



International
Labour
Organization

REQUEST FOR PROPOSAL

***Hiring Firm/Organization for Strengthening Employment Support
Services (ESS) in 52 TVET institutes in Bangladesh***

Ref. No.: RFP-ILO-SKILLS-2021-003

Responses to be received by 08 April 2021



2021

Subject: Procurement of Hiring Firm/Organization for Strengthening Employment Support Services (ESS) in 52 TVET institutes in Bangladesh.

Request for Proposal (RFP) N°: RFP-ILO-SKILLS-2021-003

Date: 11/03/2021

Dear Sir/Madam,

The International Labour Office (hereinafter the “ILO”) is pleased to invite your company to submit a Proposal for Strengthening Employment Support Services (ESS) in 52 TVET institutes in Bangladesh and as further described in Annex III.

To enable you to prepare and submit a Proposal, please find enclosed the following Annexes:

- Annex I: Instructions to Bidders;
- Annex II-A: Acknowledgment of Receipt;
- Annex II-B: Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure;
- Annex II-C: Bidder’s Information Form;
- Annex II-D: Recent References;
- Annex II-E: Technical Proposal;
- Annex II-F: Financial Offer;
- Annex III: Terms of Reference; and
- Annex IV: Terms and Conditions applicable to ILO Contracts for Services.

Your Proposal must be received by the ILO no later than **04:30 PM and Bangladesh Local Time(BST) on 08 April 2021 04:30 PM**. Late bids shall be rejected.

You may submit a Proposal to the ILO provided that your organization is qualified, able and willing to deliver the goods, works and/or services specified in this RFP. Participation in this RFP indicates acceptance of the Terms and Conditions applicable to ILO Contracts for Services provided in Annex IV. Failure to comply with the requirements of this RFP and its Annexes may render a Proposal ineligible for consideration.

You are kindly requested to acknowledge receipt of this RFP and to indicate whether or not you intend to submit a Proposal by completing and returning the form provided in Annex II-A.

We look forward to receiving your Proposal.

Yours sincerely,


Md. Ziaur Rahman
Procurement Officer
Bangladesh Country Office

INSTRUCTIONS TO BIDDERS

Reference: **RFP N° RFP-ILO-SKILLS-2021-003**

**Hiring Firm/Organization for Strengthening Employment Support Services (ESS) in 52 TVET institutes
in Bangladesh**

Abstract

This document outlines the requirements for presentation of a Request for Proposal to be considered by the International Labour Office.

INSTRUCTIONS TO BIDDERS

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1.1 General

1.2 Eligible Bidders

1.3 Cost of Bid

1.4 RFP Schedule Summary

• RFP release date:	11/03/2021
• Site visit or bidders’ conference (if applicable):	NA
• Clarification questions, if any, related to this RFP must be submitted to dac_skills@ilo.org by:	22/03/2021, COB
• ILO response to clarification questions by:	25/03/2021
• Proposals Receipt Deadline:	08/04/2021 04:30 PM Bangladesh Local Time
• Estimated Contract Signature Date:	10/05/2021
• Estimated Contract Start Date:	10/05/2021

1.5 Site Visit / Bidders' Conference

https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus02web.zoom.us%2Fj%2F4613915692%3Fpwd%3DNDWxCWWwV0g3aWFiS3Mvc2FyeTJiQT09&data=04%7C01%7Ctasnuba%640ilo.org%7Cbc92f93aad4a4533a5b508d8e206fbbc%7Cd49b07ca23024e7cb2cbe12127852850%7C0%7C0%7C637507866898921129%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C1000&data=edkzuOJQOacLDGCCklAWCuO58OgbEq5f5%2BtKbS%2FUEBs%3D&reserved=0

1.6 Clarification Questions

A prospective Bidder requiring any clarification of the RFP documents may notify the ILO in writing. The ILO's response will be provided in writing to any request for clarification received by the deadline indicated in paragraph 1.4 above. Written copies of the response (including an

ANNEX I

explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the RFP documents.

2 BIDDING CONDITIONS

2.1 Acknowledgment of Receipt

A prospective Bidder is requested to return promptly the Acknowledgement of Receipt form, provided in Annex II-A, duly completed and signed, even if it is not intending to submit a Proposal.

2.2 Number of Copies, Format and Signing of Proposal

The Bidder shall submit one original and one copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall prevail. The Proposal shall be typed or written in indelible ink and shall be dated and signed by the Bidder i.e. by a person or persons duly authorized to bind the Bidder to the contract. The Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

2.3 Submission and Receipt of Proposals

It is the responsibility of Bidder to ensure that a Proposal is submitted to the ILO strictly in accordance with the stipulations in the solicitation documents.

Proposals **must be received on or before 04:30 PM Bangladesh Local Time (08 April 2021)**. Proposals and modifications to Proposals received after the proposal receipt deadline will be rejected. Proposals must include all the documents requested in these Instructions to Bidders and shall be submitted by:

- **Registered Mail** (official postal service) to:
International Labour Office
Skills - 21 Project, ILO Country Office,
PPD Secretariat Office Complex, 2nd floor, Block-F, Plot-17/B&C, Agargaon
Administrative Zone,
Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh

Or

- **Hand delivered** (including by courier services) directly to the above ILO address in return for a signed and dated receipt.

Proposals submitted by any other means will be rejected.

Proposals must be submitted using the double envelope system, i.e., the outer parcel containing two separate, sealed envelopes, one bearing the words "**Envelope A - Technical Proposal**" and the other "**Envelope B - Financial offer**".

Where there is any infringement of these instructions (e.g., envelopes are unsealed or references to prices are included in the Technical offer) the Proposal will be rejected.

The outer parcel should bear the following information:

- a) the address for submission of proposals indicated above;
- b) the reference to the RFP to which the Bidder is responding;
- c) the name and address of the Bidder to enable the Proposal to be returned unopened if it is declared to have been received "late".

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The pages of each of the Technical and Financial Proposal must be numbered.
The inner package shall be sealed and shall bear the name of the Bidder and be marked as follows:

RFP N° RFP-ILO-SKILLS-2021-003
Hiring Firm/Organization for Strengthening Employment Support Services (ESS) in 52
TVET institutes in Bangladesh
CONFIDENTIAL
DO NOT OPEN BEFORE
08/04/2021 04:30 PM [Bangladesh Local Time]

In addition, the information below should appear on both sides of the inner envelope:

CONFIDENTIAL
To be opened by the Evaluation Panel ONLY

2.4 Official Language

The Proposal and all correspondence and documents related to the Proposal shall be written in the English language.

2.5 Correspondence

Any communication in connection with this RFP should be addressed in writing to the E-mail address mentioned in paragraph 1.4 above. All correspondence should quote the reference number of the RFP. Bidders are requested **not** to contact the ILO after the closing time, i.e. during the RFP assessment period.

2.6 No Consultation

A Bidder shall not:

- consult, communicate or agree with any other Bidder or competitor, with regard to price or any other matter related to the RFP for the purpose of restricting competition;
- disclose its price, directly or indirectly, to any other Bidder or competitor, except in the case of provision of standard public price lists;
- make any attempt to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition.

If a Bidder is found to be in breach of any of these instructions, the ILO reserves the right to exclude the Bidder from the procedure and reject its proposal.

Nothing in this paragraph shall restrict the right of a Bidder to form a joint venture, a consortium, a partnership or an association for the purpose of submitting a joint Tender.

2.7 Contract Conditions

Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in these RFP documents.

By submitting a Proposal, the Bidder accepts in full and without restriction these instructions. It also accepts the Terms and Conditions of ILO Contracts for Services (Annex IV) being relied on for this bidding procedure and resulting contract, irrespective of the provisions of the Bidder's own conditions of sale, which it hereby waives.

The ILO reserves the right to decline to consider without further comment any Proposal which does not accept the Terms and Conditions of ILO Contracts for Services set out in Annex IV.

2.8 Work on ILO Premises

If the Bidder's personnel are required to work on ILO premises, they shall comply with the security and safety and health arrangements established by the ILO, including applicable provisions of local laws. Where applicable, the Bidder shall be responsible for obtaining valid entry visas and work permits for its employees or sub-contractors and contract commencement may be made subject to complying with these obligations. Failure to comply with such obligations may lead to suspension of payments under and cancellation of the contract.

2.9 Bid Currency

All prices shall be quoted in BDT (for Bangladeshi firm) or US Dollar (other than Bangladeshi firm). If the Bid is submitted in a currency other than the Bid Currency, to facilitate evaluation and comparison, the ILO will convert all such prices in BDT at the official UN exchange rate applying on the last day for submission of Bids.

