

Request for Bids

Non-Consulting Services

Employer: Bangladesh Computer Council (BCC)

Project: Leveraging ICT for Growth, Employment & Governance Project

Contract title: Delivery of Job Fairs, Roundtable Discussions & Workshops, Promotional Activities for Local Market Engagement and Marketing Material Development to Support Industry Promotion

Country: Bangladesh

Credit No.: 5911-BD

RFB No: AF-NS5

Issued on: 28 May 2018

1. The People's Republic of Bangladesh has received financing from the World Bank toward the cost of the Leveraging ICT for Growth, Employment & Governance Project, and intends to apply part of the proceeds toward payments under the contract for Delivery of Job Fairs, Roundtable Discussions & Workshops, Promotional Activities for Local Market Engagement and Marketing Material Development to Support Industry Promotion.
2. The Bangladesh Computer Council (BCC) represented by the Project Director, Leveraging ICT for Growth, Employment & Governance Project now invites sealed Bids from eligible Bidders for Delivery of Job Fairs, Roundtable Discussions & Workshops, Promotional Activities for Local Market Engagement and Marketing Material Development to Support Industry Promotion.
3. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers -" July 2016 revised November 2017 ("Procurement Regulations"), and is open to all eligible Bidders (or only to prequalified Bidders as the case may be) as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from Project Director, Leveraging ICT for Growth, Employment and Governance Project, ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka -1207, Bangladesh. For the convenience of the Bidders an unofficial electronic copy of bidding document can also be viewed at website www.bcc.gov.bd (for inspection purpose only).
5. The bidding document (official hard copy) in **English** may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of Bangladesh Taka (BDT) 2,000 (BDT Two Thousand only). The method of payment will be Bank Draft or Pay Order in favor of Project Director, Leveraging ICT for Growth, Employment and Governance Project.

6. Bids must be delivered to the address below on or before 28 June 2018 up to BST 15:00 hours. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on BST 15:30 hours on 28 June 2018.
7. All Bids shall be valid for a period of 120 days after bid closing and must be accompanied by bid security of BDT 600,000 (BDT Six Hundred Thousand Only).
8. A Pre-bid meeting with the representatives of prospective bidders will be held at BST 11: 00 hours on 10 June 2018 at a venue of Conference Room (2nd Floor), Bangladesh Computer Council (BCC), ICT Tower, Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.
9. The authority reserves the right to accept or reject any or all bids without assigning any reason thereof.
10. The address referred to above is:

(Md. Rezaul Karim, ndc)

Project Director

Leveraging ICT for Growth, Employment and Governance Project

Bangladesh Computer Council (BCC), ICT Tower (2nd Floor),

Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka -1207, Bangladesh.

Telephone: +880-2-8181381, Fax: +880-2-8181383

[E-mail: pd.lict@bcc.gov.bd](mailto:pd.lict@bcc.gov.bd)

Request for Bids

Non-Consulting Services

Procurement of:

Delivery of Job Fairs, Roundtable Discussions & Workshops, Promotional Activities for Local Market Engagement and Marketing Material Development to Support Industry Promotion

RFB No: *AF-NS5*

Project: Leveraging ICT for Growth, Employment & Governance Project

Employer: Bangladesh Computer Council (BCC)

Information and Communication Technology Division

Ministry of Posts, Telecommunications and Information Technology

Country: Bangladesh

Issued on: 28 May 2018

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Part I – Bidding Procedures

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Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided **in the BDS**.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any

rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 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 VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its

prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Qualification of the Bidder

- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule,

including drawings and charts, as necessary.

- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.

- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all

information or documentation as is required by the bidding document.

7. Site Visit 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

8. Clarification of Bidding Document 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.

9. Amendment of Bidding Document 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.

9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

C. Preparation of Bids

10. Cost of Bidding 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

11. Language of Bid 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and

printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents
Comprising
the Bid**

12.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 13;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
- (d) **Alternative Bid:** if permissible in accordance with ITB 14;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (i) any other document required **in the BDS**.

12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**13. Letter of Bid
and Activity
Schedule**

13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

14. Alternative Bids

- 14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.

15. Bid Prices and Discounts

- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.
- 15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 16. Currencies of Bid and Payment**
- 16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.
- 16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.
- 16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.
- 17. Documents Establishing Conformity of Services**
- 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.
- 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.
- 18. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains

essentially correct as of the date of Bid submission.

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of
Bids**

19.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety

company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

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

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the

name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

- 20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked “Original.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.
- 21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if

they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and
- (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
 - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 23.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall

thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

26. Bid Opening

26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid

opening.

- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 26.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 29. Deviations, Reservations, and Omissions** 29.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 30. Determination of Responsiveness** 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.
- 30.2 A substantially responsive Bid is one that meets the requirements of

the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors and Omissions

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

32. Correction of Arithmetical Errors

32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line

item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.

34. Margin of Preference

34.1 A margin of preference shall not apply.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (b) price adjustment due to discounts offered in accordance with ITB 15.4;
- (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB

33;

- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

38. Qualification of the Bidder

38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying

criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

40. Standstill Period

40.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

41. Notification of Intention to Award

41.1 The Employer shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period; and

- (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

42. Award Criteria

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

43. Notification of Award

43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official

gazette. The Employer shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Employer

44.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

44.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC

3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Adjudicator

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

**48. Procurement
Related
Complaint**

48.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is AF-NS5</p> <p>The Employer is: Bangladesh Computer Council (BCC) represented by Project Director, Leveraging ICT for Growth, Employment & Governance Project.</p> <p>The name of the RFB is: Delivery of Job Fairs, Roundtable Discussions & Workshops, Promotional Activities for Local Market Engagement and Marketing Material Development to Support Industry Promotion.</p> <p>The number and identification of lots (contracts) comprising this RFB is: one.</p>
ITB 1.2(a)	Not Applicable.
ITB 1.3	The Intended Completion Date is 08 Months from the date of contract commencement.
ITB 2.1	<p>The Borrower is: The People’s Republic of Bangladesh</p> <p>Loan or Financing Agreement amount: US\$ 39 million (Additional Financing)</p> <p>The name of the Project is: Leveraging ICT for Growth, Employment & Governance Project.</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>it is preferable to limit maximum three members in the Joint venture..</i>
ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 8.1	<p>For Clarification of Bid purposes only, the Employer’s address is:</p> <p>Attention: Md. Rezaul Karim ndc, Project Director</p> <p>Address: 2nd Floor, Bangladesh Computer Council (BCC), ICT Tower (Old BCC Bhaban), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.</p>

	<p>Telephone:+88-02-8181381</p> <p>Facsimile: +88-02-8181383</p> <p>E-mail: pd.lict@bcc.gov.bd</p> <p>Requests for clarification should be received by the Employer no later than: 12 days from publication of Request for Bid.</p> <p>Web page: www.bcc.gov.bd</p>
	C. Preparation of Bids
ITB 11.1	<p>The language of the Bid is English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 12.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> (i) Trade License; (ii) TIN Certificate; (iii) VAT Certificate; (iv) Credit Line to be issued by any scheduled Bank of Bangladesh; (v) Audit Reports for Annual Volume of Services (vi) CVs for the Required Positions
ITB 14.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: Not Applicable .
ITB 15.7	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 16.1	The Bidder shall quote all prices in the Bid Submission Letter and in the Price (Activity) Schedule in Bangladesh Taka currency.
ITB 16.2	Not Applicable.
ITB 16.3	Not Applicable.
ITB 18.4	Prequalification has not been undertaken.
ITB 19.1	The Bid validity period shall be 120 days after the deadline for Bid submission specified in the BDS.

ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): Not Applicable.
ITB 20.1	<p>A Bid Security <i>shall be</i> required.</p> <p>A Bid-Securing Declaration <i>shall not be</i> required.</p> <p>Bid Security shall be in the form of an unconditional guarantee issued by a bank.</p> <p>Bid security shall be submitted using the Bid Security Form included in Section IV.</p> <p>The amount of Bid Security shall be required, the amount and currency of the Bid Security shall be BDT 600,000.00 (BDT Six Hundred Thousand Only).</p> <p>The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.</p>
ITB 20.3 (d)	Other types of acceptable securities: None.
ITB 20.9	Not Applicable.
ITB 21.1	<p>In addition to the original of the Bid, the number of copies is: 3 (three).</p> <p>In addition, one soft copy of the bid in MS-Word document has to be submitted in CD/DVD in a sealed envelope. In case of any discrepancy in between the paper based bid and the soft copy of the bid, the paper based bid shall prevail.</p>
ITB 21.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>
D. Submission and Opening of Bids	
ITB 23.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is:</p> <p>Attention: <i>Md. Rezaul Karim ndc, Project Director</i></p>

	Street Address: 3 rd Floor, Bangladesh Computer Council (BCC), ICT Tower (Old BCC Bhaban), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.
ITB 23.1	<p>The deadline for Bid submission is:</p> <p>Date: 28 June 2018</p> <p>Time: 15:00 hours Bangladesh Standard Time (BST).</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>
ITB 26.1	<p>The Bid opening shall take place at:</p> <p>Office of the Project Director</p> <p>Address: 3rd Floor, Bangladesh Computer Council (BCC), ICT Tower (Old BCC Bhaban), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.</p> <p>Date: 28 June 2018</p> <p>Time: 15:30 hours Bangladesh Standard Time (BST).</p>
ITB 26.1	The electronic Bid opening procedures shall be: Not Applicable.
ITB 26.6	<p>The Letter of Bid and priced Activity Schedule shall be initialed by 3 (three) representatives of the Employer conducting Bid opening</p> <p>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.</p>
E. Evaluation and Comparison of Bids	
ITB 31.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB 33.1	Not Applicable.
F. Award of Contract	
ITB 45.1	The successful Bidder shall not submit the Beneficial Ownership Disclosure Form.
ITB 46.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of Performance Bank Guarantee (unconditional) provided in Section X: Contract Forms.

	The Bidder shall furnish performance security for an amount of 10% of the total contract price.
ITB 47	<p>The Adjudicator proposed by the Employer is Prof. Md. Mostofa Akbar, Dept. of CSE, BUET, Dhaka 1000, Bangladesh. The hourly fee for this proposed Adjudicator shall be BDT 3,000.00. The biographical data of the proposed Adjudicator is as follows:</p> <p>Professor Prof. Md. Mostofa Akbar</p> <p>Department of Computer Science and Engineering Bangladesh University of Engineering and Technology Dhaka 1000, Bangladesh.</p> <p>Academic Background:</p> <p>Ph.D., 2002, University of Victoria, Canada M.Sc. in Computer Science and Engineering, 1998, BUET B.Sc. in Computer Science and Engineering, 1996, BUET.</p>
ITB 48.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>Md. Rezaul Karim ndc</i></p> <p>Title/position: <i>Project Director</i></p> <p>Employer: Bangladesh Computer Council (BCC) represented by Project Director, Leveraging ICT for Growth, Employment & Governance Project</p> <p>Email address: pd.lict@bcc.gov.bd</p> <p>Fax number: +88-02-8181383</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

1. Evaluation (ITB 35.2(f))

In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

1.2 Multiple Contracts (Not Applicable)

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

(a) Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

(b) Qualification Criteria for Multiple Contracts:

The criteria for qualification is aggregate minimum requirement for respective lots as defined by the Employer as follows:

.....
.....

