

**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**  
**She Power Project: Sustainable Development for Women**  
**through ICT**  
**Department of Information and Communication Technology**  
**ICT Tower, Level 8, Agargaon, Dhaka-1207**



**Request for Proposal**  
**For Procurement of Training Services**  
**Training for**  
**Women Call Center Agent, Chittagong & Sylhet (P-3/L-2)**

**Invitation for Proposals No 56.04.0000.004.14.048.17-133**  
**Issued on: December 03, 2017.**

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# Letter of Invitation

Invitation for Proposals No: 56.04.0000.004.14.048.17-133, **Issued on:** December 03, 2017.

Dear Mr./Ms.:

1. The Government of the People's Republic of Bangladesh has allocated public funds for the cost implementing of training services for Training for Women Call Center Agent, Chittagong & Sylhet (P-3/L-2) under She Power: Sustainable Development for Women through ICT Project Department of ICT and intends to apply the funds to eligible payments under the contract for which the Request for Proposal (RFP) is issued.

2. She Power: Sustainable Development for Women through ICT Project Department of ICT now invites proposals to provide the training services: More details on the services are provided in the Terms of Reference in Section 6.

3. This Letter of Invitation and the RFP has been issued to the following short-listed Bidders:

| Sl. No. | Vendor's Name                                                                                                                                    |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 01      | JV of Bhuiyan IT Ltd and Hello World Communications Ltd<br>11 <sup>th</sup> floor, 669/E BGMEA Bhaban, Jhautala Road, South Khulshi, Chittagong. |
| 02      | JV of Sigma Systems Ltd, Strawberry Technologies Ltd and Soft Park, 90 Motijheel, Dhaka-1000                                                     |
| 03      | NEWGEN-ITLINK DotBD DotCom<br>House-155, Road-4, Niketon, Gulshan-1, Dhaka-1212                                                                  |
| 04      | JV of SDS(Shariatpur Development Society),<br>Sadar road, Shariatpur-8000                                                                        |

4. It is not permissible to transfer this invitation to any other firm.  
A firm will be selected under *Quality and Cost Based Selection QCBS* and procedures for selection are described in the RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
- Section 1 : Instructions to Consulting firm/bidder (ITC)
  - Section 2 : Proposal Data Sheet (PDS)
  - Section 3 : General Conditions of Contract (GCC),
  - Section 4 : Particular Conditions of Contract (PCC),
  - Section 5 : Proposal & Contract Forms
  - Section 6: Terms of Reference (TOR)
6. A Pre-Proposal meeting will be held on: Not Applicable.
7. Please inform us in writing, preferably by electronic mail, at the following e-mail address upon receipt: that you have received the Letter of Invitation and the RFP.

**Enclosed: A set of the RFP document.**

Yours Sincerely

Project Director  
She Power Project: Sustainable  
Development for Women through  
ICT, Department of ICT  
e-mail: pd@shepower.gov.bd

## Section 1. Instructions to Bidders

### A. General

- |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Scope of Proposal</b> | <p>1.1 The Client, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.</p> <p>1.2 Only those short-listed Bidders indicated in the Letter of Invitation are eligible to submit a Proposal for the training services required for the assignment.</p> <p>1.3 The successful Bidder shall be required to complete the Services as specified in the General Conditions of the Contract and in accordance with the phasing indicated in the PDS.</p>                                                                                                                                                                                                                                    |
| <b>2. Interpretation</b>    | <p>2.1 Throughout this RFP:</p> <ul style="list-style-type: none"><li>(a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; in written form with proof of receipt;</li><li>(b) if the context so requires, singular means plural and vice versa; and</li><li>(c) “day” means calendar day unless otherwise specified as working days;</li><li>(d) “<b>Request for Proposal Document</b>” means the Document provided by the Client to a short-listed Bidders a basis for preparation of proposal; and</li><li>(e) “<b>Proposal</b>” depending on the context, means a proposal submitted by a Bidder for delivery of Services to a Client in response to an invitation for Request for Proposal.</li></ul>                                                                                |
| <b>3. Source of Funds</b>   | <p>3.1 The Client has been allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.</p> <p>3.2 For the purpose of this provision, “<b>public funds</b>” means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or loan, grants and credits aid grants and credits put at the disposal of procuring entities by the development partners through the Government.</p> <p>3.3 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.</p> |

**4. Corrupt,  
Fraudulent,  
Collusive  
Coercive  
Practices**

**or**

- 4.1 The Government requires that Clients, as well as Bidders, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
- 4.2 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Client against any Bidder alleged to have been carried out such practices, the Client shall
- (a) exclude the Bidder from participation in the procurement proceedings concerned or reject a proposal for award; and
  - (b) declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- if it, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
- 4.3 The Government requires that client as well as Bidder shall, during procurement proceedings and delivery of Services under Public funds, ensure –
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b) abiding by code of ethics as mentioned in Rule 127 of the Public Procurement Rules, 2008 and
  - (c) that neither it's any officer nor any staff nor any other agents or intermediaries working on its behalf engage in any such practice as detailed in ITC Sub Clause 4.3 (b).
- 4.4 Should any corrupt or fraudulent practice of any kind referred to in ITC Clause 4.5 come to the knowledge of the Client, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions as stated in ITC Clause 4.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Client related to matters of alleged fraud or corruption shall be in writing
- 4.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
  - (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client;

- (c) “*collusive practice*” means a scheme or arrangement among two and more Bidders with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

4.6 The Bidder shall be aware of the provisions on fraud and corruption stated in GCC Clause 4 and GCC Sub-Clause 16.3.

## 5. Eligible Bidders

- 5.1 Only short-listed Bidders are eligible to submit proposals.
- 5.2 The Bidder has the legal capacity to enter into the contract.
- 5.3 The Bidder shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 4.5.
- 5.4 The Bidder is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.
- 5.5 The Bidder has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

## 6. Eligible Bidders

### Sub-

- 6.1 The requirements for eligibility as stated under ITC Clause 5 will extend to each Sub-Bidder, as applicable. In such a case where any Sub-Bidder is not eligible as stated under ITC clause 5, the Sub-Bidder must be a complementary service provider with the lead bidder.

## 7. Eligible Services

- 7.1 All materials, equipment and supplies used by the Bidder and services to be provided under the Contract shall have their origin in countries other than those specified in the PDS.

## 8. Conflict Interest

### of

- 8.1 Bidders and all parties constituting the Bidder shall not have a Conflict of Interest (COI), pursuant to Rule 55 of the Public Procurement Rule 2008.

- 8.2 COI means a situation in which a Bidder provides biased professional advice to a Client in order to obtain from that Client an undue benefit for himself/herself or affiliate(s)/associates(s).

### 8.3 General

The Bidder (including any of his affiliates/associates/JV partners), in deference to the requirements that the Bidder provides professional and objective advice and at all times hold the Client’s interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in Sub Clauses 8.4 to 8.6 below.

#### **8.4 Conflicting Activities**

A firm that has been engaged by the Client to supply goods, provide Services, Works or Services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently supplying goods, providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

#### **8.5 Conflicting Assignments**

A Bidder (including its Personnel and Sub-Bidders) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Client. For example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Bidder assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

#### **8.6 Conflicting Relationships**

(a) *A Bidder (including its Personnel and Sub Bidders) that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.*

(b) Client's officials, who have an interest, directly or indirectly, with a firm or individual that is participating or has participated in a Procurement proceedings of that Client, shall declare its relationship with that firm or individual and consequently not participate in any proceedings concerned with that specific Procurement at any stage including from when the specifications are written and qualification criteria are established up to the Supply of Goods or execution of the Works are completed and, until all contractual obligations have been fulfilled.

#### **9. Unfair Advantage**

9.1 If a short-listed Bidder could derive a competitive advantage from having provided consulting services related to this proposed assignment, the Client shall make available to all short-listed Bidders together with this RFP Document all information that would in that respect give such Bidder any competitive advantage over the competing Bidders.

#### **10. Site Visit**

10.1 The Bidder, at the Bidder's own cost, responsibility and risk, is encouraged to visit and examine the Site and obtain all information

that may be necessary for preparing the Proposal and entering into a contract for supply of Services.

## **B. Request for Proposal**

- |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11. RFP Document</b>         | <p>11.1 The Sections comprising the Request for Proposal are listed below.</p> <ul style="list-style-type: none"><li>• Section 1 : Instructions to Bidders (ITC)</li><li>• Section 2 : Proposal Data Sheet (PDS)</li><li>• Section 3 : General Conditions of Contract (GCC),</li><li>• Section 4 : Particular Conditions of Contract (PCC),</li><li>• Section 5 : Proposal and Contract Forms<ul style="list-style-type: none"><li>A. Technical Proposal: Standard Forms</li><li>B. Financial Proposal: Standard Forms</li><li>C. Form of Contract</li><li>D. Appendices</li></ul></li><li>• Section 6: Terms of Reference (TOR)</li></ul> <p>11.2 The Client is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Client.</p> <p>11.3 The Bidder is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.</p> |
| <b>12. RFP Clarification</b>    | <p>12.1 A Bidder requiring any clarification of the RFP Document shall contact the Client in writing at the Client's address indicated in the PDS before <b>two-third</b> of the time allowed for preparation and submission of Proposal elapses.</p> <p>12.2 The Client is not obliged to answer any clarification request received after that date as stated under ITC 12.1</p> <p>12.3 The Client shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITC Sub Clause 12.1.</p> <p>12.4 The Client shall forward copy of its response to all those short-listed Bidders, including a description of the enquiry but without identifying its source pursuant to Rule 117(22) of the Public Procurement Rules, 2008.</p>                                                                                                                                                                                                                               |
| <b>13. Pre-proposal Meeting</b> | <p>13.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the PDS, invite short-listed Bidders to a Pre-Proposal Meeting at the place, date and time as specified in the PDS.</p> <p>13.2 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

responses prepared after the meeting, will be transmitted without delay to all the short-listed Bidders not later than seven (7) days of the date of the meeting. Any revision to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 14 and not through the minutes of the pre-Proposal meeting

- 14. RFP Amendment**
- 14.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a short-listed Bidder, may revise the RFP Document by issuing an Addendum. The Addendum shall become an integral part of the RFP Document.
- 14.2 To give a prospective Bidder reasonable time in which to take any amendment into account in preparing its Proposal, the Client may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC 30.