2.10 Incomplete Proposals

ILO may reject a Proposal that does not provide all the information requested which is necessary for assessment of the Proposal by the ILO.

2.11 Changes to Proposals

Changes or amendments to Proposals will only be accepted if they are received before the deadline for receipt of Proposals and shall be submitted in accordance with the instructions given above. The envelope shall be clearly marked as "Change(s) to Proposal".

2.12 Material Change(s) in Circumstances

The Bidder shall inform the ILO of any change(s) of circumstances arising during the RFP process including, but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Bidder or its major sub-contractors;
- a change to any information on which the ILO may rely in assessing Proposals.

2.13 RFP Document, Specifications, Drawings

The RFP Documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by the ILO, are issued solely for the purpose of enabling a Proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to Bidders shall remain the property of the ILO.

2.14 Sub-Contracting

If sub-contracting of work to be undertaken as a result of this RFP is permitted, the ILO reserves the right to approve any sub-contractor that was not included in the RFP Submission Form and request a copy of the sub-contracting agreement between the Bidder and its sub-contractor(s).

2.15 Proposal Validity

The validity of a Proposal shall be six (6) months commencing from the time and date of the closure of Proposals stated in paragraph 2.3 above. The ILO reserves the right to request an extension of the period of validity of Proposals, and to modify or exclude any of the terms of this RFP, at its sole discretion.

2.16 Notification of Contract Award

ANNEX I

The ILO will evaluate the Proposals based on the Bidders' responses to the requirements set out in the RFP documents. Each Bidder will be informed of the decision reached concerning the award of the contract.

2.17 Publicity

During the RFP process, a Bidder is not permitted to create any publicity in connection with the RFP.

3 CONTENT OF THE PROPOSAL

Each Proposal shall comprise the following documents:

3.1 Envelope A-Technical Proposal (Annex II-B, C, D, and E)

Bidders are requested to submit in **Envelope A-Technical Proposal** the following Forms, Annexes II-B to E.

All information must be provided as requested and all Forms must be completed for a Proposal to constitute a valid offer, which is a prerequisite for subsequent evaluation.

3.1.1 Administrative Requirements

a) Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure (Annex II-B) (also to be completed by any Bidding partners and/or associates)

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

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b) Bidder's Information Form (Annex II-C)

The Bidder's Information Form explicitly indicates that the Bidder accepts in full and without restriction the Terms and Conditions applicable to ILO Contracts for Services.

Each Bidder shall attach to this Annex the following mandatory documents:

- 1) Certificate(s) confirming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
- 2) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company;
- 3) A copy of the last three financial statements of the Bidder, certified by independent auditors.

c) Recent References (Annex II-D)

Each Bidder must provide details of three contracts entered into during the past five years which are similar in nature to that which will arise from this RFP. The information in Annex II-D must include as a minimum:

- Client name, location and date of project;
- Description of goods provided and works or services performed;
- Contract value;
- Contact details for references.

d) Technical Proposal (Annex II-E)

- 1) The Bidder shall use Annex II-E to describe how it intends to meet the requirements described in the RFP documents and in particular the Terms of Reference provided in Annex III.
- 2) In preparing its Proposal, the Bidder shall review all RFP requirements, including any document referred to in the RFP documents, and will reflect its understanding of and approach to meeting these requirements in the Proposal.
- 3) In preparing the Technical Proposal, the Bidder shall provide details of the proposed project methodology and implementation and management plan as well as CVs of key personnel which will deliver the goods, services or the works specified in this RFP.
- 4) The Bidder may also add any other document and information to demonstrate its technical and professional capacities and competencies to fulfill the requirements as specified in the Terms of Reference.

3.2 Envelope B-Financial Offer (Annex II-F)

Bidders are requested to submit their Financial Offer in a separate envelope (**Envelope B-Financial Offer**). The Financial Offer should be presented in the format provided in Annex II-F. The Bidder must also provide price breakdown information to support its Financial Offer.

All Financial Offers must be established and submitted net of any direct taxes or customs duties. As an international organisation, the ILO is exempt from all taxes and duties.

The ILO is not bound to accept the lowest priced offer from any Bidder, nor give any reason for rejecting a proposal.

4 EVALUATION OF PROPOSALS AND CONTRACT AWARD

4.1 Preliminary Evaluation

Prior to the detailed evaluation of each Proposal, the ILO will undertake a preliminary examination. Proposals will not be considered for further evaluation in cases where:

- a) They are incomplete (i.e. do not include all required documents as specified in Annex I, Instructions to Bidders, paragraph 3: Content of the Proposal);
- b) The Original Proposal is not signed by the duly authorized individual of the organization/company, as specified in Annex I, Instructions to Bidders, paragraph 2.2: Number of Copies, Format and Signing of Proposal;
- c) Technical and financial documents have not been submitted in separate sealed envelopes and/or pricing information is included in the Technical Proposal envelope, as specified in Annex I, Instructions to Bidders, paragraph 2.3: Submission and Receipt of Proposals;
- d) The validity period of the Proposal is not in accordance with the requirements of the RFP as specified in Annex I, Instructions to Bidders, paragraph 2.15: Proposal Validity.

4.2 Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an Evaluation Panel, to determine compliance with the requirements specified in the RFP.

A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of each Technical Proposal being completed prior to any Financial Offer being opened and compared. Financial Offers will be opened only for Bidder submissions that meet or exceed the minimum technical score of 49 (70 percent) of the obtainable score during the evaluation of Technical Proposals. Where the assessment of a Technical Proposal results in the minimum specified score not being achieved, the corresponding Financial Offer will not be eligible for further consideration.

Each Technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

During the second stage of the evaluation, the Financial Offers of all Bidders which have attained at least the minimum score during the technical evaluation will be compared.

The proposals will be evaluated according to the criteria described below:

- (a) Depth and quality of response to the RFP;
- (b) Technical compliance with the Terms of Reference;
- (c) The qualifications and experience of proposed key personnel;
- (d) The proposed implementation and management plan;
- (e) The overall cost.

The process of evaluating the proposals will be based on the following percentage combination of Technical and Financial elements:

	Percentage
Technical Proposal	70%
Financial Offer	30%
Total	100%

4.3 Award of the Contract

The ILO will award the contract to the Proposal (Technical and Financial) which represents best value for money, i.e. achieving the highest overall score.

The ILO reserves the right to accept or reject any Proposal in whole or in part, to annul the solicitation process and reject all Proposals at any time prior to the issue of the purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the ILO's decision(s).

The award of the contract arising from this RFP will be made at the absolute discretion of the ILO. The ILO's decision to award the contract to a preferred Bidder is final and shall not be questioned by any Bidder.

The Contract or the benefit of the Contract shall not be assigned, sub-contracted or otherwise transferred by the successful Bidder in whole or in part, without ILO's prior written consent, to be given at its sole discretion.

ANNEX II

**FORMS TO BE COMPLETED
AND
TO BE SUBMITTED BY THE BIDDER**

- **ANNEX II-A: Acknowledgement of Receipt**
- **ANNEX II-B: Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure**
- **ANNEX II-C: Bidder's Information Form**
- **ANNEX II-D: Recent References**
- **ANNEX II-E: Technical Proposal**
- **ANNEX II-F: Financial Offer**

ACKNOWLEDGEMENT OF RECEIPT

To be returned to:

Fax: [Insert number]

E-mail:

Reference: **RFP N° RFP-ILO-SKILLS-2021-003**

**Hiring Firm/Organization for Strengthening Employment Support Services (ESS) in 52
TVET institutes in Bangladesh**

☐ WE ACKNOWLEDGE RECEIPT OF ALL TENDER DOCUMENTS FOR THE
ABOVEMENTIONED RFP

(Note: In event of missing elements, contact the ILO Office mentioned above)

☐ WE INTEND TO SUBMIT A PROPOSAL

☐ WE WILL NOT BID FOR THE FOLLOWING REASONS:

.....
.....
.....

Signature:

COMPANY STAMP

Name:

Position:

Tel/Fax:

E-mail:

Date:

**CERTIFICATION TO BE SUBMITTED BY A BIDDER
IN AN ILO COMPETITIVE BIDDING PROCEDURE**

**RFP N° RFP-ILO-SKILLS-2021-003 - Hiring Firm/Organization for Strengthening Employment
Support Services (ESS) in 52 TVET institutes in Bangladesh**

Date:

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO's Invitation to Bid/Request for Proposal mentioned above, the Bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the Bidder to influence any other Bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The Bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO.
4. The Bidder (parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).¹
5. The Bidder (parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The Bidder (parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

“collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

“conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

¹ The Consolidated List can be found at the website: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.



