WORLD BANK GROUP

Government of the People's Republic of Bangladesh

Bangladesh Economic Zones Authority

Prime Minister's Office

Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE Project, Project No.: P170688, Credit No.: IDA 6676-BD)

Pre-Proposal Conference Minutes

For

Selection of Enterprise and Skills Agency (nominally Skills Voucher Programme) (1st Phase)

(Package No: PMC-26A-BSMSN-BEZA)

March 2024

Government of the People's Republic of Bangladesh
Bangladesh Economic Zones Authority
Prime Minister's Office

Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE Project, Project No.: P170688, Credit No.: IDA 6676-BD)

Minutes of Pre-Proposal Conference for 'Selection of Enterprise and Skills Agency (nominally Skills Voucher Programme) (1st Phase)'

Venue	: BEZA Conference Room, Biniyog Bhaban, E-6/B, Agargaon, Sher-E-Bangla Nagar, Dhaka-1207
Date & Time	: 15/02/2024 at 11:00 AM
Chairperson	: Abdullah Al Mahmud Faruk Project Director Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE Project), BEZA

At the beginning of the meeting, the chairperson welcomed the participants and delivered a brief introduction about Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project (Bangladesh PRIDE Project). He also highlighted objectives of the pre-proposal conference and then deliver a short presentation on different issues of this consultancy services and Request for Proposal (RFP) document to get convenient the shortlisted firms for the preparation of proposal. In the conference, it is stated the background of the consultancy services and selection method as well as major areas of RFP document, important clauses of Instructions to Consultants (ITC), Proposal Data Sheet (PDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), selection criteria, marks allocated for different criteria, sub-criteria, type of contract, objectives and the scope of the services.

Subsequently, the chairperson of this meeting highlighted the ITC, SCC and other relevant clauses of which major clauses are; (a) ITC reference Clause 17.4 of PDS: the prospective consultant shall submit one (1) original and one (1) copy and one (1) USB drive of the technical proposal and one (1) original copy of the Financial Proposal, (b) ITC Clause 11.1: Consultant including the individual members of any Joint Venture shall submit only one Proposal either in its own name or as part of a Joint Venture, if they submit or participates in more than one proposal, then all such proposals shall be disqualified and rejected, (c) ITC Clause 12.3: Any Key Expert nominated in the Consultant's Proposal without his/her confirmation or not available at the time of proposal submission, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5 (Fraud and Corruption), (d) ITC Clause15.1.1: Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position and failure to comply with this requirement will make the Proposal non-responsive.

The Chairperson of the meeting then invited questions/queries from the participating Consultants and/or their representatives. Subsequently their queries along with the explanations/clarifications are provided as follows:

Sl. No.	Query raised	Clarifications provided
1.	RFP Page 82 What is the duration of the project for ESA Operator? Is it 18 months or anything else?	The duration of this assignment is up to end of Project Period (i.e. 31 December 2025).
2.	RFP Page 92 What is the estimated time-input of Non-Key Experts? Do we have to include the costs of Non-Key Experts in the budget?	The Consultant is requested to assess to determine the time-input of Non-Key Experts for his assignment. The Consultant may include cost of Non-Key Experts, if necessary.
3.	RFP Page 34 (Clause 10.1) FORM TECH – 8 (Sexual Exploitation and Abuse Performance Declaration) is not mentioned in the required FORM list. However, a standard format of FORM TECH - 8 is included in page 63. Is the Consultant required to submit this Form as the Full Technical Proposal (FTP)?	The Consultant is requested to follow the instruction of Request for Proposal (RFP) and submit the documents as per decorum of RFP.
4.	RFP Page 34 (Clause 10.1) Is it required to submit the legal documents again with the proposal?	The Consultant is requested to follow the instruction of Request for Proposal (RFP) and submit the documents as per requirement of RFP.
5.	RFP Budget To what extent expert's charge home days for working on the project? Will they be allowed to charge a small part of their time for work	Please follow the Form Tech-5 of Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	outside of the country?	
6.	RFP See 2. Management fee Is it correct that the fund for the vouchers will be managed by BEZA and they will be responsible for signing-off and the disbursement to the training providers? Whereas the role of the contractor/technical assistance team would be to set-up the monitoring and reporting systems and operations manual, tracking implementation progress with the numbers in training and completion of training and employment outcomes, as well as issues associated with quality assurance. In addition, would the contractor/technical assistance team also be responsible for providing advice on the management of the fund, especially around issues associated with efficiency and effectiveness? Or is the consultant expected to register as an Enterprise Skills Operator in Bangladesh and open up a bank account for the ESA during the pilot?	Please follow the Request for Proposal (RFP) and Operation Manual (OM).
7.	See Pilot Scope of work How geographical wide are the economic zones in which the tenants and training companies are based? Would the team be required to	All around Bangladesh.