## C. Proposal Preparation

- 15. Proposal: Only one & Preparation Costs**
- 15.1 A short listed Bidder, including its affiliate(s), pursuant to Rule 96 (2) of the Public Procurement Rules 2008 may submit only one (1) Proposal. If a Bidder submits or participates in more than one (1) Proposal, all such proposal shall be rejected.
- 15.2 A firm, proposed as a Sub-Bidder in any Proposal pursuant to Rule 53(2) of the Public Procurement Rules, 2008, may participate in more than one Proposal, but only in the capacity of a Sub-Bidder.
- 15.3 A short-listed Bidder submitting a Proposal individually pursuant to Rule 53(5) of the Public Procurement Rules, 2008, or as JVCA partner, shall not be accepted as Sub-Bidder to any other short-listed Bidder in the same procurement process.
- 15.4 The Bidder shall bear all costs associated with the preparation and submission of its Proposal.
- 16. Proposal: Language**
- 16.1 The Proposal shall be written in the **English** language. Correspondences and documents relating to the Proposal may be written in English or **Bangla**. Supporting documents and printed literature furnished by the Bidder that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or **Bangla** language, in which case, for the purposes of interpretation of the Proposal, such translation shall govern.

**17. Proposal:  
Documents**

17.1 The Proposal prepared by the Bidder shall comprise the following:

- (a) Technical Proposal;
- (b) Financial Proposal;
- (c) documentary evidence establishing the Bidder's eligibility; and
- (d) any other document required as stated in the PDS.

**18. Proposal:  
Preparation**

18.1 In preparing its Proposal, the Bidder shall examine in detail the documents comprising the RFP Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Proposal.

18.2 The Bidder shall prepare the Technical Proposal in accordance with ITC Clauses 19 and 20 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.

18.3 The Bidder shall submit the Financial Proposal in accordance with ITC Clause 21 and 22 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.

18.4 All the forms mentioned in ITC Sub Clauses 20.1 and 21.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected.

**19. Technical  
Proposal  
Preparation**

19.1 While preparing the Technical Proposal, a Bidder must give particular attention to the instructions provided in ITC Sub Clause 19.2 through 19.14 inclusive.

19.2 If a Bidder considers that it does not have all the expertise required for the assignment, it may obtain that expertise with other Bidders or entities in a joint venture or Sub-Consultancy as appropriate.

19.3 The Bidder wishing to obtain expertise from other Bidders or entities may participate in the procurement proceedings by forming a Joint Venture, pursuant to Rule 54 of the Public Procurement Rules, 2008.

19.4 Joint Venture agreement, indicating at least the parts of the Services to be delivered by the respective partners, shall be executed case-by-case on a non-judicial stamp of value or equivalent as stated in the PDS, duly signed by all legally authorised representatives of the Bidders who are parties to such agreement.

19.5 Joint Venture, as stated under ITC Sub Clause 19.3, with other non-short-listed Bidders at the time of submission of a Proposal is not admissible without prior permission of the Client.

19.6 Joint Venture, as stated under ITC Sub Clause 19.3, among the short-listed Bidders at the time of submission of a Proposal is not permitted, and the Client shall disqualify such Proposal.

19.7 The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Client.

19.8 The Bidder appointing another short-listed Bidder as a Sub-Bidder, as stated under ITC Sub Clause 19.2, at the time of submission of

Proposal will not require prior permission of the Client but in such cases, the Proposal shall be submitted in the title of the short-listed Bidder.

- 19.9 In the event of Sub-Consultancy, as stated under ITC Sub Clause 19.8, the Proposal should include a covering letter signed by an authorized representative of the short-listed Bidder with full authority to make legally binding contractual and financial commitments on behalf of the Bidder, **plus** a copy of the agreement(s) with the Sub-Bidder(s).
- 19.10 Sub-Consultancy (s) shall in no event relieve the short-listed Bidder from any of its obligations, duties, responsibility or liability under the Contract.
- 19.11 For QCBS or Least Cost Selection based assignments, only the estimated total of Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The Proposal shall be based on the number of Professional staff-months estimated by the Bidder.
- 19.12 For Fixed Budget Selection assignments, only the available budget amount, excluding all local taxes and other charges to be imposed under the Applicable Law if the Contract is awarded, is given in the PDS but not the Professional staff-months, and the Financial Proposal shall not exceed this budget.
- 19.13 Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Bangladesh. It is desirable that the majority of the Key professional staff proposed be permanent employees of the Bidder or has an extended and stable working relationship with it.
- 19.14 Alternative Key professional staffs shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. Conversely, one Key professional staff is not allowed to offer his/her inputs in more than one Proposal for this particular assignment and, in this particular procurement process.

## 20. Technical Proposal: Format and Content

- 20.1 The Technical Proposal shall provide the following information using the Standard Forms (**Section 5A**):
  - (a) Form **5A1**: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Bidder:
  - (b) Form **5A2**: giving a brief description of the Bidder's organization and an outline of **experience** of the Bidder and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Bidders/Professional staff/experts who participated, duration of the assignment, contract amount, and the Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Client as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other training firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by

the Professional staff/experts themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.

- (c) Form **5A3**: indicating comments and suggestions that the Bidder may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Client etc.
- (d) Form **5A4**: indicating the approach, methodology and work plan for performing the assignment
- (e) Form **5A5**: being the work plan and should be consistent with the Work Schedule & shall be in the form of a bar chart showing the timing proposed for each activity.
- (f) Form **5A6**: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (g) Form **5A7**: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
- (h) Form **5A8**: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (i) Plus, a detailed description of the proposed methodology, staffing, and staffing for training, if the PDS specifies training as a major component of the assignment.
- (j) Any additional information that might be requested in the PDS.

20.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be rejected.

## **21. Financial Proposal Format and Content**

- 21.1 The Financial Proposal shall be prepared using the Standard Forms. It shall list all costs associated with the assignment, including **(a)** remuneration for staff, and **(b)** reimbursable expenses indicated in the PDS. If appropriate, these costs should be broken down by activity.
- 21.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items.
- 21.3 The Financial Proposal shall provide the following information using the Standard Forms (**Section 5B**):
  - (a) Form **5B1**: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Bidder. Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the form.
  - (b) Form **5B2**: being the Summary of Costs against staff remuneration and reimbursable expenses;

- (c) Form **5B3**: being the breakdown of costs against staff remuneration;
- (d) Form **5B4**: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;-

21.4 If appropriate, all these costs should be broken down by activity.

## **22. Taxes**

22.1 The Bidder is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the Bidder to be familiar with the relevant laws in Bangladesh, and to determine the taxes, duties, fees, levies and other charges and associated amounts to be paid under the Applicable Law, if the Contract is awarded. Pursuant to Section 60 (3) of the Public Procurement Act, any such amounts on account of local taxes shall not be considered in the Financial Evaluation of the Proposal as they will be discussed at contract negotiation and applicable amounts will be included in the Contract Price.

## **23. Client Inputs**

23.1 The Client shall:

- (a) provide at no cost to the Bidder the inputs and facilities specified in the PDS;
- (b) make available to the Bidder, relevant project data and reports at the time of issuing the RFP Document; and
- (c) assist the Bidder in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Bidder to prepare the proposal.

## **24. Alternative Proposals**

24.1 Unless otherwise stated in the PDS, alternative proposals shall not be considered.

## **25. Proposal Currency**

25.1 All prices shall be quoted in Bangladesh Taka unless otherwise stated in the PDS.

25.2 Prices quoted by the Bidder shall be fixed throughout the contract period unless otherwise specified in the PDS.

## **26. Proposal Validity**

26.1 Proposal validities shall be determined on the basis of the complexity of the Proposal and the time needed for its examination, approval and signing of Contract, pursuant to Rules 19, 20 and 117(10) of the Public Procurement Rules 2008.

26.2 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Client.

26.3 Bidders shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period including extension, if any. The Client will make its best effort to complete negotiations within this period.

## **27. Extension of Proposal validity**

27.1 In justified exceptional circumstances, prior to the expiration of the proposed validity period, the Client pursuant to Rule 21 of the Public Procurement Rules 2008 may solicit, not later than ten (10) days before the expiry date of the Proposal validity, compulsorily all the Bidders' consent to an extension of the period of validity of their Proposals.

27.2 The Bidders consenting in writing to the request as stated under ITT Sub clause 27.1 shall not be required or permitted to modify its Proposal under any circumstances.

27.3 If the Bidders are not consenting in writing to the request made by the Client, its Proposal shall not be considered in the subsequent evaluation.

**28. Proposal Format and Signing**

28.1 The Bidder shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 20.1 and one (1) original of the Financial Proposal as described in and clearly mark them "ORIGINAL".

28.2 The Bidder shall prepare the number of copies as specified in the PDS of the Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

28.3 The original and all copies of the Technical and the original of the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Bidder to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

28.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

**D. Proposal Submission**

**29. Proposal: Sealing and Marking**

29.1 The Bidder shall enclose the original Technical Proposal in sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL".

29.2 The Bidder shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

29.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Client at the address specified in the PDS;
- (c) bear the name of the Proposal as specified in the PDS; and
- (d) bear a statement "**DO NOT OPEN BEFORE .....**" The date for opening as specified in the PDS.

29.4 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.

29.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

- |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>30. Proposal: Submission Deadline</b> | <p>30.1 Proposals shall be delivered to the Client at the address specified under ITC Sub-Clause 29.3 (b) no later than the date and Time indicated in the PDS.</p> <p>30.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the Bidder with a receipt showing the date and time when its Proposal was received.</p> <p>30.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 14, in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| <b>31. Proposal Submitted Late</b>       | <p>31.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 30 shall be declared LATE and returned unopened to the Bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## **E. Proposal Opening and Evaluation**

- |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>32. Technical Proposal Opening</b>                                               | <p>32.1 Proposals shall be opened pursuant to Section 58 of the Public Procurement Act, 2006 and Rule 7, 118(2), (3) and (4) of the Public Procurement Rules, 2008.</p> <p>32.2 The Client shall open all the Technical Proposals received shortly after the deadline for submission and at the place specified in the PDS. There shall be no public opening of the Technical Proposals.</p> <p>32.3 The Financial Proposals shall be kept closed in the safe custody of the Head of the Procuring Entity until such time as the evaluation of Technical proposal has been completed, pursuant to Rule 118 (3) of the Public Procurement Rules.</p> |
| <b>33. Restriction on Disclosure of information relating to Procurement Process</b> | <p>33.1 Following the opening of the Technical Proposals by the Client's PEC, and until the Contract is signed, no Bidder shall make any unsolicited communication to the Client or PEC, pursuant to Rule 31 of the Public Procurement Rules, 2008.</p> <p>33.2 From the time the Proposals are opened to the time the Contract is awarded, any effort by any Bidder to influence the Client or PEC in the Client's Proposal evaluation, Proposal comparison or Contract award decisions may result in rejection of the Bidder's Proposal.</p>                                                                                                      |
| <b>34. Clarification of Proposal</b>                                                | <p>34.1 The Client's Proposal Evaluation Committee (PEC) may ask the Bidders for clarification of their Proposals, in order to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the Bidders shall be in writing, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any of the key staff or elements of the Proposal will neither be sought nor be permitted. Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.</p>                                                                    |

34.2 If a Bidder does not provide clarifications of its Proposal by the date and time set in the PEC's written request for clarification, its Proposal shall not be considered in the evaluation.