ANNEX II-B

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the Bidder.

Name and Position

Signature

Date

BIDDER'S INFORMATION FORM

I, the undersigned, by submitting this Proposal, hereby confirm that these instructions are accepted in full and without restriction, including the proposed ILO Contract being used for this bidding procedure and resulting contract.

1. SUBJECT	
Request for Proposal:	RFP-ILO-SKILLS-2021-003
Requirements:	Hiring Firm/Organization for Strengthening Employment Support Services (ESS) in 52 TVET institutes in Bangladesh

2. BID SUBMITTED BY A SINGLE ECONOMIC OPERATOR	
Bidder:	[Insert Full Name of the entity submitting a bid]

3. BIDDER INFORMATION¹	
Corporate Name:	
Legal Status:	
Authorised Capital:	
Headquarters Address:	
Place of Business Address:	
Telephone:	
Fax:	
Trade Registered N°:	
VAT N°:	
UNGM Registration N°: ²	
Date established:	
Permanent Workforce:	
Number of Secondary Offices:	
Names of Main Managerial Staff:	1) 2) 3)
Names and Job Positions of Person Authorized to represent the Company:	1) 2) 3)
Certification (if any):	
Accreditation (if any):	[Type and Validity]

Turnover, Net Income for the past Three Financial Years:				
[Currency]	Year 1 [i.e. 2017]	Year 2 [i.e. 2018]	Year 3 [i.e. 2019]	Average
Turnover				
Net Income (+/-)				
Comments				

¹ This information shall be provided by **each** member of the consortium and any subcontractor(s).

² Bidders not yet registered with UNGM are encouraged to do so as soon as possible. More information on the registration process are available at <https://www.ungm.org/Vendor/Registration>



ANNEX II-C

4. SUMMARY OF WORK DISTRIBUTION

	Name	Scope of Work/Tasks/Sub-Tasks	% of the Proposal Price
[Bidder]			
[if applicable]			
[Sub-contractor]			
[Sub-contractor]			
[Sub-contractor]			

5. MANDATORY DOCUMENTS

As requested in Annex I, Instructions to Bidders, paragraph 3.1.1 b): Bidder's Information Form, the following documents are attached to this form:

- a) Certificate(s) conforming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
- b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company;
- c) A copy of the last three financial statements by the Bidder, certified by independent auditors.

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:

**RECENT REFERENCES
RELEVANT EXPERIENCE WITHIN THE PAST FIVE YEARS**

Each Bidder will provide, in the sample table below, the reference information of up to three (3) projects carried out by it which are of a similar nature to that which will arise from this RFP. The information must include as a minimum:

- Client name, location, and date of execution;
- Description of project and specifically the work done by the Bidder in the project;
- The Contract value;
- Contact details for checking references.

	Client Name, Location, and Date of Execution	Description of the Project and the Work performed	Contract Value (Currency)	Contact Details for Reference Check
1				
2				
3				



ANNEX II-E

TECHNICAL PROPOSAL

TO BE RETURNED ON BIDDER'S LETTERHEAD

- i. The Bidder shall use Annex II-E to describe how it intends to meet the requirements described in the RFP documents and in particular the Terms of Reference provided in Annex III.
- ii. In preparing its Proposal the Bidder shall review all RFP requirements, including any document referred to in the RFP, and will reflect its understanding of and approach to meeting these requirements in the Proposal.
- iii. In preparing the Technical Proposal, the Bidder shall provide details of the proposed project methodology and implementation and management plan as well as the CVs of key personnel which will contribute to the project.
- iv. The Bidder may also include in this Annex other documents and information to demonstrate its technical and professional capacities and competencies to fulfill the requirements of the Terms of Reference.

FINANCIAL OFFER

TO BE RETURNED ON BIDDER'S LETTERHEAD

Having examined this Request for Proposal including its Annexes, and having examined all conditions and factors which might in any way affect the cost or time of performance thereof, we, the undersigned, offer to execute and complete the Works or the Services, in accordance with the Terms and Conditions applicable to ILO Contracts for Services for the following Total Contract Price, net of any direct taxes or customs duties and other import taxes:

Task	Description	Lump Sum in [Currency] (Excluding VAT)
1		
2		
3		
TOTAL		

Attached to this Annex is the proposed cost breakdown for each of the above tasks.

Additional Services

Compensation for any additional services to this RFP shall be calculated on the basis of the rates below:

Position	Rate per day in [Currency]		
	Based at Contractor's Office	Based at ILO	Visiting ILO (<6 consecutive days)
[Insert Title]			
[Insert Title]			
[Insert Title]			
Comments			

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:



TERMS OF REFERENCE

[Annex III shall consist of the Terms of Reference, Scope of Works, Drawings, etc.]

**TERMS AND CONDITIONS APPLICABLE TO ILO CONTRACTS
FOR SERVICES**

1. THE PARTIES

- 1.1. **LEGAL STATUS OF THE PARTIES:** The International Labour Organization, represented by the International Labour Office (ILO), and the Contractor (referred to individually as a “Party” and together as the “Parties”) have the following legal status:
- 1.1.1. The International Labour Organization has full juridical personality, including the ability to contract and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the *Constitution of the International Labour Organisation*. Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.
- 1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent.

2. CONTRACT DOCUMENTS AND VALIDITY

2.1. NATURE OF THE CONTRACT:

- 2.1.1. The Contract constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Contract.
- 2.1.2. The Contract is composed of the following documents listed in their order of precedence:
- 2.1.2.1. **Purchase Order/Contract Document**, including any specific conditions;
- 2.1.2.2. Terms and Conditions applicable to ILO Contracts for Services (**Annex 1**); and
- 2.1.2.3. Any other document explicitly listed in the Purchase Order/Contract Document and attached to it (i.e., **Annex 2, 3**, etc).
- 2.1.3. Unless otherwise included in any of the documents listed in paragraph 2.1.2., the terms of business, conditions of contract, general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor will not form part of the Contract.
- 2.2. **VALIDITY:** The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.
- 2.3. **NON-EXCLUSIVITY:** The ILO may contract for works or services (referred together to as “Services”) of the same or similar kind and quality described in the Contract from any other source at any time.
- 2.4. **COMMUNICATIONS:** Communications (e.g., notices, documents) will be addressed to:

INTERNATIONAL LABOUR OFFICE

Procurement Bureau (PROCUREMENT)

4 Route des Morillons

CH 1211 Geneva 22

Switzerland

Facsimile: + (41)(22) 798 85 29

Phone: + (41)(22) 799 76 02

e-mail: procurement@ilo.org

3. PRICE AND PAYMENT

- 3.1. **PRICE AND CURRENCY:** The price and currency specified in the Contractor’s offer are firm and not subject to revision. The ILO’s financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.
- 3.2. **PAYMENT:** Upon receipt of the Contractor’s written invoice and any related supporting documentation, the ILO will effect payment, normally within thirty (30) days, by bank transfer (the ILO will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:
- 3.2.1. number of the Purchase Order/Contract Document that it relates to;
- 3.2.2. invoiced amount (without the rounding of currency decimals and exclusive of VAT, duties or charges); and
- 3.2.3. date of the completion of Services.
- In no event will complete or partial payment by the ILO, in and of itself, constitute acceptance of the Services.
- 3.3. **TAX EXEMPTION:** The International Labour Organization, as a United Nations Specialized Agency, enjoys a special tax status in Switzerland and in other member States. Except with the prior written authorization of the ILO, invoices will be submitted exclusive of any amount representing taxes (including value added tax), duties or charges. Where such authorization has been provided, the Contractor will provide the ILO with written evidence that payment of such taxes, duties or charges has been made. In the event any government authority refuses to

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recognize the ILO's exemption from such taxes, duties or charges, the Contractor will immediately consult with the ILO to determine a mutually acceptable procedure.