Sl. No.	Query raised	Clarifications provided
	travel around Bangladesh or is it all going to be based in Dhaka?	
8.	RFP See 2. Management fee Is it correct that the fund for the vouchers will be managed by BEZA and they will be responsible for signing-off and the disbursement to the training providers? Whereas the role of the contractor/technical assistance team would be to set-up the monitoring and reporting systems and operations manual, tracking implementation progress with the numbers in training and completion of training and employment outcomes, as well as issues associated with quality assurance.	Please follow the Request for Proposal (RFP) and Operation Manual (OM).
9.	RFP See 2. Management fee Would the contractor/technical assistance team also be responsible for providing advice on the management of the fund, especially around issues associated with efficiency and effectiveness? Or is the consultant expected to register as an Enterprise Skills Operator in Bangladesh and open up a bank account for the ESA during the pilot?	Please follow the Request for Proposal (RFP) and Operation Manual (OM).
10.	ITC 17.7 and 17.9 The Proposals must be submitted no later than:	The Proposals must be submitted no later than: Date: 27 March 2024 Time: 14:00 Hours Local Time (GMT+6:00)

Sl. No.	Query raised	Clarifications provided
	Date: 20 March 2024 Time: 14:00 Hours Local Time (GMT+6:00) May we request you to please extend the proposal submission deadline by couple of weeks to submit the competitive bid.	
11.	ITC Reference 17.1, Data sheet The Consultants shall not have the option of submitting their Proposals electronically. We do not have any local associate partner with us. So, we request you kindly accept the soft submission of the proposals (technical and financial) through e-mail. Our technical and financial proposals will be password protected. We will share the password for opening the technical proposal at the time of the opening meeting of the technical proposal and the password for opening the financial proposal will be provided by us at the time of opening the financial proposals after the completion of the evaluation of the technical bids.	Please follow the Request for Proposal (RFP).
12.	TOR, Page No. 83 The duration of the assignment will be from the date of the appointment of the ESA Operator to the close of the PRIDE project which is December 31, 2025. Please confirm exact duration of assignment.	The duration of this assignment is up to end of Project Period (i.e. 31 December 2025).

Sl. No.	Query raised	Clarifications provided
13.	Page No.100, TOR Budget: Skills Voucher Fund of approximately US$ 1250000 (one million two hundred fifty thousand US dollars). Please confirm whether the Consultant needs to include Skill Voucher Fund of USD 1250000 in their financial quote or not.	The Client does not disclose any information regarding budget of Skills Voucher Fund. Please follow the FORM-FIN-2, FORM-FIN-3 & FORM-FIN-4 of Request for Proposal (RFP).
14.	TOR, Page No. 82 II. Location, Scale and Duration of the Assignment: make training available for up to 2500 learners of which at least 500 will be higher level (Bangladesh National Qualification Framework LS Diploma or equivalent). The consultant needs to provide training to at least 500 learners. Please confirm whether the Consultant needs to include cost of providing training to tenants in their financial quote or the Client will bear cost of it.	The client will bear that specified cost.
15.	Para 13.1/ Section 2- Data Sheet Clarifications may be requested no later than 14 days prior to the submission deadline.	Yes.

Sl. No.	Query raised	Clarifications provided
	Since the submission date is on March 20, 2024, we understand that the last date for seeking clarification is March 7, 2024. Request your confirmation on the date and our understanding.	
16.	Para 14.1.1/ Section 2- Data Sheet Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes It is understood that shortlisted firms are allowed to associate with non- shortlisted firms for submission of response to the RFP. Kindly confirm that our understanding is correct.	Correct.
17.	Para 16.4/ Section 2 – Data Sheet The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies We request confirmation that if a financial proposal, submitted in USD (singly or in combination with other currencies), is selected as the winning bid, all subsequent payments for the services provided under this proposal will also be made in USD (for the amount as quoted in the financial proposal). Kindly confirm that our understanding is correct.	The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
18.	Para 26.1/ Section 2 – Data Sheet	Correct