1.3 Alternative Times for Completion (Not Applicable)

An alternative Completion Time, if permitted under ITB 14.2, will be evaluated as follows:

.....
.....

1.4 Alternative Technical Solutions for specified parts of the Services (Not Applicable)

If permitted under ITB 14.3, will be evaluated as follows:

.....
.....

1.5 Sustainable procurement (Not Applicable)

[If specific sustainable procurement technical requirements have been specified in Section VII-Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

.....
.....

2. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:

- (a) The bidder must have 5 (five) years experience in event and campaign management.
- (b) The bidder must have experience as prime bidder in the provision of at least one contract of a nature and complexity equivalent to the Services over the last 5 years with minimum amount of contract value BDT 25,000,000.00 (BDT Twenty five million). The bidder will submit certificate from the previous employer (s) stating successful completion of delivery against their claimed experiences. The contract will be treated as similar, which includes event and campaign management, activities of those described in Section VII, Activity Schedule;
- (c) The Bidder must have capacity of minimum BDT 20,000,000.00 (BDT Twenty million) as line of credit from any scheduled Bank of Bangladesh for this Contract. The credit line must be within 28 days before the date of bid submission;
- (d) The bidder must demonstrate Average Annual Volume of Services of BDT 30,000,000.00 (BDT Thirty million) within best three years out of the last five years;
- (e) The bidder must demonstrate a team with required educational qualification and experience as follows;
 - **Team Leader:** He / She will take ownership for LICT's overall direction and positioning in the digital space and ensure that the overall targets and objectives are being met on a monthly and quarterly basis. The team leader must be with minimum 10 years of experience in the event management industry and experienced in handling large scale events across country along with experience in managing creative teams, developing AVP, marketing brochures, making infotainment/ documentary/docudrama/ Public Service Announcement/ edutainment/ content on Digital Bangladesh or Development activities.
 - **Placement Manager:** He/she will take ownership of the role of engaging with stakeholders to understand their needs in recruitment and match their requirements up with LICT graduates to ensure that our graduates are placed. The person will also carry on engaging potential stakeholders in the job fairs and workshops as per calendar and he/must achieve the mark to ensure minimum 50 IT companies in each of the events. The person will have to have previous experience in being engaged in programs like job fairs and must have a success record in ensuring bulk recruitment. Others skills required for this position may include good English communication, understanding of business dynamics, ability to lead meetings with industry partners etc.
 - **Placement Support Executive (3 Persons):** The placement support executives will perform placement verification by calling from LICT office. Therefore the Placement Support Executives will have to be with minimum 1 to 2 years of experience in working

in call center and must have knowledge on calling process management. These candidates will work closely with the Placement Manager to collect placement information, follow-up graduates in the process of recruitment and will assist the Placement Manager, time-to-time. They must be presentable and be able to lead stakeholder meetings under supervision of the placement manager.

- **Creative Director (AVP):** Graduation with 6 years' of experience of making infotainment/ documentary/docudrama/ Public Service Announcement/ edutainment/ content on Digital Bangladesh or Development activities and at least At least 3 years of experience of directing independently. Selected person will also have to be experienced in animation and audio content. He/she must have good understanding about visual language, storytelling and understanding the demand of target audience, directing AVP or films or telefilms or advertisements.
- **Creative Director (Visualizer and Graphic Designer):** Expert in content development and graphics designing. He will work at concept levels and design development level. The person must be from fine arts, graphic designing graduate, specialized in graphic designing covering the broad spectrum of events communication materials, PR Management for national level events along with designing posts for social media, web, posters and most importantly infographics. The person must have a solid 5 years of experience as a visualizer and graphics designer and skilled in all the software used for graphic designing. The event manager must not leave the firm nor the position during the period of assignment unless it is advised by the LICT Management.
- **Dedicated Event Manager:** The event manager must have 6 year of experience in event management. He/she must be dedicated for LICT only during assignment period. His / Her sole responsibilities will be managing all event related issues, management and overseeing human resources associated with the events, oversee pre-event and post event deliverables, reporting etc. Event Manager will be entitled to the Team Leader and LICT Management and will be required to ensure meeting overall targets and objectives are being met on a quarterly and monthly basis. The event manager must not leave the firm nor the position during the period of assignment unless it is advised by the LICT Management.
- **Client Service Representative:** Minimum 5 years of experience in the digital marketing industry. The Client Service Executives report to the Client Service Manager and he is responsible for solving any issues or problems that arises within the communication between the client and the Client Service Executive. He will also ensure on a week to week basis that client's expectations are being met.
- **Digital Media Planner:** The Campaign Manager will be responsible for implementing all the digital plans to achieve goals outlined in the ToR. A Strategic Digital Media Planner will focus on planning campaigns and finding solutions to position LICT strategically in the digital space to ensure maximum optimization of presence. This person will also be responsible for all digital media planning and his ultimate KPI will be to watch out and monitor client's digital presence and activities. Apart from that he will undertake all activities including communicating with the design, media and technology teams to ensure successful execution of the plan. Proven track record in the digital media

planning is a must. LICT may require to look into his / her bio to evaluate his/her working experience.

- **Content Creator:** Skilled in both English and Bangla, the content creator will be a dedicated resource responsible for posting, deleting and responding in all social media platforms including Facebook, twitter, YouTube, LinkedIn, Instagram etc. He/She will also make weekly social media posting calendar schedules that will be approved by the client prior to posting in the pages. Minimum 5 years of experience in performing similar responsibilities is required for this position. The selected professional must have good design and analytical sense. LICT may require looking into his / her bio to evaluate his/her working experience. Upon confirmation, the person must work with LICT till this contract ends.
- **Search Engine Optimization Expert (SEO):** As an SEO expert, he / she will continuously work towards optimizing the online presence of LICT through its website and social media pages to ensure that it always has a good ranking in search results relative to the current search trends. He will also identify the top ranked keywords that are closely linked with LICT's presence online. Minimum 3 years of experience in SEO marketing is a must.
- **Script Writer / Copywriter:** Skilled in both English & Bangla. Responsible for approving all the text, captions and taglines that goes in all the graphics and illustrations in all the media platforms. The copywriter must reserve a minimum of 1200 working hours during the contract period, to be housed at LICT office if required. This time would be reserved only for LICT. Copywriter's engagement under the assignment at the firm's premises will be calculated in this. The copywriter will have to have minimum 3 years of experience as a copywriter in reputed ATL/ BTL/Digital agency and must have experience in writing creative copies, script and storyline for documentary, Public Service Announcement as well radio commercial.
- **Cameraperson:** Minimum experience of 4 years in operating professional camera. Also have the experience of working for both fictional and non-fictional contents.
- **Video Editor:** The video editor must have 04 years' experience of editing and comfortable with Final Cut Pro or Adobe Premier. Must have the experience of developing CG and other GFX based assignment.
- **Website developer:** Minimum graduate with 7 years' experience in website design, develop and management expertise, firsthand experience of designing and developing website following W3C web standard, expertise in technologies as proposed for the website (CSS, HTML, Php, JSP, ASP, Basic database management for website etc). Proven track-record of designing, development and maintaining of websites from scratch and the person must submit their portfolio to LICT, so then LICT can take the final call to engage him. The person must also be skilled at developing animated Web Banners for the website.

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

- (a) the Bid shall include all the information listed ITB clause 12.1.1 for each joint venture member for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

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

Qualification Criteria References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
2.1 (a)	Summation not applicable.	Must meet requirement as stated in Qualification Criteria	Same as for Leading Partner
2.1 (b)	100%	Must meet requirement as stated in Qualification Criteria	Not Applicable
2.1 (c)	100%	Must meet requirement as stated in Qualification Criteria	Not Applicable
2.1 (d)	100%	Must meet requirement as stated in Qualification Criteria	Not Applicable
2.1 (e)	All partners combined	Not Applicable.	Not Applicable.

2.3 The maximum 3 (three) numbers of litigation or arbitration in last 5 years against the Applicant or any member of a Joint Venture may result in disqualification.

2.4 Subcontractors' experience and resources **will not be taken** into account in determining the Bidder's compliance with the qualifying criteria.

Section IV- Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(f) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: *[Specify in detail each discount offered.]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (m)*[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder’s JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder’s Name: <i>[insert Bidder’s legal name]</i>
2. Bidder’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3. Bidder’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4. Bidder’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5. Bidder’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6. Bidder’s JV Member’s authorized representative information Name: <i>[insert name of JV’s Member authorized representative]</i> Address: <i>[insert address of JV’s Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i> Email Address: <i>[insert email address of JV’s Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

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

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

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

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

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

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures

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

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

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

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

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the BDS.

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Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

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Activity Schedule

		Currencies in accordance with ITB 16			Date:	
					RFB No: AF-NS5	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
1	Job Fair	Nos.	3	Within 8 months from the contract signing		
2	Workshops / Round Table Discussions	Nos.	6	Within 8 months from the contract signing		
3	Engaging Private Stakeholders		60 for each of the job fair & 15 per workshops / round table discussion	Within 4 weeks of finalizing the date of the job fair & Within 2 weeks of finalizing the date of the Workshops / Round Table Discussion		
4	Venue	Nos.	1	Within 2 weeks of finalizing the date of each job fair		
5	LICT Pavilion (Design Finalization)	Nos.	1	Within 2 weeks of finalizing the date of each job fair		
6	Interaction and invitation to relevant job seekers and LICT graduates	Lump sum	As per plan	Within 4 weeks of finalizing the date of each job fair or 2 weeks of finalizing each of the workshop		
7	Venue Branding and Gift Items	Lump sum	As per plan	Within 4 weeks of finalizing the date of each job fair or 2 weeks of finalizing each of the workshop		
8	Managing travel of LICT team	Lump sum	As per plan			
9	Managing travel of LICT invited guests/speakers/resource persons	Lump sum	As per plan			
10	Dedicated resource for Database Management	Lump sum	As per plan	Within 2 weeks of signing the contract		
11	Feedback collection	Lump sum	As per plan	Within 2 weeks of official request from the LICT team within the contract period		

Section IV - Bidding Forms

		Currencies in accordance with ITB 16			Date:	
					RFB No: AF-NS5	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
12	Event completion Report submissions	Nos.	3 Job Fairs & 6 Workshops / Round-Tables	Within 2 weeks of organizing the events		
13	Campaign Roadmap	Nos.	1	Within 3 weeks of the signing contract		
14	Facebook Fan-page Management & Optimization	Nos.	# Minimum 120,000 in 8 month period in one year period # Weekly post reach at least 200,000 and weekly post engagement not less than 50,000	Status report to be delivered within 1 week of finishing each month of the contract period		
15	Manage Youtube Channel	Nos.	4000 in 8 months			
16	Manage Twitter	Nos.	4000 in 8 months			
17	Display ad in website	Nos.	1,600,000 for 8 months			
18	Display ad within mobile apps	Nos.	16,000 for 8 months			
19	Facebook Apps and Online Apps	Nos.	4	Within 2 weeks of official request from the LICT team within the contract period		
20	Info graphic Design	Nos.	16			
21	E-Newsletter	Nos.	8	Within 3 weeks of official request from the LICT team within the contract period		
22	Live Learning Session	Nos.	10	Within 2 weeks of official request from the LICT team within the contract period		