4. PERFORMANCE

- 4.1. ITEMS FURNISHED BY THE CONTRACTOR:** The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and personnel (including any related costs so incurred) necessary for the performance of the Contractor's obligations under the Contract.
- 4.2. ITEMS FURNISHED BY THE ILO TO THE CONTRACTOR:** Where goods and equipment (referred together as "Goods") are funded or provided by the ILO to the Contractor to support the performance of the Contractor's obligations under the Contract, the following terms apply:
- 4.2.1. The Contractor acknowledges and agrees that the ILO hereby disclaims any and all warranties regarding the functionality or installation of such Goods. The Contractor is solely responsible for the installation (including any personnel, tools, materials or other Goods necessary for installation), maintenance and functioning of all the Goods funded or provided by the ILO under the Contract.
- 4.2.2. The Contractor will promptly report to the ILO each loss, damage or theft of such Goods.
- 4.2.3. Title to the Goods that may be funded or provided by the ILO to the Contractor will be retained by the ILO. The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all such Goods, or to any other item that is the subject matter of the Contract.
- 4.2.4. Upon the termination or expiration of the Contract, all such Goods will be returned to the ILO in the same condition as when delivered to the Contractor, excluding normal wear and tear. The return of such Goods, or other disposal as the ILO may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such Goods. The Contractor will compensate the ILO for actual costs of any loss of, damage to or deterioration of such Goods that is beyond normal wear and tear.
- 4.3. INSTALLATION, MAINTENANCE, TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms apply:
- 4.3.1. The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and personnel necessary to complete the installation, maintenance or training.
- 4.3.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
- 4.3.3. The ILO and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
- 4.3.4. In addition, where training is required the Contractor will train any persons identified by ILO or the Consignee in the installation, operation, maintenance, etc. of the Services described in the Contract.
- 4.4. ACCESS:** If some or all of the contractual obligations will be performed on ILO premises, the ILO will facilitate access to its premises in line with requirements for such performance. The Contractor will comply with ILO security requirements and any other relevant ILO rules, regulations and guidelines while on ILO premises, as well as with the instructions given by designated ILO officials.
- 4.5. RESPONSIBILITY FOR PERSONNEL:**
- 4.5.1. The employees, officials, representatives, staff or subcontractors (**Personnel**) of either of the Parties will not be considered in any respect as being the employees or agents of the other Party.
- 4.5.2. Each Party is solely responsible for the professional and technical competence of its respective Personnel, which will permit that Party to effectively perform its obligations under the Contract.
- 4.5.3. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to request at any time, in writing, the withdrawal or replacement of any of the Contractor's Personnel and such request will not be unreasonably refused by the Contractor.
- 4.5.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.5.5. All expenditures related to the assignment of the Contractor's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the Contractor. All expenditures related to the assignment of the ILO's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the ILO.
- 4.6. INSURANCE:**
- 4.6.1. The Contractor, for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, will insure its Personnel against the consequences of the following risks:
- 4.6.1.1. illness, injury and death; and
- 4.6.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.
- 4.6.2. Time lost as a result of the occurrence of the risks identified in subparagraphs **4.6.1.1** or **4.6.1.2** will not be chargeable to the ILO.
- 4.6.3. The Contractor for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, warrants that it is insured with a

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coverage for a sufficient amount for the use of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor, as well as that it carries comprehensive civil liability insurance with regard to third-parties, including the ILO and its Personnel, in respect of physical injury, damage to property or theft, as well as the direct or indirect effects thereof, including the unavailability of premises and loss of production.

- 4.6.4. Where required by the ILO and as specified in the Purchase Order/Contract Document (except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the ILO), the Contractor's insurance policies will:

- 4.6.4.1. name the ILO as an additional insured under the liability policy/policies, including, if required, as a separate endorsement under the Contractor's policy/policies;
- 4.6.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the ILO; and
- 4.6.4.3. provide that the ILO will receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

- 4.6.5. The Contractor will take out any other insurance required by the ILO and as specified in the Purchase Order/Contract Document.

- 4.6.6. Upon written request by the ILO, the Contractor will provide the ILO with a copy of the general and specific conditions of the insurance policy/policies required under the Contract.

4.7. INDEMNIFICATION:

- 4.7.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.

- 4.7.2. The Contractor will indemnify and hold the ILO harmless from and against any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO, its Personnel or third-parties which may result from the performance of the Contractor's obligations under the Contract or the Contractor's acts or omissions or those of the Contractor's Personnel.

- 4.7.3. The Contractor will immediately notify the ILO upon becoming aware of any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO or which could adversely affect the ILO.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. **ASSIGNMENT:** The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the ILO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on the ILO.

- 5.2. **SUBCONTRACTING:** In the event that the Contractor requires the services of any subcontractor, the Contractor will obtain the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected. The authorization and approval by the ILO of such a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the Services provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own Personnel, will be liable for a subcontractor and its Personnel who are performing any part of the Contractor's obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. Except with the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected, the Contractor will ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract. The provisions of this paragraph apply to any subcontractor who, in turn, requires the services of a subcontractor.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

6.1. PROPRIETARY ITEMS AND INTELLECTUAL PROPERTY RIGHTS:

- 6.1.1. All documents (including drawings, estimates, manuscripts, maps, plans, records, reports, recommendations) and other proprietary items (including data, devices, gauges, jigs, mosaics, parts, patterns, photographs, samples, and software) (jointly referred to as **Proprietary Items**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.

- 6.1.2. All intellectual property rights and all other proprietary rights (including copyrights, patents, trademarks, source codes, products, processes, inventions, ideas, know-how) with regard to any materials (jointly referred to as **Intellectual Property**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.

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- 6.1.3. During the course of development, Proprietary Items and Intellectual Property developed or utilized by or furnished to the Contractor will be made available for use and inspection by the ILO, upon request at reasonable times and in reasonable places.
- 6.1.4. Such Proprietary Items and Intellectual Property will be delivered only to ILO authorized officials on completion of the Contract.
- 6.1.5. The Contractor will disclose, throughout its performance, to the ILO's authorized officials full particulars of all source codes, products, processes, inventions, ideas, know-how, documents and any other materials developed or conceived by the Contractor, alone or jointly, in connection with the Contract.
- 6.1.6. At the request of the ILO, the Contractor will take all necessary steps to execute all necessary documents and generally assist the ILO in securing intellectual property rights and all other proprietary rights in compliance with the requirements of applicable law.
- 6.1.7. To the extent that any Intellectual Property due to the ILO under paragraph 6.1.2 includes any intellectual property:
 - 6.1.7.1. of the Contractor that: (i) pre-existed the performance by the Contractor of its obligations under the Contract; or (ii) it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract; or
 - 6.1.7.2. of a third-party;
the Contractor grants to the International Labour Organization a perpetual, royalty-free license to make unrestricted use of such intellectual property. The International Labour Organization will not claim any ownership interest in the intellectual property described in subparagraphs 6.1.7.1 or 6.1.7.2.
- 6.1.8. The Contractor undertakes to obtain, at its own expense, permission to use any third-party protected rights that are necessary for the performance of the Contract and, if requested, provide the ILO with evidence of such permission.
- 6.1.9. In the event that any Proprietary Items or Intellectual Property provided to the ILO by the Contractor are for some reason enjoined or found to infringe any rights of a third-party, or in the event of a settlement, are enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, will promptly:
 - 6.1.9.1. procure for the ILO the unrestricted right to continue using such Proprietary Items and Intellectual Property provided to the ILO;
 - 6.1.9.2. replace or modify the Proprietary Items and Intellectual Property provided to the ILO, or part thereof, with the equivalent or better Proprietary Items and Intellectual Property, or part thereof, that are non-infringing; or,
 - 6.1.9.3. refund to the ILO the full price paid by the ILO for the right to have or use such Proprietary Items and Intellectual Property or part thereof.
- 6.2. CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:**
 - 6.2.1. Unless otherwise made public with the authorization of the ILO, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
 - 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the ILO, any Proprietary Items, Intellectual Property or other information known by reason of its association with the ILO, which has not been made public, except with the authorization of the ILO; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other information, it will give the ILO sufficient prior notice of the request to disclose in order to allow the ILO to have a reasonable opportunity to take protective measures or such other action as may be appropriate.
 - 6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:
 - 6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or
 - 6.2.3.2. provide compensation to the ILO for the cost of replacing or repairing the lost or damaged Proprietary Items, Intellectual Property or other information.
- 6.3. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:**
 - 6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the ILO.
 - 6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the International Labour Organization or of the International Labour Office, including their abbreviations, in connection with the Contractor's business or otherwise.
 - 6.3.3. In reporting its procurement activities, the ILO may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

7. ETHICAL CONDUCT

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- 7.1. **LABOUR CLAUSES:** The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its Personnel, and to ensure that its subcontractors respect:
- 7.1.1. The following principles concerning international labour standards of the International Labour Organization:
- 7.1.1.1. the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;
 - 7.1.1.2. the prohibition of forced or compulsory labour in all its forms;
 - 7.1.1.3. equal remuneration for men and women for work of equal value;
 - 7.1.1.4. equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;
 - 7.1.1.5. the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;
 - 7.1.1.6. the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
 - 7.1.1.7. the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.
 - 7.1.1.8. the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;
 - 7.1.1.9. the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and
- 7.1.2. All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.
- 7.2. **PERSONNEL NOT TO BENEFIT:**
- 7.2.1. The ILO requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the ILO provides the following definitions:
- 7.2.1.1. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;
 - 7.2.1.2. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
 - 7.2.1.3. “conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;
 - 7.2.1.4. “collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
 - 7.2.1.5. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- 7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the ILO’s interests during the procurement process or the execution of the Contract.
- 7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the ILO in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the ILO, or in any situation in which any ILO official, employee or person under contract with the ILO may have, or appears to have, an interest of any kind in the Contractor’s business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.

