



## Specific Procurement Notice

# Request for Bids Sensitization and Marketing Awareness Raising for Products and Services Offered Under Boosting Innovation, Growth and Entrepreneurship Ecosystems (BIGEE) Programme

**Employer:** *Development Bank of Jamaica Limited*

**Project:** *Boosting Innovation, Growth and Entrepreneurship Ecosystems (BIGEE) Programme*

**Contract title:** *Sensitization and Marketing Awareness Raising for products and services offered under BIGEE Programme*

**Country:** *Jamaica*

**Loan No.:** *JA-O0010 /JA-L1085*

**Associated WBS Code #:** *4.5.2*

**RFB No:** *DBJ-021/07*

**Issued on:** *June 22, 2021*

The Government of Jamaica (GOJ) has received financing from the Inter-American Development Bank (IDB) (the “Bank”) in the form of a “loan” (hereinafter called “loan” toward the cost of Boosting Innovation, Growth and Entrepreneurship Ecosystems (*BIGEE*) Programme. The Development Bank of Jamaica Limited (DBJ), the implementing agency of the Employer, intends to apply a portion of the proceeds of this loan to eligible payments under the following Components.

**Component I.** Innovation and growth for established MSMEs with **subcomponent 1**

being Applied. R&D and innovation in MSMEs, **Subcomponent 2.** (innovation outputs). Patent development and commercialization and **Subcomponent 3.** (adoption of existing innovations). Capacity Building for Technical Extension for MSMEs.

**Component II.** Facilitating Innovation and growth for scalable startups with **Subcomponent 1** being Stimulating Deal Flow, **Subcomponent 2.** Supporting the accelerating infrastructure for scalable startups and **Subcomponent 3.** Facilitating Access to Equity for scalable startups.

**Component III:** Facilitating Innovation and growth for new startups **with Subcomponent 1** being Technological Transfer, **Subcomponent 2.** Incubator Support, **Subcomponent 3.** Entrepreneurial Skills and **Subcomponent 4.** Dynamic Entrepreneurship and building Mindset and Culture.

The DBJ now invites sealed bids from eligible Bidders to provide Sensitization and Marketing Awareness Raising for products under BIGEE Programme.

The objective of the assignment is to develop and execute an integrated communication and marketing programme over two (2) years, using traditional and new media along with other strategies to inform Micro, Small and Medium-sized Enterprises (MSMEs) and the public at large, about the Bank's BIGEE Programme and the products and services offered therein.

**Eligibility:** A Bid Securing Declaration is required

Bidding will be conducted through **International Competitive Bidding** using a Request for Bids (RFB) as specified in the *Inter-American Development Bank's Guidelines: Policies for the Procurement of Goods and Works (GN-2349-9), March 2011, III. Other Methods of Procurement on page 22, Item 3.2.* which is open to all eligible Bidders as defined in the Policies for the Procurement of Goods and Works.

The bidding document, in English, may be downloaded from the DBJ's website at [www.dbankjm.com](http://www.dbankjm.com). Any further information may be obtained by sending an email to: [thinkbigree@dbankjm.com](mailto:thinkbigree@dbankjm.com) or Fax (876) 929-6055 or mail to the address below:

Attn: Andre' Austin  
Procurement Specialist  
Boosting Innovation, Growth and Entrepreneurship  
Ecosystems (BIGEE) Programme  
Development Bank of Jamaica  
11a-15 Oxford Road, Kingston 5

Bids must be submitted via mail or courier or presented in person by a Bidder's representative to the address above on or before **Tuesday, August 3, 2021 at 3:00 p.m.** Electronic Bidding will not be permitted. Bids received after the submission deadline will not be accepted. Bids will be publicly opened on **Tuesday, August 3, 2021 at 3:15 p.m. via Microsoft Teams.**

The DBJ is not obligated to accept the lowest or any bid and reserves the right to terminate the bid process at any point before the award of contract without incurring any liability to any of the participants.



