Government of the People's Republic of Bangladesh

Biding Document

For

Procurement of Non-consulting services

For

Organization & Implementation of Exposure Visit and Seminar in Abroad

Tender Package No : BMD-NS4

Bangladesh Weather and Climate Services Regional Project (Component-A) (1st revised)
Bangladesh Meteorological Department
Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh

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12 April 2022

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Section-I: Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS.**

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS.**

2. Source of Funds

2.1 The Borrower, as **defined in the BDS,** intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS,** towards the cost of the Project, **as defined in the BDS,** to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.

3. Corrupt or Fraudulent Practices

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. [1] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

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

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

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

attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

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

submission and contract performance and to have them audited by auditors appointed by the Bank.

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

4. Eligible Bidders

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

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

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

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

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

5. Qualification of the Bidder

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

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially

[4] For the purpose of these SBDs, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

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

correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last five years;

(c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to the Employer to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

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

(a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract

terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

(a) annual volume of Services of at least the amount **specified in the BDS;**

(b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;

(d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one

Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if applicable)
Section IX	Contract Forms

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

10. Clarification of Bidding Documents

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

11. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

12. Language of Bid

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

13. Documents Comprising the Bid

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

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

(b) Bid Security;

(c) Priced Activity Schedule;

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited;

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

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

14. Bid Prices

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

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

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

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

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

15. Currencies of Bid and Payment

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

(a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and

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

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

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

16. Bid Validity

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

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

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days

after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

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

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

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;

(d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

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

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

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34;

(ii) furnish a Performance Security in accordance with ITB Clause 35.

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

18. Alternative Proposals by Bidders

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

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

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are permitted in the BDS to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or the Terms of Reference) and Drawings, (Section VIII). In such case, the method for evaluating such alternatives will be as **indicated in the BDS.**

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "**ORIGINAL.**" In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS,** and clearly marked as "**COPIES.**" In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain **no alterations or additions**, except those to comply with instructions issued by the Employer, or as necessary to correct errors

made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

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

20.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address **provided in the BDS;**

(b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and

(c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL,**" as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

24.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the

Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

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

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

27. Examination of Bids and Determination of Responsiveness

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

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

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

28. Correction of Errors

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

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

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

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

or

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

30. Evaluation and Comparison of Bids

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

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

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

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

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

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

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

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

31. Preference for Domestic Bidders

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

F. Award of Contract

32. Award Criteria

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

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

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

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

34. Notification of Award and Signing of Agreement

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

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

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

34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.

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

35. Performance Security

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

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

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

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

36. Advance Payment and Security

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

37. Adjudicator

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

Section II. Bidding Data Sheet

Reference: Instructions to Bidders Clause

A. General	
1.1	The Employer is: Bangladesh Meteorological Department represented by the Project Director, Bangladesh Weather and Climate Services Regional Project (Component-A) (1st revised), Agargaon, Dhaka-1207, Bangladesh The name and identification number of the Contract is: Procurement of Non-consulting services for Organization & Implementation of Exposure Visit and Seminar in Abroad Assignment Period: July to November 2022 Contract Package N°: BMD-NS4
1.2	The Intended Completion Date is: 05 (five) Months from the date of signing the contract or subsequent issuance of work order.
2.1	The Borrower is: The People's Republic of Bangladesh The Project is: "Strengthening Meteorological Information Services and Early Warning Systems (Component-A) under Bangladesh Weather and Climate Services Regional Project (1st revised)" The Credit number is: IDA Credit # 5837-BD
5.2	Prequalification has not been undertaken.
5.3	The Qualification Information and Bidding Forms to be submitted are as follows: *As mentioned in the main texts of ITB 5.3 (a) to (i)*
5.4	Joint Ventures shall not be allowed.
5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows:
5.5 (a)	The required average annual volume/Turnover of Services for the firm shall be at least **Taka 2.50 Crore (BDT Two Crore and Fifty Lac)** within the best 3 (Three) years of last 05 (five) years.
5.5 (b)	The experience required to be demonstrated by the Bidder should include: (i) The General Experience as Contractor / Management Contractor **in managing Training Program / Tour Program / Exposure Visit shall be minimum 05 (Five) years,** years counting backward from the date of publication of IFB. (ii) The Specific Experience as a Prime Contractor in providing services of at least ONE contract of similar nature (that is Training Program Management in abroad/ Arrangement of Foreign Tour/ Managing Foreign Exposure Visit) with a value of at least of **Taka 1.80 Crore (BDT One Crore Eighty Lac)** shall be required within last 03 (three) years, years counting backward from the date of publication of IFB.

5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: The bidder must have the ability to make available logistic support necessary for conducting training/ exposure visit/ seminar program in abroad.
5.5(d)	Bidders must be able to provide qualified and experienced staff (with CV) as mentioned Appendix-C.
5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Firm shall be **Taka 50.00 Lac (BDT Fifty Lac).** Bidders must attach documentary evidence (both latest bank certificate on cash balance supported by bank statement and Letter of Commitment of Bank's undertaking for Line of Credit for this contract) of fulfilling this requirement.
5.5	Subcontractors' experience shall not be taken into account.
B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be: a. One complete set "**ORIGINAL**" and **one** complete set "**COPY**" of the bid document (hard copies) shall be submitted. b. The financial sections shall also be submitted in soft copy form (non-protected) in CD/DVD/USB Flash which shall be treated as ancillary to the bid for facilitating evaluation process only. In case of any difference between the contents of the soft and the hard copy, the contents of the hard copy shall prevail.
10.1	For requiring of clarification for the prospective bidders a Pre-bid conference shall be held on: Date: 27 April 2022, Time: 11:00 AM, Bangladesh Standard Time (GMT+6) Any clarification required by the prospective bidders shall be placed on or before the pre-bid conference. For Clarification of Bid purposes only, the Employer's address is: Office of the Project Director, Bangladesh Weather and Climate Services Regional Project (Component-A) Attention: Ahmed Arif Rashid Project Director, BWCSRP (Component-A), BMD, Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh Telephone: +880 2 48110705, Facsimile number: +880 2 48113333 Electronic mail address: PD: ahmedarifrashid@gmail.com DPD (Program): rashaduzzamanbmd@gmail.com