34.3 All clarification requests shall remind the Bidders of the need for confidentiality and that any breach of confidentiality on the part of the Bidder may result in their Proposal being disqualified and rejected as stated in ITC Sub clause 33.1

34.4 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary, and approved by the Competent Authority following Rule 119 (11) of the Public Procurement Rules, 2008.

**35. Examination of Conflict of Interest Situation**

35.1 During the evaluation of the Technical Proposals, the Client shall ascertain that no new COI situations have arisen since the Bidder was short-listed. If the Client identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.

35.2 If a Bidder or its affiliate is found to be in a COI situation during the technical evaluation, the Client shall review the case and either disqualify the Bidder or ask the Bidder to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Bidder shall be rejected.

35.3 If a Bidder has been found to mislead the Client by neglecting to provide information or by denying the existence of a COI situation, the Bidder's proposal shall be rejected.

**36. Proposal: Technical Evaluation**

36.1 All Technical Proposals shall be evaluated in accordance with the Request for Proposal (RFP) and the Terms of Reference (TOR) pursuant to the provisions laid down in Section 59 of the Public Procurement Act, 2006 and Rule 119 of the Public Procurement Rules, 2008

36.2 The PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals on the basis of their responsiveness to the RFP and TOR, applying the evaluation criteria, sub criteria, and points system, pursuant to Rule 117 (24) (c) and Rule 117 (27) of the Public Procurement Rules, 2008, as specified in the PDS.

36.3 The points for each Technical Proposal shall then be calculated as average of the points given by all the members including the Chairperson of the PEC for the respective Proposal.

36.4 Technical Proposals thus given a Technical Points (Tp), as stated under ITC Sub Clause 36.2, not securing the precise minimum as specified in the PDS, shall be considered non-responsive.

**37. Financial Proposal Opening**

37.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed and approved by the Client pursuant to Section 59 of the Public Procurement Act 2006, and Rule 120 of the Public Procurement Rules 2008, the Client shall notify in writing, those Bidders that have secured the precise minimum Technical points (Tp), indicating the date,

time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such notification.

37.2 The Client shall simultaneously notify those Bidders whose Technical Proposals did not meet the precise minimum Technical Points (Tp) or were considered non-responsive to the RFP and TOR indicating that their Financial Proposals will be returned unopened after completing the selection process.

37.3 Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Bidders, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening and these shall be furnished, upon request, to Bidders who's Financial Proposals were opened.

**38. Proposal:  
Financial  
Evaluation**

38.1 The Proposal Evaluation Committee (PEC) will review the detailed content of each Financial Proposal. During the review, the committee and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Bidder who has submitted a Financial Proposal.

38.2 If pricing of activities was required, activities and items described in the Technical Proposal but not priced shall be deemed to be included in the prices of other activities or items of the Proposal, as stated under ITC Sub Clause 21.2.

38.3 **Arithmetical errors** in the Financial Proposal if detected, shall be corrected on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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.

38.4 If the Bidder does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

38.5 Pursuant to Section- 60(3) of the Public Procurement Act, 2006, the Applicable Taxes and VAT shall not be taken into account in determining the Proposal Price during the Financial Evaluation of the Proposals related to procurement of this Intellectual and Professional Services.

38.6 In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum Financial Points (Fp) of **100**. The Financial Points (Fp) of the other Financial Proposals will be computed accordingly, as stated under ITC Sub Clause 38.7.

38.7 The points for other Financial Proposals, as stated under ITC Sub Clause

38.7, shall be computed using the formulae:  $F_p = \frac{100 \times F_m}{F}$ ; **Fp** being

the Financial Point of the Proposal under evaluation, **Fm** being the lowest Financial Proposal Price and, **F** being the price of Proposal under computation during evaluation; in either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal and applying the provisions as stated under ITC Sub Clause 38.3, 38.5 and 38.8.

38.8 In the case, an activity or line item is quantified in the Financial Proposal differently from that in the Technical Proposal; PEC shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the Proposal Price in this respect.

*[For the purpose of ITC Sub Clause 38.8, if a Technical Proposal indicates the presence of the Team Leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount]*

38.9 Pursuant to Rule 120(3) of the Public Procurement Rules, 2008, the Bidder shall be kept informed of such errors discovered during arithmetic corrections stated under ITC Sub Clause 38.3.

### **39. Proposal: Combined Evaluation**

39.1 In QCBS the Proposals will be ranked according to their combined scores (Cs) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) pursuant to Rule 117 (24) (b) and 121 of the Public Procurement Rules 2008 as indicated in the PDS:

Cs = Ts (Technical score) + Fs (Financial score). [Ts being Tp x T% and Fs being Fp x F%] The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 40 to 44.

39.2 In the case of Fixed-Budget Selection (**FBS**), the Client will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC Clauses 40 to 44.

39.3 In the case of FBS, the Client will select the Bidder that submitted the highest ranked Technical Proposal with an evaluated price that is within

the budget amount excluding all taxes, duties, fees, levies and other charges to be imposed under the Applicable Law.

39.4 In the case of FBS, adjustments made by the PEC to correct omissions or inconsistencies detected during the evaluation of the Financial Proposal if raises the Proposal Price above the available budget indicated in the RFP, the Proposal shall be considered non-responsive.

39.5 In the case of the Least-Cost Selection, the Client will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC Clauses 40 to 44.

**40. Proposal:  
Negotiation**

40.1 Negotiations will be held at the address indicated in the PDS. The invited Bidder will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.

**41. Proposal  
Negotiation:  
Technical**

41.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, training inputs (if training is a major component) and any suggestions made by the Bidder to improve the Terms of Reference. The Client and the Bidder will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder.

41.2 The PEC may, in particular, require the invited Bidder to substitute a key staff, if it was found during evaluation that he/she is not fit enough for the proposed assignment.

**42. Proposal  
Negotiation:  
Financial**

42.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services for QCBS, FBS or LCS. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts' inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.

42.2 Unless the Bidder and the proposed Contract is tax-exempt, tax liabilities as stated under ITC Sub Clause 22.1, on the Bidder, proposed Contract or on the Contract items shall be a subject of clarification between the PEC and the Bidder during negotiation and, requisite provisions shall be made for them in the Contract Price.

42.3 If applicable, it is the responsibility of the Bidder, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Bidder under the Contract.

- 43. Availability of Professional staff/experts** 43.1 Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
- 44. Proposal Negotiations: Conclusion** 44.1 The PEC with participation of the Client and the successful Bidder shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.
- 44.2 If negotiation fails, the PEC, pursuant to Section-60(2) of the Public Procurement Act, 2006, will negotiate with the next highest evaluated Bidder, and similarly with other evaluated Bidders until a Contract is signed, but it shall not negotiate simultaneously with more than one Bidder.
- 45. Rejection of all Proposals** 45.1 The Client, on justifiable grounds, may annul the Procurement proceedings, at any time prior to the deadline for submission of the Proposals following specified procedures, pursuant to Rule 35 of the Public Procurement Rules, 2008 and shall return all proposals received unopened.
- 45.2 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Client, pursuant to Rule 123 of the Public Procurement Rules, 2008, reject them under the following grounds -
- (a) The Proposals containing major deficiencies in responding to the RFP.
  - (b) The Proposal Prices are substantially higher than the estimated budget and could not be bridged during negotiations.
  - (c) Evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
- 45.3 The Client may further annul the Procurement proceedings any time prior to signing of the Contract following specified procedures, pursuant to Rule 33 of the Public Procurement Rules, 2008, in accordance with Section 19 of the Public Procurement Act, 2006.
- 46. Informing reasons rejection for** 46.1 Notice of the rejection, pursuant to Rule 35 of the Public Procurement Rules, 2008, will be given promptly within seven (7) days of decision taken by the Client to all Bidders, and the Client will, upon receipt of a written request, communicate to any Bidder the reason(s) for its rejection but is not required to justify those reason(s).

## **F. Contract Award**

- 47. Contract Award**      47.1 The Client shall, within seven (7) working days of receipt of approval of the Contract in accordance with Section 61 of the Public Procurement Act, 2006 and Rule 124 of the Public Procurement Rules, 2008, and provided that no complaint or appeal has been lodged or is still under consideration following Rules 57, 59 and 60 of the Public Procurement Rules, 2008, prior to the Proposal validity period, invite the successful Bidder to sign the Contract; so that the Contract comes into force before expiration of the Proposal validity, pursuant to Rule 122 (2) of the Public Procurement Rules, 2008.
- 48. Publication of award of Contract**      48.1 Particulars relating to award of Contract of Taka five (5) million and above, in prescribed format, shall be notified by the Client to the Central Procurement Technical Unit within seven (7) days of signing of the Contract for publication in their website, and that notice shall be kept posted for not less than a month pursuant to Rule 126(3) of the Public Procurement Rules, 2008.
- 49. Advising Unsuccessful Bidders**      49.1 The Client shall, following signing of the Contract with the successful Bidder, promptly notify the other Bidders whose Proposals were technically responsive that they have been unsuccessful, pursuant to Section 63 of the Public Procurement Act, 2006 and Rule 126(1) of the Public Procurement Rules, 2008. The Client shall also return their unopened Financial Proposals.
- 50. Debriefing**      50.1 Debriefing of Bidders by the Client shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her, pursuant to Rule 37 of the Public Procurement Rules, 2008, without disclosing information about any other Bidder.
- 51. Commencement of Services**      51.1 The Bidder is expected to commence the assignment on the date and at the location specified in the PDS.
- 52. Bidders Right to Complain**      52.1 Any short-listed Bidder has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Client to fulfil its obligations in accordance with Section 29 of the Public Procurement Act, 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.
- 52.2 Circumstances in which a formal complaint may be lodged in sequence by the short-listed Bidder against the Client pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.
- 52.3 The short-listed Bidder shall submit his or her complaint in writing within seven (7) days of becoming aware of the circumstances giving rise to the complaint.
- 52.4 In the first instance, the short-listed Bidder shall submit his or her complaint to the Client who issued the RFP Document.
- 52.5 A short-listed Bidder may appeal to a Review Panel only when that Bidder has exhausted all his or her options of complaints to the administrative authority as stated under ITC Sub Clause 52.2.