Sl. No.	Query raised	Clarifications provided
	The single currency for the conversion of all prices expressed in various currencies into a single one is: Bangladeshi Taka We understand that the intent for this clause is solely for the purpose of evaluation and will have no bearing on any subsequent payment. Kindly confirm that our understanding is correct.	
19.	Section 3. Technical Proposal - Standard Forms: Power of Attorney Power of Attorney: No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members It is understood that Power of Attorney can be executed on Indian Stamp Paper (in our case) / Stamp Paper of a country other than Bangladesh. Kindly confirm if our understanding is correct.	Correct
20.	Note at the end of the page/ Section 3. Technical Proposal - Standard Forms 1 : Consent letter means that the respective key expert only give one firm of his consent for this	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	assignment] must have signed by Key experts. Sign must be original or Digitally signed (Scanned signature is not acceptable) There may be logistical challenges due to the geographical dispersion of these experts. Therefore, we propose an alternative approach to facilitate compliance with this mandate. We request permission to submit consent letters in a scanned format, each duly authenticated by a countersignature from our Authorized Signatory. This adjustment will ensure both the integrity of the consent process and the feasibility of document submission under the constraints of our experts' locations.	
21.	Form FIN-2 Summary of Costs Total Cost of the Financial Proposal We understand that the budget value for this project as indicated in the PRIDE Procurement plan dated 12.02.24, on the World Bank site, also includes the tax component. We seek your confirmation on the above	The Client will not disclose any information regarding cost.
22.	Para 2 under I. Background and Purpose/ Section 7. Terms of Reference The objectives of BSMSN Development Project's skills development component will be delivered.	Throughout all of the EZs in Bangladesh.

Sl. No.	Query raised	Clarifications provided
	by an Enterprise and Skills Agency (ESA) which will make high quality skills development services available to tenants in selected Economic Zones. This document sets out the Terms of Reference (ToR) for piloting the ESA. We seek a clarification as to which would be the selected Economic zones which will be covered in the project. Also kindly specify the number of tenants currently operating in such selected Economic zones.	
23.	Para 1 The ESA Operator will pay training providers against training-related outcomes and oversee payments by tenants for agreed employment outcomes. Considering the ESA Operator's role in managing funds and processing payments, this requirement could introduce a conflict of interest, as the operator would be paying for the firm that audits its own financial management. To mitigate this potential conflict and maintain the integrity of the audit process, we suggest reconsidering this provision. It may be more appropriate for BEZA or another independent entity to assume the responsibility for engaging and compensating the audit firm. This change would ensure an unbiased and transparent audit, aligning	Please follow the Request for Proposal (RFP).

9

Sl. No.	Query raised	Clarifications provided
	with best practices in financial oversight. Could you confirm if this amendment to the Terms of Reference for the ESA Operator can be accommodated?	
24.	II. Location, Scale and Duration of the Assignment This is a Dhaka-based assignment requiring the ESA Operator to have an office in Bangladesh, though the design and direction of the operation is likely to require international expertise. We request clarification on the operational logistics for the experts deployed under this project. Specifically, are the experts expected to conduct their duties primarily from the client's office in Dhaka?	Please follow the Request for Proposal (RFP).
25.	II. Location, Scale and Duration of the Assignment The lifetime of the project is expected to include a start-up period which includes design of the pilot operation and the pilot evaluation framework, followed by up to 1.5 years of operation, and closing with an evaluation of the pilot Considering that the project end-date is in December 2025 and the anticipated commencement of operation will be from July 20, 2024, the total project period will be 1.5 years. Could you please clarify if the total project period, including Inception, start-up and evaluation, is included within the 1.5-year timeline mentioned?	Everything will need to complete within project period.
26.	II. Location, Scale and Duration of the Assignment During the pilot operation the ESA Operator is expected to:	

Sl. No.	Query raised	Clarifications provided
	serve approximately 40 tenants and firms in their supply chain by the end of the project in two geographies, possibly expanding the services into other geographies dependent on business justification; Kindly specify the number of tenants presently operating in the targeted EZs. Also, kindly specify which two geographies are being referred to in this point.	
27.	Clause 5 Provide a standard format by which participating tenants, participating training providers, and the ESA can enter a **three-way contract** that: a. allows the tenant to call off the services up to the pre-agreed amount and sets out their responsibilities. b. sets out the training provider's responsibilities in providing those services c. sets out the conditions under which the ESA and the tenant will pay the training provider for services delivered to the tenant. We note the implications of such an arrangement. Specifically, this structure implies that the ESA (an international agency) is directly procuring services from the training providers and making payments from its own accounts. Given the ESA's status as an international	The ESA Operator will pay fees to training providers from a bank account that they will set up in Bangladesh for the purpose. The account will be funded by BEZA periodically based on expected transaction volumes. Management of the fee-related workflows is an important part of the services required of the ESA Operator. The same approach is already successfully operated in other projects. Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	entity, it may have due diligence requirements that exceed the project's needs and could potentially hinder timely project execution. Additionally, it's our understanding that the ESA's role is primarily to manage funds on behalf of BEZA, not to act as a direct party in service procurement which as stated above would delay functional aspects / execution / delivery at the ground level. Considering these factors, we propose that ESA should not be made a signatory. This approach would streamline due diligence processes to align with the project's requirements and enhance operational efficiency. Could you please confirm if this adjustment to the contractual arrangement is possible?	
28.	IV. Expertise required/ Section 7. Terms of Reference The following tables provide the key professional's minimum qualification for educational background and professional experiences: The table mentions "Human Resource Development" under both the qualifications and experience requirements against each expert. Given the context of the RFP, we understand that the term "Human Resource Development" could be interchangeably signify "Technical	Not Correct. Please proceed on following the RFP.