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7.2.4. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the ILO or contracting with the ILO, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

8. FULL DISCLOSURE

8.1. **FULL DISCLOSURE:** The Contractor warrants that it has made and will make full and proper disclosure to the ILO of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with⁴ any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (**1267 Consolidated List**)⁵; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.

9. DELAY, FORCE MAJEURE AND LIQUIDATED DAMAGES

9.1. DELAY:

- 9.1.1. Should the Contractor encounter conditions that do not constitute *Force majeure* and which impede or are likely to impede timely performance of the Contract (**Delay**), the Contractor will immediately notify the ILO in writing with full particulars of the Delay, including its likely duration, and its cause. At the ILO's request, the Contractor and the ILO will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies provided under the Contract.
- 9.1.2. In addition to any other right or remedy available under the Contract, upon receiving notice of Contractor's Delay (or likely Delay) in performance, the ILO will have the right to:
 - 9.1.2.1. suspend the Contract, in whole or in part, and notify the Contractor not to proceed further with its performance which has been subject to (or will be subject to) Delay;
 - 9.1.2.2. withhold and/or deduct payment to the Contractor for the portion of the Contract subject to Delay; and
 - 9.1.2.3. procure all or part of the Services which the Contractor fails to provide in a timely manner.
- 9.1.3. Without prejudice to any other right or remedy available under the Contract, the Contractor will be liable for any increase in the price payable by the ILO resulting from the procurement of the Services from other sources and the ILO may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the ILO to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the ILO to suspend the Contract under subparagraph **9.1.2.1** and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the ILO and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.

9.2. FORCE MAJEURE:

- 9.2.1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (**Force Majeure**) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.
- 9.2.2. The defaulting Party will notify, as soon as possible after the occurrence of the *Force Majeure* event, the other Party in writing with full particulars of the *Force Majeure* event, including its likely duration, the estimated expenditures that will likely be incurred for the duration of the *Force Majeure* event, and any other conditions which threaten to interfere with the defaulting Party's performance of the Contract.
- 9.2.3. Without prejudice to any other right or remedy available under the Contract, if either Party is rendered unable, in whole or in part, by reason of *Force Majeure* to perform its obligations and meet its responsibilities under the Contract and where the *Force Majeure* event exists beyond sixty (**60**) days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (7) days.

9.3. **NOTICE OF DELAY AND FORCE MAJEURE:** If notice is not received by a Party in accordance with paragraphs **9.1.1** or **9.2.2**, the Party who fails to notify of the Delay or *Force Majeure* event will be liable for damages resulting from such non-receipt, except where the Delay or *Force Majeure* event also prevents transmission of the notice.

9.4. **LIQUIDATED DAMAGES:** Without prejudice to any other right or remedy available under the Contract, the Parties agree that if the Contractor breaches the Contract, including a Delay in performance of the Contractor's obligations under the Contract, it will be impractical or difficult to quantify the damages suffered by the ILO. The

⁴ United Nations Security Council Resolution 1617 defines "associated with" and it is available at <http://www.un.org/sc/committees/1267/resolutions.shtml>.

⁵ The 1267 Consolidated List is available at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.

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Parties, therefore, agree that in the event of such a breach by the Contractor, the Contractor will pay to the ILO, as liquidated damages, a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. Each Party acknowledges and agrees that the liquidated damages amount specified herein are intended to reasonably compensate the ILO and not intended to punish the Contractor. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to recover such liquidated damages by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

10. TERMINATION

10.1. TERMINATION BY THE ILO:

- 10.1.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the ILO may terminate the Contract immediately by written notice in the event that the Contractor:
 - 10.1.1.1. is found to have made any material or fraudulent misrepresentation in the making of or performance of the Contract regardless of when the misrepresentation is discovered;
 - 10.1.1.2. becomes bankrupt, otherwise insolvent, or the ILO reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;
 - 10.1.1.3. fails to perform contractual obligations or to satisfy any guarantees or warranties it has made under the Contract and does not rectify such failure within sixty (60) days following receipt of a written notice by the ILO;
 - 10.1.1.4. is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;
 - 10.1.1.5. is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or
 - 10.1.1.6. the ILO's activities are curtailed or terminated.
- 10.1.2. Upon receipt of notice of termination by the ILO, the Contractor will take immediate steps to bring any Services to a close in a prompt and orderly manner, will reduce expenses to a minimum and will not undertake any further obligations from the date of receipt of notice of termination.
- 10.1.3. If the Contract should be terminated by the ILO, the ILO will make all payments which may be due up to the effective date of termination for any Services satisfactorily delivered or performed and accepted by the ILO.

10.2. TERMINATION BY THE CONTRACTOR:

- 10.2.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Contractor may terminate the Contract immediately by written notice in the event that the ILO:
 - 10.2.1.1. fails to make payments which are due under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default; or
 - 10.2.1.2. fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance of its obligations under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default.

11. WARRANTY

11.1. WARRANTY OF SERVICES:

- 11.1.1. The Contractor warrants that any Services provided in accordance with the Contract will meet the specifications, timeframes and related requirements set forth in the Contract. All materials and workmanship utilized in performing the Services under the Contract will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications in the Contract will not be used in performance of the Services without prior written approval of the ILO.
- 11.1.2. If the Services do not meet the requirements referred to above, the Contractor will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.
- 11.1.3. If any defect or failure in the Services cannot be rectified by remedial measures within the period agreed by the ILO and the Contractor, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, the ILO has the right to independently replace or repair the Services and the Contractor will be obligated to reimburse the ILO for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

12. MISCELLANEOUS

- 12.1. **CHANGE ORDERS:** The ILO may, by written notification, increase or decrease the scope of Services of the Contract provided the stage reached in the performance of the Contract so allows. If any such changes increase or decrease the cost of and/or the time required for the performance of any part of the Contract, an equitable



ANNEX IV

- adjustment will be made in the Contract's price or time schedule, or both, and the Contract will accordingly be amended. Any request for consultation or claim for adjustment under this paragraph will be asserted by the Contractor within thirty (30) working days from the date of receipt of ILO's change order.
- 12.2. **AMENDMENTS:** The Parties may by mutual agreement amend the Contract. Amendments will be effective only if in writing and when executed and delivered on behalf of the ILO and the Contractor by persons duly authorized to do so.
- 12.3. **NON-WAIVER OF RIGHTS:** Termination of the Contract in whole or in part by a Party or the failure by either Party to exercise any rights available to it, will not affect the accrued rights or claims and liabilities of either Party to the Contract.
- 12.4. **SURVIVAL:** The obligations contained in paragraphs 4.6 (Insurance); 4.7 (Indemnification); 6.1 (Proprietary Items and Intellectual Property Rights); 6.2 (Confidential Nature of and Responsibility for Proprietary Items, Intellectual Property and Other Information); 6.3 (Publicity and Use of the Name, Emblem or Official Seal); and 11.1 (Warranty of Services) survive the termination or expiration of the Contract.
- 12.5. **LIMITATION ON ACTIONS:** Irrespective of their nature, any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof (other than obligations enumerated in paragraph 12.4) must be asserted within six (6) months after the termination or expiration of the Contract.

13. SETTLEMENT OF DISPUTES

- 13.1. **AMICABLE SETTLEMENT:** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the Parties. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then prevailing of the United Nations Commission on International Trade Law (**UNCITRAL**) or according to such other procedure as may be agreed between the Parties in writing.
- 13.2. **ARBITRATION:** Unless settled amicably under paragraph 13.1, within sixty (60) days, after receipt by one Party of the other Party's written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. In addition:
- 13.2.1. the place of arbitration will be Geneva;
 - 13.2.2. the decisions of the arbitral tribunal will be based on general principles of international commercial law;
 - 13.2.3. the arbitral tribunal will have no authority to award punitive damages; and
 - 13.2.4. the Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof.
- 13.3. **LANGUAGE:** The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the three working languages of the ILO (English, French and Spanish). In the event the Contract is in a language other than English, French or Spanish, the conciliation or the arbitration proceedings will be conducted in English, French or Spanish.