## Section 2. Proposal Data Sheet

*[Comments in italic provide guidance for the preparation of the Proposal Data Sheet; these should not appear on the final RFP to be delivered to the short listed Bidders]*

| ITC Clause     | Amendments of, and Supplements to, Clauses in the Instruction to Bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.1</b>     | The Client is-<br>Project Director, She Power Project: Sustainable Development for Women through ICT, Department of Information & Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.                                                                                                                                                                                                                                                                                                                                     |
| <b>1.3</b>     | The assignment is phased. The Details Phasing is described in TOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>3.1</b>     | The source of Public Fund is <i>GOB</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>3.3</b>     | The development partner is <i>None</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>7.1</b>     | Materials, equipment and supplies used by the Bidder are not permitted if they have originated in <b>Israel</b> .                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>15.1</b>    | For <b>clarification of proposals</b> , the Client 's address is:<br><br>Project Director's Office , She Power Project: Sustainable Development for Women through ICT, Department of Information & Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.<br><br>Attention: Project Director,<br><br>She Power Project: Sustainable Development for Women through ICT<br>Address: <i>Department of ICT, ICT Tower (Level 8), Agargaon, Dhaka-1207.</i><br>Telephone: 55006876<br>Electronic mail address: pd@shepower.gov.bd |
| <b>16.1</b>    | The Proposal shall be written in the English language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>17.1(d)</b> | Other documents required to be submitted with the Proposal are:<br><br><i>As per TOR</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>19.11</b>   | The estimated number of professional staff-months required for the assignment is: As Per clause 37.2 (iii)                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>19.12</b>   | In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: <i>N/A</i>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>19.13</b>   | The minimum required qualification and experience of professional staff are as follows:<br><br><i>As Per clause 37.2 (iii)</i>                                                                                                                                                                                                                                                                                                                                                                                                             |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>20.1(i)</b> | Training is a specific component of this assignment. <b>Provided in details in the Terms of Reference (Section 6).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
| <b>20.1(j)</b> | <p>Additional information on the Technical Proposal includes:</p> <ul style="list-style-type: none"> <li>• The bidder and its co-bidders (if any) must be registered in Bangladesh. No foreign company is allowed to bid.</li> <li>• The bidder and co-bidders (if any) must have at least three years of business age on the date of bid submission. They have to submit trade license or certificate of incorporation in favour of that.</li> <li>• Detailed CVs of 2 training coordinators and 10 Trainers must be submitted.</li> <li>• The bidder must have to arrange, manage and bear all costs of tour for at least 5 personnel from "She Power Project: Sustainable Development for Women through ICT team so that they can acquire knowledge, experience and exposure on She Power Project: Sustainable Development for Women through ICT, in any of the following countries as preferred by the project office:<br/>European countries/ Canada /Japan/Australia/New Zealand/USA/Singapore</li> </ul> |                      |
| <b>21.3(d)</b> | <p>List the applicable Reimbursable expense: N/A.</p> <p>The Reimbursable expenses (Items) will be according to Section 6. Terms of Reference.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |
| <b>23.1</b>    | The Client will provide the following inputs and facilities: As per TOR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |
| <b>26.1</b>    | Proposals must remain valid for 120 days after the submission date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |
| <b>28.2</b>    | The Service Provider must submit one original for both the Technical Proposal and the Financial Proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |
| <b>29.3(b)</b> | The Proposal submission address is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |
| <b>30.1</b>    | <p>Project Director , She Power Project: Sustainable Development for Women through ICT, Department of Information &amp; Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.</p> <p>Proposals must be submitted no later than <b>12.00 PM on 31/12/2017</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |
| <b>37.2</b>    | Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |
|                | <b><u>Criteria, sub-criteria</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b><u>Points</u></b> |
|                | (i) <b>Specific experience of the Bidder</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>10</b>            |
|                | (a) Minimum 3 years of company age                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2                    |
|                | (b) Minimum 2 years of training experience in the areas of Freelancer to Entrepreneur                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8                    |
|                | Total points for criterion (i) (a+b):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10                   |
|                | (ii) <b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>20</b>            |
|                | (a) Training Methodology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4                    |
|                | (b) Work plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3                    |

|  |                                         |    |
|--|-----------------------------------------|----|
|  | (c) Organization and Staffing           | 3  |
|  | Total points for criterion (ii)(a+b+c): | 20 |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|  | <b>(iii) Professional staff qualifications and competence for the assignment<br/>(Number of person x Point=Total Point)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>50</b>  |
|  | <b>(a) Team Leader: 1 Person</b><br>Must have Masters degree with minimum 5 years of general experience and minimum 2 years of proven project management experience in training industry                                                                                                                                                                                                                                                                                                                                                                                                          | 1x2=2      |
|  | <b>(b) Training Coordinator: 6 Persons</b><br>Having at least Bachelor Degree with at least 03 (three) years of proven Experience in training Industry.                                                                                                                                                                                                                                                                                                                                                                                                                                           | 6x1=6      |
|  | <b>(c) Trainer: 24 Persons</b><br><b>Trainer qualification for women call center agent will be:</b> <ul style="list-style-type: none"> <li>• Must have proven working knowledge &amp; expertise in call center training process.</li> <li>• The trainers for the training programs will be the experienced and expert in call center service/ quality assurance/ call etiquette/ knowledge management/ real time management.</li> <li>• Must have minimum Bachelor degree in any sector.</li> <li>• Must have advanced level of understanding MS Word, MS Excel, MS Powerpoint, Email.</li> </ul> | 24x1.5=36  |
|  | <b>(d) Lab Support Technician/Engineer: 12 Persons</b><br>Must be a graduate with working knowledge in lab management, network, hardware, and software installation and troubleshooting. The person must have minimum two years of relevant experience.                                                                                                                                                                                                                                                                                                                                           | 12x0.5=6   |
|  | <b>Total points for criterion (iii) (a+b+c+d):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>50</b>  |
|  | The number of points to be assigned to each of the above position or discipline shall be determined considering the following sub criteria and relevant percentage weights:                                                                                                                                                                                                                                                                                                                                                                                                                       |            |
|  | General, Technical and Professional Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 30%        |
|  | Adequacy for the assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 50%        |
|  | Overall Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 10%        |
|  | Experience in region and language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 10%        |
|  | Total Weight:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 100%       |
|  | <b>(iv) Suitability of the transfer of knowledge</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>20</b>  |
|  | (a) Infrastructure and Suitability for Conducting this assignment [30%]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 6          |
|  | (b) Training approach and methodology [50%]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 10         |
|  | (c) Qualifications of trainers [20%]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4          |
|  | Total Points for criteria (iv) (a+b+c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 20         |
|  | <b>TOTAL POINTS (i+ii+iii+iv)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>100</b> |
|  | The minimum Technical Score required to pass is: <b>70</b> Points.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |

|             |                                                                                                                                                                                                                                                                                            |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>39.7</b> | The formula for determining the financial scores is the following:<br>$F_p = 100 \times F_m / F$ in which $F_p$ is the achieved financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.                                                          |
| <b>40.1</b> | The weights given to the Technical and Financial Proposals are : $T = 0.85$ , $P = 0.15$                                                                                                                                                                                                   |
| <b>41.1</b> | The address for contract negotiations is: She Power Project: Sustainable Development for Women through ICT, Department of Information & Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.                                                                               |
| <b>51.1</b> | The assignment is expected to commence on after signature of contract at <i>four divisions and twenty one districts as suggested by the project authority</i>                                                                                                                              |
| <b>52.4</b> | The name and address of the office where complaints to the Procuring Entity under Regulation 51 are to be submitted is: She Power Project: Sustainable Development for Women through ICT, Department of Information & Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207. |

## Section 3. General Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
  - (b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
  - (c) The **“Client”** is the party named in the PCC who engages the Bidder to perform the Services.
  - (d) **“Completion”** means the fulfilment of the Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
  - (e) **“Completion Date”** is the date of actual completion of the fulfilment of the Services.
  - (f) The **“Bidder”** is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the PCC and the Contract Agreement.
  - (g) **“Contract Agreement”** means the Agreement entered into between the Client and the Bidder together with the Contract Documents.
  - (h) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
  - (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with **GCC Clause 50.1**
  - (j) **“Day”** means calendar day unless otherwise specified as working day.
  - (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to **GCC Clause 18.1**
  - (l) **“GCC”** mean the General Conditions of Contract.
  - (m) **“Government”** means the Government of the People’s Republic of Bangladesh.
  - (n) The **“Intended Completion Date”** is the date on which it is intended that the Bidder shall complete the Services as specified in the PCC.
  - (o) **“Member”** means in case where the Bidder consists of a joint venture, any of the entities that make up the joint venture; and **“Members”** means all these entities.
  - (p) **“Month”** means calendar month.
  - (q) **“Party”** means the Client or the Bidder, as the case may be, and **“Parties”** means both of them. Third party means any party other than Client as Bidder.

- (r) **“Personnel”** means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; and **“Key Personnel”** means the Personnel referred to in **GCC Sub Clause 24.1**
- (s) **“Reimbursable expenses”** means all assignment-related costs other than Bidder’s remuneration.
- (t) **“Remuneration”** means all costs related to payments of fees to the Bidder for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC”** means the Particular Conditions of Contract.
- (v) **“Services”** means the tasks or activities to be performed and the services to be provided by the Bidder pursuant to the Contract Agreement.
- (w) **“Sub-Bidder”** means any person or entity to whom/which the Bidder subcontracts any part of the Services.
- (x) **“Third Party”** means any person or entity other than the Government, the Client, the Bidder or a Sub-Bidder.
- (y) **“Writing”** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2. Phased Completion</b>          | 2.1 If phased completion is specified in the PCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).                                                                                                                                                                                                                                                                                                                |
| <b>3. Communications and Notices</b> | <p>3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the PCC.</p> <p>3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p> <p>3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>                                                                                                                                 |
| <b>4. Governing Law</b>              | 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>5. Governing Language</b>         | <p>5.1 The Contract shall be written in <b>English</b>. All correspondences and documents relating to the Contract may be written in English or <b>Bangla</b>. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.</p> <p>5.2 The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |

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| <b>6. Documents Forming the Contract in Order of Precedence</b> | <p>6.1 The following documents forming the Contract shall be interpreted in the order of priority:</p> <ul style="list-style-type: none"> <li>(a) the Contract Agreement;</li> <li>(b) the Particular Conditions of Contract (PCC);</li> <li>(c) the General Conditions of Contract (GCC);</li> <li>(d) the Appendix (1 to 7); and</li> <li>(e) any other documents as specified in the PCC forming part of the Contract. 0</li> </ul> |
| <b>7. Assignment</b>                                            | <p>7.1. Neither the Client nor the Bidder shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.</p>                                                                                                                                                                                                                                                              |
| <b>8. Eligible Services</b>                                     | <p>8.1 All materials, equipment, plant, and supplies used by the Bidder and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.</p>                                                                                                                                                                                                                                   |
| <b>9. Contractual Ethics</b>                                    | <p>9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.</p>                                                                                                                                                                                        |
| <b>10. Joint Venture, Consortium or Association (JVCA)</b>      | <p>10.1 If the Bidder is a Joint Venture all of the parties shall sign the Contract Agreement.</p>                                                                                                                                                                                                                                                                                                                                     |
|                                                                 | <p>10.2 Each partner of the Joint Venture (this does not include sub consultancy) shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract.</p>                                                                                                                                                                         |
|                                                                 | <p>10.3 The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client.</p>                                                                                                                                                                                                                                                                                                    |
| <b>11. Authority of Member in Charge</b>                        | <p>11.1 In case the Bidder is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client.</p>                                                                |
| <b>12. Authorized Representatives</b>                           | <p>12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials as specified in the PCC.</p>                                                                                                                                                                                                     |
| <b>13. Relation between the Parties</b>                         | <p>13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>                                       |

- 14. Location**                      14.1    The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
- 15. Taxes**                              15.1    The Bidder, Sub-Bidders and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price unless otherwise exempted by the Government.
- 16. Corrupt, Fraudulent, Collusive Coercive Practices**                      or                      16.1    The Government requires that Client, as well as Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
- 16.2    The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a)    *“corrupt practice”* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
  - (b)    *“fraudulent practice”* means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,
  - (c)    *“collusive practice”* means a scheme or arrangement among two and more Bidders with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
  - (d)    *“coercive practice”* means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 16.3    The Government requires that Client, as well as Bidders shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a)    strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
  - (b)    abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
  - (c)    that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.3(b).
- 16.4    Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Bidder to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Bidder

concerned. Any communications between the Bidder and the Client related to matters of alleged fraud or corruption shall be in writing.

