees for a period of at least 6 months for practicing under supervision of a mentor. The facilities should have sufficient work space for 20 to 40 trainees at each time, and provide sufficient infrastructure for OO work such as broadband/wifi Internet access. The sub-activity will also provide a brief report of the analysis and selection decision.
- III. **OO Sensitization Program:** The requirement for effective training is to reach out to the appropriate target groups and develop interest about the purpose and objective of the training. The service provider will reach out to potential participants for online outsourcing through public relation services & advertisement. The service provider will promote the program to the target groups via various media channels such as press

(appropriate newspapers & magazines), radio, websites, social media, SMS Blasts, university bulletin boards. Provide a completion report (minimum of 6 pages).

IV. Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum:

- **Skills & Roles Gaps:** Conduct quick scan/research and analysis of the gaps and weaknesses with regard to online outsourcing skills and roles availability in Bangladesh for the global OO industry. Based on the analysis, this sub-activity needs to identify specific skill areas where prioritized training will be helpful in tapping the global OO market. Approximately 5 to 7 top skill areas (including emerging & core skills areas) should be identified as a national focus and quick win for this activity.
- **Market demand analysis:** Perform a market demand analysis to understand the current OO demand & supply landscape. Define and identify market place areas where Bangladesh should target. Perform analysis on growth potential, competition & identify niches where the training should focus. This sub-activity will be performed along with Skills & Roles Gaps sub-activity.
- **Skill Dictionary and Development Framework:** Based on proven experiences in OO training, to provide a brief dictionary of skills required for the OO industry, and develop a skills development framework to be used for planning and aiding in development of the online outsourcing training program.
- **Course Curriculum:** Based on proven experience in OO training, to provide a streamlined OO training program's course curriculum, for both the technical and employability training. The course curriculum should preferably cater to short and longer term skills development needs. The service provider is to propose the courses covering low, medium and high categories defined above based on their in-country OO training experiences.
- Provide an extensive Online Outsourcing Training (OOT) Process, which will integrate Technical training & Employment training.

V. Provide an Online Platform for Trainee Management and eLearning: To provide a proven, online interactive learning platform for use in this activity for training. Such a platform/system should have features such as application for training, evaluation of applicants, trainee registration, scoring models of trainees; unified online profile and dashboard, features to identify and target high potential trainees, payments, etc. Preferably it should also have gamification and solidarity group functions to encourage trainee participation and facilitate peer support. The online platform is fundamental for ensuring the success of this OO activity; given the online nature of this industry, informal workers and employment, and geographic spread of the trainees. The platform should also have the following functions (at a minimum):

- **Certification:** Integrates directly with at least 3 of the biggest OO platforms (e.g. Upwork, Freelancer.com, Fiverr), to create a universally accepted measure of freelancers' trustworthiness that allows for each worker's job success ratio to become platform independent.
- **Job Portal:** Supply trainees with OO projects and jobs, by seamlessly bridging the gap between OO training and OO work. Such tools should integrate directly into

the company's learning portal and allows student to practice on real projects taken from OO platforms.

- **Payment System:** Provides trainees with a payment and money transfer solution accepted by the vast majority of OO platforms. Such system should act as efficient and cost effective solution for client to worker payment transfers, and providing workers with a universal solution to access funds.
- **Learning Reporting, Metrics and KPIs:** Reporting systems that allows for the capture, collection, storage, access and export of the entire set of learning KPIs. Such system should provide the option for anonymized bulk data export and student specific profile export which should include, but not limited to: topics learned, hours spent studying per topic, hours spent practicing per topic, class engagement, class attendance.
- **Earning Reporting, Metrics and KPIs:** Reporting systems that allows for the capture, collection, storage, access and export of the entire set of earning KPIs. Such systems should integrate directly with major OO platforms and provide the option for anonymized bulk data export, and student specific profile export that includes, but not limited to; jobs applied, jobs won, jobs lost, job successfully delivered, jobs failed, earning in USD, total number of jobs, jobs history, client satisfaction rate, client feedback.
- **Course builder:** Learning content management system that allows mentors to customize the training experience, based on the different OO key skills to be though in the training. Such system should allow for the creation of chronologically arranged interactive and multimedia learning modules, which combined create a chronologically organized OO learning path.
- **Licensing and trustscore:** Licensing function that allows third parties to use and receive support for all features in the platform after the formal completion of the training. There should also be a trustscore function that provide comprehensive online solution for trainee testing and performance evaluation that replicates real life client to worker interaction by simulating the bidding, project management and delivery process.

- VI. **Develop a digital scoring system:** Develop an authentic, secure and valid tool that allows Bangladesh's OO workers to show their experience and accomplishments across different OO marketplaces; and build international trust in Bangladesh's workers. This system should be developed in collaboration with leading international OO marketplace organizations, and/or academic and training institutions, governments, international standards bodies and industry/trade associations. In addition, the system should be based on proven (if any) or real-life experiences in similar digital score programs. The testing process should be representative of real-life, professional online outsourcing functions. The scoring system should be refreshed triennially and should be bounded by code of professional ethics & conduct; and extendable to other emerging IT skills as needed.
- VII. **Implement training, job placements and mentorship programs:** This sub-activity will assess, recruit, train and mentor required number of (at least 3,000) trainees to ensure OO employment of 3,000 youth & women within 3 months from training completion. At least 30 percent of the trainees will have to be women. It will also implement the technical & employability training, and provide mentorship services to the trainees.