C. Preparation of Bids	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: 1. Written power of attorney of the signatory of the Bid to commit the Bidder 2. Registration of the firm with the Concern Authorities as Limited/ Private Limited/ Partnership/ Proprietorship Company supported by proven documents such as Certification of Incorporation/ Registration of the Firm 3. Updated Trade License, TIN Certificate, Tax Payment Certificate and BIN/ VAT Registration Certificate 4. Audited Financial Reports for at least three years over past five years 5. Latest Bank Solvency Certificate 6. All Bidders shall submit a declaration stating that the bidder firm has not been debarred by any organization and/or any contract of the bidder firm has not been terminated before the end of the contract period due to fraud or corruption. 7. CV of Contract Manager, Contract Supervisor and Program/ Tour Guide must be attached with the proposal.
14.4	The Contract is not subject to price adjustment.
15.1(a)	Price for all items of services and inputs shall be quoted in the following currencies: Local Currency Bangladesh Taka (BDT) and US$ as stated in the respective tables in the Priced Activity Schedule.
16.1	The period of Bid validity shall be **90 days** after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide a Bid Security in the form of **Bank Guarantee** in prescribed form or **Pay Order** from any scheduled bank of Bangladesh.
17.2	The amount of Bid Security shall be: in Bangladesh Taka (BDT) of amounting Taka **6,00,000.00 (BDT Six Lac) only.**
18.1	Alternative bids are not permitted.
18.2	Alternative times for completion are not permitted.
18.4	Alternative technical solutions are not permitted.
D. Submission of Bids	
20.2	The Employer's address for the purpose of Bid submission is: Hall Room (First Floor), BMD Head Quarter, Abhawa Bhaban, Bangladesh Meteorological Department, E-24, Agargaon, Dhaka-1207, Bangladesh. Attention: Ahmed Arif Rashid Project Director, BWCSRP (Component-A)
21.1	The deadline for submission of bids is: Time: 14:30 Hours, Bangladesh Standard Time (GMT+6) on 18 May 2022

E. Bid Opening and Evaluation	
24.1	Bids shall be publicly opened at: 15:00 Hours, Bangladesh Standard Time (GMT+6) on 18 May 2022 Venue of opening: Hall Room (First Floor), BMD Head Quarter, Abhawa Bhaban, Bangladesh Meteorological Department, E-24, Agargaon, Dhaka-1207, Bangladesh. *(Bidders and their authorized representatives are allowed to attend)*
29.1	Currency chosen for the purpose of converting to a common currency: Bangladesh Taka (BDT) **Source of exchange rate:** Bangladesh Bank **The date of the exchange rate is:** 10 Days before the deadline for submission of proposals
F. Award of Contract	
35.1	Performance Security of an amount of **10%** of the contract value in the form of Bank Guarantee in the Standard Form included herewith.
36.1	Payment in advance shall not be allowed.
37.1	The Adjudicator proposed by the Employer is Md. Zikrul Islam, Superintending Engineer, Roads and Highways Department. The hourly fee for this proposed Adjudicator shall be BDT 5,000.00 (Taka Five Thousand). The biographical data of the proposed Adjudicator is as follows: Engr. Md. Zikrul Islam, MCIPS is a Chartered Procurement Professional of CIPS, UK with extensive 24 (Twenty four) years experienced in Project Management, Procurement & Contract Management and Logistic Planning & Development in National and International context. He has vast experience in procurement of Goods, Works, Services and Non-Consulting Services both in National and International market approach. He is a national Procurement trainer in Public & Private Sector. He has master degree both in Procurement & Supply Management and Advanced Engineering Management. He is a renowned faculty of Public Procurement Management and MCIPS Qualifications course of BRAC University and Engineering Staff College Bangladesh.

Section III. Bidding Forms

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Service Provider's Bid

[date]

(***Typed on the original Letterhead of the Bidder***)

To: *[name and address of Employer]*

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

The Contract shall be paid in the following currencies:

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

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

[or]

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

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [*attach copy*]
Place of registration: [*insert*]
Principal place of business: [*insert*]
Power of attorney of signatory of Bid: [*attach*]

1.2 Total annual volume of Services performed in the last five years, in the internationally traded currency specified in the BDS.

1.3 Services performed as prime /Lead Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date as per the following table.

Project Name and Country	Name of employer and contact person	Types of Services provided and year of completion	Value of contract (in BDT)
(1)			
(2)			

*** Verifiable documentary evidence should be annexed --**

1.4. Date and venue of similar nature & size of Event Management Services provided by the firm. A List of information is to be furnished below (Refer to ITB-5):

Name of Event Management	Client Name with address and contact number	Venue & County	Date & Year of Event	Number of participants		Provided as Prime/Lead Firm
				Local	Foreign	
(1)						
(2)						

1.5. Qualifications and experience of key personnel including Event / Contract Manager proposed for administration and execution of the Contract. Attach biographical data (Refer to ITB -5) :

Proposed Position	Name	Academic background	Years of experience (general)	Years of experience in proposed position	Responsibilities to be assigned
(1)					
(2)					

1.6. Proposed Sub-contracts and firms involved (Refer to ITB-5):

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

1.7 Financial reports for the last five years: **balance sheets, profits and loss statement, auditors' report, Annual turnover, etc**. List and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: **cash in hand, lines of credit** etc. List and attach copies of support document. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3.

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

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

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

1.11 Statement of compliance with the requirements of ITB Sub-Clause 3.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings/lay out plan and charts, etc. as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

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

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

Letter of Acceptance

[Letterhead paper of the Employer]

[date]

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

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

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

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

or

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

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders

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

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[On a Non- judicial stamp paper of Tk. 300/=]

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

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "...(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

(c) the Employer has received [*or* has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or* a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or* Association] will be made only at the request of the Employer and upon approval by the Bank [*or* Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) the Letter of Acceptance;
(b) the Service Provider's Bid
(c) the Special Conditions of Contract;
(d) the General Conditions of Contract;
(e) the Specifications (or Terms of Reference);
(f) the Priced Activity Schedule; and

(g) the following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency - *Not Used*

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation - *Not Used*

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

   (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

_____

[Authorized Representative]

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

_____

[Authorized Representative]

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

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

_____

[name of member]

_____

[Authorized Representative]

_____

[name of member]

_____

[Authorized Representative]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated, in its official letterhead or a non-judicial stamp of Tk. 300.]