16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the Bidder alleged to have carried out such practices, the Client will :

- (a) exclude the Bidder from further participation in the particular Procurement proceeding; or
- (b) declare, at its discretion, the Bidder to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time from participation in procurement proceedings under public fund.

## **B. Commencement, Completion and Modification of Contract**

- |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17. Effectiveness of Contract</b>                               | 17.1 The Contract shall come into force and effect on the date, called the "Effective Date".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>18. Effective Date</b>                                          | 18.1 This Contract shall come into effect on the date the Contract is signed by both parties. The date the Contract comes into effect is defined as the Effective Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>19. Termination of Contract for Failure to Become Effective</b> | 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-one ( <b>21</b> ) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>20. Commencement of Services</b>                                | 20.1 The Bidder shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>21. Expiration of Contract</b>                                  | 21.1 Unless terminated earlier pursuant to GCC Clauses <b>63 to 66</b> , this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>22. Modifications or Variations</b>                             | <p>22.1 Pursuant to Rule 104 (d)(8) of the Public Procurement Rules, 2008, the Client may notify the Bidder to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.</p> <p>22.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>22.3 The Bidder shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 22.2. The estimate shall comprise the following:</p> |

- (a) an estimate of the impacts, if any , of the Variation Orders on the staffing Schedule;
- (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
- (c) a detail costing covering the total amount of the Variation Orders; and
- (d) a proposed revision of the schedule of payments as approved, if required.

22.4 Variation Orders, as stated under GCC Sub Clause 22.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the Approving Authority and for cost beyond fifteen (15) percent by the authority higher than the Approving Authority, as determined by the Delegation of Financial Power and sub-delegation thereof, pursuant to Rule 74(4) of the Public Procurement Rules , 2008.

22.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 22, the breakdown of the unit price provided in Forms 5B3 and 5B4 shall be the basis.

## **C. Bidder's Personnel and Sub-Bidders**

- |                                                    |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>23. General</b>                                 | 23.1 | The Bidder shall employ and provide such qualified and experienced Personnel and Sub Bidders as are required to carry out the Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>24. Description of Personnel</b>                | 24.1 | The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are described in Appendix 3 to the Contract                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>25. Approval of Personnel</b>                   | 25.1 | The Client hereby approves the Key Personnel and Sub Bidders listed by title as well as by name in Appendix 3 to the contract. Except as the Client may otherwise agree, no changes shall be made in the Key personnel.                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>26. Working Hours, Overtime, Leave</b>          | 26.1 | Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                    | 26.2 | The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Bidder's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix 3 to the contract. Any taking of leave by Personnel shall be subject to the prior approval by the Bidder who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. |
| <b>27. Removal and/or Replacement of Personnel</b> | 27.1 | <p>If the Client:</p> <ul style="list-style-type: none"> <li>(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or</li> <li>(b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,</li> </ul>                                                                                                                                                                                                                                                                                                      |

then the Bidder shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The Bidder shall not be paid for any extra expense for the replacement(s).

- 27.2 In the event that any Sub-Bidder is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Bidder shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

## **D. Obligations of the Bidder**

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|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>28. Standard of Performance</b>                                   | 28.1 The Bidder shall: <ul style="list-style-type: none"><li>(a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods etc;</li><li>(b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and;</li><li>(c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Bidders or Third Parties.</li></ul>                                                                                                                                                                                                                                                                                                                                   |
| <b>29. Conflict of Interests</b>                                     | 29.1 The Bidder shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>30. Bidder not to Benefit from Commissions Discounts etc.</b>     | 30.1 The remuneration of the Bidder as stated under GCC Clauses 47, 48 and 49 shall constitute the Bidder's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Bidder shall use their best efforts to ensure that any Sub-Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.<br><br>30.2 Furthermore, if the Bidder, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Bidder shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Client. |
| <b>31. Bidder and Affiliates not to Engage in Certain Activities</b> | 31.1 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidder and any entity affiliated with such Sub-Bidder, shall be disqualified from providing goods, works or services (other than training                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

services) for any project resulting from or closely related to this training services,

- 32. Prohibition of Conflicting Activities**      32.1 The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
- 33. Confidentiality**      33.1 Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- [For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Bidder and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]*
- 34. Liability of the Bidder**      34.1 Pursuant to Rule 125 (4) of the Public Procurement Rules, 2008, the Bidder, in lieu of furnishing any Performance Security, shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.
- 34.2 The Bidder shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:
- (a) infringement or alleged infringement by the Bidder of any patent or other protected right; or
  - (b) plagiarism or alleged plagiarism by the Bidder.
- 34.3 The Bidder shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Bidder out of funds provided or reimbursed by the Client or used by the Bidder in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 34.4 The Bidder shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Bidder's failure to exercise the skill and care required under GCC Clause 28 provided:
- (a) that the Bidder is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;
  - (b) that the ceiling on the Bidder's liability under GCC Clause 28 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Bidder's gross negligence or reckless conduct; and
  - (c) that the Bidder's liability under GCC Clause 28 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for

any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

34.5 In addition to any liability the Bidder may have under GCC Clause 28, the Bidder shall, pursuant to Rule 125 (5) of the Public Procurement Rules, 2008, at their own cost and expense, upon request of Client; re-perform the Services in the event of Bidder's failure to exercise the skill and care required under GCC Clause 28.

34.6 Notwithstanding the provisions of GCC Sub Clause 34.4(a), the Bidder shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) Client's overriding a decision or recommendation of the Bidder or requiring the Bidder to implement a decision or recommendation with which Bidder do not agree; or
- (b) the improper execution of the Bidder's instructions by agents, employees or independent contractors of the Client.

**35. Insurance to be taken out by the Bidder**

**35.1 The Bidder**

- (a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at their (or the Sub-Bidders', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the PCC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**36. Accounting, Inspection and Auditing**

**36.1 The Bidder shall**

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;  
and
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

36.2 The Bidder shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

**37. Bidder's Actions Requiring Client's Prior Approval**

37.1 The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the Personnel listed in Appendix 3 to the Contract;

- (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
- (c) any other action that may be specified in the PCC.

37.2 Notwithstanding any approval under GCC Sub Clause 37.1(b), the Bidder shall remain fully liable for the performance of Services by the Sub-Bidder and its Personnel and retain full responsibility for the Services.

#### **38. Reporting Obligations**

38.1 The Bidder shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the Appendix 2. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.

#### **39. Proprietary Rights on Documents Prepared by the Bidder**

39.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Bidder for the Client under this Contract shall become and remain the absolute property of the Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.

39.2 The Bidder may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.

39.3 Other restrictions about the future use of these documents and software, if any, shall be as specified in the PCC.

#### **40. Proprietary Rights on Equipment & Materials Furnished by the Client.**

40.1 Equipment, tools and materials made available to the Bidder by the Client, or purchased by the Bidder wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

40.2 Upon termination or expiration of this Contract, the Bidder shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

40.3 During the possession of such equipment and materials, the Bidder, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### **E. Obligations of the Client**

#### **41. Assistance and Exemptions**

41.1 The Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Bidder, Sub-Bidders and Personnel with documents as shall be necessary to enable the Bidder, Sub-Bidders or Personnel to perform the Services;
- (b) assist the Bidder in obtaining necessary licenses and permits needed to carry out the Services; and

- (c) provide to the Bidder, Sub-Bidders and Personnel any such other assistance as may be specified in the PCC.

- 42. Access to Land** 42.1 The Client warrants that the Bidder shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Bidder shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the client and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidder or any Sub-Bidder or the Personnel of either of them.
- 43. Change in the Applicable Law Related to Taxes** 43.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Bidder in performing the Services, then the amounts otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 47.2.
- 44. Services, Facilities and Property** 44.1 The Client shall make available to the Bidder, for the purposes of the Services, free of any charge, the services and facilities described in Appendix **5A** to the Contract at the times and in the manner specified.
- 44.2 In case that such services, facilities and property shall not be made available to the Bidder as specified in **Appendix 5** the Parties shall agree on:
- i. any time extension that may be appropriate to grant to the Bidder for the performance of the Services;
  - ii. the manner in which the Bidder shall procure any such services and facilities from other sources, and
  - iii. the additional payments, if any, to be made to the Bidder as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.
- 45. Payment** 45.1 In consideration of the Services performed by the Bidder under this Contract, the Client shall make to the Bidder such payments and in such manner as stated under GCC Clauses 48 to 55.
- 46. Counterpart Personnel** 46.1 The Client shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Client with the Bidder's advice, if specified in **Appendix 5B** to the contract.
- 46.2 If counterpart personnel are not provided by the Client to the Bidder as and when specified in **Appendix 5B** the Client and the Bidder shall agree on;
- (a) how the affected part of the Services shall be carried out, and
  - (b) the additional payments, if any, to be made by the Client to the Bidder as a result thereof pursuant to GCC Sub Clause 47.3

- 46.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## F. Payments to the Bidders

- |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>47. Cost Estimate of Services: Ceiling Amount</b> | <p>47.1 An estimate of the cost of the Services is set forth in <b>Appendix 6</b> to the contract.</p> <p>47.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 47.3, payments under this Contract shall not exceed the ceiling as specified in the PCC.</p> <p>47.3 Notwithstanding GCC Sub Clause 47.2, if pursuant to any of the GCC Clauses 44, 46 or 48 the Parties shall agree that additional payments as the case may be, shall be made to the Bidder in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 47.1 above, the ceiling set forth in GCC Sub Clause 47.2 above shall be increased by the amount of any such additional payments.</p> |
| <b>48. Payments: General</b>                         | <p>48.1 All payments under this Contract shall be made to the account of the Bidder as specified in the PCC.</p> <p>48.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in <b>Appendix 6</b> to the contract, may be charged to the physical contingency provided for only if the Client approved such expenditures prior to being incurred.</p> <p>48.3 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder.</p>                                                                                                                                     |
| <b>49. Lump-Sum Payment</b>                          | <p>49.1 Subject to the ceiling specified in GCC Sub-Clause 49.2, the Client shall pay to the Bidder total remuneration which shall be a fixed lump-sum including all staff costs, sub-Bidders costs, reimbursable, and all other costs incurred by the Bidder in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 49.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1.</p>                                                                                                                                                                                                                                                    |
| <b>50. Contract Price</b>                            | <p>50.1 The Contract Price is set forth in the PCC</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>51. Modes of Payment</b>                          | <ul style="list-style-type: none"> <li>• Payments in respect of the Services shall be made as specified in GCC Clauses from 52 to 55.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>52. Advance Payment</b>                           | <p>52.1 If so specified in the PCC, an Advance Payment shall be made to the Bidder, of the amount and within the number of days after the Effective Date</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

as specified in the PCC. If the advance payment exceeds ten percent (10%) of the contract price, then the advance payment shall be made against the provision of a Bank Guarantee by the Bidder which shall:

- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.