A. Online Freelancers Training

- **Technical and problem solving training:** The technical training for online freelancers will provide the necessary skills for OO work; including business English communication skills if needed. The estimated training duration will be at least 180 hours (at least 50% offline & online) for online freelancing. The Service Provider is to propose and finalize the appropriate training content based on their proven OO experiences and the relevant market demand factors. The skills to be covered for example could include, Web Design & Development, Mobiles Apps development, Accounting BPO, Graphic Design Services, Digital Marketing and Analytics. These will be finalized after skill gap analysis.
- **Employability Training:** This activity will provide extensive hands-on guidance and ongoing advisory support for new OO workers; because OO class room training is unlikely to be sufficient for new workers to leverage OO for long-term jobs and income. This estimated training duration is at least 50 hours. Trainers will provide on-the-job guidance to help workers bid, win and deliver their first few jobs, build a good online reputation, maintain their competitiveness, and move up the value chain of tasks for increased earnings and career development. It will also provide the necessary knowledge for International Business laws & OO market places.

B. Microworkers Training

Technical and problem solving training: The technical training for microworkers will provide the necessary skills for microworks. The estimated training duration will be at least 40 hours (at least 50% offline & online) for microworkers. The service provider is to propose and finalize the appropriate training content based on their proven OO experiences and the relevant market demand factors. The skills to be covered for could include, data entry, administrative support, Content review, Blogs/websites/forums comments posting. It could also include business English communication skills. These will be finalized after skill gap analysis.

- **Employability Training:** This activity will provide extensive hands-on guidance and ongoing advisory support for new microworkers; the estimated training duration is at least 30 hours. Trainers will provide on-the-job guidance to help workers bid, win and deliver their first few jobs, build a good online reputation, maintain their competitiveness, and move up the value chain of tasks for increased earnings and career development. It will also provide the necessary basic knowledge for international business culture, practice and ethics; and build up their knowledge and understanding of OO market places.

This sub-activity should also preferably provide the trainees with the following abilities:

- Use analytical, logical, and critical thinking to analyze user requirements and to design, develop, and deploy effective Information Technology solutions.
- Evaluate the principles of design and analyze the process for building web sites
- Design, develop, and deploy enterprise applications on the desktop and on the Web.

- Apply critical thinking and decision-making skills by collecting data through various research tools in order to develop alternatives and solve problems objectively.
- Develop a marketing plan to support an entrepreneurial initiative that leverages its overall business strategy.

VIII. **OO Mentorship**

During the technical training programs: This sub-activity will provide extensive hands-on guidance and ongoing advisory support for new OO workers during their technical training programs, because technical training are unlikely to be sufficient for new workers to leverage OO for long-term jobs and income. Trainers and mentors can provide on-the-job guidance to help workers win and deliver their first few jobs, build a good online reputation, maintain their competitiveness, and move up the value chain of tasks for increased earnings and career development. Such mentorship programs should be comprehensive because, although international experience suggests that light or limited training has been highly effective in building awareness and registration in OO marketplaces, this has not been effective in building active participation by OO workers, as only a limited proportion are successful in acquiring, delivering, and receiving remuneration for OO jobs. The size of the mentorship groups should be selected to ensure quality of the mentorship using international best practices.

Ongoing mentorship after technical training: This sub-activity will also provide on-demand OO career advice and guidance from a centralized location in each city and remotely; after the completion of technical training. The mentors will guide the trainees to earn a sustainable and consistent income from OO, and provide advice to move the trainees to higher value-added tasks. The mentorship period shall be available for at least a period of 6 months after completion of technical training.

For the development of mentors - the activity may transform expert OO workers as mentors to groups formed from the required number of (at least 3,000) trainees, and there should also be sufficient number of female mentors for female trainees.

IX. **Monitoring and evaluation (M&E):** This activity will conduct comprehensive M&E of the entire project, in order to ensure sustainability and provide a basis for possible future expansion. Hence this M&E will extract practical experiences and lessons for developing the OO industry in Bangladesh – particularly in terms of the country's global comparative advantage, niche strengths in specific types of tasks, validate local youth and women's interest such work and identify the most suitable demographic groups for each type of work. This sub-activity will:

- Identify, analyze and select 2 to 3 tasks types/segments (for each area of online freelancing and microwork) where Bangladesh is globally competitive; and evaluate their competitiveness based on actual work performed under this activity. The task types/segments could be identified using Figure 1 as a guide. It may also include specialized professional tasks such as graphics design or coding; or mass microtasks such as data entry, digitalization, or image tagging.
- Taking into account the OO workers' wage rate situation in each locality the tasks should be selected in consideration of socio-economic factors such as niche

market potential, capabilities of the local talent pool, labor market wage rates, interest of targeted demographic groups in each segment of work, etc.