Section IV - Bidding Forms

		Currencies in accordance with ITB 16			Date:	
					RFB No: AF-NS5	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
23	<u>Announcement Video</u>	Nos.	3	Within 2 weeks of official request from the LICT team within the contract period		
24	<u>Call for Action video</u>	Nos.	18			
25	<u>Reaction Video</u>	Nos.	5	Within 2 weeks of finishing the event within the contract period		
26	<u>Success Stories</u>	Nos.	9	Within 2 weeks of official request from the LICT team within the contract period		
27	Success Story Book	Nos.	1	Within 4 months of the contract Signing		
28	Public Relation		As per Plan	To be delivered during each of the event		
29	Communication Report	Lump sum	1	Within 2 weeks of the end of each of the events (Job Fairs / Workshops/Round-Tables) and at the end of the contract		
30	A) AVP Concept, storyline, Storyboard, Script, Preproduction	Lump sum	1	Within 1 month		
	B) Website design plan and wireframe	Lump sum	1	Within 1 month		
31	Post production first final versions of AVP	Lump sum	1	Within 2 months		
32	Launch of the final version of the website	Lump sum	1	Within 3 months		
33	Design of 1 st version of communication materials (Marketing brochures, flyer, leaflet etc.)	Lump sum	1	Within 1 month		
34	Delivery of 1 st version of printed communication materials (Marketing brochures, flyer, leaflet, pitch deck etc.)	Nos.	1500 copies each	Within 1.5 months		

Section IV - Bidding Forms

		Currencies in accordance with ITB 16			Date:	
					RFB No: AF-NS5	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
35	Design of 2nd version of communication materials (Marketing brochures, flyer, leaflet etc.)	Lump sum	1	Within 3 months		
36	Delivery of 2 nd version of printed communication materials (Marketing brochures, flyer, leaflet etc.)	Nos.	1500 copies each	Within 3.5 months		
37	Design and Delivery of branded leather folders	Nos.	200	Within 1 month		
38	Design and Delivery of branded folders, branded notebooks, branded pen	Nos.	# 3000 branded Folders # 3000 branded notebooks # 3000 branded pen	Within 2 months		
39	Delivery of all editing services	Lump sum	As per ToR	Within 2 weeks of commission of each editing request		
40	A) Delivery of all versions of AVP including working files	Lump sum	All Versions	At the end of contract		
	B) Website Maintenance report	Lump sum	Per Month reports combined at the end of the contract period	At the end of the contract		
Total Bid Price						

Note: The table may be modified by inserting new rows with new activities, if deemed necessary.

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Method Statement

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Work Plan

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Others - Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

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Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Employer to insert its name and address]*

RFB No.: *[Employer to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the

successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

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Form of Bid Security (Bid Bond) (Not Applicable)

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

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Employer dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency.

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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Form of Bid-Securing Declaration (Not Applicable)

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

RFB No.: *[number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Employer for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**.: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

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Section V - Eligible Countries

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

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) Israel

Under ITB 4.8 (b) None

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Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Part II – Employer’s Requirement

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Section VII - Activity Schedule

The assignments under this Performance Specifications (Terms of Reference) are divided into three parallel activities as following:

- A. Event Management (Job Fairs and Round-Table/Workshops)
- B. Promotional Activities for Local Market Engagement
- C. Marketing Material Development to Support Industry Promotion in International Market

The activities are described in a broader sense. The service provider is requested to define and understand the requirements in detail as much as possible and deliver the final output as per the Terms of Reference. The outlines of activities are:

SL No.	Deliverables	Quantity	Submission Deadline
1	Job Fair	3	Within 8 months from the contract signing
2	Workshops / Round Table Discussions	6	Within 8 months from the contract signing
3	Engaging Private Stakeholders	60 for each of the job fair & 15 per workshops / round table discussion	Within 4 weeks of finalizing the date of the job fair & Within 2 weeks of finalizing the date of the Workshops / Round Table Discussion
4	Venue	1	Within 2 weeks of finalizing the date of each job fair
5	LICT Pavilion (Design Finalization)	1	Within 2 weeks of finalizing the date of each job fair
6	Interaction and invitation to relevant job seekers and LICIT graduates	As per plan	Within 4 weeks of finalizing the date of each job fair or 2 weeks of finalizing each of the workshop
7	Venue Branding and Gift Items	As per plan	Within 4 weeks of finalizing the date of each job fair or 2 weeks of finalizing each of the workshop
8	Managing travel of LICIT team	As per plan	
9	Managing travel of LICIT invited guests/speakers/resource persons	As per plan	

10	Dedicated resource for Database Management	As per plan	Within 2 weeks of signing the contract
11	Feedback collection	As per plan	Within 2 weeks of official request from the LICT team within the contract period
12	Event completion Report submissions	3 Job Fairs & 6 Workshops / Round-Tables	Within 2 weeks of organizing the events
13	Campaign Roadmap	1	Within 3 weeks of the signing contract
14	Facebook Fan-page Management & Optimization	# Minimum 120,000 in 8 month period in one year period # Weekly post reach at least 250,000 and weekly post engagement not less than 50,000	Status report to be delivered within 1 week of finishing each month of the contract period
15	Manage Youtube Channel	4000 in 8 months	
16	Manage Twitter	4000 in 8 months	
17	Display ad in website	1,600,000 for 8 months	
18	Display ad within mobile apps	16,000 for 8 months	
19	Facebook Apps and Online Apps	4	Within 2 weeks of official request from the LICT team within the contract period
20	Info graphic Design	16	
21	E-Newsletter	8	Within 3 weeks of official request from the LICT team within the contract period
22	Live Learning Session	10	Within 2 weeks of official request from the LICT team within the contract period
23	<u>Announcement Video</u>	3	Within 2 weeks of official request from the LICT team within the contract period
24	<u>Call for Action video</u>	18	
25	<u>Reaction Video</u>	5	Within 2 weeks of finishing the event within the contract

			period
26	<u>Success Stories</u>	9	Within 2 weeks of official request from the LICT team within the contract period
27	Success Story Book	1	Within 4 months of the contract Signing
28	Public Relation	As per Plan	To be delivered during each of the event
29	Communication Report	1	Within 2 weeks of the end of each of the events (Job Fairs / Workshops/Round-Tables) and at the end of the contract
30	A) AVP Concept, storyline, Storyboard, Script, Preproduction	1	Within 1 month
	B) Website design plan and wireframe	1	Within 1 month
31	Post production first final versions of AVP	1	Within 2 months
32	Launch of the final version of the website	1	Within 3 months
33	Design of 1 st version of communication materials (Marketing brochures, flyer, leaflet etc.)	1	Within 1 month
34	Delivery of 1 st version of printed communication materials (Marketing brochures, flyer, leaflet, pitch deck etc.)	1500 copies each	Within 1.5 months
35	Design of 2 nd version of communication materials (Marketing brochures, flyer, leaflet etc.)	1	Within 3 months
36	Delivery of 2 nd version of printed communication materials (Marketing brochures, flyer, leaflet etc.)	1500 copies each	Within 3.5 months
37	Design and Delivery of branded leather folders	200	Within 1 month
38	Design and Delivery of branded folders, branded notebooks, branded pen	# 3000 branded Folders # 3000 branded notebooks # 3000 branded pen	Within 2 months
39	Delivery of all editing services	As per ToR	Within 2 weeks of

			commission of each editing request
40	A) Delivery of all versions of AVP including working files	All Versions	At the end of contract
	B) Website Maintenance report	Per Month reports combined at the end of the contract period	At the end of the contract

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Performance Specifications and Drawings

(Terms of Reference)

1. Introduction & Background

Bangladesh Computer Council (BCC), an entity of ICT Division under the Ministry of Posts, Telecommunications and Information Technology (MoPTIT) has undertaken a project titled "Leveraging Information and Communication Technologies (ICT) for Growth, Employment and Governance Project (LICT)" to catalyze the growth of Bangladesh's IT/ITES industry for employment creation and export diversification.

LICT project has two large IT skill development programs:

(1) Top-Up IT training program aims to train 10,000 graduates for the IT industry in technologies like Big data, Java, .NET, Mobile App development and Web Development with PHP etc.

(2) Foundation Skills training program aims to train 20,000 graduates for the ITES industry in areas like Graphic design, Web design, Digital Marketing, BPM Finance & Accounting, Smart Executive-Advance Office etc.

So far LICT has conducted a number of career camps around the country along with three highly successful Job Fairs in Dhaka, Chittagong and Rajshahi. LICT project generated more than 70,000 footfalls combined in the one-day Job Fairs and ensured over 3000 on spot interviews and 700 confirmed recruitments.

To organize these job fairs, LICT team conducted a series of management steps that involves industry stakeholders in both IT and non-IT sectors as participants, speakers & host etc., pre-event communications involving ATL, BTL and Online media, event management and post event media monitoring. Carrying these jobs, LICT maintains a high standard and best ethical practices in order to ensure impartiality for all the stakeholders involved.

2. Objectives of Assignment

The broad objective of the assignment to be carried out by the service provider, among others as per the terms' requirement detailed out in the scopes of work. However, in gist the service would include:

- To provide extensive event management and logistic support for job fairs and workshops to create job opportunities, track and update the placement database for the LICT graduates.
- To engage the media and deliver PR support to relevant events and workshops
- To develop content and run campaigns through social media to engage relevant stakeholders
- To develop marketing contents, Audio Visuals, as well as website for International Promotion

3. Scope of Services

LICT Project is looking to hire a firm for the purpose of organizing 3 job fairs and 6 workshops on ICT based career development across country along with that the firm will also carry on communication activities for a time span of 8 Months. Each of these events will be unique to its own interventions/work areas with specific guidelines, requirements and inputs from the LICT project implementation team. The firm will be responsible for creative planning (Concept development), Execution, Co-ordination and implementation of the events. During the period, the quality control will have to be maintained by the hired firm; however, LICT team will also closely monitor and raise flags if there are challenges. Firms with following capabilities / resources are advised to apply:

- Experience in working with ICT institutions/ associations.
- Time bound delivery oriented firm with ability to manage challenges on the ground
- Firm with creative and solution driven staffs
- Persistent follow up of guests and invitees and assignment parameters
- Adaptable to various inputs, recommendations of LICT team members and other relevant stakeholders.

4. Key Assignment Descriptions

The assignments under this Terms of Reference (ToR) are divided into three parallel activities as following:

- D. Event Management (Job Fairs and Round-Table/Workshops)
- E. Promotional Activities for Local Market Engagement
- F. Marketing Material Development to Support Industry Promotion in International Market

The activities are described in a broader sense. Selected service provider is requested to define and understand the requirements in detail as much as possible and deliver the final output as per the ToR.