_____

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____

[signature(s)]

Bid Security (Bid Bond)

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

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, **authorized to transact business in** _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Oblige (hereinafter called "the Purchaser") in the sum of _____[6] _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

NOT APPLICABLE

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

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

(a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or

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

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

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

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

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

_____ _____

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

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

Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated, in his official letterhead.]

Date: _____
Bid No.: _____
Alternative No.: _____

To: _____

NOT APPLICABLE

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Signed: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

Section IV. Eligible Countries

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 2011, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

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

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines: **Israel.**

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines: **None.**

Part II – Activity Schedule

Section V. Activity Schedule

Priced Activity Schedule

N.B.:

i. Prices to be proposed by the Bidder must be presented in respective tables as stated below:

1. Table A: Program Development Fee
2. Table B: Institutional Fee
3. Table C: Air Fare and Visa Fee
4. Table D: DSA, Transit Charge and Terminal Charge
5. Table E: Summary of Price

ii. The Bidder must quote prices in Bangladeshi Taka (BDT) of all Items under Program Development Fee for respective country and group in table A.

iii. The Bidder must quote prices in BDT for Institutional Fee for respective country and group in table B; the quoted price is payable to the Institution/ Venue by the Bidder.

iv. The Bidder must quote prices in BDT for round trip Air Fare and Visa Fee for the participants in respective country in table C.

v. The pre-inputted prices in table D (in US$) are directly payable to the participants 05 days prior to the departure from Bangladesh. It is to be noted that the Bidder must pay these amounts to the participants in US$.

vi. These quoted prices in tables A, B, C and D must be inclusive of all costs of acquisition, delivery of goods/services, applicable local taxes/ VAT and any other charges as applicable.

vii. In any case, the Bidder is not allowed to change/ remove pre-inputted prices (in US$) in table D. Even if changes/ removals are found in the proposal, the Bidder will necessarily pay the amounts in US$ to the participants as stated in the table D under Priced Activity Schedule of Bidding Document during contract execution.

viii. The Bidder is responsible to fill up table E (Summary of Price) with respective totals taking from the tables A, B, C and D, without changing the total as mentioned in Table D.

ix. Price quoted by the Bidder must not be changed for any reason during the contract period.

x. Stated Countries, Institution/ Venue, No. of Participants, Group, Duration and Schedule may change by the competent authority of BMD, but within the contract values/ proposed prices by the Bidder.

xi. There are 35 officers to be participated in the Exposure Visit & Seminar program in abroad, of which 10 officers are of Category Ka and rest 25 officers are of Category Kha as per GoB rules.

Table A: Program Development Fee

Institution/ Venue of Exposure Visit & Seminar: Ref. Section 4 of Description of Service (Appendix – A)

Number of Participants: 05 Participants in each Group

Duration of Exposure Visit & Seminar: 10 Days (excluding travel time)

S.L.	Items under Program Development Fee/ Country/ Group	Cost in BDT							Total in BDT
		UK	UK	USA	USA	China	Japan	France	
		EV # Group 1	EV # Group 2	EV # Group 3	EV # Group 4	EV # Group 5	Seminar # Group 1	Seminar # Group 2	
A	*B*	*C*	*D*	*E*	*F*	*G*	*H*	*I*	*K = Sum (C to I)*
1	Management cost of the Bidder Firm								
2	Tour material including Travel Suitcase (President 26-inch Hard Case travel luggage on 4-Wheels Suitcase with fibre body, TSA Lock), Standard Blazer (as per BMD choice) of Mixed wool with Raymond or equivalent, Cote pin (as per BMD choice), Tie (as per BMD choice), Power Bank (10000mAh), Office Bag/ Back Pack, Notebook, Pen, Tour Presentation, Hand out, Pen Drive 32GB etc.								
3	Covid-19 PCR test								
4	Health & travel insurance cost								

S.L.	Items under Program Development Fee/ Country/ Group	Cost in BDT							Total in BDT
		UK	UK	USA	USA	China	Japan	France	
		EV # Group 1	EV # Group 2	EV # Group 3	EV # Group 4	EV # Group 5	Seminar # Group 1	Seminar # Group 2	
A	*B*	*C*	*D*	*E*	*F*	*G*	*H*	*I*	*K = Sum (C to I)*
5	Land surface transport (Hotel to Institution to Hotel) and Airport pick-up & drop (AC transport service)								
6	Cost for visits to places of selected education and cultural interest (sightseeing) within destination city (including AC transport service, meal and other charges as necessary)								
7	Other costs								
	Total (in BDT)	*Sum (C1:C7)*	*Sum (D1:D7)*	*Sum (E1:E7)*	*Sum (F1:F7)*	*Sum (G1:G7)*	*Sum (H1:H7)*	*Sum (I1:I7)*	
	Total Program Development Fee (in BDT)								

It is to be noted that other costs include the followings:

1. Cost for meet and greet at airport in destination countries
2. Cost for SIM Card in destination countries
3. Cost for Surgical Musk, Temperature Measuring Instrument, Hand Sanitizer & health care items as required in the respective destination country considering Covid-19 situation
4. Welfare guide and program logistics cost
5. Cost for Program Guide (to be available on arrival up to departure in destination countries)
6. Any unforeseen cost etc.

Table B: Institutional Fee

Institution/ Venue of Exposure Visit & Seminar: Ref. Section 4 of Description of Service (Appendix – A)

Number of Participants: 05 Participants in each Group

Duration of Exposure Visit & Seminar: 10 Days (excluding travel time)

S.L.	Items/ Country/ Group	Cost in BDT							Total in BDT
		UK	UK	USA	USA	China	Japan	France	
		EV # Group 1	EV # Group 2	EV # Group 3	EV # Group 4	EV # Group 5	Seminar # Group 1	Seminar # Group 2	
A	*B*	*C*	*D*	*E*	*F*	*G*	*H*	*I*	*K = Sum (C to I)*
1	Program development cost (Resource person's honorarium, Program coordination fee, Venue cost, Tuition/ Institutional fee, Cost for use of facility and associated support services provided by Institution etc.)								
2	Any other cost regarding Tuition/ Institutional Fee								
	Total (in BDT)	*Sum (C1:C2)*	*Sum (D1:D2)*	*Sum (E1:E2)*	*Sum (F1:F2)*	*Sum (G1:G2)*	*Sum (H1:H2)*	*Sum (I1:I2)*	
	Total Institutional Fee (in BDT)								

Table C: Air Fare and Visa Fee

S.L.	Destination Country/ City	Group	No. of Participants	Travel Class	Round trip air ticket (in BDT)	Visa Fee (in BDT)
1	UK	EV # Group 1	5	Economy		
2	UK	EV # Group 2	5	Business		
3	USA	EV # Group 3	5	Economy		
4	USA	EV # Group 4	5	Business		
5	China	EV # Group 5	5	Economy		
6	Japan	Seminar # Group 1	5	Economy		
7	France	Seminar # Group 2	5	Economy		
					Total Airfare:	**Total Visa Fee:**

Table D: DSA, Transit Charge and Terminal Charge

As per GoB rules, the Daily Subsistence Allowance (DSA), Transit Charge and Terminal Charge for the participants are stated below.