- Conduct quarterly surveys with the 1,000 trainees/alumni; on issues such as income, job satisfaction, career development and personal progress. This is to provide a long term perspective of the conducted training, employment activities, and sustainability of this training program.
- Provide a report (minimum of 12 pages) of the findings. It should explain the reason for selecting the task type(s) in general for Bangladesh, and for selecting tasks type(s) for each demographic group. It should propose the most suitable demographic group for OO in general, and for each task segment in particular. The selected service provider will publish monthly news letter incorporating news on the OO market and the performed activities under this assignment.

For Part B:

- I. **Provide Inception Report:** Analyze & refine the Inception report of Part A and submit an Inception Report that contains a description of pre inception start-up onsite & offsite activities, stakeholder engagement, 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 for the Part B.. The Part B Inception Report should provide clear description of how, where and when - the training, job placement and mentorship activities will be conducted for the required number of (at least 7,000) trainees for employment of 7,000 youth & women (with at least 30 percent women).
- II. **Identify and select appropriate locations in Bangladesh:** Analyze the findings from Part A and refine the identification & selection of appropriate locations in Bangladesh. At least five high population and "second-tier" cities outside of Dhaka and Chittagong should be given increased consideration due to key factors such as the probable availability of workers and lower wage rates. The facilities selected may leverage existing infrastructure to the extent possible, such as computer labs in universities, polytechnic institutes, public/private training institutes and Union Digital Centers or equivalent institutes.

This activity will also provide OO work facilities in a centralized location in each city that is openly accessible to the trainees for a period of at least 6 months for practicing under supervision of a mentor. The facilities should have sufficient work space for 20 to 40 trainees at each time, and provide sufficient infrastructure for OO work such as broadband/wifi Internet access. Provide a brief report of the analysis and selection decision.
- III. **OO Sensitization Program:** The service provider will work with database of potential candidates Part-A of OO Sensitization Program. The service provider will use this database and reach out to potential participants for online outsourcing via calls, texts, e-mails and other modes of contact. The service provider will also reach out to potential participants for online outsourcing through public relation services & advertisement. The service provider will promote the program to the target groups via various media channels such as press (appropriate newspapers & magazines), radio, websites, social

media, SMS Blasts, university bulletin boards. Provide a completion report (minimum of 6 pages).

IV. Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum:

- **Skills & Roles Gaps:** Analyze the findings of Part-A. Conduct quick refine and analysis of the gaps and weaknesses with regard to online outsourcing skills and roles availability in Bangladesh for the global OO industry. Based on the analysis, this sub-activity needs to identify specific skill areas where prioritized training will be helpful in tapping the global OO market. Approximately 5 to 7 top skill areas (including emerging & core skills areas) should be identified as a national focus and quick win for this activity.
- **Market demand analysis:** Revisit the market demand to validate the OO demand & supply landscape identified in Part-A. Redefine and identify market place areas where Bangladesh should target. Perform analysis on growth potential, competition & identify niches where the training should focus & align with Part-A market demand analysis. This sub-activity will be performed along with Skills & Roles Gaps sub-activity.
- **Skill Dictionary and Development Framework:** Analyze & update dictionary of skills required for the OO industry, and use skills development framework for planning and aiding in development of the online outsourcing training program.
- **Course Curriculum:** Analyze & refine OO training program's course curriculum, for both the technical and employability training.
- **Analyze & refine Online Outsourcing Training (OOT) Process,** which will integrate Technical training & Employment training.

V. Provide an Online Platform for Trainee Management and eLearning: Upgrade Online Platform for Trainee Management and eLearning for Part-B based on the lesson learned from Part-A. Keep the existing features such as application for training, evaluation of applicants, trainee registration, scoring models of trainees; unified online profile and dashboard; tracking of learning progress and management; tracking of student financials and earnings, and features to identify and target high potential trainees. It should also keep gamification and solidarity group functions to encourage trainee participation and facilitate peer support.

VI. Develop a digital scoring system: Analyze & upgrade tool for digital scoring system on the basis of lesson learned from Part-A. This system should be refined in consultation with leading international online outsourcing marketplace organizations, academic & training institutions, governments, international standards bodies and industry/trade associations.

VII. Implement training, job placements and mentorship programs: This sub-activity will assess, recruit, train and mentor required number of (at least 7,000) trainees to ensure OO employment of 3,000 youth & women within 3 months from training completion. At least 30 percent of the trainees will have to be women. It will also implement the technical & employability training, and provide mentorship services to the trainees.

