

CONTRACT FOR SKILL TRAINING PROVIDER (STP)

Hiring Skill Training Provider (STP) for Skill Development and Employment Generation on Motor Driving for Providing Technical and Vocational Education & Training Courses for Youths' Skills Development for Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET Training on Light and Heavy Vehicles Motor Driving (Motor Vehicle Driving.)

Package no. S 42.0 (RELIP)

IDA Credit No. 6876-BD

Project: Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project

**Social Development Foundation (SDF)
22/22 Khilji Road, Mohammadpur, Dhaka-1207, Bangladesh**

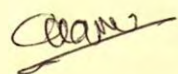
And

**Trust Technical Training Institute (TTTI)
Saver Cantonment, Saver, Dhaka, Bangladesh**

Dated: 15 May 2025



Md Omar Faruque, ndc, afw
Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Saver Cantt





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Social Development Foundation (SDF)

22/22 Khilji Road, Mohammadpur, Dhaka-1207, Bangladesh

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CONTRACT FOR Hiring Skill Training Provider (STP) for Skill Development and Employment Generation on Motor Driving for Providing Technical and Vocational Education & Training Courses for Youths' Skills Development for Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET Training on Light and Heavy Vehicles Motor Driving (Motor Vehicle Driving.) of RELI Project, IDA Credit No. 6876-BD.

Memo No. SDF/Proc./Service/S-42.0(RELIP)/2024/1530

Date: 15 May, 2025

THIS CONTRACT (hereinafter called the “**Contract**”) is made the 15 day of the month of May, 2025 between, on the one hand the **Social Development Foundation (SDF)**, the implementing agency of the Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project having its principal place of business at 22/22, Khilji Road, Mohammadpur, Dhaka -1207, Bangladesh [hereinafter called the “**Client** ”] and, on the other hand **Trust Technical Training Institute (TTTI)** [hereinafter called the “**Skill Training Provider (STP) for Skill Development and Employment Generation**”] having located at “Saver Cantonment, Saver. Dhaka-1344, Bangladesh.

WHEREAS:

- the Client has requested the STP to provide certain consulting services as defined in this Contract (hereinafter called the “**Services**”);
- the STP, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:

Appendix A:	Description of Services	used
Appendix B:	Reporting Requirements	used
Appendix C:	Key Personnel and Job description	used
Appendix D:	Breakdown of Contract Price in Foreign Currency	Not used
Appendix E:	Breakdown of Contract Price in Local Currency	used
Appendix F:	Services and Facilities Provided by the Client	used

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

STP

Client

“দেশপ্রেমের শপথ নিব, দুর্নীতিকে বিদায় দিন”

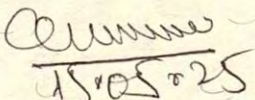


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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of CLIENT

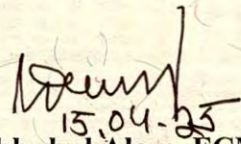
For and on behalf of STP

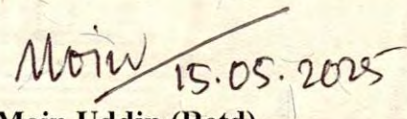

Md. Nurul Amin
Managing Director
Social Development Foundation (SDF)
22/22 Khilji Road, Mohammadpur
Dhaka-1207, Bangladesh.


Brigadier General Md. Omar Faruque
ndc, afwc, psc, MPhil (Retd)
Director/Team Leader
Trust Technical Training Institute (TTTI)
Saver Cantonment, Saver, Dhaka-1344
Bangladesh.

Witness:

Witness:


1. **Md. Mahbubul Alam, FCMA**
Director-Finance
Social Development Foundation (SDF)
22/22 Khilji Road, Mohammadpur
Dhaka-1207, Bangladesh.


1. **Major Moin Uddin (Retd)**
Course Coordinator
Trust Technical Training Institute (TTTI)
Saver Cantonment, Saver, Dhaka-1344
Bangladesh.


2. **Md. Hedayet Ullah**
GM-Administration
Social Development Foundation (SDF)
22/22 Khilji Road, Mohammadpur
Dhaka-1207, Bangladesh.


2. **Md. Nur Alom (Engr)**
Focal Person/Center In charge
Trust Technical Training Institute (TTTI)
Saver Cantonment, Saver, Dhaka-1344
Bangladesh.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

Letter of Acceptance (LoA)



সোশ্যাল ডেভেলপমেন্ট ফাউন্ডেশন (এসডিএফ)

Social Development Foundation (SDF)

অর্থ মন্ত্রণালয়ের আর্থিক প্রতিষ্ঠান বিভাগের আওতাধীন স্বায়ত্তশাসিত সংস্থা

An autonomous organization under the Financial Institutions Division, Ministry of Finance

Ref. No: SDF/Proc/S-42.0(RELIP)/Services/2024/1357

Date: 30.4.2025

To
The Director
Trust Technical Training Institute (TTTI)
Savar Cantonment, Savar, Dhaka-1344.

Subject: Letter of Acceptance (LoA) for Skill Training Providers (STPs)–Skill Development and Employment Generation in Motor Driving under RELI Project (Package No. S-42.0).

This is to formally notify you that your proposal dated 25th March 2025 for engagement as a Skill Training Provider (STP) under the Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project – specifically for Skill Development and Employment Generation in Motor Driving under Package No. S-42.0 (RELI) has been accepted and approved by the authority. the Contract Price as mentioned below in accordance with the proposal, has been approved by the authority as follows:

Description of the services	Scope of services	Total price (BDT)
Skill Training Provider (STP) for Skill Development and Employment Generation for Motor Driving of RELI Project of SDF.	As per RFP document	2,00,44,500 (Two crore forty-four thousand five hundred) only including local taxes.

You are therefore requested to take the following actions within the specified timelines:

- Confirm your acceptance of this Letter of Acceptance (LoA) in writing within seven (7) working days from the date of its issuance.
- Submit a Performance Security in the prescribed format for an amount of BDT 7,00,000 (Taka Seven Lakh only) within fourteen (14) days of accepting this LoA, but no later than 14th May 2025. The Performance Security must remain valid for at least the entire duration of the service period as outlined in the contract.
- Execute the Contract Agreement within twenty-eight (28) days from the date of issuance of this LoA, but no later than 28th May 2025, in accordance with the terms and conditions set forth in the bidding documents.

Please note that this Letter of Acceptance (LoA) constitutes the formation of the contract and shall be legally binding upon your organization from the date of its issuance.

This LoA is issued under the directive of the Managing Director, Social Development Foundation (SDF).

30.4.2025

Md. Hedayet Ullah
General Manager, Administration

Copy for information to:

- PO to Managing Director, SDF (For kind information of the Managing Director).
- Director (Finance & Procurement), SDF, Dhaka.
- Office copy.

Contract Negotiation Meeting Minutes

Annex V. Minutes of Negotiation Meeting with the Consulting (Firm)
Social Development Foundation (SDF)
House #22/22, Khilzi Road, Mohammadpur, Dhaka-1207.