Skills 21 – Empowering Citizens for Inclusive and Sustainable Growth Project
ILO Country Office for Bangladesh
Terms of Reference (TOR)
Ref. No.: RFP-ILO-SKILLS-2021-003

Assignment:	Hiring Firm/Organization for Strengthening Employment Support Services (ESS) in 52 TVET institutes in Bangladesh
Contract Type:	Service Contract
Location:	Bangladesh
Duration:	12 months starting from May 2021 but the date will be finalized after completion of recruitment process

1. Background

The Skills 21 - Empowering Citizens for Inclusive and Sustainable Growth project is an ILO technical cooperation project intended to promote decent work in Bangladesh by way of strengthening the National Skills Development System. The project builds on the foundation laid by previous ILO TVET projects – the TVET Reform Project, and the Bangladesh Skills enhancement Project (BSEP). The project works with government and private/non-government stakeholders to introduce the entire reform package of new quality assured programmes operationalized in three outcomes, namely:

- Outcome 1. Improved Quality of the TVET / skills development system.
- Outcome 2: Improved Access to and Equity within the TVET/skills development system through TVET model institutions.
- Outcome 3. An enabled environment through improved Governance and Management of the TVET / skills development system.

A well-designed Employment Support Service (ESS) system comprising career guidance and job placement services is an important component of the project. The overarching objective of this project is to bring an ESS system into place to serve career guidance and job placement activities in the Skills 21-supported seven model TVET institutes (MTIs), 45 polytechnics under the Directorate of Technical Education (DTE) and establish central employment support service system in DTE. The project has already developed learning materials for Career Guidance and Job Placement activities in Bangla and trained TVET officials from seven MTIs to rollout career guidance services to the youth. Building on this already developed activities, the ESS will be strengthened further to give it a holistic form.

TVET reform and BSEP project has built the stepping stone for a holistic ESS. Career guidance and employment support service brought into the National Skills Development Policy 2011 which was the result of advocacy of TVET reform project. This project also piloted the career guidance for the NTVQ graduates under the project for their employment. Under the B-SEP project eight ESS units and Career Guidance Cells (CGC) were piloted from 2015-2018. Career guidance, Employers' Advisory Committee involving industry representatives, job portal, career directory containing occupation wise job descriptions, qualifications and skills needed and job fairs were the major initiatives of the project. 252 teachers, 6064 students and job seekers and 487 employers have benefitted from these services. As a result they have gained job searching and interview skills as well as developed industry connections and perused for a better career option. Skills 21 project has visited the existing job portal in Bangladesh Institute of Glass and Ceramic and Barisal Technical School & College for establishment of employment support service system to DTE and its Polytechnic institutes. Based on the experience

of BSEP's ESS and career guidance cell, Skills-21 project is planning to establish central server at DTE and job & career guidance cell in its Polytechnic Institutes to strengthen employment support service system and create the holistic eco-system.

The ESS needs a well-designed interface so that TVET graduates have the skills necessary to forge self-negotiated pathways of prosperity in the labour market. This data base will be a tool that will support the career guidance function of fitting the person to the course and the job placement function of fitting the person to the job. The website will be accessed asynchronously by users (mainly students from TVET institutions in Bangladesh) at their own time and convenience and by trained Career Guidance Officers to deliver career guidance workshops to students through synchronous interactions. This platform will function through one central website, serving all registered users in all institutions across the country. In addition to the development of this platform, strengthening of ESS includes digitalization of career guidance materials, strengthening job placement component with supply and demand side information through developing public private partnerships, and further capacity building of all career guidance officers on new online platform including career guidance training for new career guidance officers of the additional TVET institutes other than the MTIs.

2. Steps of Strengthening

Strengthening of ESS will include 5 steps as mentioned below:

- i. Website development including development/digitization of materials
 - a. Career guidance component
 - b. Job placement component
- ii. Establishing the ESS Cells in the Institutes and the Central Hub at the DTE
- iii. Capacity Building of ESS Officials
- iv. Implementing the ESS on Pilot Basis
- v. Coordination, and Monitoring

3. Website Development

This terms of reference provides the framework for the development of a website will comprise a career information and job placement data base. This data base will be a tool that will support the career guidance function of fitting the person to the course and the job placement function of fitting the person to the job. The website will be accessed asynchronously by users (mainly students from TVET institutions in Bangladesh) at their own time and convenience and by trained Career Guidance Officers to deliver career guidance workshops to students through synchronous interactions.

A comprehensive career guidance and job placement kit has already been developed and trial tested for Bangladesh. This is presently available in the hard copy format. The purpose of digitalisation is to make the already prepared career guidance material available for deployment through the internet to support synchronous as well as asynchronous teaching and learning.

This platform will function through one central website, serving all registered users in all institutions across the country.

The website will comprise two main parts: the career guidance component and the job placement component. This information will be accessed by student users and Career Guidance Officers from their locations in different parts of the country either independent of each other (career guidance only or job placement only) or interactively where the career guidance activities lead to job placement activities.

Regarding language, the project would like to consider the options of English only, Bangla only and a bilingual (Bangla + English) website. The final decision will be made after the necessary information regarding costs and workability are provided by the website developers.

3.1. Defining the Career Guidance Function

The career guidance function is to provide career guidance and vocational counselling to students such that they:

- better understand themselves
- understand the world of work
- develop career alternatives, and
- prepare for their careers through career management skills

The career guidance component is relatively static. Once material has been uploaded, maintenance and updating will not be required frequently. The functions of the career guidance component are as follows:

A. Assessment tools:

Provision of *self-assessment tools* to facilitate identification of interests and aptitudes and construct a personal potential profile. This would require the following:

- Digitalisation of the self-assessment tools developed for Bangladesh.
- An online digital method of self-administering the tests and questionnaires.
- Scoring of the tests as a back-end function based on a pre-defined algorithm.
- Generation of a printable/saveable report to the user based on back-end analysis showing the user's potential profile.

The user should be able to utilise this function independently and asynchronously.

These are mainly self-administered questionnaires. Details will be supplied on finalisation of the Terms of Reference.

B. Career Information Database

Provision of a *career information* data base that the user can search to learn more about a range of careers. This aspect of digitalisation requires the following:

- A relatively static (not requiring regular editing or changes) listing of careers categorised into pre-specified themes and organised as per pre-specified fields. It is anticipated that there would be approximately 200 careers.
- The data base must be searchable by the user as per the pre-specified fields. For example, the database must be searchable as per potentials or combinations of potentials required, by types of jobs related to that career, by types of qualifications and other such fields.

The user should be able to utilise this function independently and asynchronously.

C. Live Webinars/Workshops

Provision for trained Career Guidance Officers to regularly conduct live online career development workshops for their students. A set of approximately 25 career development exercises have been developed for Bangladesh. These workshops will be delivered in the synchronous mode. Here, a hybrid model will be used. For example the dates and schedules for the workshops could be

announced on the website, student registrations could be managed on the website, while the actual workshop could be conducted on Google Meet, Zoom or a similar platforms.

3.2. Defining the job placement function

In contrast, to the career guidance component, the job placement component is much more dynamic requiring much more frequent (daily) maintenance and updating. The functions of the job placement service are as follows:

- Offer a comprehensive, up to date job availability data base covering local as well national job offers. A critical requirement is to ensure that the new jobs offers are included in the data base and redundant job offers are removed.
- Make provisions for applicants to make themselves known to employers by uploading their CVs and job requests.
- Put in place a job matching system whereby both the applicant and employer can “find” each other.

A Job Information Data Manager from the Project will source employment information and maintain the job information data base. The website should offer the following functionalities:

A. Employer interface

Employers should be able to join the system through a registration process. Once registered, employers should be able to:

- Post jobs and advertise vacancies.
- Search for potential employees.
- Send invitations to potential employees.
- Select and interview/assess potential employees.
- Match available skill sets with required skills sets.
- Submit skills requirements (by level of skill, trades, specialisations and other pre-specified criteria).

B. Student interface

A system whereby students can:

- Post their CVs
- Post their job requirements
- Search for jobs and employers
- Get notifications on matching jobs

C. Employment information management and matching system

While the employer and student interface functionalities are to be included the actual employment information will be sourced and maintained by the Job Information Data Managers through an employment information management system. Within such a system both the Career Guidance Officers and the data manager/s will work actively to capture job information and it make available to students. The operationalisation of such a system would require the following:

- The Career Guidance Officer will collect micro employment information available locally. The Job Information Data Manager will collect information at the macro, national level. The system should provide for the Job Information Officer to integrate the local, micro level information with macro, national level information and post to the website.

- The Career Guidance Officers and student users will use information this for job search and job matching.