A. Online Freelancers Training

- **Technical and problem solving training:** The technical training for online freelancers will provide the necessary skills for OO work; including business English communication skills if needed. The estimated training duration will be at least 180 hours (at least 50% offline & online) for online freelancing. The service provider is to propose and finalize the appropriate training content based on their proven OO experiences and the relevant market demand factors. The skills to be covered for example could include, Web Design & Development, Mobiles Apps development, Accounting BPO, Graphic Design Services, Digital Marketing and Analytics. These will be finalized after skill gap analysis.
- **Employability Training:** This activity will provide extensive hands-on guidance and ongoing advisory support for new OO workers; because OO class room training is unlikely to be sufficient for new workers to leverage OO for long-term jobs and income. This estimated training duration is at least 50 hours. Trainers will provide on-the-job guidance to help workers bid, win and deliver their first few jobs, build a good online reputation, maintain their competitiveness, and move up the value chain of tasks for increased earnings and career development. It will also provide the necessary knowledge for International Business laws & OO market places.

B. Microworkers Training

Technical and problem solving training: The technical training for microworkers will provide the necessary skills for microworks. The estimated training duration will be at least 40 hours (at least 50% offline & online) for microworkers. The service provider is to propose and finalize the appropriate training content based on their proven OO experiences and the relevant market demand factors. The skills to be covered for could include, data entry, administrative support, Content review, Blogs/websites/forums comments posting. It could also include business English communication skills. These will be finalized after skill gap analysis.

- **Employability Training:** This activity will provide extensive hands-on guidance and ongoing advisory support for new microworkers; the estimated training duration is at least 30 hours. Trainers will provide on-the-job guidance to help workers bid, win and deliver their first few jobs, build a good online reputation, maintain their competitiveness, and move up the value chain of tasks for increased earnings and career development. It will also provide the necessary basic knowledge for international business culture, practice and ethics; and build up their knowledge and understanding of OO market places.

This sub-activity should also preferably provide the trainees with the following abilities:

- Use analytical, logical, and critical thinking to analyze user requirements and to design, develop, and deploy effective Information Technology solutions.
- Evaluate the principles of design and analyze the process for building web sites
- Design, develop, and deploy enterprise applications on the desktop and on the Web.

- Apply critical thinking and decision-making skills by collecting data through various research tools in order to develop alternatives and solve problems objectively.

Develop a marketing plan to support an entrepreneurial initiative that leverages its overall business strategy.

OO Mentorship: *During the technical training programs:* This sub-activity will provide extensive hands-on guidance and ongoing advisory support for new OO workers during their technical training programs, because technical training are unlikely to be sufficient for new workers to leverage OO for long-term jobs and income. Trainers and mentors can provide on-the-job guidance to help workers win and deliver their first few jobs, build a good online reputation, maintain their competitiveness, and move up the value chain of tasks for increased earnings and career development. Such mentorship programs should be comprehensive because, although international experience suggests that light or limited training has been highly effective in building awareness and registration in OO marketplaces, this has not been effective in building active participation by OO workers, as only a limited proportion are successful in acquiring, delivering, and receiving remuneration for OO jobs. The size of the mentorship groups should be selected to ensure quality of the mentorship using international best practices.

Ongoing mentorship after technical training: This sub-activity will also provide on-demand OO career advice and guidance from a centralized location in each city and remotely; after the completion of technical training. The mentors will guide the trainees to earn a sustainable and consistent income from OO, and provide advice to move the trainees to higher value-added tasks. The mentorship period shall be available for at least a period of 6 months after completion of technical training. For the development of mentors - the activity may transform expert OO workers as mentors to groups formed from the required number of (at least 7,000) trainees, and there should also be sufficient number of female mentors for female trainees.

VIII. **Monitoring and evaluation (M&E):** This activity will conduct comprehensive M&E of the entire project, in order to ensure sustainability and provide a basis for possible future expansion. Hence this M&E will extract practical experiences and lessons for developing the OO industry in Bangladesh – particularly in terms of the country's global comparative advantage, niche strengths in specific types of tasks, validate local youth and women's interest such work and identify the most suitable demographic groups for each type of work. This sub-activity will:

- Identify, analyze and select 2 to 3 tasks types/segments (for each area of online freelancing and microwork) where Bangladesh is globally competitive; and evaluate their competitiveness based on actual work performed under this activity. The task types/segments could be identified using Figure 1 as a guide. It may also include specialized professional tasks such as graphics design or coding; or mass microtasks such as data entry, digitalization, or image tagging.
- Taking into account the OO workers' wage rate situation in each locality the tasks should be selected in consideration of socio-economic factors such as niche market potential, capabilities of the local talent pool, labor market wage rates, interest of targeted demographic groups in each segment of work, etc.

- Conduct quarterly surveys with the 3,000 trainees/alumni; on issues such as income, job satisfaction, career development and personal progress. This is to provide a long term perspective of the conducted training, employment activities, and sustainability of this training program.