Minutes of Negotiation Meeting with Trust Technical Training Institute (TTTI) for Hiring of Skill Training Providers (STPs) for Skill Development and Employment Generation on Motor driving of Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project of SDF under Package No. BD-SDF-412806-CS-QCBS-S-42.0(RELI); IDA Credit No. 6876-BD.

A negotiation meeting was held on 21.04.2025 at 2:30pm at the conference room of Social Development Foundation (SDF). Mr. Md. Mahbubul Alam, FCMA, Director-Finance & Procurement, SDF presided over the meeting and the following persons were present in the meeting:

Name of the participants from STP:

- 1. Brigadier General Md. Omar Faruque ndc, afwc,psc, MPhil (Retd),TTTI.
- 2. Major Md. Moin Uddin (Retd) Course Coordinator, TTTI.
- 3. Md. Nur Alam (Engr), Focal Person, TTTI

SDF:

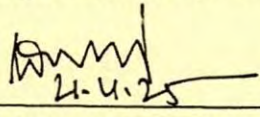
- 1. Md. Mahbubul Alam, FCMA, Director (Finance & Procurement), SDF
- 2. Fawzia Tawheed, GM-YEGS & IA, SDF
- 3. Md. Anarul Islam, Manager (Procurement), SDF
- 4. Mr. Uttam Chowdhury, Deputy Manager (YEGS), SDF

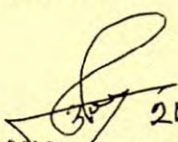
The discussion was held exclusively on the finalization of proposed contract price and Draft Contract agreement along with related aspects of the contract. The following issues were discussed and finalized accordingly. Discussion and decisions as followed :

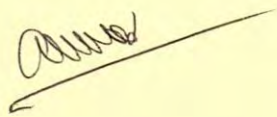
a.	Payment slab and total cost of the contract will be as per ToR of the RFP:-
b.	Total proposal amount BDT: 2,12,47,450/- (Two crore twelve lac forty-seven thousand four hundred fifty) excluding VAT & Taxes for one (1) year for Hiring of Skill Training Providers (STPs) for Skill Development and Employment Generation on Motor driving of RELI Project, SDF
c.	After a detailed scrutiny and threadbare discussion and negotiation, both parties have agreed the total contract amount as per following: - BDT: 1,80,50,000 /- (One crore eighty lac fifty thousand) excluding local taxes BDT: 19,94,500/- (Nineteen lac ninety-four thousand five hundred) as only local taxes) and Total Contract value BDT: 2,00,44,500 (two crore forty-four thousand five hundred) only including local taxes.
d.	Trust Technical Training Institute (TTTI) will provide the professional liability insurance coverage during the contract period.
e.	Trust Technical Training Institute (TTTI) will provide the performance security for an amount of BDT 7,00,000 (Seven lac) only in favor of Social Development foundation (SDF). The performance security must be valid at least up to the contract period of the described service.
f.	The breakdown /details of total cost will be prepared by the consultant through sharing with SDF and will be attached in the final contract agreement.

The chairman in his concluding remarks appreciated all the participants for their active participation especially, to those from Trust Technical Training Institute (TTTI) for their presence and nice cooperation. He also thanked all of his colleagues.

There being no other issue, the meeting ended with vote of thanks from the Chair.


21.4.25
Md. Mahbubul Alam, FCMA,
Director - Finance & Procurement,
Social Development Foundation (SDF)


21/4/25
Md. Omar Faruque, ndc, afwc, psc, MPhil
Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt



(a). General Conditions of Contract

A. General

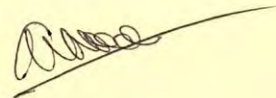
1. Definitions 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
 - (b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
 - (c) The **"Client"** is the party named in the PCC who engages the Consultant to perform the Services.
 - (d) **"Completion"** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (e) **"Completion Date"** is the date of actual completion of the fulfilment of the Services.
 - (f) The **"Consultant"** is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the PCC and the Contract Agreement.
 - (g) **"Contract Agreement"** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (h) **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.
 - (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with **GCC Clause 50.1**
 - (j) **"Day"** means calendar day unless otherwise specified as working day.
 - (k) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to **GCC Clause 18.1**
 - (l) **"GCC"** mean the General Conditions of Contract.
 - (m) **"Government"** means the Government of the People's Republic of Bangladesh.
 - (n) The **"Intended Completion Date"** is the date on which it is intended that the Consultant shall complete the Services as specified in the PCC.
 - (o) **"Member"** means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and **"Members"** means all these entities.
 - (p) **"Month"** means calendar month.
 - (q) **"Party"** means the Client or the Consultant, as the case may be, and **"Parties"** means both of them. Third party means any party other than Client as Consultant.
 - (r) **"Personnel"** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and **"Key Personnel"** means the Personnel referred to in **GCC Sub Clause 24.1**
 - (s) **"Reimbursable expenses"** means all assignment-related costs other than Consultant's remuneration.
 - (t) **"Remuneration"** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
 - (u) **PCC** means the Particular Conditions of Contract.
 - (v) **"Services"** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
 - (w) **"Sub-Consultant"** means any person or entity to whom/which

the Consultant subcontracts any part of the Services.

- (x) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (y) **“Writing”** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

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| 2. Phased Completion | 2.1 | If phased completion is specified in the PCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services). |
| 3. Communications and Notices | 3.1 | Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the PCC. |
| | 3.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| | 3.3 | A Party may change its address for notice hereunder by giving the other Party notice of such change to the address. |
| 4. Governing Law | 4.1 | The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh. |
| 5. Governing Language | 5.1 | The Contract shall be written in English . All correspondences and documents relating to the Contract may be written in English or Bangla . Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern. |
| | 5.2 | The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| 6. Documents Forming the Contract in Order of Precedence | 6.1 | The following documents forming the Contract shall be interpreted in the order of priority: <ul style="list-style-type: none">(a) the Contract Agreement;(b) the Particular Conditions of Contract (PCC);(c) the General Conditions of Contract (GCC);(d) the Appendix (1 to 7); and(e) any other documents as specified in the PCC forming part of the Contract. |
| 7. Assignment | 7.1. | Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client. |
| 8. Eligible Services | 8.1 | All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC. |
| 9. Contractual Ethics | 9.1 | No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution. |
| 10. Joint Venture, Consortium or Association (JVCA) | 10.1 | If the consultant is a Joint Venture all of the parties shall sign the Contract Agreement. |
| | 10.2 | Each partner of the Joint Venture (this does not include sub consultancy) shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract. |
| | 10.3 | The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client. |
| 11. Authority of Member in Charge | 11.1 | In case the Consultant is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client. |
| 12. Authorized | 12.1 | Any action required or permitted to be taken, and any document |

Representatives		required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials as specified in the PCC.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Location	14.1	The Services shall be performed at such locations as are specified in Appendix 1 , to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Taxes	15.1	The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price unless otherwise exempted by the Government.
16. Corrupt, Fraudulent, Collusive or Coercive Practices	16.1	The Government requires that Client, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
	16.2	The Government defines, for the purposes of this provision, the terms set forth below as follows: (a) “<i>corrupt practice</i>” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding; (b) “<i>fraudulent practice</i>” means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client, (c) “<i>collusive practice</i>” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and “<i>coercive practice</i>” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
	16.3	The Government requires that Client, as well as Consultants shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006; (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008; (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.3(b).