52.2 The Advance Payment will be offset by the Client in a way specified in the PCC.

### **53. Interim Payments**

53.1 Payment will be made according to the payment schedule stated in the PCC subject to the provision of advance payment stated in GCC Clause 52. Any other payment shall be made after the conditions listed in the PCC for such payment have been met, and the Bidder has submitted an invoice to the Client specifying the amount due.

53.2 The Client shall pay the Bidder within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.

53.3 If the Client has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

53.4 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidder, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

### **54. Amendment to the Contract**

54.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.

54.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.

### **55. Final Payment**

55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidder and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

- 56. Suspension of Payments**      56.1 The Client may, by written notice of suspension to the Bidder, suspend all or part of the payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
  - (b) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

## **G. Time Control**

- 57. Completion of Services**      57.1 The Bidder shall carry out the Services in accordance with the Programme submitted by the Bidder, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 20.1
- 58. Early Warning**      58.1 If at any time during performance of the Contract, the Bidder or its Sub-Bidders should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Bidder shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Client shall evaluate the situation, and the Bidder shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
- 59. Extension of the Intended Completion Date**      59.1 In the event the Bidder is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Bidder, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
- 60. Progress Meetings**      60.1 The Client and the Bidder shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 60.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Bidder for action.

## **H. Good Faith**

- 61. Good Faith**      61.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 62. Fairness in Operation**      62.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of

them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

## **I. Termination and Settlement of Disputes**

- 63. Termination for Default**
- 63.1 The Client or the Bidder, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty **(30)** days' written notice of termination to the other party.
- 63.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:
- (a) If the Bidder fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty **(30)** days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
  - (b) If the Bidder submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Bidder knows to be false;
  - (c) If the Bidder, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
  - (d) If the Bidder or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 74.2;
  - (e) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 74.2 within thirty **(30)** days after receiving written notice from the Bidder that such payment is overdue; or
  - (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty **(30)** days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Client of the Bidder's notice specifying such breach.
- 64. Termination for Insolvency**
- 64.1 The Client and the Bidder may at any time terminate the Contract by giving notice to the other party if:
- (a) the Client becomes bankrupt or otherwise insolvent;
  - (b) the Bidder becomes (or, if the Bidder consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

- (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

- 65. Termination for Convenience**      65.1      The Client, by notice sent to the Bidder, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- 66. Termination because of Force Majeure**      66.1      The Client and the Bidder may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than forty five (45) days.
- 67. Force Majeure**      67.1      For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 67.2      Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 68. No Breach of Contract**      68.1      The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 69. Measures to be Taken on Force Majeure**      69.1      A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 69.2      A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 69.3      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.

|                                                 |  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------|--|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 |  | 69.4 | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Client, shall either: <ul style="list-style-type: none"> <li>(a) demobilize, in which case the Bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</li> <li>(b) continue with the Services to the extent possible, in which case the Bidder shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</li> </ul>           |
| <b>70. Cessation of Rights and Obligations</b>  |  | 70.1 | Upon termination of the Contract pursuant to GCC Clauses 63 to 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except <ul style="list-style-type: none"> <li>(a) such rights and obligations as may have accrued on the date of termination or expiration;</li> <li>(b) the obligation of confidentiality set forth in GCC Clause 33;</li> <li>(c) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 36; and</li> <li>(d) any right which a Party may have under the Applicable Law.</li> </ul> |
| <b>71. Cessation of Services</b>                |  | 71.1 | Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Client, the Bidder shall proceed as provided, respectively, by GCC Clauses 39 and or 40.                                                                                                |
| <b>72. Payment upon Termination</b>             |  | 72.1 | Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Client shall make the following payments to the Bidder: <ul style="list-style-type: none"> <li>(a) payment pursuant to GCC Clause 47 to 55 for Services satisfactorily performed prior to the effective date of termination;</li> <li>(b) except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), &amp; (c) and GCC Sub Clause 64.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.</li> </ul>          |
| <b>73. Disputes about Events of Termination</b> |  | 73.1 | If either Party disputes whether an event specified in GCC Clause 63, 64 or 65 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 74.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.                                                                                                                                                                                                                                                 |

73.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.

**74. Settlement  
Disputes**

**of 74.1 Amicable Settlement**

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

**74.2 Arbitration**

If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.

- (a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force at the location specified in the PCC.
- (b) Notwithstanding any reference to arbitration herein
  - (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
  - (ii) the Client shall pay the Bidder any monies due the Bidder

## Section 4. Particular Conditions of Contract

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|            | <b>RFP IDENTIFICATION NO::</b> 56.00.0000.005.014.004.16-330(1)<br>Issued on: 20.04.2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.1 (c)    | <p>The Client is She Power Project: Sustainable Development for Women through ICT, Department of Information &amp; Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.</p> <p><b>The Bidder ( Firm) is</b><br/>[name, address and name of authorized representatives]</p> <p>Contract effective date is <b>after signing of contract</b></p> <p>The Intended Completion Date is : <b>Nine months after signing the contract</b></p>                                                                                                                                         |
| 1.1 (f)    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.1 (k)    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.1 (n)    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| GCC 2.1    | The assignment is to be completed in the following phases: <b>As per TOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| GCC 3.1    | <p>The addresses for <b>Communications and Notices</b> are:</p> <p><b>Client</b> : She Power Project: Sustainable Development for Women through ICT, Department of Information &amp; Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.</p> <p>Attention : Project Director</p> <p>Telephone: 8181100</p> <p>Facsimile number: 8181286</p> <p>E-mail : <a href="mailto:pd.sdmga@gmail.com">pd.sdmga@gmail.com</a>, <a href="mailto:dpd.sdmga@gmail.com">dpd.sdmga@gmail.com</a></p> <p><b>Bidder (IT Firm)</b> :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p> |
| GCC 6.1(e) | <p>The following additional documents shall form the part of the Contract:</p> <p>1) <i>Minutes of Contract Negotiation</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| GCC 8.1    | Non eligible country is <i>Israel</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| GCC 11.1   | The Member in Charge is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | <i>[If the Bidder consists of a joint venture, consortium or association of more than one entity, the name of the entity whose address is specified in GCC Clause 3.1 should be inserted here. If the Bidder consists only of one entity, this Clause should be deleted from the PCC]</i>                                                                                                                             |
| <b>GCC 12.1</b>    | <p>The Authorized Representatives are:</p> <p><b>For the Client :</b> She Power Project: Sustainable Development for Women through ICT, Department of Information &amp; Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207.</p> <p><b>For the Bidder (Firm) :</b></p>                                                                                                                                |
| <b>GCC 18.1</b>    | The effectiveness                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>GCC 20.1</b>    | The Bidder shall commence carrying out the Services within <b>14 days</b> of the Effective Date of the Contract.                                                                                                                                                                                                                                                                                                      |
| <b>GCC 21.1</b>    | The contract will expire on 31 December 2018.                                                                                                                                                                                                                                                                                                                                                                         |
| <b>GCC 34.4(a)</b> | The Bidder (IT Firm) is notified of such actions, claims, losses or damages not later than 3 (three) months after conclusion of the Services.                                                                                                                                                                                                                                                                         |
| <b>GCC 34.4(b)</b> | <p>The ceiling on Bidder's (Firm) liability shall be limited to [Tk.....]: N/A</p> <p><i>[Bidder's liability should be limited to not less than the estimated total payments to the Bidder under the Contract for staff remuneration and reimbursable expenses or, the proceeds the Bidders may be entitled to receive from any insurance they maintain to cover such liability whichever of these is higher]</i></p> |
| <b>GCC 35.1(a)</b> | The risks and the coverage shall be equivalent to the contract price.                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC 37.1(c)</b> | The other actions that shall require Client's approval are:                                                                                                                                                                                                                                                                                                                                                           |
| <b>GCC 39.3</b>    | <p>The other restrictions about future use of documents and software are;</p> <p><b>“The Bidder (Firm) shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.”</b></p>                                                                                                                                                                  |
| <b>GCC 41.1(c)</b> | <p>Assistance for carrying out the Services to be provided by the Client are;</p> <p>(a) Necessary desk facilities at Client's Office.</p> <p>(b) Reasonable logistic support.</p> <p>(c) Access to Data and information available with the Client required for accomplishing the services/jobs.</p>                                                                                                                  |
| <b>GCC 47.2</b>    | The Contract ceiling amount is: N/A                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>GCC 48.1</b>    | The Bank Account is: N/A                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC 50.1</b>    | The Contract Price is: N/A                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>GCC 52.1</b>    | Advance Payment: N/A                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC 53.1</b>    | Payments shall be made: As per TOR                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC 53.3</b>    | The Bidder (IT Firm) shall be entitled to receive financing charges for delayed payment during the period of delay at the following rate; N/A                                                                                                                                                                                                                                                                         |

|                     |                                                                                                                                                                                                 |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 74.2 (b)</b> | The place of Arbitration is: She Power Project: Sustainable Development for Women through ICT, Department of Information & Communication Technology, Level 8, ICT Tower, Agargoan , Dhaka-1207. |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Section 5. Proposal & Contract Forms**

### **5A. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short listed Bidders for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

- 5A1 Technical Proposal Submission Form
- 5A2 Bidder's Organization and Experience
  - a. Bidder's Organization
  - b. Bidder's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - a. On the Terms of Reference
  - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff

**Form 5A1      Technical Proposal Submission Form**

[Location, Date]

**To:**

Project Director  
She Power Project: Sustainable Development for Women through ICT,  
Department of Information & Communication Technology,  
Level 8, ICT Tower, Agargoan ,  
Dhaka-1207.