A. The Event Management Activities

The selected service provider would be required to organize following events under this ToR:

SL	Item	Description	Unit of Delivery
1	Job Fair	Day-long job fair, followed by career building sessions and recruitments	Event completion report
2	Round Table and Workshops	Career building workshops to enhance capacity of the students and LICT graduates with minimum of 300 students	Individual completion report

A1. The activity details of organizing the above mentioned events are as follows:

- a. **Engaging Private Stakeholders:** The objective of this assignment is to reach out to industry leading stakeholders in both IT and Non-IT sectors who are able to offer placements for trained LICT graduates and potential job seekers under a standard contract. The assignment is limited but not specific to just reaching out but also to ensure their active participations, attaining minimum recruitment commitments and collecting placement confirmation form (PCF) upon completion of the job fair.
- b. **Organizing the Job Fair Events:** In the event management the assignment is to properly execute the event. The bidder must prepare and make available of all the logistics supports those are required to properly execute the event. Under the event management there are a few major points where the bidder needs to pay attention while preparing the budget. These are:
 - **Venue:** All events have to be accommodated in an indoor venue with proper air conditioning system and lighting. The venue has to accommodate at least 5000 visitors along with stalls. The venue must be equipped with the auditorium or enough open space which can be turned into an auditorium like set-up where day long sessions will take place. All venue set-up must come up with dedicated booths for noise free interview space and properly managed space for food court for the event participants and visitors along with special provisions should be there for VIGs.
 - **LICT pavilion:** In all events LICT must have a pavilion with LED screens to communicate development data on ICT with the fair visitors. The pavilion must be equipped with technological marvels (i.e: functional robots, games or any other tech based engagements) displayed to inspire visitors to get engaged in the ICT industry. Apart from the that in the pavilion there must be a seating arrangement for the guests and provision to distribute leaflets and brochures among the visitors. The pavilion must be attended by trained brand promoters to keep the engagement beyond standard.
 - **Overall Management:** The event manager must ensure all logistics specially LED backdrop with relative instruments, stage, podium, sound system with at least 10 microphones for the panel discussion and cultural program, backdrops for sessions (if required) anything that will logically be required to execute a standard event.
- c. **Interaction and invitation to relevant job seekers and LICT graduates:** This is one of the most priority assignments in the whole contract. The objective of arranging job fairs is to connect potential job seekers with the industry. Therefore, presence of credible job seekers is must. Event managers must plan for an engagement platform through which they would be able to reach out to the target group and motivate them to participate in the job fair. Apart from reaching out to the general students' event team must plan to reach out to the LICT students as well. Usage of a series of online and offline communication tools along with online registration portal is expected from the event manager. For engagement event manager can plan for prizes / gifts that can be given away to the lucky winners during the event. Selected event firms will also have to design and develop a dedicated website for the Job fairs and workshops, where

all interested students will register. Upon successful registration an email and SMS confirmation will have to be sent to the students. The event managers will also have to send reminder SMS to the registered students before the event.

- d. Venue Branding and Gift Items: Under this assignment event manager is required to develop content, design, print / publish for all communication materials required for each of the events. Event manager will also have to arrange the gift items (i.e.: Crests, special gifts) for VIGs (Very Important Guest), speakers and participants attending the program.
- e. Managing travel of LICT team: The event manager also needs to arrange the travel of the LICT team (5 people) from Dhaka to the field conveniently by Air, Road and Launch (As per Requirement) along with arranging their accommodation, food, full time transportation facility from the beginning of the trip to end of the trip. All the team members must be able to avail the benefits of a first class government officers. In the end of the contract period, LICT management LICT would adjust the number of total team members traveled to all the events with the number of the proposed total team members.
- f. Managing travel of LICT invited guests/speakers/resource persons: The firm will need to arrange the trip for LICT's guests as well conveniently by Air, Road and Launch (As per Requirement) along with arranging their accommodation, food, pick and drop of transport facility from the beginning of the trip to end of the trip. All the guests must be able to avail the benefits of a first class government officers. In the end of the contract period, LICT management LICT would adjust the number of total guests traveled to all the events with the number of the proposed total.

Dedicated Resources for Database Management: Selected firm will be entitled to provide dedicated human resources along with logistics (Mobile phone; laptop; Mobile bills at actual; modem; scanner; printer) who will be working under the supervision of LICT team at the LICT premises in order to create LICT graduate placement database throughout the contract period. The team management will include 3 call center executives among which one would require to perform additional responsible as a Call Center Supervisor and maintain coordination between the LICT Team and the executives.

- g. The Assignment also includes organizing 6 workshops/round tables. These activities should take into consideration of at least 300 participants along with key policy makers and stakeholders to be organized at a prime location at the Divisional Headquarters. The workshops/round tables should also have provision for food arrangement for the participants and any travel, accommodation and honorarium for relevant resource persons as per requirements for the Workshop/Roundtable to be decided in discussion with LICT and which will be treated as reimbursable by LICT Management.
- h. The assignment would also include collecting feedback from job fair and workshop participants and analysis and presenting lessons learnt from each job fair and workshop. So then LICT team can work on those feedbacks and make upcoming job fairs and workshops more engaging. The event manager is required to submit all

original feedback forms along with the analysis along with the final report as per submission schedule.

A2. Assignment Expectations in Event Management and Organizing of Roundtables/Workshops:

S L	Item	Description	Unit of Delivery	Number	Remark
Event Management					
1	Engaging Private Stakeholders	Reach out to industry leading stakeholders in both IT and Non-IT sectors who are able to offer placements for trained LICT graduates under a standard contract through the Job Fair	1. Full contact list of engaged companies 2. Confirmation of the companies participating in each of each of the job fairs	60 per Job Fair & 15 per workshop	All activities to be performed throughout contract period as per requirement
2	Organizing the Event	Venue	Pictures and confirmation of the selected venue booking for the event	3 Job Fair & 6 workshops	
		LICT Pavilion	Design the layout of the pavilion before each of the event and building the pavilion during before the event	3 Job Fair & 6 workshops	
		Overall Management	Preparing and delivering lined and related items before each of the events	N/A	
3	Interaction and invitation to relevant job seekers and LICT graduates	Website and Online Registration Portal	Website is hosted, designed and ready to be used	1	
		Communication Tools	Design and layout of the leaflets, posters, banners, festoons. Details of the communication strategy for each of	Leaflets = 10000, posters = 10000, banners = 50, festoons = 100 Per job fair & as per	

S L	Item	Description	Unit of Delivery	Number	Remark
Event Management					
			the events. This will be billed at actual and will be considered reimbursable	requirement of per workshop	
		SMS and Email Communication Plan to confirm / remind registered event participants	SMS and Email body content. Plan to disburse the email communication and to reach out to the target group via SMS	Email: 30000 SMS: 30000 Per job fair & as per requirement of per workshop	
4	Venue Branding and Gift Items	Develop content, design, print / publish for all communication materials required for each of the events. Gift items as per requirement of LICT	Lined and related items before each of the events	N/A	
5	Managing travel of LICT team	Arranging the travel of the LICT team for 5 people for 3 days	Lined and related items before each of the events. This will be a reimbursable cost	N/A	
6	Managing travel of LICT invited guests/speakers/resource persons	Arranging the travel of the LICT's guests / resource people 5 people for a day in-out if not otherwise	Lined and related items before each of the events. This will be a reimbursable cost	N/A	
7	Dedicated resource for Database Management	3 call center executives will be working full time under supervision of LICT team and at the LICT premises under the paygrade of the event firm.	Profile of proposed executives and coordinators and recruitment of the executives and coordinators after signing the contract. Replacement	N/A	

S L	Item	Description	Unit of Delivery	Number	Remark
Event Management					
			guarantee incase of departure of the employee from his/her position		
8	Feedback collection	Develop and revise questionnaire to collect feedback form LICT students / participants of each of the job fair or workshops as per requirement of LICT team	Lined and related items before each of the events	For 3 job fairs & 6 workshops / round-tables	

B. Promotional Activities for Local Market Engagement

Promotional activities for the local marketing would combine social media engagement, content development, PR and publication under one umbrella. Selected firms would require to perform all these assignments simultaneously to ensure timely delivery. Details of the activities are as follows:

B1. Social Media Management Strategy and Implementation: (8 months) integrated promotional strategies will have to be managed by the selected firm under this contract. The modality of the campaign will be both generic and job fair focused and will change dimensions based on calendar priorities. Under this strategy following line items will have be included:

- Expected assignments for the social media marketing are as following:

S L	Item	Description	Unit of Delivery	Number	Remark
1	Campaign Roadmap	Develop a Thematic and Schematic plan for 08 months. The plan will	Document/ PowerPoint	01	The document has to be submitted within

S L	Item	Description	Unit of Delivery	Number	Remark
		cover audience mapping, various types of contents, social media platforms, day to day management and national campaign. The strategic document will be implemented through the social media channels of LICT Project.			the 3 weeks after commencement of the service. Any regular activity assigned by the client has to be incorporated in the work plan if required.
2	Facebook Fan-page Management & Optimization	<ul style="list-style-type: none"> a. Manage, create, and monitor day to day Facebook posts b. Ensure all the answers of public queries; c. Develop, design, and optimize ad copies for various campaigns d. Develop custom Facebook page tabs or apps for engaging fans and followers e. Manage at least three National Campaigns with behavioral & demographic targeting f. Digital media planning and optimization across display, search, social, and other digital media format g. Ensure weekly Facebook live h. Acquisition of Facebook real like through regular post, boost, promotion and engagement 	Number (Facebook Fans / Followers)	# Minimum 120,000 followers in 8 month period in one year period # Weekly post reach at least 200,000 and weekly post engagement not less than 40,000	At least 15,000 followers has to be achieved every month during the contract period
3	Manage Youtube Channel	<ul style="list-style-type: none"> a. Upload videos, Manage and monitor Project's Youtube channel b. Categorization of video contents c. Optimization of Youtube channel d. Share video contents and ensure virility through other online media e. Create at least ten thousand subscribers of youtube channel 	Number of Subscriber	4000 in 8 months	At least 500 Subscriber has to be achieved every month during the contract period

S L	Item	Description	Unit of Delivery	Number	Remark
4	Manage Twitter	a. Maintain and Update twitter account b. Drive Campaign targeting the global IT Industry leaders; c. Acquire five thousand followers both from Bangladesh and abroad d. Create-Promote hash tags and ensure significant no of re-tweet and love. e. Ensure LICT account VERIFIED	Follower	4000 in 8 months	At least 500 FOLLOWERS have to be achieved every month during the contract period
5	Display ad in website	Display ad across the Bangladeshi and foreign site through ad network	Impression	1,600,000 for 8 months	As per LICT's requirement throughout the contract period
6	Display ad within mobile apps	Display ad within mobile apps targeting Bangladeshi Ips	Clicks	16,000 for 8 months	Managing different campaigns as per LICT's requirement throughout the contract period

Content development for regular and event base social media engagement:

1	Online Apps		Number	4	As required during the contract period
2	Info graphic Design	Design of Info graphic-both in Bangla and English based on information provided by LICT	Number	16	Vector based design and development for storytelling. Activities to be performed throughout contract period
3	E-Newsletter	Design and Development of e-Newsletter for. Content guideline will be provided by client.	Number	8	Content will be developed by vendor under the guidance of LICT
4	Live Learning Session	Weekly English Learning through Facebook	Episode	10	The selected vendor will provide studio and resource persons, bandwidth and other necessary supports and

					will ensure the execution of the live streaming as per plan
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B2. Audio Visual Content Development: The event firm selected through the tender process would be required to further develop the concept, carry out pre-production, production of animated video, documentary, theme song, public service announcement (both for tv and radio) as well as the post-production phase focusing on the job fair and workshops as scheduled. Their activities would include (but not limited to) the list given below:

1. Develop content concept [Determine the visual language, mode of storytelling, branding of the productions etc]
2. Pre-production for each content [research into the topic, develop script, filming, mark out shooting set/studio, devise shooting plan, arrange equipment, shooting facilities, get related permits, etc]
3. Production for each piece of audio-visual content [Shooting, interviewing, dubbing and subtitle etc]
4. Post-production [editing, development of CG, color correction, composition and integration of music, sound mastering, subtitles in English, etc following integration of LICT focal person’s feedback after rough cut].