S.L.	Destination Country	Group	No. of Participants	Category	Days	DSA	Sub Total	Transit Charge	Terminal Charge	Total
A	*B*	*C*	*D*	*E*	*F*	*G*	*H = D x F x G*	*I*	*J*	*K = H + I + HJ*
1	UK	EV # Group 1	5	Kha	10	$231.00	$11,550.00	$231.00	$46.20	$11,827.20
2	UK	EV # Group 2	5	Ka	10	$263.00	$13,150.00	$263.00	$52.60	$13,465.60
3	USA	EV # Group 3	5	Kha	10	$231.00	$11,550.00	$231.00	$46.20	$11,827.20
4	USA	EV # Group 4	5	Ka	10	$263.00	$13,150.00	$263.00	$52.60	$13,465.60
5	China	EV # Group 5	5	Kha	10	$231.00	$11,550.00	$231.00	$46.20	$11,827.20
6	Japan	Seminar # Group 1	5	Kha	10	$231.00	$11,550.00	$231.00	$46.20	$11,827.20
7	France	Seminar # Group 2	5	Kha	10	$231.00	$11,550.00	$231.00	$46.20	$11,827.20
Total of DSA, Transit Charge and Terminal Charge										**$86,067.20**
Eighty Six Thousand and Sixty Seven point two zero US Dollar										

Note:

1. The Bidder is not allowed to change/remove any US$ amount as stated in this Table D.
2. The participants for the **Exposure Visit & Seminar program in abroad** are of category Ka and Kha as per GoB rules.
3. The Bidder will pay the above mentioned fixed amount in US$ (including DAS, Transit Charge and Terminal Charge) of non-comprehensive rate as per GoB rules to the participants.
4. There are 04 transits (@ 25% of DSA) for the participants.
5. There are 02 terminal charges (@ 10% of DSA) for the specified countries.

Table E: Summary of Price

S.N.	Price Tables	Currency	Total Quoted Price
1	Table A: Program Development Fee	BDT	
2	Table B: Institutional Fee	BDT	
3	Table C: Air Fare and Visa Fee	BDT	
4	**Total (Sum 1 to 3)**	**BDT**	
5	**Total in word:**		
6	Table D: DSA, Transit Charge and Terminal Charge	US$	**$86,067.20**
7	Grand Total in BDT (Sum 4 and 6)	BDT	***[To be determined during evaluation stage]***

Note:

1. The Bidder is not allowed to remove/change quoted price $86,067.20 as mentioned in Row #6.
2. Exchange rate of US$ shall be considered as per the clause 29.1 as in Bidding Data Sheet.
3. Grand total shall be determined during evaluation stage.
4. Grand Total shall be considered as the total price of package Exposure Visit and Seminar in Abroad (BMD-NS4) and considered as the Contract Value of Package BMD-NS4.

Name of Bidder: *[insert complete name of Bidder]*

Signature of Bidder: *[signature of person signing the Bid]*

Date: *[insert date]*

Part III – Conditions of Contract and Contract Forms

Section VI : General Conditions of Contract
Section VII : Special Conditions of Contract
Section VIII : Performance Specifications and Drawings
Section IX : Contract Forms

Section VI. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.

(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

(c) "Association" means the International Development Association, Washington, D.C., U.S.A.;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

(h) "Employer" means the party who employs the Service Provider

(i) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(j) "GCC" means these General Conditions of Contract;

(k) "Government" means the Government of the Employer's country;

(l) "Local Currency" means the currency of the country of the Employer;

(m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their

behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer

(t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

(u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4

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

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

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

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the Bank The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.

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

2 Commencement, Completion, Modification and Termination of Contract

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

2.2 Commencement of Services

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

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

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

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

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance

of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Employer

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

(a) *if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;*

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

(i) "corrupt practice"[7] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[8] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[9] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[10] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the Service Provider

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

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

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

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

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

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

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

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

(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

(b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

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

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

(c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

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

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

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be specified in the SCC.

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

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

3.8.3 Lack of performance penalty

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

3.9 Performance Security

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

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

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

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities stated under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in local currency is set forth in the SCC.

(b) The price payable in foreign currency is set forth in the SCC.

6.3 Payment for Additional Services, and Performance

6.31 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

Incentive Compensation

6.32 If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the

country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

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

8.1 Amicable Settlement

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Piece of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in The People's Republic of Bangladesh".
1.1(a)	**The Adjudicator is:** Md. Zikrul Islam, Superintending Engineer, Roads and Highways Department.
1.1(e)	The contract name is: Procurement of Event Management for Organization & Implementation of Exposure Visit and Seminar in Abroad
1.1(h)	**The Employer is**: Bangladesh Meteorological Department represented by the Project Director, Bangladesh Weather and Climate Services Regional Project (Component-A) (1st revised), Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh
1.1(m)	The Member in Charge is: N/A
1.1(p)	The Service Provider is:
1.2	The Applicable Law is: Laws of Bangladesh
1.3	The language is: **English**
1.4	**The addresses are:** Employer: Bangladesh Meteorological Department represented by the Project Director, Bangladesh Weather and Climate Services Regional Project (Component-A) (1st revised), Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh **Attention:** Ahmed Arif Rashid Project Director, BWCSRP (Component-A), BMD, Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh Telephone: +880 2 48110705, Facsimile number: +880 2 48113333 Electronic mail address: ahmedarifrashid@gmail.com **Service Provider**: …….. …….. Attention: Telephone: Facsimile: Email:
1.6	The Authorized Representatives are: For the Employer: Ahmed Arif Rashid, Project Director, BWCSRP (Component-A), BMD