Dear Sir

We, the undersigned, offer to provide the training services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Bidder, also specify, whether they are in joint venture or sub consultancy]*.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 41 & 42 of the ITC, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

**We undertake, if our Proposal is accepted, to initiate the training services related to the assignment not later than the date indicated in Clause Reference 51.1 of the Proposal Data Sheet.**

We also confirm that the Government of Bangladesh has not declared us, or any sub Bidders for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 4).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

|                                                       |  |
|-------------------------------------------------------|--|
| Authorised Signature<br><i>[in full and initials]</i> |  |
| Name and title of Signatory                           |  |
| Name of Firm                                          |  |
| Address                                               |  |

**Form 5A2 Bidder's Organization and Experience****Bidder's Organisation**

*[Provide here a brief description (maximum two pages) of the background and organization of the Bidder]*

**Bidder's Experience****Major Work Undertaken that best Illustrates Qualifications**

*[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out training services similar to the ones requested under this assignment.]*

|                                                                                                               |                                 |                                                                                            |
|---------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------|
| Assignment name:                                                                                              |                                 | Approx value of the Contract (Tk. Lacs)                                                    |
| Country:<br>Location within country:                                                                          |                                 | Duration of assignment (months):                                                           |
| Name of Client:<br>Address:                                                                                   |                                 | Total N° of staff-month of the assignment:                                                 |
| Start date<br>(Month/Year)                                                                                    | Completion date<br>(Month/Year) | Approx value of services provided by your firm under the contract<br>(Tk. Lacs):           |
| Name of Joint Venture/Associated Bidders, if any:                                                             |                                 | N° of Staff-Months of Key professional staff provided by Joint Venture/Associated Bidders: |
| Name of senior professional staff ( Director/Production Manager /Moderator) Involved and Functions Performed: |                                 |                                                                                            |
| Narrative description of Project:                                                                             |                                 |                                                                                            |
| Description of actual services provided by your Staff:                                                        |                                 |                                                                                            |

|                       |  |
|-----------------------|--|
| Firm's Name:          |  |
| Authorised Signature: |  |

**Form 5A3      Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

**On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**On Services, facilities and property**

*[Comment here on services, facilities and property to be provided by the Client according to Clause Reference 20.1(c) of the ITC of the Proposal Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## **Form 5A4      Description of Approach, Methodology and Work Plan for Performing the Assignment**

*[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the ToR proposed by you. In case the ToR requires the Bidder to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

**Form 5A5      Work Schedule**

| N° | Activity <sup>1</sup> | Months <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
|    |                       | 1                   | 2 | 4 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 2  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| 5  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |
| n  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |

<sup>1</sup>Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup>Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

## Form 5A6 Team Composition and Task Assignments

[illegible]

**Form 5A7      Staffing Schedule**

| N° | Name of Staff | Staff-month input by month <sup>1</sup> |   |   |   |   |   |   |   |   |              |    |    |   | Total staff-month input <sup>2</sup> |                    |       |
|----|---------------|-----------------------------------------|---|---|---|---|---|---|---|---|--------------|----|----|---|--------------------------------------|--------------------|-------|
|    |               | 1                                       | 2 | 4 | 4 | 5 | 6 | 7 | 8 | 9 | 10           | 11 | 12 | n | Home                                 | Field <sup>2</sup> | Total |
| 1  |               | (home)                                  |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               | (Field)                                 |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
| 2  |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
| 3  |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
| n  |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   |              |    |    |   |                                      |                    |       |
|    |               |                                         |   |   |   |   |   |   |   |   | <b>Total</b> |    |    |   |                                      |                    |       |

<sup>1</sup>For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

<sup>2</sup>Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

**Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff**

|    |                                                                                                                                                |                                                                                                                                                                     |                                                                          |                  |                  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------|------------------|
| 1  | PROPOSED POSITION FOR THIS PROJECT                                                                                                             | <i>[From the Terms of Reference, state the position which the Bidder will be engaged. Only one candidate shall be nominated for each position].</i>                 |                                                                          |                  |                  |
| 2  | NAME OF STAFF                                                                                                                                  | <i>[state full name]</i>                                                                                                                                            |                                                                          |                  |                  |
| 3  | DATE OF BIRTH                                                                                                                                  |                                                                                                                                                                     |                                                                          |                  |                  |
| 4  | NATIONALITY                                                                                                                                    |                                                                                                                                                                     |                                                                          |                  |                  |
| 5  | MEMBERSHIP PROFESSIONAL SOCIETIES                                                                                                              | IN                                                                                                                                                                  | <i>[state rank and name of society and year of attaining that rank].</i> |                  |                  |
| 6  | EDUCATION:                                                                                                                                     | <i>[list all the colleges/universities which the Bidder attended, stating degrees obtained, and dates, and list any other specialised education of the Bidder].</i> |                                                                          |                  |                  |
| 7  | OTHER TRAINING                                                                                                                                 | <i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Bidder].</i>                         |                                                                          |                  |                  |
| 8  | LANGUAGES & DEGREE OF PROFICIENCY                                                                                                              | Language                                                                                                                                                            | Speaking                                                                 | Reading          | Writing          |
|    |                                                                                                                                                | <i>e.g. English</i>                                                                                                                                                 | <i>Fluent</i>                                                            | <i>Excellent</i> | <i>Excellent</i> |
| 9  | COUNTRIES OF WORK EXPERIENCE                                                                                                                   |                                                                                                                                                                     |                                                                          |                  |                  |
| 10 | EMPLOYMENT RECORD                                                                                                                              | <i>[The Bidder should clearly distinguish whether as an "employee" of the firm or as a "Bidder" or "Advisor" of the firm].</i>                                      |                                                                          |                  |                  |
|    | <i>[starting with position list in reverse order <b><u>every employment held and state the start and end dates of each employment</u></b>]</i> | <i>[The Bidder should clearly indicate the Position held and give a brief description of the duties in which the Bidder was involved].</i>                          |                                                                          |                  |                  |
|    | EMPLOYER 1                                                                                                                                     | FROM:                                                                                                                                                               | TO:                                                                      |                  |                  |
|    |                                                                                                                                                | <i>[e.g. January 1999]</i>                                                                                                                                          | <i>[e.g. December 2001]</i>                                              |                  |                  |
|    | EMPLOYER 2                                                                                                                                     | FROM:                                                                                                                                                               | TO:                                                                      |                  |                  |
|    | EMPLOYER 3                                                                                                                                     | FROM:                                                                                                                                                               | TO:                                                                      |                  |                  |
|    | EMPLOYER 4 (etc)                                                                                                                               | FROM:                                                                                                                                                               | TO:                                                                      |                  |                  |

- |    |                                                                                 |                                                                                                                                                                  |
|----|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT | <i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i> |
|----|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CERTIFICATION *[Do not amend this Certification].*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (i) to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by *[name of the Bidder]* continuously for the last twelve (12) months as regular full time staff. Indicate "Yes" or "No" in the boxes below:

YES

☐

NO

☐

Signature

Date of Signing

  
Day / Month / Year

## **5B. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short listed Bidders for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

*[Forms 5B1 to 5B4 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 21.3 of the Instructions to Bidders. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]*

- 5B1 Financial Proposal Submission Form
- 5B2 Summary of Costs
- 5B3 Breakdown of Staff Remuneration
- 5B4 Breakdown of Reimbursable expenses

## Form 5B1 Financial Proposal Submission Form

[Location, Date]

### To:

Project Director  
She Power Project: Sustainable Development for Women through ICT,  
Department of Information & Communication Technology,  
Level 8, ICT Tower, Agargoan ,  
Dhaka-1207.

Dear Sir:

We, the undersigned, offer to provide the training services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount in words and figures]*. This amount is exclusive of local taxes, which we have estimated at *[insert amount in words and figures]* and which shall be discussed during negotiations and shall be added to the above amount for determining the Contract Price.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 26.1 of the Proposal Data Sheet.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

| Name and Address of Agents | Amount | Purpose of commission or gratuity |
|----------------------------|--------|-----------------------------------|
|----------------------------|--------|-----------------------------------|

We also declare that the Government of Bangladesh has not declared us or any Sub-Bidders for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 4).

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

**Form 5B2      Summary of Costs**

| Cost Component                     | Costs |
|------------------------------------|-------|
| Staff Remuneration <sup>1</sup>    |       |
| Reimbursable Expenses <sup>1</sup> |       |
| Total                              |       |

<sup>1</sup>Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3, 5B4.

## Form 5B3 Breakdown of Staff Remuneration

[Information to be provided in this form shall be used to establish Payments to the Bidders by the Client]

| Name <sup>1</sup> | Position <sup>2</sup> | Staff-month<br>Rate <sup>3</sup> | Input <sup>3</sup><br>(Staff-months) | [Indicate Sub Cost for each staff] <sup>4</sup> |
|-------------------|-----------------------|----------------------------------|--------------------------------------|-------------------------------------------------|
| Staff             |                       |                                  |                                      |                                                 |
|                   |                       | Head office                      |                                      |                                                 |
|                   |                       | Field office                     |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
|                   |                       |                                  |                                      |                                                 |
| Total Costs       |                       |                                  |                                      |                                                 |

We hereby confirm that we have agreed to pay to the Staff Members listed, who will be involved in this assignment, the remuneration and away from Head office Allowances (if applicable) as indicated above.

<sup>1</sup>Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

<sup>2</sup>Positions must coincide with the ones indicated in Form 5A7.

<sup>3</sup>Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.

<sup>4</sup>For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

## Form 5B4 Breakdown of Reimbursable Expenses

[Information to be provided in this form shall be used to establish Payments to the Bidders by the Client]

| N°          | Description <sup>1</sup>                                         | Unit | Unit Cost <sup>2</sup> | Quantity | [Indicate sub cost for each item] <sup>3</sup> |  |  |  |
|-------------|------------------------------------------------------------------|------|------------------------|----------|------------------------------------------------|--|--|--|
|             | Per diem allowances                                              | Day  |                        |          |                                                |  |  |  |
|             | Travel expenses                                                  | Trip |                        |          |                                                |  |  |  |
|             | Communication costs between<br>[Insert place] and [Insert place] |      |                        |          |                                                |  |  |  |
|             | Drafting, reproduction of reports                                |      |                        |          |                                                |  |  |  |
|             | Equipment, instruments, etc.                                     |      |                        |          |                                                |  |  |  |
|             | Materials, supplies, etc.                                        |      |                        |          |                                                |  |  |  |
|             | Use of computers, software                                       |      |                        |          |                                                |  |  |  |
|             | Laboratory tests.                                                |      |                        |          |                                                |  |  |  |
|             | Subcontracts                                                     |      |                        |          |                                                |  |  |  |
|             | Other transportation costs                                       |      |                        |          |                                                |  |  |  |
|             | Office rent, clerical assistance                                 |      |                        |          |                                                |  |  |  |
|             | Physical Contingency <sup>4</sup>                                |      |                        |          |                                                |  |  |  |
|             | Others (specify)                                                 |      |                        |          |                                                |  |  |  |
| Total Costs |                                                                  |      |                        |          |                                                |  |  |  |

<sup>1</sup>Delete items that are not applicable or add other items according to Clause 21.3(d) of the Proposal Data Sheet.