Provide a report (minimum of 12 pages) of the findings. It should explain the reason for selecting the task type(s) in general for Bangladesh, and for selecting tasks type(s) for each demographic group. It should propose the most suitable demographic group for OO in general, and for each task segment in particular. The selected service provider will publish monthly newsletter incorporating news on the OO market and the performed activities under this assignment

4. Reporting and Time Schedules

For Part-A

S/No.	Deliverable	Timing (Months from the date of commencement of Contract)
i.	Inception Report	1
ii.	Report on Identification and selection of appropriate locations in Bangladesh	2
iii.	Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum	3
iv.	Provide an Online Platform for Trainee Management and eLearning & digital scoring system	3
v.	Implementation of training, mentorship programs & job placement of 1,000 youth & women	9
vi.	Implementation of training, mentorship programs & job placement of 2,000 youth & women	11
vii.	Completion Report of OO Sensitization Program	12
viii.	M&E Report	12

For Part-B

S/No.	Deliverable	Timing (Months from date of issuance of commencement letter for Part-B)
i.	Inception Report	1
ii.	Report on Identification and selection of appropriate locations in Bangladesh	1
iii.	Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum	1
iv.	Provide an Online Platform for Trainee Management and eLearning & digital scoring system	1
v.	Implementation of training, mentorship programs & job placement of 3,000 youth & women	7
vi.	Implementation of training, mentorship programs & job	11

S/No.	Deliverable	Timing (Months from date of issuance of commencement letter for Part-B)
	placement of remaining 4,000 youth & women	
vii.	Completion Report of OO Sensitization Program	12
viii.	M&E Report	12

5. Team Composition (For both Part-A and Part-B)

5.1 Key Professional Staff and Qualification:

- Team leader: Minimum of 10 years' experience in a leadership role; and in designing and leading training programs (preferably in OO) in at least 1 country.
- Expert in OO skills gap analysis; and developing skills dictionaries, framework, and curriculum design. Minimum of 5 years of experience in similar areas.
- Expert in OO training and job placement programs: Minimum 5 years' experience in this area; preferably with experience in Bangladesh.

CVs of the proposed professional staff are required to be provided.

5.2 Non-key staff:

In addition to key professional staff, the following non-key staff may be required to deliver the service for Part-A and Part-B in accordance to the Scope of Services. Indicative non-key staff is a guideline for the service provider. However the service providers are free to make their own estimate to propose non-key staffs with minimum 2 years of experience in similar position.

- Project Manager
- Project Coordinator
- M&E Specialist

CVs of the proposed non-key professional staff are required to be provided.

6. Services and Facilities Provided by the Employer

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

7. Payment Schedule

The payment schedule will be as follows:

For Part-A:

- Advance for Mobilization: Ten (10) percent of the Contract Price of Part-A will be paid on the commencement date against the submission of a bank guarantee for the same amount in a format specified by the project.

- Ten (10) percent of the contracted amount of Part-A will be paid upon submission and acceptance of Inception Report & Report Identify and select appropriate locations in Bangladesh by the client after 2 month from the commencement date.
- Ten (10) percent of the contracted amount of Part-A will be paid upon submission and acceptance of Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum and Online Platform for Trainee Management and eLearning & digital scoring system by the client within 3 months from the commencement date.
- Twenty (20) percent of the contracted amount of Part-A will be paid upon implementation of training, mentorship programs & job placement of 1,000 youth & women and acceptance of it by the client within 9 months from the commencement date.
- Forty (40) percent of the contracted amount of Part-A will be paid upon implementation of training, mentorship programs & job placement of 2,000 youth & women and acceptance of it by the client within 11 months from the commencement date.
- Ten (10) percent of the contracted amount of Part-A will be paid upon submission of Completion Report of online outsourcing (OO) Sensitization Program and M&E Report and acceptance of it by the client within 12 months from the commencement date.

The bank guarantee for the advance payment shall be released with submission of job placement report of 1000 youth & women. If advance payment not taken by the service provider, the amount will be paid with the submission of M&E report.

For Part-B:

- Advance for Mobilization: Ten (10) percent of the Contract Price of Part-B will be paid on the commencement date against the submission of a bank guarantee for the same amount in a format specified by the project.
- Five (05) percent of the contracted amount of Part-B will be paid upon submission and acceptance of Inception Report & Report Identify and select appropriate locations in Bangladesh by the client after 1 month from the commencement date of Part-B.
- Five (05) percent of the contracted amount of Part-B will be paid upon submission and acceptance of Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum and Online Platform for Trainee Management and eLearning & digital scoring system by the client within 1 month from the commencement date of Part-B.
- Thirty (30) percent of the contracted amount of Part-B will be paid upon implementation of training, mentorship programs & job placement of 3,000 youth & women and acceptance of it by the client within 7 months from the commencement date of Part-B.
- Forty (40) percent of the contracted amount of Part-B will be paid upon implementation of training, mentorship programs & job placement of 4,000 youth & women and acceptance of it by the client within 11 months from the commencement date of Part-B.
- Ten (10) percent of the contracted amount of Part-B will be paid upon submission of Completion Report of online outsourcing (OO) Sensitization Program and M&E Report

and acceptance of it by the client within 12 months from the commencement date of Part-B.

The bank guarantee for the advance payment shall be released with submission of job placement report of 3,000 youth & women. If advance payment not taken by the service provider, the amount will be paid with the submission of M&E report.

8. Duration of Work:

Duration of the assignment will be 24 Months. The Online outsourcing contract package will have two parts; Duration of Part-A will be 12 months from the commencement date of contract and Part-B will be 12 months from date of issuance of commencement letter for Part-B. However, Part-B will come into effect on the following conditions:

- i) Project extension, and
- ii) Satisfactory performance of the service provider in the Part-A.