	For the Service Provider:
2.1	The date on which this Contract shall come into effect is: Date of Contract Signing or as mentioned in subsequent work order to be issued to the Service Provider.
2.2.2	The Starting Date for the commencement of Services is: Within 7 (seven) days of Contract Signing date or Issuance of order for commencement of services. (This would be determined during contract signing).
2.3	The Intended Completion Date is: 30 November 2022.
3.2.3 (c)	Activities prohibited after termination of this Contract are: Transferring any information documentarily or otherwise and any personal information of any person who received any services from the Contractor or any of its staffs.
3.4	The risks and coverage by insurance shall be: (i) Third Party liability shall be as per existing law of Bangladesh (ii) Employer's liability and workers' compensation as per current practice in Bangladesh (iii) Professional liability 5% (five percent) of contract value. (iv) Loss or damage to equipment and property as per current practice in Bangladesh
3.5(d)	The other action is change of personnel/staffs during on-going program shall need approval from the Employer, that is, Change of personnel/staffs during on-going program shall be as per the consent of the Competent Authority of BMD.
3.7	Restrictions on the use of documents prepared by the Service Provider are: • Publication or disclosure to a third party any data or information in any form relating to this project • All books of accounts, registers and files made for the purpose of this contract by any third party
3.8.1	The liquidated damages rate is 0.01% of the Contract Price per day. The fixed date and time of program/ visit/ meeting must not be delayed or changed by the Service Provider. The maximum amount of liquidated damages for the whole contract is 10% (ten percent) of the Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is 10% of the cost of having the defect corrected/ remedial action taken.

5.1	The assistance and exemptions provided to the Service Provider are: Access shall be provided to all relevant facilities.
6.2(a)	The amount in local currency is:
6.2(b)	The amount in foreign currency or currencies is:
6.3.2	The performance incentive: N/A
6.4	Payments shall be made according to the following terms and conditions: Payment shall be made after completion of particular group of Exposure Visit and Seminar program in abroad (Ref. to Appendix-A for tentative Schedule of Program) on submission of bill by the Bidder according to the group wise cost to be determined in Breakdown of Contract Price in Local Currency (Appendix E of the Bidding Document) during contract signing stage. It is to be noted that: 1) the Project Authority can change Schedule of Program depending on availability of participants, Covid-19 situation, financial progress and other considerations during execution of the Contract. 2) in accordance with Reschedule of Program, payment shall be made after completion of respective group. 3) payment shall be made on the basis of successful completion of Exposure Visits and Seminars program of respective group supported by Acceptance Letter issued by the competent authority of BMD. 4) all applicable VAT/taxes shall be deducted from the invoices as per Government rules. 5) the procuring entity reserves the right to cancel full or part thereof the amounts from the invoice to be billed for payment of particular supply/services if the tasks are NOT performed with due attention to quantity, quality, timeliness.
6.5	Payment shall be made within **twenty one** days of receipt of the invoice and the relevant documents. The interest rate on delayed payment is: 0.01% per day.
6.6.1	Price adjustment: N/A
7.1 & 7.2	The principle and modalities of inspection of the Services by the Employer are as follows: • Feedback collection by BMD authority from participants during visit and execution of Exposure Visits and Seminars program.

	• Any material deviation in providing services/ inputs by the Service Provider as compared to those in contract commitment to be addressed by BMD officials. Note: For dissatisfied feedback and any material deviation, the Employer shall notify the Service Provider to improve their service, or even Penalty for Lack of Performance to be calculated and applied on billed amount. The Defects Liability Period is: N/A
8.2.3	The Adjudicator is: Md. Zikrul Islam, Superintending Engineer, Roads and Highways Department.
8.2.4	The arbitration procedures of Bangladesh (The Arbitration Act 2001) shall be used.
8.2.5	The designated Appointing Authority for a new Adjudicator: President, FBCCI

Section VIII. Performance Specifications and Drawings

The assignment contains 07 groups for Exposure Visits and Seminars program in abroad. So, maintaining time and execution of such Exposure Visits and Seminar in programs abroad as per agreed schedule are essential for the contract performance. The bidder must maintain strict timeline to arrange all items/deliverables and to ensure services as required as per contract; otherwise, the liquidity damage shall be applied.

Section IX. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Bank Guarantee for Performance Securit (Unconditional).....63

Bank Guarantee for Advance Payment.....64

Bank Guarantee for Performance Security (Unconditional)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated, in its official letterhead or a non-judicial stamp of Tk. 300.]

To: _____ (Name and address of Purchaser)

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

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

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

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

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

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

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

Signature and seal of the Guarantor ___

Name of Bank _____

Address _____

Date _

Bank Guarantee for Advance Payment
(Not Used)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated, in its official letterhead or a non-judicial stamp of Tk. 300.]

To: _____

Gentlemen:

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

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

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

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

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____
Address: _____
Date: _____

Appendices

Appendix – A: Description of Services & Terms of Reference

Appendix – B: Schedule of Payments

Appendix – C: Key Personnel and Subcontractors

Appendix – D: Breakdown of Contract Price in Foreign Currency (ies): Not Used

Appendix – E: Breakdown of Contract Price in Local Currency

Appendix – F: Services and Facilities provided by the Employer

Appendix – G: Performance Incentive Compensation: Not Used

Appendix – A
Description of Services

1. Background

The People's Republic of Bangladesh has received financing credit from the International Development Agency (IDA) towards the cost of the Bangladesh Weather and Climate Services Regional Project (Component-A) (1st revised)" being implemented by the Bangladesh Meteorological Department (BMD) under the Ministry of Defence.

To strengthen government capacity to deliver effective weather & climate information services and improve the quality & access to such services in priority sectors and communities, under the BWCSRP (Component-A), a series of overseas programs have been kept for capacity enhancement and skills development of the officials of Bangladesh Meteorological Department (BMD), Ministry of Defense (MoD) and Planning Commission.

As per Revised Development Project Proposal (RDPP), a total of 35 (thirty-five) persons are to travel to overseas countries for attending exposure visits & seminars, of which 10 officers are of Category Ka and rest 25 officers are of Category Kha as per GoB rules. The officials to be participated are from MoD, BMD & Planning Commission.

The implementing agency – BMD now intends to apply part of the proceeds for non-consulting services Organization & Implementation of Exposure Visit and Seminar in Abroad (BMD-NS4).