The selected firm will be required to ensure High Definition (HD) visuals, high quality GFX, proper lights, Sound and animation as per the demand of client. The topic, storyline, script, sound, music, GFX and technical aspects created and selected through consultation with client’s authority maintaining international standard;

The selected firm/s will be required to obtain any copyright clearance for any content they wish to integrate into the production that have not been created by them. The LICT authority may facilitate the process by providing an introduction letter to that end. The LICT encourage to generate original stuffs.

Extensive travel may be required to conduct shooting/filming in Dhaka and some other parts of Bangladesh.

The selected firm would be required to work in collaboration with the project personnel and communicate outcomes on completion of each stage of the production process highlighting how it was implemented, the timeline, the people involved, the target audience reached. All the productions would have to be shot in at least HD (High Definition) resolution and the successful firm/s will produce materials and provide the master copy in DV/Mini DV (pal standard) and DVD (multi region). It is also required to provide soft copies in formats specified by LICT Project.

Required Deliverables:

- 1) Announcement Video: One (01) animation-based Audio-Visual (AV) with 60 second duration to be used as announcement video to join Job fair. The AV will be used for 3 different Job Fairs with small editing on text and voice-over;
- 2) Call for Action video: Total no of 12 small video clips of 60-90 seconds for 3 different Job Fairs and 6 workshops. Through the videos Policy makers, industry leaders, government officials, celebrities will invite target audiences to join the Job Fair Events;
- 3) Documentation: Photo shooting (with at least two DSLR Camera) and video shooting (with at least two HD video camera along online editing support) for all the 3 Job Fairs and 6 roundtable / workshops
- 4) Reaction Video: At least 5 small video clips based on the reaction of participants, employers, resource persons, guests for 5 different Job Fairs;
- 5) Success Stories: Fifteen (9) interview-based success stories of project beneficiaries with estimated 90 seconds duration. The shooting may need extensive visit across the country;

B3. Success Story Book: The selected firm will also take initiatives to publish a Success Story Book in **Bangla & English** both, with an aim to showcase and promote the various activities and achievements under the LICT project. The firm will require to develop the concept, write the story, photography, design of cover and inner pages, binding as well as the production of Success Story Book. Their activities would include (but not limited to) the list given below:

The Selected Service Provider will:

- Develop/ write Success Stories in various location of Bangladesh in consultation with the LICT Project focal person
- Ensure Photo shoot for the entire Success Story Book publication
- Design the cover and other layout of publication
- Develop all the graphics, Infographics, and charts
- Submit the publication to LICT Personnel for editing/proofreading until satisfactory state
- Ensure all corrections have been inserted
- Make final corrections and get final approval from LICT Project
- Submit printed copies and electronic copy to LICT Project

Specifications of the Publication:

Approximate Size	Booklet (7.50” x 5.50”)
Copy	1,000
Expected no of Pages	24-32
Cover	Cover printed separately on different paper: 300gsm art card, with Spot & Matte laminated finishing

Inner Page	120 gsm art paper
Binding	Glue Binding
General Print Specification	4 colour
Photos (Approximate no)	50
Graphics (Approximate no)	2-4

B4. Public Relation: Leveraging ICT for Growth, Employment and Governance (LICT) Project wants to hire a Public Relations Agency for ensuring media presence of project activities across the Bangladeshi print, electronic and online media. The selected vendor will ensure media presence and coverage of LICT event, publish special news/feature and arrange field trip for journalist and roundtable discussion along with special supplementary in a reputed and popular national daily. Their activities would include (but not limited to) the list given below:

Required Deliverables:

- Job Fair Coverage: The agency will ensure media coverage for 3 Job Fairs at divisional headquarters. Total six leading national dailies (combination of Bangla & English), five leading television channels and five reputed online news portals need to be ensured by the service provider. The agency also ensures at least two journalists from leading newspapers from Dhaka for making special stories/ features. Selected firms will require to finalize the names of the newspapers, online news portals and channels along with the journalists in discussion with LICT beforehand.
- National Event Coverage: Media coverage for 10 national events at Dhaka city to be ensured by the selected vendor. The agency will ensure at least 10 leading national dailies, 10 leading television channels and 10 reputed online portals for each event. Selected firms will require to finalize the names of the newspapers and channels in discussion with LICT beforehand.
- Special News/ Features: The selected Public Relations agency has to ensure at least 8 special stories/ features on the activities and successes of LICT Project both in popular Bangla and English Dailies. Selected firms will require to finalize the names of the newspapers in discussion with LICT beforehand.

C. Marketing Material Development to Support Industry Promotion

Audio Visual Production (AVP) Development for Promoting ICT Sector of Bangladesh to the Potential Foreign Investors, Foreign Policy-Makers and Analyst Firms: Apart from providing training LICT project also includes activities for developing the industry strategy, branding, and industry promotion strategy and plan. To support these activities an AVP focusing the benefits of investing in ICT sector, the incentives, the industry growth, and the possibilities of ICT industry of Bangladesh is required.

All marketing materials are to be developed in close coordination with the LICT Project's other activities; in order to benefit from the knowledge and experiences gained to date, and to ensure that the content and its messaging are consistent across the project activities.

The primary objectives of the assignments are the following:

- To develop an Audio Visual Presentation (AVP)
- Design Visual Presentation (Marketing brochures, pitch deck etc.)
- Printing marketing brochures as per requirement
- Developing the branded marketing collaterals (branded folders, brochures, flyers, notebook, pen)
- Develop a website to promote IT/ITES industry of Bangladesh and maintain the site for the duration of the contract

Their activities for the selected firm would include (but not limited to) the details given below:

C1: AV Production

The AVP will be focusing on the following

- The ICT sector achievement mandate
- The initiatives taken by the government to boost ICT sector
- The private sector growth (export & domestic) and success stories
- The political commitment, policymaker's statement
- Awards and recognitions received since 2014
- Short interviews from internationally prominent/recognized figures at least 4 interviews need to be taken
- The economic progress of Bangladesh overall
- Developing ICT sector into the future

The target audience of AVP are

- Potential foreign investors
- C-Level executives of large global companies like Fortune 500
- Foreign policy makers
- Foreign trade bodies
- Analyst firms and consultancy firms
- Development partners
- Foreign public agencies

The language of the AVP needs to be English. The commentary should be done in two different accents one is British and the other one is American. There should also be versions with and without subtitles. The selected firm would be required to perform following tasks:

- Develop the content concept [Determine the visual language, mode of storytelling, branding of the productions etc.]
- Develop the script
- Develop the storyboard
- Carry out pre-production [research into the topic, develop script, filming, mark out shooting set/studio, devise shooting plan, arrange equipment, shooting facilities, get related permits, etc.]

- Production of AV [Shooting, interviewing, dubbing and subtitle etc.]
- Post-production phase [editing, development of CG, color correction, composition and integration of music, sound mastering, subtitles in English, etc. following integration of BCC feedback after rough cut]

Selected firms must ensure deliverables under following modalities:

- The firm will be required to ensure High Definition (HD1080p or higher) visuals, high quality GFX, proper lights, Sound and animation as per the demand of LICT Project. The topic, storyline, script, sound, music, GFX and technical aspects created and selected through consultation with LICT Project; maintaining international standard
- The selected firm/s will be required to obtain any copyright clearance for any content they wish to integrate into the production that have not been created by them. LICT Project may facilitate the process by providing an introduction letter to that end. The encouragement is for generating original creative contents
- Extensive travel may be required to conduct shooting/filming in Dhaka and some other parts of Bangladesh
- The firm would be required to work in collaboration with the LICT personnel and communicate outcomes on completion of each stage of the production process highlighting how it was implemented, the timeline, the people involved, and the target audience reached.
- All the firm would have to be shot in at least HD (1080p or Higher) resolution and the successful firm/s will produce materials and provide the master copy in DV/Mini DV (pal standard) and DVD (multi region). It is also required to provide soft copies in formats specified by LICT Project.

Expected Output

1. One audio-visual production of 10 minutes with multiple short version which illustrate the objective of the AVP as mentioned in the Primary Objective visual and verbal language.
2. A total 7 of the following versions needs to be submitted (in 2 copies of DVD and in transfer through portable HDD)
 - a. One 10-minute version with English subtitle
 - b. One 10-minute version with Bangla subtitle
 - c. One 4-minute version with English subtitle focusing on software development industry in Bangladesh
 - d. One 4-minute version with English subtitle focusing on BPO industry in Bangladesh
 - e. One 4-minute version with English subtitle focusing on Hardware industry in Bangladesh
3. All versions should be submitted in HD (1080P) and in social media sharing version with low resolution using portable hard disk.
4. Any number of required changes in the information or graphics as needed based on the changes in the information that were presented in the AVP or new development within the contract period.
5. Still photography needs to be captured during the production period as required and suggested for use in different print and electronic media.

Final Product to be delivered: Awarded company/firm will provide

1. All the above-mentioned contents on Mini-DV/DV cassettes as Master copy.
2. All the contents (PAL format and multi-region) with proper cover and print on DVD.
3. All kind of audio content in formats specified by authority for airing and sharing.
4. All the rush footage taken during production process in DV format
5. All the music composed or collected during production process
6. All the CG developed to brand the program.
7. All the working file preferably in FCP/Premier

Note: The firm will arrange their own transport to produce and deliver the products to an agreed venue. All costs related to the production, post production and delivery of the AVP need to be borne by the selected firm. The firm will do a maximum of 6 editing of the AVP after delivering the final product. The editing will be mostly changes in the information or graphics or adding interviews with the new developments at the national level. Not full production capacity would be required.

C2: Design of Communication Materials (Marketing brochures, flyer, leaflet etc.)