- 16.4 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.
- 16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the Consultant alleged to have carried out such practices, the Client will :
- exclude the Consultant from further participation in the particular Procurement proceeding; or
 - declare, at its discretion, the Consultant to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time from participation in procurement proceedings under public fund.

B. Commencement, Completion and Modification of Contract

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| 17. Effectiveness of Contract | 17.1 The Contract shall come into force and effect on the date, called the "Effective Date". |
| 18. Effective Date | 18.1 This Contract shall come into effect on the date the Contract is signed by both parties. The date the Contract comes into effect is defined as the Effective Date. |
| 19. Termination of Contract for Failure to Become Effective | 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 20. Commencement of Services | 20.1 The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC. |
| 21. Expiration of Contract | 21.1 Unless terminated earlier pursuant to GCC Clauses 64 to 67 , this Contract shall expire at the end of such period after the Effective Date as specified in the PCC. |
| 22. Modifications or Variations | 22.1 Pursuant to Rule 104 (d)(8) of the Public Procurement Rules, 2008, the Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment. |

Amended

- 22.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 22.3 The Consultant shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 22.2. The estimate shall comprise the following:
- (a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
 - (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
 - (c) a detail costing covering the total amount of the Variation Orders; and
 - (d) a proposed revision of the schedule of payments as approved, if required.
- 22.4 Variation Orders, as stated under GCC Sub Clause 22.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof, pursuant to Rule 74(4) of the Public Procurement Rules, 2008.
- 22.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 22, the breakdown of the unit price provided in Forms 5B3 and 5B4 shall be the basis.

C. Consultant's Personnel and Sub-Consultants

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

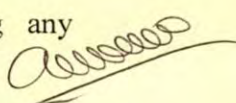
replacement(s).

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

D. Obligations of the Consultant

28. Standard of Performance 28.1 The Consultant shall:
- (a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods etc;
 - (b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and;
 - (c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
29. Conflict of Interests 29.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008.
30. Consultant not to Benefit from Commissions Discounts etc. 30.1 The remuneration of the Consultant as stated under GCC Clauses 47, 48 and 49 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 30.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
31. Consultant and Affiliates not to Engage in Certain Activities 31.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services,
32. Prohibition of Conflicting Activities 32.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
33. Confidentiality 33.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- [For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]*
34. Liability of 34.1 The Consultant, in lieu of or in addition to furnishing any


Md Omer Faruk, ndc, afwc, psc, MPhil
Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt



the
Consultant

Performance Security (as the case may be), shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.

34.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:

- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
- (b) plagiarism or alleged plagiarism by the Consultant.

34.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

34.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 28 provided:

- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services as specified in the PCC;
- (b) that the ceiling on the Consultant's liability under GCC Clause 28 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- (c) that the Consultant's liability under GCC Clause 28 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

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

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

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

35. Insurance
to be taken
out by the
Consultant

35.1 The Consultant

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

36. Accounting

36.1 The Consultant shall

Md Omar Faruque, ndc, afwc, psc, MPhil
Brig Gen (Reid)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt

- , Inspection and Auditing
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 36.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
37. Consultant's Actions Requiring Client's Prior Approval
- 37.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;
- (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
- (c) any other action that may be specified in the PCC.
- 37.2 Notwithstanding any approval under GCC Sub Clause 37.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its Personnel and retain full responsibility for the Services.
38. Reporting Obligations
- 38.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.
39. Proprietary Rights on Documents Prepared by the Consultant
- 39.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.
- 39.2 The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.
- 39.3 Other restrictions about the future use of these documents and software, if any, shall be as specified in the PCC.
40. Proprietary Rights on Equipment & Materials Furnished by the Client.
- 40.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
- 40.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
- 40.3 During the possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

E. Obligations of the Client

41. Assistance and Exemptions
- 41.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
- (b) assist the Consultant in obtaining necessary licenses and permits needed to carry out the Services; and

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

F. Payments to the Consultants

47. Cost Estimate of Services: Ceiling Amount 47.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
- 47.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 47.3, payments under this Contract shall not exceed the ceiling as specified in the PCC.
- 47.3 Notwithstanding GCC Sub Clause 47.2, if pursuant to any of the GCC Clauses 44, 46 or 48 the Parties shall agree that additional

payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 47.1 above, the ceiling set forth in GCC Sub Clause 47.2 above shall be increased by the amount of any such additional payments.

48. Payments: General
- 48.1 All payments under this Contract shall be **made to the account of the Consultant** as specified in the PCC.
- 48.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in **Appendix 6** to the contract, may be charged to the physical contingency provided for only if the Client approved such expenditures prior to being incurred.
- 48.3 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
49. Lump-Sum Payment
- 49.1 Subject to the ceiling specified in GCC Sub-Clause 49.2, the Client shall pay to the Consultant total remuneration which shall be a **fixed lump-sum** including all staff costs, sub-consultants costs, reimbursables, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 49.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1.
50. Contract Price
- 50.1 The Contract Price is set forth in the PCC
51. Modes of Payment
- 51.1 Payments in respect of the Services shall be made as specified in GCC Clauses from 52 to 55.
52. Advance Payment
- 52.1 If so specified in the PCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the PCC. If the advance payment exceeds ten percent (10%) of the contract price, then the advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:
- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.
- 52.2 The Advance Payment will be offset by the Client in a way specified in the PCC.
53. Interim Payments
- 53.1 Payment will be made according to the payment schedule stated in the PCC subject to the provision of advance payment stated in GCC Clause 52. Any other payment shall be made after the conditions listed in the PCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 53.2 The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
- 53.3 If the Client has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 53.4 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
54. Amendment to the Contract
- 54.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.

- 54.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.
55. Final Payment 55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
56. Suspension of Payments 56.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- G. Time Control**
57. Performance Security 57.1 The Client shall notify the Consultant of any claim made against the Bank issuing the Performance Security.
- 57.2 The Client may claim against the Performance Security if any of the following events occurs for fourteen (14) days.
- a) The Consultant is in breach of the terms and conditions of Contract and the Client has duly notified him or her ; and
 - b) The Consultant has not paid an amount due to the Client and the Client has duly notified him or her.
- 57.3 In the event as stated under GCC Sub Clause 57.2, the Client shall assess the estimated compensation payable by the Consultant and the Client shall call for the amount of such compensation from the PS. If it is found that the compensation is to the full value or more of the PS, the Consultant is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more.
- 57.4 If there is no reason to call the Security, the Security shall be discharged by the Client to the Consultant not later than twenty-eight (28) days following the date of Completion of the Consultant's performance obligations under the Contract.
58. Completion of Services 58.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 20.1
59. Early Warning 59.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
60. Extension of the Intended Completion 60.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant, are

Date found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.