2. Description of the Exposure Visit and Seminar in Abroad

Description of Exposure Visits in Abroad

The purpose of exposure visit and seminar is to learn & gather knowledge about the usage of modern technologies and scientific approaches that the developed countries adapt to address the global impact of weather and climate, and also warning and gradual changes in weather / climate patterns caused by climate change issues. The knowledge gained from the foreign visit can be replicated to the Bangladesh context;

Objective of the exposure visit has been identified in the form of macro-level and micro-level. Based on participants experience, Bangladesh scenario and updated information of destination country, the exposure visit will be tailor-made. A tailored exposure visit ensures that there is maximum learning and on-going linkage benefit. It will be ensured that at the end of the exposure visit, the participants are able to measure the organization services and processes, to establish targets, priorities and improvements, leading to competitive advantage and international best practice. It will be ensured that the program is developed with specific outcomes in mind. The exposure visit program methodology and schedule will be devised based on the conceptual-level and cognitive-level expectations;

Relevant field visits will provide the participants knowledge of new concepts, approaches, and methodologies related to the program topic. The field visits will mainly involve observational study and discussions sessions. During the field visits informative brochures and study materials will be provided;

The exposure visit will specifically focus on the program topic. The participants will be introduced to new concepts in the program topic area that will be useful, practical and innovative. The learning process will be interactive and participative in nature. It will be ensured that the program development is realistic and relevant. Learning processes will include experience sharing meetings, and experiential learning. All programs will be participatory, interactive and relevant to the participants' specific requirements. Experience-sharing meetings will be organized with similar level officials of destination country.

Description of Seminars in Abroad

We shall look for Seminars to learn & gather knowledge about the usage of modern technologies and scientific approaches that the developed countries adapt to address the global impact of weather and climate, and also warning and gradual changes in weather / climate patterns caused by climate change issues;

These Seminars will be off-the-shelf programs of reputed Meteorological Departments. Relevant seminars will provide the participants knowledge of new concepts, approaches, and methodologies related to the program topic. During the seminar, informative brochures and study materials will be provided.

Objective of the Exposure Visit and Seminar

The exposure visits & seminars are expected to provide 03 learning outcomes. Intended outcomes will be:

a) To get experience & learn about the usage of modern technologies and scientific approaches that the developed countries adapt to address the global impact of weather and climate;
b) To learn about gradual changes in weather / climate patterns caused by climate change issues;
c) To get introduced to new concepts in the field of weather & climate and learn hands-on skills.

3. Participant and Duration

A total of 35 (thirty-five) participants will avail the program in 07 (seven) groups, i.e. five (05) participants per group.

There will be five (05) groups having a total of 25 participants in the Exposure Visits and two (02) groups having a total of 10 participants in the Seminars. Duration is mentioned below:

S.N.	Group No.	Country	Participant	Category	Duration Exposure Visits and Seminar (Excluding travel time)
1	EV # Group 1	UK	05	Kha	10 days
2	EV # Group 2	UK	05	Ka	10 days
3	EV # Group 3	USA	05	Kha	10 days
4	EV # Group 4	USA	05	Ka	10 days
5	EV # Group 5	China	05	Kha	10 days
6	Seminar # Group 1	Japan	05	Kha	10 days
7	Seminar # Group 2	France	05	Kha	10 days

4. Countries/ Universities/ Institutions/ Organizations for Exposure Visits and Seminars in Abroad

The proposed countries for exposure visits and seminars are UK, USA, China, Japan and France that are using technologies & scientific approaches that are more advanced compared to those using in Bangladesh. The programs will be organized and implemented in government departments, government and non-government agencies, reputed universities doing research activities & involved with weather and climate interventions of the destination country.

The venue of Exposure Visit & Seminar will most likely be:

Country	Institution/ Venue of Exposure Visit & Seminar
UK	UK Met Office; Department of Meteorology, University of Reading
USA	New Wave People, Inc., New Jersey, USA; National Water and Climate Center, Portland, Oregon, USA
China	China Meteorological Administration (CMA)
Japan	Japan Meteorological Agency (JMA)/ Meteorological Research Institute (MRI)
France	Meteo France International (MFI)

The ground of selecting the mentioned Countries/ Universities/ Institutions/ Organizations to provide the exposure visits & seminars on this subject is based on three (03) rationale to cite:

a) The selected countries have excelled in the management & administration of the interventions that BWCSRP (Component-A) has undertaken and the visits will provide meaningful insights;
b) These countries use modern technologies and scientific approaches that addresses the global impact of weather and climate;
c) These countries have better understanding of warning and gradual changes of weather / climate patterns caused by climate change issues and have taken steps and approaches from which BMD and Bangladesh can learn.

5. Topic Details of Exposure Visit and Seminar in abroad

Usage of modern technologies and scientific approaches that the developed countries adapt to address the global impact of weather and climate, and also warning and gradual changes in weather / climate patterns caused by climate change issues.

6. Schedule of Program

It is intended to start program from 1st week July 2022 & all programs are expected to be completed within November 2022. Each program duration will be 10 days inclusive travel time. Implementation dates are subject to Covid-19 situation prevailing in Bangladesh and destination countries.

Tentative schedule for exposure visits and seminars in abroad is mentioned below:

Group No.	Tentative Start	Tentative End
EV # Group 1	04 July 2022	13 July 2022
EV # Group 2	25 July 2022	03 August 2022
EV # Group 3	22 August 2022	31 August 2022
EV # Group 4	05 September 2022	14 September 2022
EV # Group 5	19 September 2022	28 September 2022
Seminar # Group 1	03 October 2022	12 October 2022
Seminar # Group 2	24 October 2022	02 November 2022

It is to be noted that schedule of above groups shall be finalized after contract signing and during approval of work plan/ inception report by the competent authority of BMD.

7. Special Instructions for the Bidder Firm

The Bidder is responsible to follow the following services/ inputs:

1. Prepare a detailed work plan/ inception report (including revised Schedule of Program) and submit to the Project Office for approval;
2. Follow the revised Schedule of Program after approval by the competent authority of BMD;

3. Note Verbal and Visa: The Bidder will liaise with the Ministry of Foreign Affairs and concerned Embassy/ High Commission for issuance of Note Verbal and Visa respectively for the participants.
4. Liaison with Bangladesh Mission in Overseas: The Bidder will work in the foreign country under supervision and guidance of the Bangladesh Mission in the respective country.
5. Pay due attention to the guidance/ instruction provided by the Employer for improving the quality of the Exposure Visits and Seminars program in abroad.
6. Change in plan/ program schedule due to any unavoidable situation must be agreed upon by the Bidder at the earliest.
7. Working Lunch: To be provided on all working days for the participants during execution of Exposure Visits and Seminars program in abroad.