At least 2 marketing brochures needs to be designed based on the requirements given and design guideline provided. The audience of the marketing brochures would be the following:

- Potential foreign investors
- C-Level executives of large global companies like Fortune 500
- Foreign policy makers
- Foreign trade bodies
- Analyst firms and consultancy firms
- Development partners
- Foreign public agencies
- Audience in foreign events, trade shows or road shows

The information, branding guideline and previous design samples will be shared to provide guideline. However, each design could be distinct and based on the event based. The brochures could be from minimum 6 pages to maximum 16 pages based on the purpose.

Expected Output: The expected output is the final designs of marketing brochures. The designs need to be shared in to following formats.

- High quality PDF
- High Quality JPEG
- Original working file in AI or any other format

C3: Printing communication materials as per requirement

The marketing brochures designing service would be required as per the requirement provided by LICT Project. These requirements will be focusing on some events or meetings or international or national level fairs etc.

The specification of the printing is as follows

- Page type / finish: Matt paper inside + outside
- Page length: A4
- Page thickness: 170gsm inside + 240gsm cover
- Binding type: saddle stitch

- Color: 4 color

Total number of printing required is 3000 pieces. The printing needs to be done as requested on the approved designs or the design provided by LICT. The printing of each design would be of certain number based of the requirement. However, the total number of printing would not be above 3000 pieces. The minimum amount of a design could be as low as 20 pieces. The delivery needs to be done within 5 days of confirmation of the order. This support needs to be given during the contract period.

C4: Developing the branded folder, notebook and pen for marketing

The marketing collaterals developed, needs to be presented in a folder branded with Digital Bangladesh, ICT Division, LICT Project and any other suggested branding as per the requirements. The number of leather folders required is 200 and paper folders required is 3000. A sample may be shared with the selected organization for QC and other details. This needs to be delivered within 20 days of the confirmation.

The specification of the branded leather folder is as follows

- Folder Material: Leather
- Folder Color: Black
- Folder Type: Magnetic Button Flap
- Folder Dimensions / Size: 27*33.5cm
- Inside: Pockets on both sides
- Print Type: Digital Print
- Print Color: Gold
- ICT Division logo size - 2.70*1.5 cm
- Digital Bangladesh logo size 5.0*2.33cm
- LICT logo size - 5.0*1.39 cm

The specification of the branded paper folder is as follows

- Art card 350 grams
- Spot lamination both sides
- Inner pocket on both sides
- 4 color print on both sides

Among other marketing collaterals branded paper folders, branded notebooks and branded pens needs to be developed. The specifications along with the numbers of requirement are as following:

Branded notebook specification (Quantity Required: 5000 pieces)

- Cover art card 350 gsm
- 4 color printing outside on both sides
- GSM 120 gram - 100 pages
- One color printing inside
- Spiral binding
- Spot & matt lamination
- Cover size 8 inch x 5.5 inch
- Inside page size 7.9 inch x 5.4 inch

Specification for branded pen (Quantity Required: 3000 pieces)

- 4 color branding on pen
- The color of pens should be black, white, green, red, yellow and blue
- Readymade ink refill for the proposed pen model should be easily available in market
- Plastic body

C5: Develop a website to promote IT/ITES industry of Bangladesh and maintain the site

To promote the IT/ITES industry of Bangladesh a website needs to be developed. This website will be used to promote the IT/ITES industry of Bangladesh to the potential foreign clients, foreign policy makers, analyst firms and local stakeholders. For that purpose, the services for designing and regular updating of the website once it is launched will be required.

The development guideline is as follows:

- Design, develop and upload a new website which is compatible with the W3C Web Standards. The firm should propose the appropriate technologies (CSS, HTML, Php, JSP, ASP etc) and rationale.
- Create a website architecture and layout that incorporates best practices in web design and accessibility including social media integration such as Facebook, Twitter, YouTube, Google+, WordPress Blogs and RSS
- Simplifies content management; and allows for analytics and monitoring
- Construct search engine optimization features, thereby making the Website more visible in popular search engines including Google, Bing and Yahoo!
- The website must include a searchable Sitemap
- Adequately train the authorized staff of LICT/BCC to allow them to manage and maintain the Website independent of the Consultant.
- The website should provide for video streaming from Youtube or a media server.
- The website should have a document repository system with search option.
- The website should have a photo album section.
- The website will also include an on-line company registration portal.
- The developer will accommodate suggested creative layouts and designs. The site must provide a visually attractive, innovative and streamlined homepage
- Design and establish anti-hacker and antivirus plan for the website
- The website needs to be dynamic with CMS and CRM panel access to the designated users of LICT/BCC. The CMS should be dynamic and allow information to be easily updated by LICT/BCC staff without specialized web development skills;

SI No	Deliverables	Quantity	Submission Deadline
1	A) AVP Concept, storyline, Storyboard, Script, Preproduction	1	Within 1 month
	B) Website design plan and wireframe	1	Within 1 month
2	Post production first final versions of	1	Within 2 months

	AVP		
3	Launch of the final version of the website	1	Within 3 months
4	Design of 1 st version of communication materials (Marketing brochures, flyer, leaflet etc.)	1	Within 1 month
5	Delivery of 1 st version of printed communication materials (Marketing brochures, flyer, leaflet, pitch deck etc.)	1500 copies each	Within 1.5 months
6	Design of 2 nd version of communication materials (Marketing brochures, flyer, leaflet etc.)	1	Within 3 months
7	Delivery of 2 nd version of printed communication materials (Marketing brochures, flyer, leaflet etc.)	1500 copies each	Within 3.5 months
10	Design and Delivery of branded leather folders	200	Within 1 month
11	Design and Delivery of branded folders, branded notebooks, branded pen	# 3000 branded Folders # 3000 branded notebooks # 3000 branded pen	Within 2 months
12	Delivery of all editing services	As per ToR	Within 2 weeks of commission of each editing request
13	A) Delivery of all versions of AVP including working files	All Versions	At the end of contract
	B) Website Maintenance report	Per Month reports combined at the end of the contract period	At the end of the contract

- The website needs to be maintained and in case of any issue the support team should be able to respond in 30 minutes of time to address the issues
- The total size of the website should be 15 to 20 pages depending on the availability of content
- There should be a workshop or training for the staff of LICT/BCC for using the CMS

C6. Quantifying deliverables under the promotional activities for international market will be as follows:

**Note: All Submission deadlines are calculated from date of signing contract*

5. Team Composition to Execute the Above Mentioned Assignment:

Selected firms are free to plan their own team compositions to properly execute the activities listed in the activity A, B & C. But in their team they must have following core team members (there could be other supporting team members as and when required), in order to provide LICT their undivided attention and dedication in successfully executing the deliverables planned above:

- **Team Leader:** He / She will take ownership for LICT's overall direction and positioning in the digital space and ensure that the overall targets and objectives are being met on a monthly and quarterly basis. The team leader must be with minimum 10 years of experience in the event management industry and experienced in handling large scale events across country along with experience in managing creative teams, developing AVP, marketing brochures, making infotainment/ documentary/docudrama/ Public Service Announcement/ edutainment/ content on Digital Bangladesh or Development activities.
- **Placement Manager:** He/she will take ownership of the role of engaging with stakeholders to understand their needs in recruitment and match their requirements up with LICT graduates to ensure that our graduates are placed. The person will also carry on engaging potential stakeholders in the job fairs and workshops as per calendar and he/must achieve the mark to ensure minimum 50 IT companies in each of the events. The person will have to have previous experience in being engaged in programs like job fairs and must have a success record in ensuring bulk recruitment. Others skills required for this position may include good English communication, understanding of business dynamics, ability to lead meetings with industry partners etc.
- **Placement Support Executive (3 Persons):** The placement support executives will perform placement verification by calling from LICT office. Therefore the Placement Support Executives will have to be with minimum 1 to 2 years of experience in working in call center and must have knowledge on calling process management. These candidates will work closely with the Placement Manager to collect placement information, follow-up graduates in the process of recruitment and will assist the Placement Manager, time-to-time. They must be presentable and be able to lead stakeholder meetings under supervision of the placement manager.
- **Creative Director (AVP):** Graduation with 6 years' of experience of making infotainment/ documentary/docudrama/ Public Service Announcement/ edutainment/ content on Digital Bangladesh or Development activities and at least At least 3 years of experience of directing independently. Selected person will also have to be experienced in animation and audio content. He/she Must have good understanding about visual language, storytelling and understanding the demand of target audience, directing AVP or films or telefilms or advertisements.
- **Creative Director (Visualizer and Graphic Designer):** Expert in content development and graphics designing. He will work at concept levels and design development level. The person must be from fine arts, graphic designing graduate, specialized in graphic designing covering the broad spectrum of events communication materials, PR Management for national level events along with designing posts for social media, web, posters and most importantly infographics. The person must have a solid 5 years of experience as a visualizer and graphics designer and skilled in all the software used for

graphic designing. The event manager must not leave the firm nor the position during the period of assignment unless it is advised by the LICT Management.

- **Dedicated Event Manager:** The event manager must have 6 year of experience in event management. He/she must be dedicated for LICT only during assignment period. His / Her sole responsibilities will be managing all event related issues, management and overseeing human resources associated with the events, oversee pre-event and post event deliverables, reporting etc. Event Manager will be entitled to the Team Leader and LICT Management and will be required to ensure meeting overall targets and objectives are being met on a quarterly and monthly basis. The event manager must not leave the firm nor the position during the period of assignment unless it is advised by the LICT Management.
- **Client Service Representative:** Minimum 5 years of experience in the digital marketing industry. The Client Service Executives report to the Client Service Manager and he is responsible for solving any issues or problems that arises within the communication between the client and the Client Service Executive. He will also ensure on a week to week basis that client's expectations are being met.
- **Digital Media Planner:** The Campaign Manager will be responsible for implementing all the digital plans to achieve goals outlined in the ToR. A Strategic Digital Media Planner will focus on planning campaigns and finding solutions to position LICT strategically in the digital space to ensure maximum optimization of presence. This person will also be responsible for all digital media planning and his ultimate KPI will be to watch out and monitor client's digital presence and activities. Apart from that he will undertake all activities including communicating with the design, media and technology teams to ensure successful execution of the plan. Proven track record in the digital media planning is a must. LICT may require to look into his / her bio to evaluate his/her working experience.
- **Content Creator:** Skilled in both English and Bangla, the content creator will be a dedicated resource responsible for posting, deleting and responding in all social media platforms including Facebook, twitter, YouTube, LinkedIn, Instagram etc. He/She will also make weekly social media posting calendar schedules that will be approved by the client prior to posting in the pages. Minimum 5 years of experience in performing similar responsibilities is required for this position. The selected professional must have good design and analytical sense. LICT may require looking into his / her bio to evaluate his/her working experience. Upon confirmation, the person must work with LICT till this contract ends.
- **Search Engine Optimization Expert (SEO):** As an SEO expert, he / she will continuously work towards optimizing the online presence of LICT through its website and social media pages to ensure that it always has a good ranking in search results relative to the current search trends. He will also identify the top ranked keywords that are closely linked with LICT's presence online. Minimum 3 years of experience in SEO marketing is a must.
- **Script Writer / Copywriter:** Skilled in both English & Bangla. Responsible for approving all the text, captions and taglines that goes in all the graphics and illustrations in all the media platforms. The copywriter must reserve a minimum of 1200 working hours during the contract period, to be housed at LICT office if required. This time would

be reserved only for LICT. Copywriter’s engagement under the assignment at the firm’s premises will be calculated in this. The copywriter will have to have minimum 3 years of experience as a copywriter in reputed ATL/ BTL/Digital agency and must have experience in writing creative copies, script and storyline for documentary, Public Service Announcement as well radio commercial.