61. Progress Meetings
- 61.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 61.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

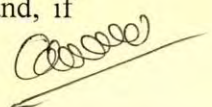
H. Good Faith

62. Good Faith
- 62.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
63. Fairness in Operation
- 63.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

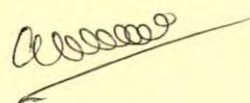
I. Termination and Settlement of Disputes

64. Termination for Default
- 64.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
- 64.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
 - (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 75.2;
 - (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 75.2 within thirty (30) days after receiving written notice from the Consultant that such payment is overdue; or
 - (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

65. Termination for Insolvency 65.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:
- (a) the Client becomes bankrupt or otherwise insolvent;
 - (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
 - (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
66. Termination for Convenience 66.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
67. Termination because of Force Majeure 67.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than forty five (45) days.
68. Force Majeure 68.1 For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 68.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
69. No Breach of Contract 69.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
70. Measures to be taken on Force Majeure 70.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 70.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 70.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 70.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if

- required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
71. Cessation of Rights and Obligations 71.1 Upon termination of the Contract pursuant to GCC Clauses 63 to 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except
- such rights and obligations as may have accrued on the date of termination or expiration;
 - the obligation of confidentiality set forth in GCC Clause 33;
 - the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 36; and
 - any right which a Party may have under the Applicable Law.
72. Cessation of Services 72.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 39 and or 40.
73. Payment upon Termination 73.1 Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Client shall make the following payments to the Consultant:
- payment pursuant to GCC Clause 47 to 55 for Services satisfactorily performed prior to the effective date of termination;
 - except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), & (c) and GCC Sub Clause 64.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.
74. Disputes about Events of Termination 74.1 If either Party disputes whether an event specified in GCC Clause 63, 64 or 65 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 75.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 74.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 75.
75. Settlement of Disputes 75.1 **Amicable Settlement**
- The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 75.2 **Arbitration**
- If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.
- Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the PCC.
 - Notwithstanding any reference to arbitration herein
 - the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
 - the Client shall pay the Consultant any monies due the Consultant

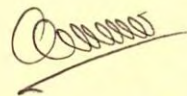



(b). Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Peoples Republic of Bangladesh
3.1	The addresses are: The Managing Director Social Development Foundation (SDF), 22/22 Khilji Road, Mohammadpur, Dhaka-1207, Bangladesh E-mail : md@sdfbd.org Client : Social Development Foundation (SDF) Attention: Md. Nurul Amin, Managing Director Telephone : 41022521, Fax- 41022525, Cell phone 01711-231818. E-mail : md@sdfbd.org Consultants: Trust Technical Training Institute Address: Saver Cantonment Saver, Dhaka-1344, Bangladesh. Attention: Brigadier General Md. Omar Faruque ndc,afwc,psc,MPhil (Retd) Director/ Team Leader Trust Technical Training Institute (TTTI) Cell Phone: 01712-746831
5.1	The language is English
12.1	The Authorized Representatives are: For the Client: Md. Hedayet Ullah GM-Administration, SDF For the STP: Brigadier General Md. Omar Faruque ndc,afwc,psc,MPhil (Retd) Director/ Team Leader Trust Technical Training Institute (TTTI)
17.1	The Effective Date of the contract is 15 May, 2025
20.1	Commencement of Services: 16 June 2025
21.1	The time period shall be twelve (12) Months. The STP shall perform the Services during the period commencing from 15 May 2025 and continue through 14 April, 2026 or any other period as may be subsequently agreed by the parties in writing.

35	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>; (c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.						
48.1	1. The details of the STP account for local currency: a) A/C Name: TTTI SDF Project b) A/C Number: 0010-0210016881 c) Name of the Bank: Trust Bank Limited d) Address: Saver Cantonment Branch						
50.1	The Contract price is: BDT 2,00,44,500 (Two crore forty-four thousand five hundred) only including applicable VAT & Taxes. This amount has been established based on the understanding that it includes all of the Consultant's costs as well as applicable VAT & Taxes as per prevailing government rules.						
51.1	1. Payments shall be made according to the following schedule: A) For services rendered pursuant to Appendix- A, the SDF shall pay the STP an amount not to exceed the ceiling of BDT 2,00,44,500 (Two crore forty-four thousand five hundred) including VAT & Taxes. This amount has been based on the understanding that it includes all of the STP's cost and as well as any tax obligations that may be imposed on the STP and the batch wise payment will be made as per following schedule <table><tr><td>i)</td><td>20% of the total amount will be disbursed upon submission of after 10 days from the date of training started by SDF.</td></tr><tr><td>ii)</td><td>30% of the total amount will be disbursed upon submission at the mid of course conduction.</td></tr><tr><td>iii)</td><td>50% of the total amount will be disbursed upon submission of job placement.</td></tr></table> B) i) The Payment will be made in Bangladeshi taka not later than 30 (thirty) days following submission of invoices in triplicate to the Managing Director, Social Development Foundation (SDF).	i)	20% of the total amount will be disbursed upon submission of after 10 days from the date of training started by SDF.	ii)	30% of the total amount will be disbursed upon submission at the mid of course conduction.	iii)	50% of the total amount will be disbursed upon submission of job placement.
i)	20% of the total amount will be disbursed upon submission of after 10 days from the date of training started by SDF.						
ii)	30% of the total amount will be disbursed upon submission at the mid of course conduction.						
iii)	50% of the total amount will be disbursed upon submission of job placement.						

	ii) The payment will be made to the STP after certification of the bill by concerned Client officials General Manager (Youth & Employment, SDF) / Contract Coordinator. iii) The payment will be made by an account payee cheque addressed to the contracted STP. C) Records & Accounts: The STP shall keep accurate and systematic record and accounts in respect of the services
52.1	Advance Payment not Applicable
53.3	The interest rate is: 1-year LIBOR+2%
57	STP (TTTI) will deposit BDT 7,00,000 (seven lac) as performance security in favour of Social Development Foundation (SDF) which will be returned after the completion of contract period.
75	Settlement of Disputes: Any difference or dispute arising out of this Agreement or relating to this Agreement, or the breach or invalidity thereof, which cannot be amicably settled between the parties, shall be finally settled by Arbitration Act of 2001 as adapted in Bangladesh.




Md Omar Faruque, ndc, afwc, psc, MPhil
Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt

(c). Appendices-A

TERMS OF REFERENCE (ToR)

for hiring skill Training Providers (STPs) for Skill
Development and Employment Generation on Motor Driving.

Package: S 42.0 (RELIP)

Providing Technical and Vocational Education & Training Courses for Youths' Skills Development for Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET training on Light and Heavy Vehicles Motor Driving (Motor Vehicle Driving).

1. **Social Development Foundation (SDF):** Social Development Foundation (SDF), Financial Institutions Division, Ministry of Finance, 22/22 Khilji Road, Mohammadpur, Dhaka-1207; Phone: + 880-2-41022521-4, Email: info@sdfbd.org; website: www.sdfbd.org, hereafter referred to as "SDF" which expression shall include its successors, legal representatives, and permitted assignees.