Un Official Copy

Part III – Conditions of Contract and Contract Forms

Un Official Copy

Section VIII - General Conditions of Contract

Table of Clauses

A. General Provisions	108
1.1 Definitions.....	108
1.2 Applicable Law	109
1.3 Language.....	109
1.4 Notices	109
1.5 Location	110
1.6 Authorized Representatives	110
1.7 Inspection and Audit by the Bank.....	110
1.8 Taxes and Duties.....	110
2. Commencement, Completion, Modification, and Termination of Contract	110
2.1 Effectiveness of Contract.....	110
2.3 Intended Completion Date	111
2.4 Modification.....	111
2.4.1 Value Engineering.....	111
2.5 Force Majeure	112
2.6 Termination.....	113
3. Obligations of the Service Provider.....	114
3.1 General.....	114
3.2 Conflict of Interests.....	114
3.3 Confidentiality	115
3.4 Insurance to be Taken Out by the Service Provider	115
3.5 Service Provider’s Actions Requiring Employer’s Prior Approval.....	115
3.6 Reporting Obligations.....	116
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer.....	116
3.8 Liquidated Damages	116
3.9 Performance Security.....	117

3.10 Fraud and Corruption117

3.11 Sustainable Procurement.....117

4. Service Provider’s Personnel117

4.1 Description of Personnel.....117

4.2 Removal and/or Replacement of Personnel.....117

5. Obligations of the Employer118

5.1 Assistance and Exemptions.....118

5.2 Change in the Applicable Law.....118

5.3 Services and Facilities.....118

6. Payments to the Service Provider.....118

6.1 Lump-Sum Remuneration.....118

6.2 Contract Price.....118

6.3 Payment for Additional Services, and Performance Incentive
Compensation118

6.4 Terms and Conditions of Payment.....118

6.5 Interest on Delayed Payments.....119

6.6 Price Adjustment.....119

6.7 Dayworks120

7. Quality Control120

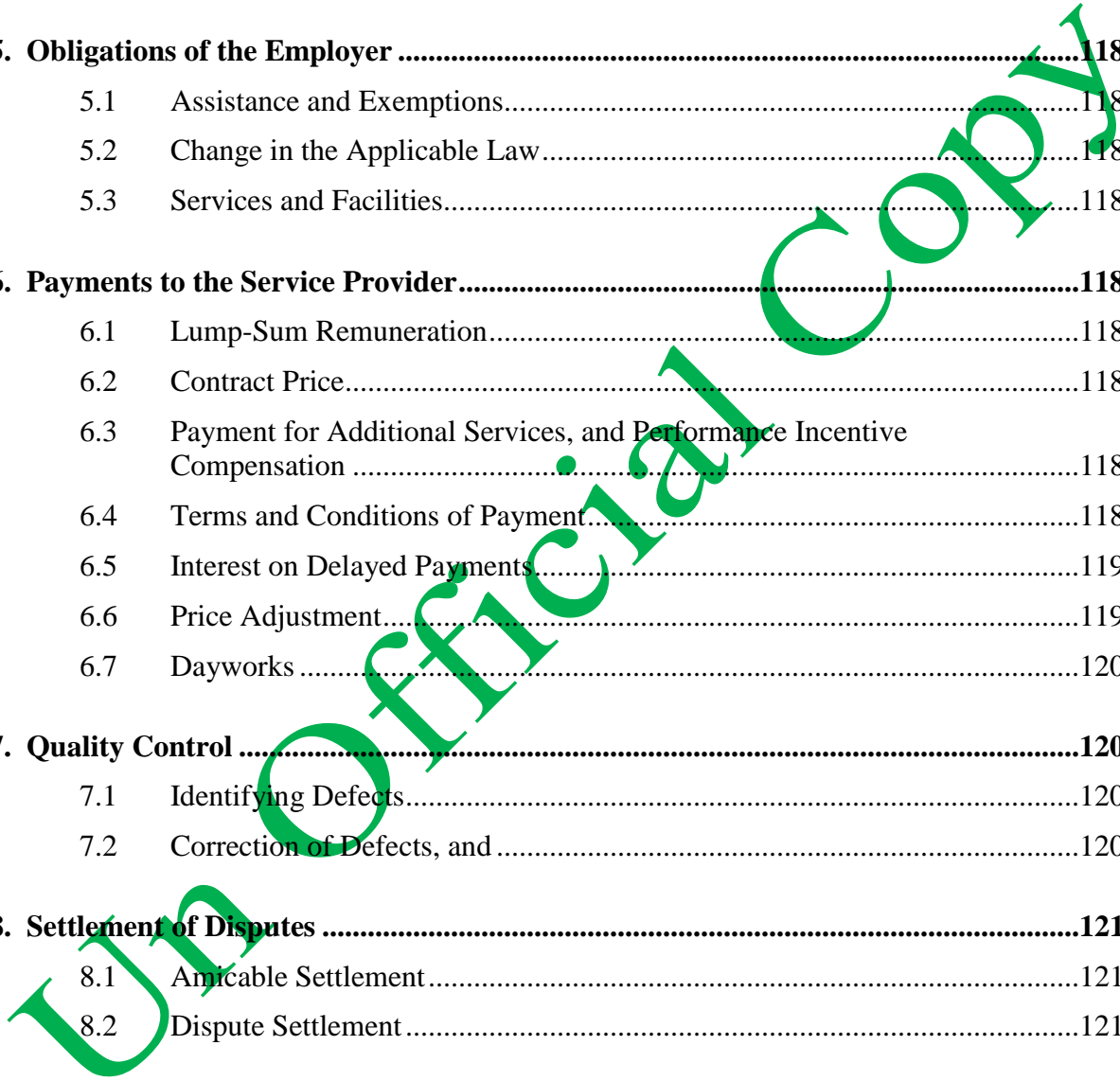
7.1 Identifying Defects.....120

7.2 Correction of Defects, and120

8. Settlement of Disputes121

8.1 Amicable Settlement.....121

8.2 Dispute Settlement.....121



Section VIII - 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 Service Provider 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.;
- (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 Bank

Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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.

2.4.1 Value Engineering The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

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 Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix A to the GCC, in competing for or in executing the Contract

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 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

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

Otherwise Interested in Project

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.

3.10 Fraud and Corruption The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Appendix to the GCC.

The Employer requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

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 Payments will be made to the Service Provider according to the

Conditions of Payment

payment schedule **stated in the SCC**. **Unless otherwise stated in the 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 Zn 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 Daywork 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 Dayworks 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 Dayworks subject to obtaining signed Dayworks 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 Settlement

8.2.1 If any dispute arises between the Employer and the Service 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.

APPENDIX A

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing), bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" 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" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" 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" 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:

- (a) 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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁷ (ii) to be a nominated⁸ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁹ all accounts,

⁷ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁸ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Un Official Copy

Section IX - 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 Online Outsourcing Training and Employment Services for IT and IT-Enabled Services Industry.
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), ICT Tower (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>Telex: _____</p> <p>Facsimile: _____</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>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	<p>The date on which this Contract shall come into effect is Immediately after the contract is signed.</p> <p>The effectiveness conditions for Part-B of the Contract are the following:</p> <ul style="list-style-type: none"> (i) project extension; and (ii) satisfactory performance of the service provider in the Part A.
2.2.2	<p>The Starting Date for the commencement of Services is within 10 (ten) days after the contract is signed.</p>
2.3	<p>The Intended Completion Date is 24 (twenty four) months (for both the parts i.e. Part-A plus Part-B) from the commencement date.</p>
2.4.1	<p>If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be 50% of the reduction in the Contract Price.</p>
3.2.3	<p>Activities prohibited after termination of this Contract are: Nil.</p>
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 insurance 110% 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)	<p>The other actions are Nil.</p>
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 (applicable on the basis of total Contract Price and applicable to each payment milestone/ sub-milestone as mentioned in SCC/GCC Clause-6.4 of Section-IX).</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The maximum amount of liquidated damages for the whole contract is <i>10 (ten)</i> percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty (ies) is 10%.