8. Obtain offer/ invitation letter for each group/ participant from the relevant authorities of the specified institutions where Exposure Visits/ Seminars will be taken place;
9. Collect details schedule of Exposure Visits and Seminars program in abroad from institutions and submit to the Project Office;
10. Process visa for the participants and ensure necessary payment to obtain visa;

11. Purchase air tickets (of specified travel class with direct route flight) for the participants;

12. Pay fixed amount in US$ for DAS, Transit Charge and Terminal Charge (as stated in Table D of Priced Activity Schedule) to the participants 05 days prior to the departure from Bangladesh;
13. Provide tour materials including Travel Suitcase (President 26-inch Hard Case travel luggage on 4-Wheels Suitcase with fibre body, TSA Lock), Standard Blazer (as per BMD choice) of Mixed wool with Raymond or equivalent, Cote pin (as per BMD choice), Tie (as per BMD choice), Power Bank (10000mAh), Office Bag/ Back Pack, Notebook, Pen, Tour Presentation, Hand out, Pen Drive 32GB etc. one week before departure from Dhaka;

14. Arrange item for addressing Covid-19 such as Surgical Musk for each person, temperature measuring instrument, Hand Sanitizer & health care items as required in the respective country;
15. Considering Covid-19, ensure social distancing and follow Covid-19 rules/ practices of respective countries for everyone involved in the Exposure Visits and Seminars program in abroad;

16. Arrange an experienced Contract Manager and Contract Supervisor fluent in English for execution of the assignment;
17. Also Arrange an experienced Program/ Tour Guide fluent in English for each group in the destination country;

18. Organize pre-departure orientation sessions for the participants at Dhaka immediate before commencing the program;
19. Arrange vehicle (AC Micro Bus) transport service to Airport at Dhaka for the participants;
20. Get the participants of particular group together and organize them at Airport at Dhaka at the start of the visit and assist the participants in embarkation/ boarding;
21. Assist in departure from airport and disembarkation after landing to destination country;
22. Arrange pickup from airport and drop to hotel in destination country in AC transport bus service;

23. Book hotel rooms of concerned category of the participants in consultation with the participants;
24. Assist participants for better accommodation/ hotel;
25. Ensure all types of cooperation to the participants to attend and complete the Exposure Visits and Seminars in abroad;
26. Closely liaise and monitor all aspects of program to ensure desired learning of the participants;
27. Promptly address any emerging concerns/ issues and take necessary measure to resolve the issues in timely manner so as to ensure smooth continuation of program;
28. Report involvement and progress of the participants to the Project Office on regular basis;

29. Arrange meeting and discussion sessions (as required) in destination country;
30. Arrange field visit programs to acquire practical knowledge;
31. Arrange visit to relevant office/ organization in the destination country for experience sharing, open discussion, knowledge gathering etc.
32. Arrange visit to educational, cultural & historical sites for the participants in destination country;
33. Arrange all land surface local transport (AC transport service) during execution of Exposure Visits and Seminars program in abroad;
34. Finish entire Exposure Visits and Seminars program in abroad within the stipulated time as agreed by both Project Office and the Bidder;

35. Arrange pickup from hotel/ residence and drop to airport in destination country in AC transport bus service;
36. Arrange all pre-departure and related activities in destination country to arrive Dhaka;
37. Arrange transport (AC transport service) from airport to residence of the participants at Dhaka;
38. Compile feedback of the participants about the program and services provided by the Bidder;
39. Submit final report after completion of Exposure Visits and Seminars program in abroad;

8. Personnel Requirements

The Firm shall have adequate personnel and skilled/trained operating & management staffs. The firm shall provide personnel (with CV) as mentioned in Appendix-C enclosed herewith. The firm in their bid proposal must mention necessary personnel for execution of the assignment; however such personnel shall require approval from BMD during execution.

Appendix – B
Schedule of Payments

Payments shall be made according to the following terms and conditions:

Payment shall be made after completion of particular group of Exposure Visit and Seminar program in abroad (Ref. to Appendix-A for tentative Schedule of Program) on submission of bill by the Bidder according to the group wise cost to be determined in Breakdown of Contract Price in Local Currency (Appendix E of the Bidding Document) during contract signing stage.

It is to be noted that:

1. the Project Authority can change Schedule of Program depending on availability of participants, Covid-19 situation, financial progress and other considerations during execution of the Contract.
2. in accordance with Reschedule of Program, payment shall be made after completion of respective group.
3. payment shall be made on the basis of successful completion of Exposure Visits and Seminars program of respective group supported by Acceptance Letter issued by the competent authority of BMD.
4. all applicable VAT/taxes shall be deducted from the invoices as per Government rules.
5. the procuring entity reserves the right to cancel full or part thereof the amounts from the invoice to be billed for payment of particular supply/services if the tasks are NOT performed with due attention to quantity, quality, timeliness.

Appendix – C
Key Personnel and Subcontractors

Qualification/ Experience of required Key Personnel are as follows:

Position	Qualification / Experience
i. Contract Manager	Minimum graduation with: a. at least 05 (five) years of experience in managing similar nature of service; b. excellent communication skill and capability to manage team consisting of local and foreign people; c. excellent speaking and writing skills in both English and Bangla;
ii. Contract Supervisor	Minimum graduation with: a. at least 05 (five) years of experience in supervising similar nature of service; b. excellent communication skill and capability to manage local and foreign people; c. excellent speaking and writing skills in both English and Bangla;
iii. Program/ Tour Guide	Minimum graduation with: a. at least 05 (five) years of experience in similar nature of service; b. excellent communication skill and capability to understand local culture of respective countries; c. excellent speaking and writing skills in both English and Bangla;

Appendix – D
Breakdown of Contract Price in Foreign Currency
(Not Applicable)

Appendix – E
Breakdown of Contract Price in Local Currency

(Group wise cost in respective countries)

S.L.	Destination Country	Group	Program Development Fee (in BDT)	Institutional Fee (in BDT)	Round trip air ticket (in BDT)	Visa Fee (in BDT)	DSA, Transit Charge and Terminal Charge	Total: Country/ Group wise Cost (in BDT)
A	*B*	*C*	*D*	*E*	*F*	*G*	*H*	*I = Sum (D to G) + H x Exchanger Rate*
1	UK	EV # Group 1					$11,827.20	
2	UK	EV # Group 2					$13,465.60	
3	USA	EV # Group 3					$11,827.20	
4	USA	EV # Group 4					$13,465.60	
5	China	EV # Group 5					$11,827.20	
6	Japan	Seminar # Group 1					$11,827.20	
7	France	Seminar # Group 2					$11,827.20	
							Grand Total:	

Note:

1. This table shall be filled up during contract signing stage from the evaluate prices in tables A, B and C under Priced Activity Schedule of the successful Bidder.
2. Exchange rate of US$ shall be considered as per the clause 29.1 as in Bidding Data Sheet.