SDF was established in 2000 as an autonomous and 'not-for profit' organization by the Government of Bangladesh, under the Ministry of Finance. It was registered under the Companies Act 1994 on July 28, 2001. SDF has grown to become one of the most successful organizations in Bangladesh in poverty alleviation and reinforces multi-dimensional programs that impact all aspects of the lives of disadvantaged people, focusing on building sustainable village institutions and the empowerment of women. Its efforts touched the lives of an estimated 6 million people directly and indirectly. It has also made momentous accomplishments in establishing linkages of the poorer section of society with GO/NGO service providers to leverage their resources, involving the unemployed youths in the development process, and institutionalizing effective learning through a participatory process.

With the cherished goals, SDF is currently implementing the Sustainable Coastal and Marine Fisheries Project (SCMFP), and Resilience, Entrepreneurship, and Livelihood Improvement (RELI) Project expanding the scope for the pro-poor for their economic growth through enhancing their income and creating employment opportunities following Community Driven Development (CDD) approach. The holistic approach adopted by SDF enables the poor, particularly women, to build, secure and use social assets to improve their well-being, reduce vulnerabilities, take advantage of new opportunities, exercise their rights and play a more active role in society.

SDF is proud to be part of the development initiatives of the Government of Bangladesh and contributed enormously to achieving the Millennium Development Goals (MDGs), particularly in its project areas and now is heading towards attaining the Sustainable Development Goals (SDGs), aimed at an array of issues that include slashing poverty, improve healthy lives and promote wellbeing, bolster education, achieve gender equality, improve nutrition and promote sustainable agriculture and ensure access to water and sanitation.

2. Brief about RELI Project:

- 2.1 **Introduction:** The COVID-19 pandemic immediately caused major disruptions to economic activity particularly impacting all sections of the population including poor households and micro and small enterprises. To principally address the emergency economic issues of the GoB to fight the COVID-19 crisis and climate-induced events, the Resilience, Entrepreneurship, and Livelihood Improvement (RELI) Project was adopted to implement focusing on the livelihood of the poor and extreme poor in the recovery and resilience building, employment generation, entrepreneurship development, and post-crisis economic recovery preparation in the intervening areas. The RELI project builds on the successful experience of rural poverty alleviation achieved by its predecessors, SIPP-I, SIPP-II, and NJLIP. RELI's approach to livelihood improvement support to the rural poor and extreme poor is essential to provide a timely and effective response to the disruptions created by the COVID-19 pandemic, support post-crisis economic recovery, and ensure greater resilience of beneficiaries. The Financing Agreement and Project Agreement of

the RELI project were signed on June 27, 2021, where the World Bank is providing USD 300 million to the Government of Bangladesh as Credit through the Ministry of Finance to implement the RELI Project with a duration of five years whilst the GoB is providing USD 40 million as operational costs making the total project costs USD 340 million.

The project has four components including (i) Component A: Community Institutions and Livelihood Development; (ii) Component B: Business Development and Institutional Strengthening; (iii) Component C: Project Management, Monitoring and Learning; and (iv) Component D: Contingent Emergency Response Component (CERC).

- 2.2 Component Relevant to EOI: Component B: Business Development and Institutional Strengthening-** Under Component B, support is provided to Producer Groups (PGs) emphasizing on market linkages by implementing a productive partnership approach and linking the PGs to prominent e-commerce sites in response to the movement disruptions created by the COVID-19 pandemic. Support to rural entrepreneurs is provided to prepare for post-crisis economic recovery and to rebuild in a greener, sustainable, and climate-resilient way. Employment generation support to jobless migrant/immigrant returnees residing in villages supported by RELI as well and the costs of skill development training to be borne by the project to overcome the cash crunch created by the COVID-19 pandemic.

Sub-component B.3 Relevant to Skill Development and Employment Generation Support: Support is provided for employment generation through (i) provision of technical support and skill development training for unemployed or under-employed youth and jobless migrant or immigrant returnees to acquire marketable skills and access to employment opportunities; and (ii) provision of stipends for deserving students to access of higher education.

- 2.3 RELI Project Development Objective (PDO):** The Project Development Objective (PDO) is *'to improve livelihoods of the poor and extreme poor, enhance their resilience and support rural entrepreneurship in project areas.'*

- 2.4 Overall Objective of Skill Development and Employment Generation Support:** To improve the technical capacity/skills through TVET of NSDA endorsed Competency Standard curricula/course for the un/under employed youths, Covid-19 affected jobless migrant, immigrant of returnee's immigrants and coastal communities on Light and Heavy Vehicles **Motor Driving** to create scope and access into employment generation (mainly wage employments including rural micro entrepreneur development).

The employment generation will be provided and ensured of sustaining through developing employers linkages, organizing STPs platform and network for job placement with formal and semi-formal approach (supporting wage /job directly, creating scope for self-employment, Nano and micro/small enterprise development, provide employment generation within and outside of the country) for improving their income, lifestyles and livelihoods.

- 2.5 Specific Objectives of STP Services/Assignment:** Providing technical training in the area of **Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET training on Light and heavy Motor Driving (Motor Vehicle Driving,)** for the targeted un/under-employed youths so that they can compete with other competitors in the job market. As well as they can perform better in their working places.

- Design and develop appropriate modules and manual on **Motor Driving** for delivering NSDA endorsed and certified long courses (Residential complete packages and short courses where applicable). Please find the web link Motor Driving: <https://www.skillsportal.gov.bd/#/home/tci/tci-shared-list> This specialize learnt knowledge and skill will enhance their confidence to grab relevant employments.

- Providing course completion/accreditation certificate from NSDA, and other relevant agencies after conduction of technical assessment to create scope for in country and overseas job placement as well as Motor Driving related sub-contracting Motor Driving business operation. This formal accreditation allows them to get jobs in reputed organization as well as in overseas too.

- Generating appropriate and decent employment access and scope to trained and skilled youths/ fishers by STPs (Job cell efforts) in the prestigious industries/ factories/ commercial organizations/production centers/ offices and other factories and farms including high rising building Motor Driving. So that they could stay and continue in their jobs for a long. This market driven Motor Driving technical expertise will lead him/her in developing careers and finding better jobs while after gathered appropriate market driven Motor Driving technical skills.
- Building cooperation, network and linkages with and among the TPOs and the Employers through Employers' Forum and efforts of individual TPOs' intervention and working relations. So that, the trained and skilled youth employment generation may accelerate as well as more opportunity will be explored and availed.

2.6 RELI project PDO Level Indicators: Key indicators to measure the achievement of the Project Development Objective (PDO) include:

- (i) Number of beneficiaries with an income increase of at least 30% from Income Generating Activities and increased employment (of which 90% female);
- (ii) Share of beneficiaries in RELI villages changing poverty status (of which 90% female);
- (iii) Share of beneficiaries who are satisfied with project activities;
- (iv) Number of producers and rural entrepreneurs with increased income of at least 40% (of which 90% female); and
- (v) Share of beneficiaries with improved resilience (of which 90% female).