3.11	<p>The following sustainable procurement contractual provisions apply:</p> <p>(i) The service provider shall use efficient technologies to reduce the amount of energy spent;</p> <p>(ii) The service provider shall work to remove redundant data, minimize and consolidate the number of redundant databases and eliminate outdated and unused systems and servers.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>The project will provide institutional support if available such as data and information to the service provider. The selected service provider is expected to provide all other resources required to execute the assignment (such as computers, transportation, accommodation, and other facilities required for implementation of the assignment).</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: Not Applicable.
6.4	<p>Payments shall be made according to the following schedule:</p> <p>For Part-A:</p> <ul style="list-style-type: none"> • Advance for Mobilization: Ten (10) percent of the Contract Price of Part-A will be paid on the commencement date against the submission of a bank guarantee for the same amount in a format specified by the project. • Ten (10) percent of the contracted amount of Part-A will be paid upon submission and acceptance of Inception Report & Report Identify and select appropriate locations in Bangladesh by the client after 2 month from the commencement date. • Ten (10) percent of the contracted amount of Part-A will be paid upon submission and acceptance of Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum and Online Platform for Trainee Management and eLearning & digital scoring system by the client within 3 months from the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>commencement date.</p> <ul style="list-style-type: none"> • Twenty (20) percent of the contracted amount of Part-A will be paid upon implementation of training, mentorship programs & job placement of 1,000 youth & women and acceptance of it by the client within 9 months from the commencement date. • Forty (40) percent of the contracted amount of Part-A will be paid upon implementation of training, mentorship programs & job placement of 2,000 youth & women and acceptance of it by the client within 11 months from the commencement date. • Ten (10) percent of the contracted amount of Part-A will be paid upon submission of Completion Report of online outsourcing (OO) Sensitization Program and M&E Report and acceptance of it by the client within 12 months from the commencement date. <p>The bank guarantee for the advance payment shall be released with submission of job placement report of 1000 youth & women. If advance payment not taken by the service provider, the amount will be paid with the submission of M&E report.</p> <p>For Part-B:</p> <ul style="list-style-type: none"> • Advance for Mobilization: Ten (10) percent of the Contract Price of Part-B will be paid on the commencement date against the submission of a bank guarantee for the same amount in a format specified by the project. • Five (05) percent of the contracted amount of Part-B will be paid upon submission and acceptance of Inception Report & Report Identify and select appropriate locations in Bangladesh by the client after 1 month from the commencement date of Part-B. • Five (05) percent of the contracted amount of Part-B will be paid upon submission and acceptance of Report on Skills Needs and Gaps, Market Demand, Dictionary, Framework, Course Curriculum and Online Platform for Trainee Management and eLearning & digital scoring system by the client within 1 month from the commencement date of Part-B. • Thirty (30) percent of the contracted amount of Part-B will be paid upon implementation of training, mentorship programs & job placement of 3,000 youth & women and acceptance of it by the client within 7 months from the commencement date of Part-B. • Forty (40) percent of the contracted amount of Part-B will be paid upon implementation of training, mentorship programs & job placement of 4,000 youth & women and acceptance of it by the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>client within 11 months from the commencement date of Part-B.</p> <ul style="list-style-type: none"> Ten (10) percent of the contracted amount of Part-B will be paid upon submission of Completion Report of online outsourcing (OO) Sensitization Program and M&E Report and acceptance of it by the client within 12 months from the commencement date of Part-B. <p>The bank guarantee for the advance payment shall be released with submission of job placement report of 3,000 youth & women. If advance payment not taken by the service provider, the amount will be paid with the submission of M&E report.</p>
6.5	<p>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 case of the final payment.</p> <p>The interest rate is</p> <p>On foreign currency: London Inter Bank Offered Rate (LIBOR)+ 1%</p> <p>On local currency: Dhaka Inter Bank Offered Rate (DIBOR).</p>
6.6.1	<p>Price adjustment is <i>Not Applicable</i> in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p>A_L is _____</p> <p>B_L is _____</p> <p>C_L is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p>A_F is _____</p> <p>B_F is _____</p> <p>C_F is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p>
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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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 10 (ten) Business days.</p>
8.2.3	<p>The Adjudicator is to be confirmed before contract signing. Who will be paid a rate of <i>BDT 3,000.00</i> per hour of work. The following reimbursable expenses are recognized: _____</p>
8.2.4	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>(a) Contract with foreign Service Provider (including a Joint Venture when at least one partner is foreign):</p> <p>GCC 8.2.4 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) Contract with national Service Provider:</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 Employer’s country.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is</p> <p>a) Contract with foreign Service Provider (including a Joint Venture when at least one partner is foreign): International Chamber of Commerce.</p> <p>(b) Contract with national Service Provider: President of the Institution of Engineers.</p>