- **Cameraperson:** Minimum experience of 4 years in operating professional camera. Also have the experience of working for both fictional and non-fictional contents.
- **Video Editor:** The video editor must have 04 years’ experience of editing and comfortable with Final Cut Pro or Adobe Premier. Must have the experience of developing CG and other GFX based assignment.
- **Website developer:** Minimum graduate with 7 years’ experience in website design, develop and management expertise, firsthand experience of designing and developing website following W3C web standard, expertise in technologies as proposed for the website (CSS, HTML, Php, JSP, ASP, Basic database management for website etc). Proven track-record of designing, development and maintaining of websites from scratch and the person must submit their portfolio to LICT, so then LICT can take the final call to engage him. The person must also be skilled at developing animated Web Banners for the website.

6. Counterpart facilities

The project will provide institutional support if available such as data and information to the selected firm. The selected service provider is expected to provide all other resources required to execute the assignment (such as computers, transportation, accommodation, and other facilities required for implementation of the assignment.)

7. Duration of the assignments (Contract Period & Activity Deadline)

All assignments itemized above will have to be completed in **8 months**. Activity details of the assignments and deadlines are to be as following:

Sl No.	Deliverables	Quantity	Submission Deadline
1	Job Fair	3	Within 8 months from the contract signing
2	Workshops / Round Table Discussions	6	Within 8 months from the contract signing
3	Engaging Private Stakeholders	60 for each of the job fair & 15 per workshops / round table discussion	Within 4 weeks of finalizing the date of the job fair & Within 2 weeks of finalizing the date of the Workshops / Round

			Table Discussion
4	Venue	1	Within 2 weeks of finalizing the date of each job fair
5	LICT Pavilion (Design Finalization)	1	Within 2 weeks of finalizing the date of each job fair
6	Interaction and invitation to relevant job seekers and LIC T graduates	As per plan	Within 4 weeks of finalizing the date of each job fair or 2 weeks of finalizing each of the workshop
7	Venue Branding and Gift Items	As per plan	Within 4 weeks of finalizing the date of each job fair or 2 weeks of finalizing each of the workshop and as per LIC T's requirement
8	Managing travel of LIC T team	As per plan	
9	Managing travel of LIC T invited guests/speakers/resource persons	As per plan	
10	Dedicated resource for Database Management	As per plan	Within 2 weeks of signing the contract
11	Feedback collection	As per plan	Within 2 weeks of official request from the LIC T team within the contract period
12	Event completion Report submissions	3 Job Fairs & 6 Workshops / Round-Tables	Within 2 weeks of organizing the events
13	Campaign Roadmap	1	Within 3 weeks of the signing contract
14	Facebook Fan-page Management & Optimization	# Minimum 120,000 in 8 month period in one year period # Weekly post reach at least 250,000 and weekly post engagement not less than 50,000	Status report to be delivered within 1 week of finishing each month of the contract period
15	Manage Youtube Channel	4000 in 8 months	
16	Manage Twitter	4000 in 8 months	

17	Display ad in website	1,600,000 for 8 months	
18	Display ad within mobile apps	16,000 for 8 months	
19	Facebook Apps and Online Apps	4	Within 2 weeks of official request from the LICT team within the contract period
20	Info graphic Design	16	
21	E-Newsletter	8	Within 3 weeks of official request from the LICT team within the contract period
22	Live Learning Session	10	Within 2 weeks of official request from the LICT team within the contract period
23	<u>Announcement Video</u>	3	Within 2 weeks of official request from the LICT team within the contract period
24	<u>Call for Action video</u>	18	
25	<u>Reaction Video</u>	5	Within 2 weeks of finishing the event within the contract period
26	<u>Success Stories</u>	9	Within 2 weeks of official request from the LICT team within the contract period
27	Success Story Book	1	Within 4 months of the contract Signing
28	Public Relation	As per Plan	To be delivered during each of the event
29	Communication Report	1	Within 2 weeks of the end of each of the events (Job Fairs / Workshops/Round-Tables) and at the end of the contract
30	A) AVP Concept, storyline, Storyboard, Script, Preproduction	1	Within 1 month
	B) Website design plan and wireframe	1	Within 1 month
31	Post production first final versions of AVP	1	Within 2 months

32	Launch of the final version of the website	1	Within 3 months
33	Design of 1 st version of communication materials (Marketing brochures, flyer, leaflet etc.)	1	Within 1 month
34	Delivery of 1 st version of printed communication materials (Marketing brochures, flyer, leaflet, pitch deck etc.)	1500 copies each	Within 1.5 months
35	Design of 2 nd version of communication materials (Marketing brochures, flyer, leaflet etc.)	1	Within 3 months
36	Delivery of 2 nd version of printed communication materials (Marketing brochures, flyer, leaflet etc.)	1500 copies each	Within 3.5 months
37	Design and Delivery of branded leather folders	200	Within 1 month
38	Design and Delivery of branded folders, branded notebooks, branded pen	# 3000 branded Folders # 3000 branded notebooks # 3000 branded pen	Within 2 months
39	Delivery of all editing services	As per ToR	Within 2 weeks of commission of each editing request
40	A) Delivery of all versions of AVP including working files	All Versions	At the end of contract
	B) Website Maintenance report	Per Month reports combined at the end of the contract period	At the end of the contract

Part III – Conditions of Contract and Contract Forms

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Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s Country;
- (l) “Local Currency” means the currency of the country of the Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

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

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

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

SCC.

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 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).
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Employer

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

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

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the

due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

3.2.2 Service Provider and

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be

**Affiliates
Not to be
Otherwise
Interested
in Project**

disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3
Prohibition
of
Conflicting
Activities**

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

**3.4 Insurance to be
Taken Out by
the Service
Provider**

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

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

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and

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

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Overpayment

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

3.8.3 Lack of performance penalty

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

3.9 Performance Security

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

3.10 Fraud and Corruption

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 the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4. Service Provider’s Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a

replacement a person with qualifications and experience acceptable to the Employer.

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

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
 - (a) The price payable in local currency is **set forth in the SCC.**
 - (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
 - 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
 - 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula

of the relevant currency. Z_0 is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

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

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

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

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

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

v. "obstructive practice" is:

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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>Bangladesh.</i> ”
1.1(a)	The Adjudicator is: To be confirmed before contract signing
1.1(e)	The contract name is: Delivery of Job Fairs, Roundtable Discussions & Workshops, Promotional Activities for Local Market Engagement and Marketing Material Development to Support Industry Promotion.
1.1(h)	The Employer is Bangladesh Computer Council represented by Project Director, Leveraging ICT for Growth, Employment & Governance Project.
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: <i>Laws of Bangladesh.</i>
1.3	The language is <i>English.</i>
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: Project Director, Leveraging ICT for Growth, Employment & Governance Project.,</p> <p>Address: Bangladesh Computer Council (BCC), BCC Bhaban (2nd Floor), Plot # E-14/X, Agargaon, Sher-e-Bangla Nagar, Dhaka – 1207, Bangladesh.</p> <p>Telex: +880-2-8181381</p> <p>Facsimile: +880-2-8181383</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Project Director, Leveraging ICT for Growth, Employment & Governance Project.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is contract signing date.
2.2.2	The Starting Date for the commencement of Services is within 10 (ten) days after the contract is signed.
2.3	The Intended Completion Date is 08 (eight) months from the commencement date.
2.4.1	<p>Not Applicable.</p> <p>If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.</p>
3.2.3	Activities prohibited after termination of this Contract are: Nil.
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle liability insurance in accordance with the applicable law in the Employer's country. (ii) Third Party liability insurance in accordance with the applicable law in the Employer's country. (iii) Employer's liability and workers' compensation insurance in accordance with the applicable law in the Employer's country. (iv) Professional liability: Professional liability insurance 110% of the contract amount. (v) Loss or damage to equipment and property insurance in accordance with the applicable law in the Employer's country.
3.5(d)	The other actions are Nil.
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>Service Provider may use a part or full of these documents subject to prior written permission of the Employer upon the request from the service provider clearly indicating the purpose to where these documents to be used.</p>
3.8.1	<p>The liquidated damages rate is <i>0.05 percent</i> per day (applicable on the basis of total Contract Price and applicable to each payment milestone/ sub-milestone as mentioned in SCC/GCC Clause-6.4 of Section-IX).</p> <p>The maximum amount of liquidated damages for the whole contract is 10(ten) percent of the final Contract Price.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is 10%.								
3.11	The following sustainable procurement contractual provisions apply: Not Applicable.								
5.1	The assistance and exemptions provided to the Service Provider are: The project will provide institutional support if available such as data and information to the service provider. The selected service provider is expected to provide all other resources required to execute the assignment (such as computers, transportation, accommodation, and other facilities required for implementation of the assignment).								
6.2(a)	The amount in local currency is _____.								
6.2(b)	The amount in foreign currency or currencies is _____.								
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable.								
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> - 1st Installment (Advance for Mobilization): 10 (ten) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. - 2nd Installment: 25% payment upon completion and submission of final report of 1 job fair and 2 round-tables / workshops and achievement compilation of the itemized deliveries mentioned for 2 months subject to certification by the Employer. The weight age of the components will be as following: <table border="1" data-bbox="418 1356 1393 1871"> <thead> <tr> <th data-bbox="418 1356 906 1430">Assignments</th> <th data-bbox="906 1356 1393 1430">Weight age carried under the percentage of 2nd Installment</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 1430 906 1503">1 job fair & 2 round-tables / workshops</td> <td data-bbox="906 1430 1393 1503">35%</td> </tr> <tr> <td data-bbox="418 1503 906 1577">Dedicated resources for data management</td> <td data-bbox="906 1503 1393 1577">15%</td> </tr> <tr> <td data-bbox="418 1577 906 1871"> Implementation of: <ul style="list-style-type: none"> - Social Media Management and Implementation targets for two months period or as per LICT's requirement - Audio visual content development targets for two months period or as per </td> <td data-bbox="906 1577 1393 1871">25%</td> </tr> </tbody> </table>	Assignments	Weight age carried under the percentage of 2 nd Installment	1 job fair & 2 round-tables / workshops	35%	Dedicated resources for data management	15%	Implementation of: <ul style="list-style-type: none"> - Social Media Management and Implementation targets for two months period or as per LICT's requirement - Audio visual content development targets for two months period or as per 	25%
Assignments	Weight age carried under the percentage of 2 nd Installment								
1 job fair & 2 round-tables / workshops	35%								
Dedicated resources for data management	15%								
Implementation of: <ul style="list-style-type: none"> - Social Media Management and Implementation targets for two months period or as per LICT's requirement - Audio visual content development targets for two months period or as per 	25%								