3. Scope of Motor Driving Works on Skill Development and Employment Generation):

3.1 Rationale: Bangladesh is still facing severe difficulties in terms of developing skilled workforces to meet the crucial demand of skill labors for enhancing the productivity of micro and macro level industries as well as rapid needs of **Motor Driving** sectoral experts for expansion and adoption of Motor Driving oriented new technology integration. On the contrary, a large number of the untapped potential workforce at the rural level are underutilized. To develop occupational and marketable skills of the rural poorest community, the Social Development Foundation (SDF) has been pursuing **the Skill Development Program (SDP)** by implementing livelihood improvement projects since its inception to develop the employability skills of the unemployed and underemployed youths and other members belong to extreme poor and poor households. The Youth Skill Development and Employment Generation Support initiative is one of the Interventions of **B-03 Sub Components** under the **Component-B** of Resilience, Entrepreneurship and Livelihood Improvement (**RELI**) **Project**. The RELI project's YEGS program has specifically targeted 20,000 youths to develop their Technical and Vocational Education and Training skills during the tenure (July 2021-June 2026) of project implementation.

With this effort, the project also has provisioned to provide decent employment support (self and wage employment) including developing micro entrepreneurship at the rural areas for those skilled youths and coastal fishers. In the meantime, a good number of un/underemployed youths and fishers have been trained by the Skill Training Providers (STPs) and a significant number of the them have already been employed in many reputed organizations, factories and industrial parks. Apart from this, a good number of them have developed micro entrepreneurship with the assistance of this projects. To implement the training and skill development activities successfully, SDF intends to invite proposals from the interested STPs to participate in the bidding process for carrying out skill development training on Light and heavy Motor Driving courses. The two major assignments of the contract agreement are i) Technical and Vocational Education skill development training (TVET); and ii) Decent Employment generation support (providing employment to trained youths and fishers in the respective field/job station (prestigious industries/ factories/commercial organizations/production centers/ offices etc.) considering their level of light and heavy vehicles operational skill and appropriateness.

- 3.2 Skill Training Providers (STPs):** Here the STPs will be directly associated with providing TVET skill development training on activities related to capacity building of youths, especially those who offer NSDA-endorsed Technical Training and are certified by NSDA (please see the NSDA portal). The NGOs, Private Sector Institutions/Non-Academic Commercial agencies/National technical Institutions and GoB departments/Directorates and Autonomous Organizations/Training Centers can submit proposals for the purpose.

The STPs will select and decide to execute Light and heavy Motor Driving specialized trade-based technical training/courses, the TVET long courses certified by NSDA (BRTA) curricula for providing and delivering skill development courses for the nominated trainees (18-35 years old) of the project's intervened areas (20 districts under 8 divisions) under five regions of project working areas. SDF will ensure attending of trainees (project beneficiaries) to the STPs and ensure their intake on time in the training centers of STPs subject to finalization by both parties (SDF and STPs). The detailed training arrangement and training delivery process will be explained and inserted in the Contract Agreement which would be signed and contracted with the selected contracting partners (STPs) during the signing Contract Agreement. It is noteworthy to mention here that the selected STPs will have to sign Contract Agreement along with detailed role responsibilities and other terms and conditions to be executed by STPs and SDF.

- 4. Volume of work: Total number of participants (Youth): 500**
- 5. Eligibility Criteria required for Selection of Skill Training Providers (STPs) for implementation of Youth Skill Development Technical Training and Employment Initiatives for Youths.** STPs like organizations interested in delivering Motor Driving led skill development training must have fulfilled the following criteria:
- a. Experience in Skill Development**
 - The institution STPs must have at least seven (7) years of practical experience in similar training interventions.
 - At least 05 years proven track record of providing skills development training in the Motor Driving and provide employment to trainees.
 - b. Networking and Collaboration**
 - Demonstrated excellent networking ability with at least 05 Motor Driving Firms, national employers, overseas agencies related to skill labor supplier, relevant stakeholders (e.g. government agencies, overseas agencies, developers and Motor Driving).
 - c. Registration and Authorization**
 - All applicants must be NSDA registered; and also have authorization by the National Skill Development Authority for delivering the intended training package (Motor Driving).
 - d. Qualified Trainers and Resources**
 - Institutions must have maintained a 02 pairs of skilled and experienced Resource pool of Motor Driving trainer's/resource persons. Resumes of these individuals should be attached to the application, as per training requirements.
 - e. Training and Accommodation Facilities**
 - Organizations must have at least two (2) training classrooms equipped with essential training tools.
 - Well-equipped accommodation facilities in the 05 Regional (Barishal, Cumilla, Jeshore, Mymensingh and Rangpur) districts (to support residential training. Evidence should have enclosed.
 - Capacity to organize training sessions for two batches (25 participants in each batch) simultaneously for three-month durations.
 - f. Employment Generation**
 - Need to issue guarantee letter that at least 85% of trained individuals will be employed.
 - The STPs will be given preference who can provide provisional appointment commitments, must be accompanied with Expression of Interest.
 - Must ensure job placements for trainees before or during training, with formal appointment letters issued by job providers with a support of the STPs.
 - g. Institutional Capacity Requirements**
 - Registration or affiliation as STP from the relevant authorities (NSDA must).
 - Submit attested copies of registration/affiliation certificates.

h. Financial Strength

- Provide audited financial reports for the last three (3) years.
- Attach a current bank solvency certificate with a minimum balance of BDT 20 lakh.

i. Technical and Counseling Support

- Ability to provide regular counseling during training to encourage youths' participation in Motor Driving technical assessments, instill moral values, and motivate trainees for workplace readiness. Organization Health Safety Protocol issues also need to integrate.

j. Joint-Venture Provisions

- A maximum of three (3) organizations can jointly apply for delivering Motor Driving -skills training.
- Submit an inter-relationship agreement between joint-venture organizations with evidence of complementary skills and achievements.

k. Tax Compliance

- Must follow Government of Bangladesh (GoB) VAT and Tax policies.
- Must submit TIN, Valid Return Submission Certificate, and BIN.

6. Working Locations (Regions and Districts): The RELI project is being implemented in a total of 3,200 villages under 68 upazilas of 20 districts throughout the country

6.1 RELI project regions: Barishal, Cumilla, Jeshore, Mymensingh and Rangpur
RELI working 20 districts: Barishal, Perojpur, Patuakhali, Khulna, Magura, Jhenaidah, Mymensingh, Sherpur, Netrokona, Kehoreganj, Rangpur, Kuirgram, Nilphamari, Dinajpur, Chapai-Nawabganj, Naogaon, Laxmipur, Chandpur, and Chittagong and **68 upazila**

7 Major Role and Responsibilities of STPs:

- ✓ Develop NSDA-endorsed comprehensive **Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET training on Light and heavy Motor Driving (Motor Vehicle Driving)** Module and Manual for submission after shortlisting;
- ✓ Contract Agreement signing with SDF for delivering agreed packages (courses) according to agreed terms and conditions mentioned in the contract;
- ✓ Organize, conduct and completion of each course successfully and on time and provide certificates to the skilled participants
- ✓ Organize and conduct course Qualifying Assessments (NTVQF level -1 and 2 by NSDA nominated Assessors) and provide NSDA certificates to the trained participants where applicable.
- ✓ STPs has to facilitate to provide a permanent driving license issued by BRTA.
- ✓ Ensuring job placement at least 85% of the total trained in reputed factories, industries/ construction firm offices/commercial organizations and companies to the trained and skilled participants after completion of main courses (within 60 days).
- ✓ Submit training budget including License cost and agreed with expenditure according to SDF service policy and procurement manual, providing course completion and employment reports are mandatory.