D. Provision of online support for *career preparation material*

This aspect straddles both the career guidance and the job placement aspects. Before the student leaves the institute, he/she should develop career management skills. A set of activities (e.g., job searching, CV writing and cover letter drafting skills) have been developed for Bangladesh to address the development of these skills. This aspect of digitalisation requires the following:

- Development of mini applications all of which run on the main website, through which the student would be able to learn career management skills. For example, a CV writing application would provide templates for the student to create a personal CV.
- Provisions must be made for the student to create outputs that he/she can save, download into his/her device or print. For example the CV writing application should culminate in the production of well formatted, printable/saveable CV that student has created.

Templates and the soft copies of the career preparation activities will be provided to the website developers on finalisation of the contract.

4. Technical Features

Following will be the technical features of the software:

- The software will be web based, responsive and browser and device independent.
- It is planned that the LAMP platform will be used for the application. Therefore, the software must be developed using latest version of PHP (with Laravel framework) and MySQL. Other suggestions are welcome.
- The system should be able to send email and mass mobile SMS notification and this should be configurable.
- Users, Roles and Access management must be integrated into the software.
- The system will be able to enforce data validation during entry and at time intervals.
- The system should have a content management system (CMS) from where data, news, articles, categories, photo, career guidance materials, can be added and updated as described above.
- The system must have provision for Career Guidance Officers to announce webinars and register students as per a pre-defined registration form and supply registered students with links and passwords to attend the webinar on another platform (e.g., Google Meet).
- The software source code, must have sufficient comment and be delivered without encryption.
- The developer must provide user manual/tutorial with screenshots.
- The developer must provide detailed development documentation (e.g., work flow diagram, data flow diagram).
- The developer must conduct comprehensive training of deputed project personnel and ensure they are able to function independently.
- The developer must be available for 6 months after the website has been commissioned to answer any queries and deal with any bugs.

5. Digitalization of Career Guidance Materials

The tasks associated with this outcome are as follows:

- A. Creation and Deployment of a workforce working under the supervision of the consultant and project coordinator tasked with the duty of converting career guidance material prepared for Bangladesh into soft copies ready for upload to the website. This would include the following:

- Online version of self-assessment tools and other career management activities delivered asynchronously.
- Online career management support for student's career management requirements delivered through a combination of synchronous and asynchronous modalities.

B. Skilling of Career Guidance Officers to regularly conduct online career guidance services to trainees using the above material in the hybrid model in the synchronous mode.

Establishing the ESS Cells in the Institutes and the Central Hub at the DTE

6. Capacity Building

At present a total of 14 persons have gone through the entire training in Model TVET institutes. Since the number of institutions has been increased the number of qualified Career Guidance Officers also has to be increased. Ideally, at least 2 persons per institute are trained. The training details are as follows:

- The Career Guidance Officers need to be oriented to use website to populate information following online format. This would require about 3 days of synchronous training online.
- Approx. 100 TVET officials trained on "Career Guidance and Job Placement Activities to become career guidance officer
- Implementing the ESS on Pilot Basis: The consulting firm will upload necessary software and establish employment support service system in DTE and provide job and career guidance services to all 52 TVET institutes. Initially the project will support all institutes on pilot basis to operate and maintain the system. After piloting, the project will negotiate with government (DTE) to handhold the ESS as a special/separate unit within the related government department which will ultimately lead to mainstreaming career guidance and employment support services.
- Coordination, and Monitoring: The consulting firm will maintain regular coordination and monitoring to the TVET institutes at least for one year. After the project support, the consulting firm with the project will discuss the long-term sustainability and handing over the resources to DTE and its' institute to continue further.

7. Scope of Work

The software development firm will work closely with the Skills-21 project and the international consultant to clarify requirements and manage the software development life cycle including capacity building, knowledge transfer, digitalization of learning materials and coordination & monitoring of ESS system. The specific scope of the work will be as follows:

- A. Review the existing job portal developed by BSEP and gather requirements and understand user requirements and develop a comprehensive user friendly software requirements specifications (SRS).obtaining final approval by Skills-21.
- B. Develop an application framework that includes user management, access control, security and workflow for publishing information. This application framework should be able to add modules in future and be able to share data with other applications.
- C. Develop and test the web-based application: Conduct alpha testing (in-house usability testing), conduct beta testing (real world trials on a sample of the end users until feature freeze is achieved), incorporate feedback and correct software bugs and defects including tests of compatibility with networks and hardware and medium (mobile phone, computer).
- D. Develop job information database and support TVET institutes to fill the job related information for at least two employers per institute.
- E. Prepare technical documentations and user manuals for orienting the users.

- F. Conduct training to orient the system administrators and users such as Career Guidance Officers and Job Information Data Managers (approximately 100 persons) on administering and using the system through online (2 days per batch).
- G. Finalize the users' manual based on feedback received from the end users. Integrate the user manual as a help file such that users can refer to the manual as and when needed.
- H. Hand over the software by launching the software on Skills-21 designated web server and hand over the documented source code, user manuals and training materials to Skills-21 with a plan of regular maintenance.
- I. Provide troubleshooting support in person, over telephone and via email, as and when necessary for at least 6 months after handing over the software. Provide troubleshooting support as per annual maintenance contract previously agree upon.
- J. Digitalize career guidance materials into the system under the guidance international consultant
- K. Train Career Guidance Officers on the new online platform & related processes and data management in 5 batches through online (2-3 days per batch).
- L. Train 100 TVET officials in five batches (two batches F2F and three batches online) on "Career Guidance and Job Placement Activities to become career guidance officer (8-days training per batch).

8. Other Support

- A. Procure domain name for the website as per details supplied by Skills-21.
- B. Finalise hosting details as per requirements approved by Skills-21.
- C. Provide advice on the hardware configuration for Job Information Data Managers and Career Guidance Officers.
- D. Provide advice on internet access details for Job Information Data Managers, Career Guidance Officers and Employment Support Service (ESS) cells

9. Deliverables

The expected deliverables are as follows:

- A. Inception Report with updated project plan.
- B. Procure domain name and hosting platform as per requirements approved by ILO.
- C. Provide advice on the hardware configuration and internet access details for Job Information Data Managers and Career Guidance Officers.
- D. Template of job information database.
- E. Software developed, tested and hosted on the designated website as per technical requirements stated in the scope of work and agreed through SRS.
- F. Train Skills-21 ESS team in the ILO Central office (Dhaka) as well as train ESS teams in the TVET institutes as described in scope of work.
- G. Conduct software maintenance training for Skills-21 IT personnel and for TVET institutes IT personnel.
- H. Deliver final version of the software along with documented source code.
- I. Deliver user manual and training materials.
- J. Digitized career guidance materials
- K. Assignment completion report

10. ILO Responsibilities

- Provide all content in the form of career guidance material and job information data.
- Provide necessary staffing for data entry and digitisation of existing career guidance material.
- Provide technical feedback on the process, documentation and deliverables.
- Review the Software and provide feedback to finalize.

- Make provisions for training of in-house staff (e.g., Job Placement Information Officers, Career Guidance Officers).
- Release payments upon satisfactory delivery as per pre-agreed payment schedule.

11. COMPLETION CRITERIA

- All reports to be submitted to the ILO must be relevant to the outputs (activity and the task) mentioned in the TOR.
- Provide information and update progress as requested by the Project team of the ILO.
- The consulting firm/organization has to follow the guideline of ILO to ensure quality of the reports/documents.
- The consulting firm/organization should be proactive, timely report on the progress, and undertake visits to the project partners' site, participate in meetings as and when necessary.

12. SPECIAL TERMS AND CONDITIONS

a. Confidentiality Statement and Intellectual Property of Data

All data and information received from the ILO and the stakeholders for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of these ToR. All intellectual property rights arising from the execution of this ToR is assigned to ILO according to the grant agreement. The contents of written materials obtained and used in this contract may not be disclosed to any third parties without the express advance written authorization of the ILO.

b. Unsatisfactory or incomplete work

For the assignment, the ILO's Standard Rules and Procedure for Implementation Agreement shall be applicable. In event that the service delivered is unsatisfactory or fails to conform to the conditions set out above, the ILO reserves the right, as appropriate to interrupt it, to request that it be corrected or modified, or to refuse to accept the service.

13. Mode of Payment

- 1st Payment: 10% of total contract value will be paid after submission of Inception report and work Plan and accepted by contract administrator;
- 2nd Payment: 40% of total contract value will be paid upon submission of Software developed as per technical requirements stated in the scope of work and SRS.
- 3rd Payment: 30% of total contract value will be paid after user manuals, training materials and completion of training of all personnel as indicated above.
- Final Payment: 20% of total contract value will be paid after submission of comprehensive Terminal report and accepted by contract administrator including the following: final version of the Software along with documented source code, final user manuals and training materials.