Sl. No.	Query raised	Clarifications provided
	& Vocational Education & Training (TVET)" or "Skill development". We request you to confirm if our understanding is correct.	
29.	Last para of "Monitoring, Reporting and Evaluation" The ESA Operator will engage and pay for services of an independent audit firm (Chartered Accountant firm) acceptable to BEZA and in accordance with applicable international auditing standards. Given that the ESA operator will be managing the funds and making payments, putting the onus of paying for an Audit firm service would entail a clear conflict of interest. We recommend that this provision should be excluded from the ToR for the ESA Operator	There is no conflict of interest. Please follow the Request for Proposal (RFP).
30.	VII. Budget 1. The Skills Voucher Fund - which the ESA Operator will disburse to training providers, based on advance payments from BEZA and according to the operation plan. 2. The Management Fee - the fee paid to the Consultant for management of the pilot and conducting the evaluation study. We understand that the firms must quote for the "management fee" only. And the "Skills Voucher Fund" is fixed at one million two hundred fifty thousand US dollars (USD 1,250,000) which need not be part of the quotation of the ESA. Kindly confirm if our understanding is correct.	"Skills Voucher Fund" is fixed which need not be part of the quotation of the ESA. Bank account one for ESA Firm which is related to their tax and other's purpose. Another bank account dedicated for SVP payment/operation purpose. There is no VAT/Tax profit etc. There is no conflict between two accounts. Details shown in SVP operation manual.

Sl. No.	Query raised	Clarifications provided
31.	In reference to the 'Skills Voucher Fund' and 'Management Fee' sections under VII. Budget on page 100, and the draft Operation Manual's instruction on page 8, Para 22(d) regarding the ESA Operator opening a new bank account for SVP, we have identified potential financial and tax implications for the ESA Operator, especially given its status as an international entity. The requirement for the ESA Operator to manage funds directly could have significant implications on its profit and loss (P&L) accounts and may trigger tax liabilities due to fund transfers to an international/national firm's account. 1. We seek clarification on whether the Skill Voucher Fund amounts will be considered net of taxes to mitigate any unintended tax implications for the ESA Operator. 2. To avoid these financial and tax complexities, we propose an alternative approach where the funds remain within BEZA's accounts. Under this model, the ESA Operator would recommend payments to Training Providers based on adherence to agreed parameters. This suggestion aims to streamline the financial management process, aligning with the principle that 50% of the management fee is contingent upon achieving targeted results, thus ensuring the ESA Operator's accountability. Additionally, the ESA Operator would be	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	prepared to mobilize extra expertise to assist BEZA in managing these payments, while still fulfilling its obligations to monitor voucher disbursements and maintain documentation against specified parameters. Could you please provide guidance on these points and consider our recommendation for adjusting the fund management approach to better suit the project's operational and financial integrity?"	
32.	Payments Table Voucher allocation fee (15%), Training completion fee (20%), Employment outcome fee (15%) The number of tri-partite agreements which will eventually be signed is not clear at the moment. More so, as we do not have the accurate view of the geography, number of tenants, and there could be 'n' number of training provider and job role combinations which would be required to successfully deliver / operate etc. Hence, for the purpose of payments, it is requested that an optimum target number of agreements is mentioned / specified .	Please follow the Request for Proposal (RFP).
33.	Payments Table *Request for inclusion of a clause*	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	It is suggested that a Team Deployment Fee (for Key Experts) of 5% is suitably included and the expected timeline is kept as First 2 months after on-boarding. It is requested that the Authority agrees on the above as this would help the agencies to maintain its cash flows.	
34.	Payments Table *Request for inclusion of a clause* It is requested that the Authority specifies the period for release of payment once an invoice is submitted. Suggestive clause: Invoice will be raised by the ESA firm on submission of deliverables. If there is no objection in terms of performance, deliverable or invoice value then the invoice and the deliverables will be deemed accepted by the Client. Payments shall be released to the ESA firm within 30 days of submission of invoice. If there is an objection to the performance, deliverable or invoice value, then the Client shall raise objection within 15 days of invoice submission date. In such a scenario, the ESA firm shall take corrective measures and resubmit the invoice. Payments shall be released within 30 days of resubmission of invoice.	Please follow the Request for Proposal (RFP).
35.	23.1	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	The following **limitation of the Consultant's Liability** towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (if) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country],	