8 Description of the Assignment to be carried out by STPs:

8.1 Name of Assignment: Skill Development Training and Employment Initiatives: Package No.-S 42.0: **Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET training on Light and heavy Motor Driving (Motor Vehicle Driving)**

8.2 Targeted Participants/Trainees: 18-35 years old Un/under-employed Youth and young coastal fishers of SDF's projects will be the target population of the STPs for organizing, conducting and generating employment. SDF will select youths and ensure the training participants for the STPs to receive training in their Training centers.

8.3 Training Course Details: SDF will coordinate with all skill development partners i.e. STPs to provide skills development training and subsequent job placement where STPs will take initiative to organize and conduct training courses as per the following terms and conditions:

- 8.4 **Total targeted trainees for skill development of RELI project:** Under the partnership agreement, around 500 un/underemployed (can be increase/decrease) youths and jobless migrants from plane land areas will receive trade-based technical and vocational education training by April 2026.
- 8.5 **Trainees Segregation:** Among the total participants, STPs will provide residential training on proposed trades Motor Driving each batch consists of **25** participants on marketable trades at their Training Centers, mentioned and agreed regions and districts, the training venues and participants will be selected from SDF's RELI (20 districts) project working areas.
- 8.6 **Trainees' Participation:** It is noted that SDF is responsible to ensure the attendance of all trainees on the day before/first day of training for induction at STPs training centers at mentioned training venues. In addition, representative(s) from the SDF head office or region/district will participate in the inaugural or closing session.
- 8.7 **Safety protocols & Training facilities:** The selected STPs will maintain health and safety protocols, quality of food, refreshment, and accommodation as mentioned in their submitted proposals to SDF and most importantly shall complete the mentioned vocational training courses on time.
- 8.8 **Course Duration:** The contracted STPs will have to maintain the duration of residential training is 2.5 months (75 days). The said training will have **360** credit hours as per the Technical and Vocational Education and Training (TVET) of the NSDA curriculum. The training will be conducted **six days in a week** (Friday holiday but evening task should include in the schedule) and from 9.00 am to 5.00 pm (8 Hours) daily one-hour interval.
9. **Course Certifications:**
- 9.1 **Organizational Certification:** After successful completion of each course/training (every batch), the participants will be awarded certificates to be issued by NSDA.
- 9.2 **Training Courses/Trades Selection:** All STPs will provide NSDA endorsed courses training on demand-driven profession/technical trades on **Motor Driving** but not limited to providing skills training on Motor Driving (Transportation & Equipment Improvement Support) for Providing TVET training on Light and heavy Motor Driving (Motor Vehicle Driving)
- 9.3 **National Skill Development Authority (NSDA) Assessment and Certification:** All successful trainees who will complete the training successfully will further require NSDA certification (Where Applicable) up to NTVQF Level-1 and 2 (trade-wise) to be arranged by respective STP. SDF will provide the actual expenses of the Qualifying Assessment conducted by NSDA assessors which will be included in the agreed budget. This general course certification process will be arranged within one week after completion of the course.
- 9.3 **Organize and Conduction of Participants Counselling:** The half-day counselling will have to facilitate by STPs trainers in every week intervals, and the related costs will be borne by SDF as mutually agreed between SDF & concerned STPs. At least five (05) days basic English communication and practical conversation/speaking classes/sessions should be organized and conducted by STPs for accelerating local and overseas employment.
- 9.4 **Training Schedule, Breakdown of Sessions:** The STPs will have to conduct residential training **six (6) days** a week i.e. Saturday to Thursday for the said periods of **2.5 months (360 credit hours or more to meet the CS of safe driving)**. They will spend an average of **20%** time conducting the theoretical session and the remaining **80%** time conducting **practical sessions**.

9.5

Course Fees and Other Charges: STPs will be paid course fees & other charges based on the current market. The training fees will be negotiated and settled with the finally selected STPs who will be agreed to sign contract agreement with SDF. The training fees and other charges will be fixed for accomplishing residential courses. The total

budget amount includes a specific sub-head of expenses of training delivery and also the VAT & Tax, which will be deducted at source by SDF as per Govt. rules. After completion of each phase of training, the STPs need to submit an invoice to the SDF Regional office having with clearance of the claim bill along with necessary documents (such as training schedule, attendance sheet, job placement report, etc. when & where applicable) and SDF will pay the amount claimed according to contract agreement as indicated.

10. Obligation to Employment Generation (Job Placement mandatory assignment):

Job placement support (wage) for the 85% trained/skilled youths have to be provided according to their obtained skills and it is an integral commitment and obligation of the project. Accordingly, all STPs will have to ensure job placement of **85%** of all successfully trained youths and carry out their responsibilities of tracking them after job placement for at least 3 months. Every STPs will develop a data base (an excel sheet) related to job placement of youths and after completion of job placement report d-base will submit to SDF. A detailed job placement report and Job Placement Bill will have to submit to SDF after the completion of the Job placement of each batch (Batch-wise report).

11. Duration of Agreement: This partnership agreement will be for one year effective from May 2025 to April 2026. Either party may cancel this partnership agreement within thirty (30) days prior notice to the other party. It's worth mentioning here that the partnership agreement tenure may be extended based on the demand of the project on mutual understanding.

12. Input Support and Ownership Pattern:

12.1 Inputs and Support from SDF: SDF will provide project information and relevant documents (Community Operations Manual (COM) and implementation guidelines as requested by the STPs. SDF will provide orientation to the STP training operation team on the community operations manual. One team member at the Region/district/field team will be designated as the contact-on-support person for the STPs assignment/ services.

12.2 Ownership pattern: This assignment is funded by SDF and therefore shall be the owner of the assignment outputs. The STPs will have no right to claim over the assignments or their outputs once completed. Any reports/ research reports/ process documents produced as a part of this assignment shall be deemed to be the property of SDF and the STPs will not have any claims and will not use or reproduce the contents of the above documents without the permission of SD

Issuing Motor Driving License by the BRTA: The concerned STPs will have to arrange and facilitate to provide a valid license issued by Bangladesh Road Transportation Authority (BRTA)/ In this regard, STP will arrange all necessary steps i.e. from the beginning of training start to receive Motor driving license.

13. Procure Modalities of SD & EGS Assignment: Service procurement will be performed by a specialized service delivery organization registered by NSDA through signing contract for a fixed term duration. Technical training on **Motor Driving** and employment support services will be procured based on quality and cost-based selection (QCBS), service procurement like specialized technical training (comprehensive **Motor Driving** training package) for generating market-driven job placement and micro level construction business developers. The training package will be procured based on the current market price and present purchase values, considering other partners contract values comparison and the project package standard. The price is negotiable and it varies from package to package.

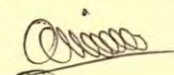
13.1 Procurement Method:

The Skill Development and Employment Generation Support/Business Development services will be hired based on Quality and Cost Based Selection (QCBS) method according to the World Bank Procurement Regulations for IP Borrowers, dated November 2020 ("Procurement Regulations").