14. Timeframe

The duration of the assignment will be for 12 months (tentatively the assignment will be started from May but the date will be finalized after completion of recruitment process). The assignment mostly will take place in the location of the consulting firm premises and institution level. The consulting firm has to deploy at least two dedicated resource persons for this project from the starting to support and guide TVET institutes to fill up relevant data in the website in collaboration with the institution. The consulting firm will also utilize team leader for quality monitoring process. ILO shall NOT provide office space in Dhaka and necessary logistics (like Laptop, Printer, Paper, internet, local travel, etc.) to carry out day to day jobs of the Consulting Firm.

The contractor will have to submit a detailed time frame for completing the project as per the suggestions made below:

Milestone	Task/Output	Timeline
1	Submit Software Requirement Specifications	Within 2 working weeks of being commissioned.
2	Procure domain name for the website as per details supplied by Skills-21 and finalise hosting details as per requirements approved by Skills-21	Within 2 working weeks of being commissioned.
3	Software developed, tested and trial version hosted as per agreed specifications	Within 8 working weeks of obtaining sign off on SRS
4	Establish/ ensure connectivity of software in job and career guidance cell in 52 TVET institutes (Skills-21 Project will purchase all IT equipment and fixtures fro institutes)	Within 2 months of being commissioned
5	Conduct and organize trainings as per details agreed: • Orientation of existing and new Career Guidance Officers to the new online format (5 batches) online • Training of new Guidance Officers (5 batches) (2 batch F2F and 3 batch online)_ 8-days training per batch • Training of Job Information for Data Management team (5 batches) online	• Within 1 working week of launching trial version • Within 2 months after establishment of software base platform
6	Incorporate feedback and deliver final version of the Software along with documented source code, user manuals and training materials	Within 2 working weeks of launching trial version
7	Digitize career guidance materials	Within 2 working week from the system ready
8	Continuous guidance to the TVET institutes to fill data and trouble shooting • Conduct 8 divisional workshops to orient private players and NGOs on ESS • Support TVET institutes to populate job & career guidance information	Two dedicated persons have to assigned to look after the assignment for 12 months

15. Financials

A detailed financial proposal should be submitted keeping the details described in this document containing itemised costs covering the deliverables described above including: costs of gathering information for SRS, software development, testing costs, training costs and post-handover troubleshooting costs.

16. Reporting Arrangements

The contractor will work under the overall guidance of the Skills & TVET Specialist and Programme Officers and will report to the Chief Technical Advisor of the Skills-21 project. Technical inputs will be provided by the Consultant leading the ESS strengthening initiative. Since this is a project that is working under severe constraints, weekly progress reports will be required from the contractor.

17. Qualification and Experience

17.1 Minimum eligibility criteria of the firm/organization: The software firm should fulfil the following criteria:

- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business Licenses – Registration Papers, Tax Payment Certification, etc. if applicable.
- Track record
 - a. The firm must have experience with similar assignments with proven track-record (submission of examples in the form of links to websites developed by the vendor would be useful). Recommendations from previous clients would be useful.
 - b. The firm must have capacity to provide post-deployment support for at least 6 months and provide ongoing support as per an annual maintenance contract.
- The Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;

17.2. Minimum qualification and experiences of Key Experts: The consulting firm shall supply qualification and experience documentation along with their proposal as per the following guidelines:

Role	Responsibilities	Qualification
Project Manager	Responsible for managing the project, liaison with Skills-21, eliciting information and submitting SRS document, weekly report of progress, leading the training of Skills-21 staff	Masters in ICT/CSE/MIS; at least 3 years' experience in managing software projects
Web Application Developer/s	Develop the database structure and application framework using suitable open source software based on requirements	At least 2 years' experience in LAMP application development; and experience of developing web applications with Laravel PHP framework

Pool of Technical Trainers	Develop user manual, training materials and delivers training to TVET officials and Skills-21 team Continuous guidance to the TVET institutes to fill data and trouble shooting One dedicated Job and Career Guidance Officer to conduct capacity building training for five batches on career guidance & job placement activities at least 50 person days	At least 2 years' experience in technical writing and training delivery
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Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not meet above-mentioned eligibility criteria will not be considered for further evaluation.

18. EVALUATION CRITERIA

Evaluation Criteria:
Submission of an accurate Software Requirement Specification (SRS) document based on detailed interviews with the consultant and other stakeholders.
Having experience of accurate advice pertaining to the development of the backend database, before actually developing the software.
Development of the website as per specifications, incorporating feedback provided.
Development of user friendly user manual and other documents.
Pool of resource person to continue the capacity building activities (workshop, trainings, etc)
Provision of prompt and accurate trouble shooting support during the stipulated period without a downtime of more than a few hours.

4. PROPOSAL SUBMISSION AND SELECTION PROCESS

The ILO invites technical and financial proposals from qualified firms/ organizations having relevant experience in delivering similar services as mentioned in this Terms of Reference (TOR). The consulting firm/organization will be chosen following ILO procurement rules/procedure on evaluation by an ILO team of professionals, and sign the Contract for the expected deliverables and outputs as per the TOR.

Cumulative Evaluation Method will used for this procurement exercise and Contract will be awarded to highest scorer(s) in Cumulative analysis considering Technical and Financial Evaluation. The Technical proposal will contain 70% and financial proposal will contain 30% weight whereas Technical Evaluation passing score is 70%. Any firms that score less than 70% in Technical Evaluation shall not be considered for financial evaluation.

(a) Financial weighted score, out of 30:

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other financial proposals receive points in inverse proportion. The suggested formula is as follows:

$$p = y (\mu/z),$$

p = points for the financial proposal being evaluated,

y = maximum number of points for the financial proposal (here it is 20),

μ = price of the lowest financial proposal,

z = price of the financial proposal being evaluated

5. FUNCTIONAL COMPETENCIES

- Openness to change, flexibility, and ability to manage complexities;
- Written and spoken competence in English / Bangla languages;
- IT skills; and
- Written, analytical and communication skills.

6. RECOMMENDED PRESENTATION OF PROPOSAL

Interested firms/organizations must submit the following detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm/organization, to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below.

Technical Proposal

I. Firm information

- a. Profile (which should not exceed fifteen (15) pages including any printed brochure or relevant document describing the nature of business, field of expertise, certifications, accreditations, business registration certificate and description of present activities and most recent annual report (including audited financial statements)
- b. Business Licenses – Registration Papers, Tax Payment Certification, etc. if applicable
- c. The Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;

II. **Relevant Experience** – Description of experience in projects of a comparable nature, with specific description of past assignments of the firm/organization in related work;

III. **Process** - The Technical Proposal needs to contain a detail description of the process the firm/organization intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product that, after selection of the contractor, will be agreed upon by the Project.

IV. **Human Resources** - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the tasks including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. legal, linguistic, drafting and editing expertise, among others.

V. **Tools and Methodologies** - The Technical Proposal must detail tools and methodologies that will be used to ensure the accuracy of the update and revision by the contractor. In particular, in order to deliver the task to the highest standard, checks using processes including software-built processes should be applied by the selected contractor.

Financial Proposal (including fee, travel cost, DSA, and other relevant expenses)

- (i) The Financial Proposal shall specify a total delivery amount (in USD/ BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems, printing costs and consultation workshop (if required).
- (ii) In order to assist ILO in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the tasks including breakdown of budget for a Module. The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

7. PROPOSAL SUBMISSION PROCEDURE

The proposer must submit the Technical and Financial Proposals in separate sealed envelopes mentioning “Technical Proposal” and “Financial Proposal” on the top of respective envelopes. Both the sealed envelopes will be put in one big envelope. Both EMAIL and Hard copies are required. The

The proposals in hard copy with a cover letter to be submitted by 08 April 2021 by 4:30 pm (Bangladesh Standard Time) to:

Virtual Pre-Proposal Meeting: All interested firms/organizations are requested to participate a virtual pre-proposal meeting to be held on **Monday, March 22, 2021, 11:30 am.**

<https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus02web.zoom.us%2Fj%2F4613915692%3Fpwd%3D3DNWxCWWwvV0g3aWFiS3Mvc2FyeTJiQT09&data=04%7C01%7Ctasnuba%40ilo.org%7Cbc92f93aad4a4533a5b508d8e206fbbc%7Cd49b07ca23024e7cb2cbe12127852850%7C0%7C0%7C637507866898921129%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCQljiV2luMzliLCJBTiI6IklhWmwiLCJXVCI6Mn0%3D%7C1000&sdata=edkzuOJQOacLDGCKIAWCuO58OgbEq5f5%2BtKbS%2FUeBs%3D&reserved=0>