Appendix – F
Services and Facilities Provided by the Employer

The Employer shall provide the following services and facilities:

1. The Employer shall engage counterpart officers to approve plan and monitor & oversight the activities under assignment.
2. The Employer shall assist the personnel of the Bidder to develop necessary plan, schedule, correspondence etc.
3. The Employer shall intimate the Firm about specific requirement of Exposure Visits and Seminars program at least 05 days prior to the commencement.
4. The Employer shall ensure regular payment as per stated terms and conditions.
5. The Employer shall nominate BMD Personnel for the Exposure Visits and Seminars program in abroad and ensure government clearance/ GO/ Note Verbal in time.
6. The Employer shall correspondence with the Institution whenever required.
7. The Employer shall provide necessary instruction/ guidance to the Firm time to time for improving the quality of the program.
8. The Employer shall reschedule the Exposure Visits and Seminars program whenever required.

Appendix – G
Performance Incentive Compensation

(Not Applicable)

---------- End of Document ---------

Government of the People's Republic of Bangladesh
Office of the Project Director
Strengthening Meteorological Information Services and Early Warning Systems (Component-A) (1st Revised)
Bangladesh Meteorological Department
E-24, Agargaon, Dhaka-1207, Bangladesh

Invitation for Bids (Non-Consulting Services)

1.	Ministry/Division	Ministry of Defence			
2.	Agency	Bangladesh Meteorological Department (BMD)			
3.	Procuring Entity Name	Project Director, Strengthening Meteorological Information Services and Early Warning Systems (Component-A) under Bangladesh Weather and Climate Services Regional Project (1st Revised)			
4.	Procuring Entity District	Dhaka			
5.	Invitation for	Procurement of Non-consulting services for Organization & Implementation of Exposure Visit and Seminar in Abroad			
6.	IFB Ref. No.& Date	23.09.0000.090.07.059.22.**716**, Date: 12 April 2022			
7.	Procurement Method	National Open Tendering Method (NOTM)			
8.	Budget & Source of Funds	Development Budget & IDA (World Bank)			
9.	Tender Package No.	BMD-NS4			
10.	Pre-bid Meeting	27 April 2022, Time: 11:00 AM, Bangladesh Standard Time (GMT+6)			
11.	Tender Publication Date	12 April 2022			
12.	Tender Last Selling Date	17 May 2022 (During office hour)			
13.	Tender Submission Last Date and Time	18 May 2022 up to 2.30 PM			
14.	Tender Opening Date and Time	18 May 2022 at 3.00 PM			
15.	Name & Address of the office(s)				
a)	Selling Tender Document	Project Office, BWCSRP (Component-A), Planning Division (4th floor), Room # 509, Bangladesh Meteorological Department, Abhawa Bhaban, E-24, Agargaon, Dhaka-1207. Telephone: +880 2 48111196 E-mail: ahmedarifrashid@gmail.com , pdbwcsrp@bmd.gov.bd			
b)	Receiving Tender Document (Principal place)	Meeting Room (5th Floor), BMD Headquarters, Bangladesh Meteorological Department, Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh.			
c)	Place of Tender Opening	Meeting Room (5th Floor), BMD Headquarters, Bangladesh Meteorological Department, Abhawa Bhaban, E-24, Agargaon, Dhaka-1207, Bangladesh. (Bidders and their authorized representatives are allowed to attend.)			
16.	Eligibility of Bidder	1. The General Experience as Contractor / Management Contractor in managing Training Program / Tour Program / Exposure Visit shall be minimum 05 (Five) years, years counting backward from the date of publication of IFB. 2. The Specific Experience as a Prime Contractor in providing services of at least ONE contract of similar nature (that is Training Program Management in abroad/ Arrangement of Foreign Tour/ Managing Foreign Exposure Visit) with a value of at least of Taka 1.80 Crore (BDT One Crore Eighty Lac) shall be required within last 03 (three) years, years counting backward from the date of publication of IFB. 3. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Firm shall be Taka 50.00 Lac (BDT Fifty Lac). Bidders must attach documentary evidence (both latest bank certificate on cash balance supported by bank statement and Letter of Commitment of Bank's undertaking for Line of Credit for this contract) of fulfilling this requirement. 4. The required average annual volume/Turnover of Services for the firm shall be at least Taka 2.50 Crore (BDT Two Crore and Fifty Lac) within the best 3 (Three) years of last 05 (five) years.			
17.	Brief Description of Non-Consulting Service	Exposure Visit and Seminar in Abroad to gather knowledge on modern technologies and scientific approaches used in meteorology.			
18.	Place of Performance	Location	Price of Bidding Document Tk.	Tender Security Amount (Tk.)	Completion Time
		As per Bid Document	3,500.00 (Three Thousand Five Hundred)	6,00,000.00 (Six Lac)	05 Months
	Procuring Entity Details:				
19.	Name of Officer Inviting Bids	Ahmed Arif Rashid			
20.	Designation of Official Inviting Bid	Project Director, BWCSRP (Component-A)			
21.	Address of Official Inviting Bid	Office of the Project Director, BWCSRP (Component-A), Bangladesh Meteorological Department, E-24, Agargaon, Dhaka-1207. Telephone: +880-2-48111196, E-mail: ahmedarifrashid@gmail.com , pdbwcsrp@bmd.gov.bd			
22.	**The Procuring entity reserves the right to accept or reject all bids without assigning any reason whatsoever.**				

12.4.2022

(Ahmed Arif Rashid)
Project Director