- 13.2 **Procedure of Payment:** Payment will be made through an account payee cheque in instalments. SDF will provide 100% of the training fees to STPs in three instalments for each course as per the following breakdown:

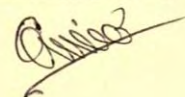
Installment	% of total training fees (in BDT)	Payment schedule days and events	Mode of payment
First installment	20%	After 10 days from the date of training started	in favor of respective TPO through account payee cheque
Second Installment	30%	In the mid (40 days after) course conduction will be paid on basic of review, quality, performance and compliance by SDF/STP	
Third Installment	50%	After job placement completion	
Total	100%		

14. **Review Committee to Monitor contracted STPs' Work:** The Managing Director of SDF shall be responsible for reviewing and monitoring the work of STPs training and assignments through his/her nominated officials. He may constitute a review committee to cooperate, communicate and monitor the progress and interact with the STPs officials. The committee may also seek comments and inputs if necessary on STPs' work from experts and others as appropriate. Payment to the agency will be made upon submission and acceptance of reports by the SDF and as per conditions laid down in the contract agreement.
15. **Reporting Requirements:** The agency would be required to conform to the reporting standards, style, format, size and other specifications as required by the project, and undertake revisions, value addition and other changes as required. The STPs would be required to report directly to the Managing Director, and Director/GM-YEGS after completion of training. "It is mandatory to submit course/batch wise detailed report of each district and project including an employment generation report indicating the key performance, learning emerged and actions recommended. The executive summary of the report should include a matrix to enable better comprehension and improve readability. STPs should prepare reports of **Motor Driving** on good practices and lessons learned on a regular basis.
16. **Declaration/Notice of attention:**
- i) The SDF authority has reserved the right to review trainee program any time and cancel the contract/application entered into with the skill development training without assigning any reason.




(c). **Appendix B - Reporting Requirements**

Sl. No.	Description of reports / activities	Contents of report / activities	Persons to receive	Date of submission: After the date of commencement of services
1	Inception after 10 days from the date of training started (each batch) report: (3 Copies)	Inception Report with a proposed frame work of methodologies and a draft work plan and list of all personnel involved in this task and details of by name beneficiary from TTII.	Managing Director, SDF	Within 10 days after each batch wise training start of the schedule
2	Draft the mid of course conduction Report (3 Copies)	Each course/ <u>batch</u> (25persons) wise detailed report of each district and project including an employment generation report indicating the key performance, learning emerged and actions recommended	Do	Within 300 days after signing of the contract
3	Final job placement Report (3 Copies)	A detailed job placement report along with Bill will have to be submitted to SDF after the completion of the Job placement of each batch (Batch-wise report)	Do	Within 365 days after signing of the contract



(C). APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

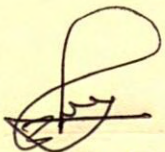
Name	Position
Brig. Gen. Md Omar Faruque ndc, afwc, psc, MPhil (Retd), Director	Team Leader
Col Md Tawfiq-E-Elahi psc (Retd), Additional Director	Training Coordinator
Md. Nur Alom, Focal Person	Center In Charge
Rumer Karmaker	Trainer
Sgt. Azizur Rahman Bhuyian (Retd)	Trainer
Syed Md. Billal Hossain	Trainer
Sgt. Sohel Ahamed (Retd)	Trainer
Md. Sumon	Trainer
Sgt. Abul Kalam Azad (Retd)	Trainer
CPL. Nizam Matubber (Retd)	Trainer
Sgt. Md Abul Bashar (Retd)	Trainer
Md. Ismail	Trainer
Sgt. Humayun Kabir (Rted)	Trainer
Md. Mahamudal Hasan Riaz	Assistant Trainer
Sgt. Shaibur Rahman (Retd)	Assistant Trainer
Sgt. Faruk Hossain Khan (Retd)	Assistant Trainer
Sgt. Kamrul (Retd)	Assistant Trainer
Sgt. Khair Hossain Mridha (Retd)	Assistant Trainer
Swo Md. Azizul Hoque (Retd)	General Trainer
Raisul Islam Khan	Job Placement Officer

Amir

[Signature]

**(C). APPENDIX D –
BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

Not applicable



Md Omar Faruque, ndc, afwc, psc, MPhil
Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt

(c). Appendix E - Breakdown of Contract Price in Local Currency



ISO 9001:2015

ট্রাস্ট টেকনিক্যাল ট্রেনিং ইনস্টিটিউট (টিটিটিআই)

(বাংলাদেশ সেনাবাহিনী কর্তৃক পরিচালিত)

প্রতিষ্ঠানের কোড নং-৫০৮৭৪

সাভার সেনানিবাস, সাভার, টেলিফোন : ০২-২২৪৪৯১০২০

Website: <https://www.tttiawt.net>, E-mail: tttiawt@gmail.com

Annexure - I

Social Development Foundation (SDF)
Technical and Vocational Education and Training (TVET) Program under
Youth Employment Generation Support of RELI Project

Summary budget Sheet

Table-1: Budget breakdown of Residential Training Courses
Per Batch 25 Participants

								Amount in BDT	
Sl.	Particulars	Amount.	Vat Rate	Vat Amounts.	Tax Rate	Tax Amounts.	Total (Vat & Tax) Amounts.	Total Including (Vat Tax)	
Training Budget									
1	Food Cost for Trainee (Breakfast, Lunch, Dinner & Snacks @ 2 Times)	9,000	0.00%	-	0.00%	-	-	9,000	
2	Trainee Accommodation Cost	3,000	15.00%	450	5.00%	150	600	3,600	
3	Training Venue rent	1,800	15.00%	270	5.00%	90	360	2,160	
4	Training Materials and Fuel Cost	3,960	10.00%	396	5.00%	198	594	4,554	
5	Vehicle Routine Repair & Maintenance	1,500	10.00%	150	8.00%	120	270	1,770	
6	Driving License including Assessment	7,504	0.00%	-	0.00%	-	-	7,504	
7	Staff Salary Cost (Trainer, Management Staff & Trainer)	8,660	15.00%	1,299	10.00%	866	2,165	10,825	
8	Overhead Cost (Opening/Closing Ceremony, Medical support, Guest Speaker, Job Fair etc)	676	0.00%	-	0.00%	-	-	676	
Total cost for each participant		36,100		2,565		1,424	3,989	40,089	
Total cost for each batch (25 participants)		902,500		61,560		34,176	95,736	962,136	
Total Cost for Skill Training (500 Participants)		18,050,000		1,282,500		712,000	1,994,500	20,044,500	

Note: The rate of Income Tax & VAT shall be as per prevailing Government rate at the time of payment.



Md Omar Faruque, ndc, afwc, psc, MPhil
Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt

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Brig Gen (Retd)
Director
Trust Technical Training Institute (TTTI)
Savar Cantt

(C). APPENDIX - F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

The following services and facilities will be provided to the STP by the Client.

18-35 years old Un/under-employed Youth of SDF's projects will be the target population of the TTTI for organizing, conducting and generating employment. SDF will select, nominate and ensure the training participants for the TTTI to deliver training in their Training centers.

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