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

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. Rates for Equipment Usage or Rental or 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. *Rates for Equipment Usage or Rental or 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

Appendix G - Performance Incentive Compensation Appendix (Not Used)

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts 1-[].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

- (1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of \$[] U.S. over the term of the Contract.
- (2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.
- (3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.

(4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of \$[] U.S. per Contract Year maximum will not be increased.

(5) For the purpose of calculating the equivalency of \$[] U.S. and \$[] U.S. pursuant to Sections 2.1(1) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

Un Official Copy

**ATTACHMENT # 1 – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

[SAMPLE: This part is to be designed on a case by case approach]

PART A. THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH CONTRACT YEAR

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

PART B. THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores for the Performance Criteria

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
 - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;

- (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or
- (c) is in between the technical standards for two Criterion Values, then the Criterion Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

- (a) if the Service Provider’s actual performance in a Contract Year is less than the technical standard for a “Fair” Criterion Value, then the Criterion Value shall be zero;
- (b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and
- (c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. Electricity use [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2.	[Criterion 2] []	0.25	20	19	17	16	15
3.	[Criterion 3] []	0.15	30	25	20	15	10
4.	[Criterion 4] []	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the “**Composite Score**”, if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix

Chart 1
Performance Incentive Obligations
Year [1]

Services			Criterion Values					
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
	[Development of Plans and Programs ¹]	Quality and Timeliness	[0.45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

Section X - Contract Forms

Table of Forms

Performance Security.....	138
Advance Payment Security.....	142

Un Official Copy

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *_ [insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Un Official Copy

² *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Option 2: Performance Bond (Not Applicable)

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Service Provider”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Employer*] as Obligee (hereinafter called “the Service Provider”) in the amount of [*insert amount in words and figures*], 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 written Agreement with the Employer dated the _____ day of _____, 20 ____, for [*name of contract and brief description of Non-Consulting Services*] 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 thereunder, 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 Employer to the Service Provider under the Contract, less the amount properly paid by Employer to the Service Provider; or
- (3) pay the Employer the amount required by 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 the issuing of the Taking-Over Certificate.

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 his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20__.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Un Official Copy

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Un Official Copy