Sl. No.	Query raised	Clarifications provided
	The cap on the liability which is acceptable is **one time of total value** of the contract. For gross negligence and wilful misconduct, consultant's liability is unlimited for even direct and indirect liability and is not acceptable. Major Contention is indirect liability on gross negligence and wilful misconduct. **Suggestive clause:** It is requested that the following clause is included in the RFP document / at the agreement stage: The Authority shall not recover from the Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Authority shall not recover from Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with	

Sl. No.	Query raised	Clarifications provided
	claims arising out of this Agreement or otherwise relating to the Services.	
36.	18, 22 – Confidentiality 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals. 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	22.1. Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services. Request for addition of the following Clause at the Agreement stage: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal	

Sl. No.	Query raised	Clarifications provided
	process or professional regulations. These obligations shall be valid for a period of 3 year from the date of termination of this Agreement.	
37.	5.2 - Client's Right to Audit EY Fraud and Corruption 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6. 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. VIII. World Bank Fiduciary Requirements The ESA Operator and its management of the pilot will be expected to comply with World Bank fiduciary requirements under a Financing Agreement between the World Bank and the Government The Agreement sets out the obligations of the ESA Operator to: (a) operate the ESA pilot in accordance with the provisions of the ESA Operations	The potential for a conflict will be managed by making it clear in contract that the ESA Operator will engage the auditor on behalf of BEZA, in much the same way as a firm's executive engages audit on behalf of its non-executive board. The management processes relating to audit will be supported by the ESA Operator, and fees are paid out of operational spend, but BEZA has full visibility into the process and is the final decision-maker on auditor selection. Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	Manual and the Bank's Anti-Corruption Guidelines; (b) maintain a financial management system and prepare financial reports in an acceptable format reflecting the operations, resources and expenditures for vouchers; (c) arrange to have such financial reports audited by acceptable independent auditors/audit firm, appointed by the World Bank (if deemed necessary by the World Bank) in accordance with consistently applied auditing standards and delivered on a timely basis and in addition to internal audits carried out by the ESA; (d) Facilitate all the required financial reports and other relevant documents to BEZA PIU for external audit conducted by FAPAD; (e) enter into tripartite agreements with employers (tenants and their suppliers) and training providers under the appropriate terms and conditions; (f) submit claims for funding to the PIU along with supporting documentation of eligible expenditures as well as advance; (g) enable the World Bank to inspect any relevant records and documents; (h) prepare and furnish to the Government and World Bank all such project related information as the Bank shall reasonably request; and, (i) exercise its rights under the Management Agreement between the Government and the ESA in such manner as to protect the interests of the Government and the World Bank and the objectives of the Fund program.	

Sl. No.	Query raised	Clarifications provided
	25. Accounting, Inspection and Auditing 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).	

Sl. No.	Query raised	Clarifications provided
	Auditing rights with client is not acceptable. It is suggested that we can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the EY Firm's premises.	
38.	Disclosure of EY Reports to Third Parties The following is proposed to be added at the Agreement stage: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.	Please follow the Request for Proposal (RFP).
39.	Insurance Our professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement. Since the professional indemnity insurance policy is confidential, the terms of the policy shall not be disclosed.	Insurance will be done as per law of People's Republic of Bangladesh.
40.	Force Majeure	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	It is recommended to add below clause to under Force Majeure to facilitate remote working: (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (ii) Where EY Personnel are required to be in present at Client's premises, EY will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk	
41.	Dispute Resolution	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	Suggestive clause to be added in the agreement: "1. Any dispute arising out of or in connection with this Agreement shall be referred by written notice: a. first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and b. failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of EY (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties. 2. If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties."	
42.	Termination	Please follow the Request for Proposal (RFP).

Sl. No.	Query raised	Clarifications provided
	Suggestive additional clause: "EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations."	

As there was no other issue to discuss, the Chairperson then concluded the meeting with a vote of thanks to all participants.

14/03/2024

Abdullah Al Mahmud Faruk
Project Director
Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) Development Project
(Bangladesh PRIDE Project), BEZA