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract							
	LICT’s requirement - PR targets for two months period or as per LICT’s requirement							
	Submission of following items: - AVP Concept, storyline, Storyboard, Script, Preproduction - Website design plan and wireframe - Design of 1st visual presentation (Marketing brochures, flyer, leaflet, pitch deck etc.) - Delivery of 1500 copies of printed visual presentation (Marketing brochures, flyer, leaflet, pitch deck etc.) - Design and delivery of 200 branded leather folders - Design and Delivery of branded folders, branded notebooks, branded pen-3000 copies of each as per agreed design	20%						
	Delivery of all editing services	5%						
	- 3 rd Installment: 20% payment upon completion and submission of final report of the last 2 job fairs and 4 round-tables / workshops and achievement compilation of the itemized deliveries mentioned for 4 months subject to certification by the Employer. The weight age of the components will be as following:							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Assignments</th> <th style="text-align: center;">Weight age carried under the percentage of 3rd Installment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2 job fairs & 4 round-tables / workshops</td> <td style="text-align: center;">35%</td> </tr> <tr> <td style="text-align: center;">Dedicated resources for data management</td> <td style="text-align: center;">10%</td> </tr> </tbody> </table>	Assignments	Weight age carried under the percentage of 3 rd Installment	2 job fairs & 4 round-tables / workshops	35%	Dedicated resources for data management	10%	
	Assignments	Weight age carried under the percentage of 3 rd Installment						
	2 job fairs & 4 round-tables / workshops	35%						
Dedicated resources for data management	10%							
Implementation of: - Social Media Management and Implementation targets for four months period or as per LICT’s requirement - Audio visual content	25%							

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
	development targets for four months period or as per LICT's requirement - PR targets for four months period or as per LICT's requirement	
	Submission of following items: - Launch of the final version of the website - Design of 2nd visual presentation (Marketing brochures, flyer, leaflet, pitch deck etc.) - Delivery of 1500 copies of printed visual presentation (Marketing brochures, flyer, leaflet, pitch deck etc.)	25%
	Delivery of all editing services	5%
	- 4 th Installment: 20% payment upon completion and submission of final report of the last 3 job fair and 6 round-tables / workshops and achievement compilation of the itemized deliveries mentioned for 6 months subject to certification by the Employer. The weight age of the components will be as following:	
	Assignments	Weight age carried under the percentage of 4th Installment
	3 job fairs & 6 round-tables / workshops	35%
	Dedicated resources for data management	10%
	Implementation of: - Social Media Management and Implementation targets for six months period or as per LICT's requirement - Audio visual content development targets for four months period or as per LICT's requirement - PR targets for six months period or as per LICT's requirement	25%
	Submission of following items:	

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
	<ul style="list-style-type: none"> - Report on AVP editing, - Website maintenance report - Company registration status report, company registration guide, and administration panel user guide 	25%	
	<ul style="list-style-type: none"> - Report on delivery of editing services - Delivery of website maintenance report 	5%	
	<p>- 5th Installment: 25% payment upon completion and submission of final report of achievement compilation of the itemized deliveries mentioned for 8 months subject to certification by the Employer. The weight age of the components will be as following:</p>		
	Assignments	Weight age carried under the percentage of 5th Installment	
	Dedicated resources for data management	30%	
	<p>Implementation of:</p> <ul style="list-style-type: none"> - Social Media Management and Implementation targets for four months period or as per LICT’s requirement - Audio visual content development targets for four months period or as per LICT’s requirement - PR targets for four months period or as per LICT’s requirement 	40%	
	<p>Submission of following items:</p> <ul style="list-style-type: none"> - Delivery of all versions of AVP - Website Maintenance report - All versions of AVP submitted in with original working file in CD/DVD (2 copies for each version) and HDD copy 	30%	
Assignments	Weight age carried under the percentage of 5th Installment		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
	Dedicated resources for data management	30%
	<ul style="list-style-type: none"> • The bank guarantee for the advance payment shall be released when the progress payments have reached 75%. • If advance payment will not taken by the service provider, the amount will be paid with 5th Installment. 	
6.5	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is Dhaka Inter Bank Offered Rate (DIBOR).</p>	
6.6.1	<p>Price adjustment is Not Applicable in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A_L is _____</p> <p style="padding-left: 40px;">B_L is _____</p> <p style="padding-left: 40px;">C_L is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;">A_F is _____</p> <p style="padding-left: 40px;">B_F is _____</p> <p style="padding-left: 40px;">C_F is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p>	
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>The Employer or his representatives will verify whether the deliverables are submitted in a timely manner maintaining the adequate quality. If found a portion or full of the deliverables unsatisfactory, then employer may instruct the service provider for taking measures to remedy</p> <p>The Defects Liability Period is 5 (five) Business days.</p>	
8.2.3	<p>The Adjudicator is to be confirmed before contract signing. Who will be paid a rate of BDT 3,000.00 <i>per</i> hour of work. The following reimbursable</p>	

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	expenses are recognized: travel, etc.
8.2.4	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>(a) Contract with national Service Provider: Any dispute between the Employer and a Service Provider arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Employer’s country.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is</p> <p>(a) Contract with national Service Provider: President of the Institution of Engineers, Bangladesh.</p>

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Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E - Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix –Not Applicable

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts 1-[].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

(1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of \$[] U.S. over the term of the Contract.

(2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.

(3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.

(4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of \$[] U.S. per Contract Year maximum will not be increased.

(5) For the purpose of calculating the equivalency of \$[] U.S. and \$[] U.S. pursuant to Sections 2.1(1) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

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**ATTACHMENT # 1 – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

[SAMPLE: This part is to be designed on a case by case approach]

**PART A THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE
COMPENSATION IN EACH CONTRACT YEAR**

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

PART B THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores **for the Performance Criteria**

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
 - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;
 - (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or

- (c) is in between the technical standards for two Criterion Values, then the Criterion Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

- (a) if the Service Provider’s actual performance in a Contract Year is less than the technical standard for a “Fair” Criterion Value, then the Criterion Value shall be zero;
- (b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and
- (c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. Electricity use [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2.	[Criterion 2] []	0.25	20	19	17	16	15
3.	[Criterion 3] []	0.15	30	25	20	15	10
4.	[Criterion ~] []	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the “**Composite Score**”, if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix

Chart 1
Performance Incentive Obligations
Year [1]

Services				Criterion Values				
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
	[Development of Plans and Programs ¹]	Quality and Timeliness	[0.45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

Section X - Contract Forms

Table of Forms

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Letter of Acceptance	139
Form of Contract	140
Performance Security	143
Advance Payment Security	147

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders [*INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.*]

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business

Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

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Beneficial Ownership Disclosure Form – Not Used

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

<p><i>[include full name (last, middle, first), nationality, country of residence]</i></p>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*_____

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

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

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

or

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

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

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

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

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid

- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

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

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

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

[*Authorized Representative*]

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

[*Authorized Representative*]

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

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

[name of member]

[Authorized Representative]

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Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *_ [insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Option 2: Performance Bond (Not Applicable)

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Service Provider”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Employer*] as Obligee (hereinafter called “the Service Provider”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for [*name of contract and brief description of Non-Consulting Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to the Service Provider under the Contract, less the amount properly paid by Employer to the Service Provider; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

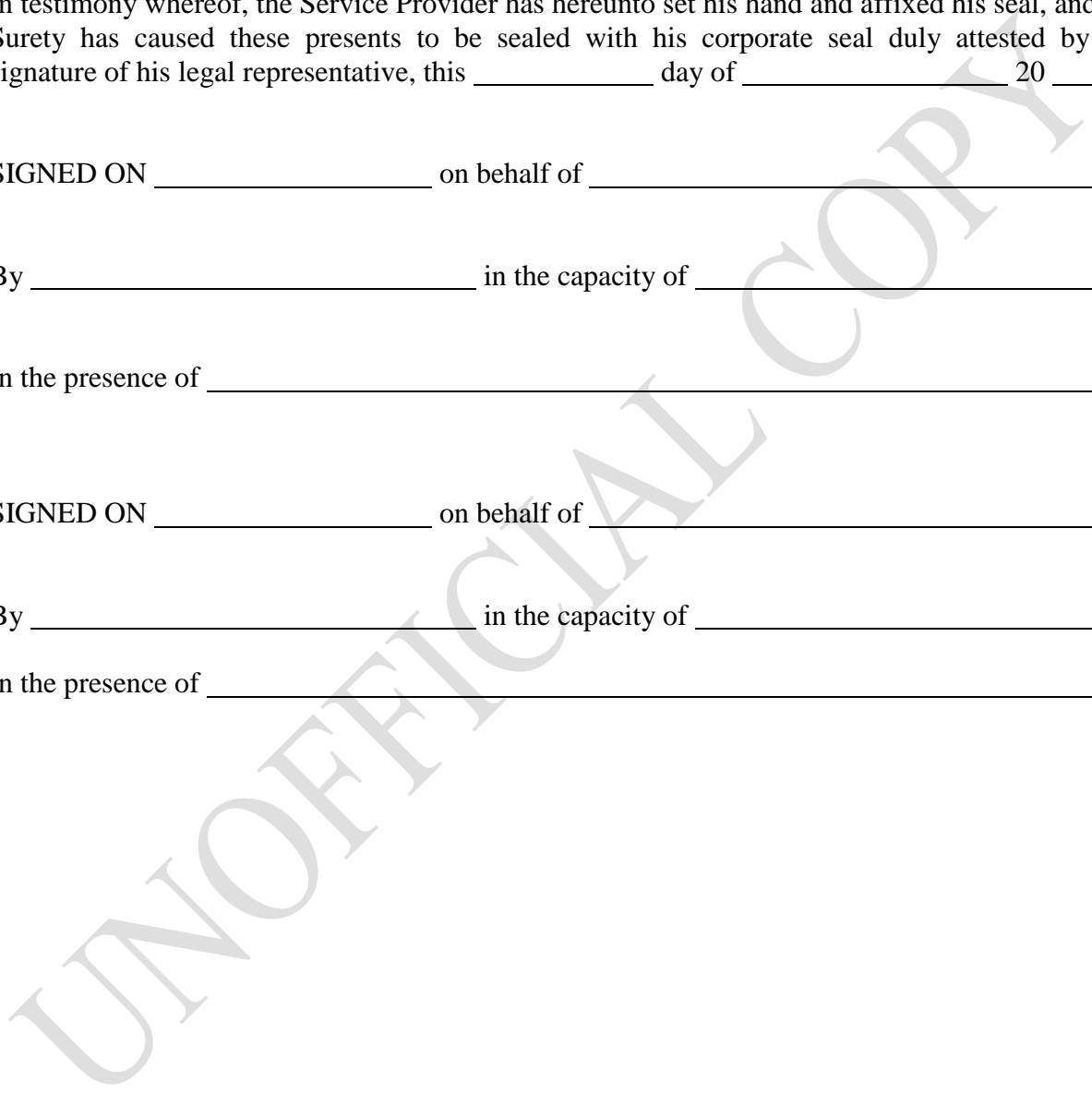
By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____



Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.