<sup>2</sup>Indicate unit cost.

<sup>3</sup>Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

<sup>4</sup>Usually Physical Contingency shall not exceed five percent (5%)

## Section 6. Terms of Reference (ToR)

If in any case there is any conflict between this ToR section and any other above sections in this document, this ToR section will govern.

### A. Training for Women Call Center Agent for Chittagong & Sylhet (P-3/L-2)

#### Background

To ensure the sustainable development of ICT sectors Department of ICT is implementing many development projects/programs. "She Power Project (Sustainable Development for Women through ICT)" is one of them. The Department of ICT has taken initiatives for conducting Training for Women Call Center Agent.

The Proposed area of conducting this training is as follows:

| Name of Upazila            | Nos of Batches |
|----------------------------|----------------|
| Hathazari, Chittagong      | 8              |
| South Sadar, Comilla       | 8              |
| Noakhali Sadar, Noakhali   | 7              |
| Rangamati Sadar, Rangamati | 7              |
| Sylhet Sadar, Sylhet       | 8              |

#### Purpose of the Service

The main objective of these training programs is to Training for Women Call Center Agent for the Sustainable Development for Women.

#### Areas included in the Scope of Services

This assignment is expected to provide training in 21 Upazilla of 21 Selected Districts. The project authority reserves the right to add or change any venue location based on mutual agreement with the successful bidder.

#### Definition of Services, Duration and Time

Training for Women Call Center Agent will be conducted as per following table:

| SN | Training Title                       | Hours/ Day & Session /day | No. of Days                                        | Total No. of Hours | Batch Size        | Total No. of Batches | Total No. of Participants |
|----|--------------------------------------|---------------------------|----------------------------------------------------|--------------------|-------------------|----------------------|---------------------------|
| 1  | Training for Women Call Center Agent | 6 Hours, 4 Sessions       | Leve-1: 72 days, Leve-2: 24 days, Leve-3: 12 days, | 648 Hours          | 16 Persons /Batch | 38                   | 608                       |

- The Training programs must be completed within 9(nine) months after signing work agreement.

## Program Specifications

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Who Can Attend in the Program as a Trainee</b> | <ul style="list-style-type: none"> <li>• Trainee must be Women of local residents.</li> <li>• Age 18-40, fast learning ability.</li> <li>• Primary knowledge in ICT Sector</li> </ul>                                                                                                                                                                                                     |
| <b>Certification</b>                              | The participants will be evaluated end of each training program. A “Certificate of Competence” will be awarded to the successful participants and “Certificate of Participation” will be awarded to the unsuccessful participants in presence of project representative. Certificate must comply with project branding guideline and contain an authorized signature of project director. |
| <b>Venue and Logistics</b>                        | Venue equipped with necessary computers (one laptop/PC for one person recommended), high-speed internet connectivity in all PCs, printers, multimedia projector, sound system, white-board, flip chart, marker, and other necessary logistics have to be provided by the successful bidder.                                                                                               |
| <b>Recommended HR</b>                             | You must have project manager, training coordinators, trainers and lab support technician or engineers along with other support staffs.                                                                                                                                                                                                                                                   |

## Training Outlines

**Training for Women Call Center Agent for Chittagong & Sylhet (P-3/L-2)**

### **Women ICT Frontier Initiative (WIFI)**

**Training Curriculum**

**Duration: Two Days**

#### **Day 1: Planning and Managing Business using ICT (Module W1 & W2)**

| <b>Time</b>         | <b>Length</b> | <b>Activity</b>                                                        |
|---------------------|---------------|------------------------------------------------------------------------|
| 9:30 AM – 10:00 AM  | 30 min        | Introduction to WIFI Program                                           |
| 10:00 AM – 10:30 AM | 30 min        | Ice Breaking: Activity on Characteristics of a Successful Entrepreneur |
| 10:30 AM – 10:45 AM | 15 min        | Presentation on Planning Business using ICT                            |
| 10:45 AM – 11:30 PM | 45 min        | Activity on Business Planning using ICT                                |
| 11:30 PM – 12:00 PM | 30 min        | Tea Break                                                              |
| 12:00 PM – 12:30 PM | 30 min        | Presentation on Steps of Managing Business using ICT                   |
| 12:30 PM – 1:00 PM  | 30 min        | Activity on Use of ICT in Different Steps of Business                  |
| 1:00 PM – 2:00 PM   | 1 hr          | Lunch & Prayer                                                         |
| 2:00 PM – 2:15 PM   | 15 min        | Presentation on Market Research                                        |
| 2:15 PM – 3:00 PM   | 45 min        | Activity on Market Research                                            |
| 3:00 PM – 3:30 PM   | 30 min        | Presentation on Steps of Business Operation                            |
| 3:30 PM – 4:00 PM   | 30 min        | Activity on Calculation of Business Profit or Loss                     |

|                   |        |                          |
|-------------------|--------|--------------------------|
| 4:00 PM – 4:30 PM | 30 min | Overview on Case studies |
|-------------------|--------|--------------------------|

## **Day 2: Women Empowerment and Development of Women Entrepreneurs (Module C1 & C2)**

| <b>Time</b>         | <b>Length</b> | <b>Activity</b>                                           |
|---------------------|---------------|-----------------------------------------------------------|
| 9:30 AM – 10:00 AM  | 30 min        | Reminiscence of Day 1 Learning                            |
| 10:00 AM – 10:30 AM | 30 min        | Presentation on Importance of Women Empowerment           |
| 10:30 AM – 11:00 AM | 30 min        | Activity on Understanding Importance of Women Empowerment |
| 11:00 AM – 11:30 PM | 30 min        | Presentation on Challenges of Women Empowerment           |
| 11:30 PM – 12:00 PM | 30 min        | Tea Break                                                 |
| 12:00 PM – 12:30 PM | 30 min        | Presentation on Importance of ICT in Women Empowerment    |
| 12:30 PM – 1:00 PM  | 30 min        | Overview of Case studies                                  |
| 1:00 PM – 2:00 PM   | 1 hr          | Lunch & Prayer                                            |
| 2:00 PM – 2:15 PM   | 15 min        | Presentation on Challenges of Women Entrepreneurship      |
| 2:15 PM – 3:00 PM   | 45 min        | Activity on Identifying Challenges of Women Entrepreneurs |
| 3:00 PM – 3:30 PM   | 30 min        | Presentation on Use of ICT in Access in Finance           |
| 3:30 PM – 4:00 PM   | 30 min        | Overview on Case studies                                  |
| 4:00 PM – 4:30 PM   | 30 min        | Course Evaluation & Distribution of Certificates          |

### Level-1: Course Duration: 432 Hours.

Selective trainee will get 432 hours training on Inbound and Outbound Call management, Document management, Database management, Social Media Marketing (SMM), Office Application, Personal profile writing and Interview readiness, Internate Ugase

Internship: 2(Two) months after completing Level-1.

### Level-2: Course Duration: 144 Hours.

Level-1 competent candidates will get 144 hours training on Communication skill, Data Management, KPO, Virtual assistant.

Internship: 2(Two) months after completing Level-2.

### Level-3: Course Duration: 72 Hours.

Level-2 competent candidates will get 72 hours advanced, Specialized training on Business process Marketing, Call center Solution.

## **Specific Program Activities and Cost Components**

The following activities that incur cost have to be performed by the training service provider (successful bidder) for each and every training batch. This is a mandatory list, there might be other costs as well.

| SN | Item of Expenditure            | Remarks |
|----|--------------------------------|---------|
| 01 | Inaugural and Closing ceremony |         |
| 02 | Refreshment and Lunch          |         |

|    |                                                                  |  |
|----|------------------------------------------------------------------|--|
| 03 | Photography and Documentations                                   |  |
| 04 | Stationaries(Papers, Pens, Pencils, Remover, Gum, Photocopy etc) |  |
| 05 | Tele Communications                                              |  |
| 06 | Course Materials Printing and Binding                            |  |
| 07 | Training Venue Rent(if requires)                                 |  |
| 08 | Certifications                                                   |  |
| 09 | Media Coverage and Advertisement                                 |  |
| 10 | Logistics for Management                                         |  |
| 11 | Miscellaneous                                                    |  |
|    | Total                                                            |  |
|    | VAT(@ 4.5%)                                                      |  |

## Payment term

**The service Provider can avail up to 80% of payment of completed job at any given period. Rest of the payment will be paid after completion of entire work.**

## **Trainees and Trainers' Selection and Evaluation**

The service provider must have online tools for i) pre-admission selection test and ii) post-learning evaluation test.

The service provide under the guidance from project office will populate the online tools with appropriate questions and answers. The service provider must ensure the confidentiality and security of the online tools. Any kind of breach of such will lead to severe penalties to the service provider.

For training and trainers' assessment, the project authority may use their own tool and methods. The service provider must cooperate with the project authority for such an assessment.

After evaluations, a "Certificate of Competence" will be awarded to the successful participants and "Certificate of Participation" will be awarded to the unsuccessful participants in presence of project representative. Certificate must comply with project branding guideline and contain an authorized signature of project director.

## **Equipment and Consumables**

The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials as required to adequately perform the services including but not limited to:

- Multimedia Projector with Screen
- Sound System
- Web Camera for live transmission
- Computer lab consisting 35 Pcs/Laptops with UPS and power back-up. If the service provider agrees to split every batch into two, then 20 Pcs/Laptops will suffice.

## **Requirements for Service Provider's Staff and Labor**

- Two trainers per batch
- Adequate staffs to arrange other facilities for trainers and trainees including refreshment, lunch and others.

## **B. Performance Monitoring**

### **1. Objective:**

The Representatives of the project authority and the Service Provider shall meet at the management level at least once every two months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

### **2. Work Progress Streaming, Record and Reports**

The service provide has to ensure online live streaming (e.g. Facebook Live, others) of every training class.

The service provider needs to produce three types of regular reports:

- Monthly work progress report: The service provider will submit work-progress report on a month by month basis in prescribed format including the batches and date details.
- Batch completion report: The service provider will submit batch completion report in prescribed format including the batches and date details.
- End-of-Contracts Reports: The service provider will submit contract completion report in prescribed format including the batches and date details.

### **3. Progress Meetings**

The Project Authority shall designate an officer/consultant from the Project office who is involved in managing projects.

Progress meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at ground level for day to day matters.

The scope of work of the designated officer shall be for:

- (a) reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon;
- (b) taking cognizance of complaints made by the Project Authority's representatives and action taken by the Service Provider;
- (c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) attending to other matters related to contractual obligations of the Service Provider.

Appropriate records of the Progress Meetings shall be kept by the officer Performance of Service Provider will be certified by this officer which shall be the basis for phase by phase payment to the Service Provider.