*Development Bank of  
Jamaica Limited  
And  
**BOOSTING  
INNOVATION,  
GROWTH AND  
ENTREPRENEURSHIP  
ECOSYSTEMS  
PROGRAMME***

Associated WBS Code #:4.5.2  
Loan No.: JA-O0010 /JA-L1085  
NCB No. *DBJ-021/07*

**PROCUREMENT OF  
SENISITIZATION AND  
MARKETING AWARENESS  
RASING FOR BIGEE  
PRODUCTS, *June 22, 2021***

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## PART 1 BIDDING PROCEDURES

### SECTION I. INSTRUCTIONS TO BIDDERS

#### A. GENERAL

##### 1. Scope of BID

- 1.1 The Employer indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the procurement of Services incidental thereto as specified in Section VII, Terms of Reference. The name and identification number of this National Competitive Bidding (NCB) procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day.

##### 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 Inter-American Development Bank (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments 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 financing agreement between the Borrower and the Bank (hereinafter called the Loan Contract), and will be subject in all respects to the terms and conditions of that Loan Contract. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds.

##### 3. Fraud and Corruption and Prohibited Practices

- 3.1 The Bank requires compliance with its policy in regard to fraud and corruption and prohibited practices as set forth in Section VI.

##### 4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. Section V of this document establishes the Bank’s member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of Services. The Bidders with the nationality of a Bank’s member country and the Services to be provided under the Contract are not eligible if:

- (a) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country; 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 imports of goods from that country or any payments to persons or entities in that country.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide Services for the preparation of the design, specifications, terms of reference, and other documents to be used for the procurement of services to be provided under these Bidding Documents; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 *[Exclusive clause for operations with Loan Contracts signed under GN-2349-7]* A Bidder that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- [Exclusive clause for operations with Loan Contracts signed under GN-2349-9]* A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Government-owned enterprises in the Borrower’s Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible Services**

- 5.1 All Services to be provided under the Contract and financed by the Bank shall have their origin in any Bank’s member country in accordance with Section V, Eligible Countries, except in the case indicated in Clause 4.1 (i) y (ii).
- 5.2 For purposes of this Clause, the term “Services” mean non-consulting services other than consulting services, for the carrying out of work or any kind, with or without the use of vehicles, machinery or equipment or the provision of non-consulting services which include, but are not limited to insurance, security, cleaning, maintenance, transportation, data management, translation, communication, publication and training.

## CONTENTS OF BIDDING DOCUMENTS

### 6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

- PART 1        Bidding Procedures
  - Section I. Instructions to Bidders (ITB)
  - Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Eligible Countries
  - Section VI. Fraud and Corruption and Prohibited Practices
- 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 Invitation for Bids issued by the Employer is not part of the Bidding Documents.

6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Employer.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### 7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents 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 no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

### 8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Employer.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

## **B. PREPARATION OF BIDS**

### **9. Cost of Bidding**

- 9.1 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.

### **10. Language of Bid**

- 10.1 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.

### **11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the Activity Schedule, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 17, that the Services to be provided by the Bidder are of eligible origin;
  - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Services conform to the Bidding Documents;
  - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (h) any other document required in the BDS.

### **12. Bid Submission Form and Activity Schedule**

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Activity Schedule for using the forms furnished in Section IV, Bidding Forms.

**13. Alternative Bids**

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Activity Schedule shall conform to the Employer's Requirements, Section VII, Terms of Reference specified below.

14.2 All lots (contracts) and services must be listed and priced separately in the Activity Schedule.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 Prices shall be quoted for all services described in Section VII, Terms of Reference must be included in Section IV, Bidding Forms. The dis-aggregation of price for services is required solely for facilitating the comparison of bids by the Employer. This shall not in any way limit the Employer's right to contract on any of the terms offered. Prices shall be entered in the following manner:

(i) the price for Services must be inclusive of any applicable taxes.

14.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

**15. Currencies of Bid**

15.1 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.

15.2 The Bidder may express the bid price in the currency of any fully convertible 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 currencies in addition to the currency of the Employer's Country.

**16. Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**17. Documents Establishing the Eligibility of the Services**

17.1 To establish the eligibility of Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Schedule Forms, included in Section IV, Bidding Forms.

**18. Documents Establishing the Conformity of the Services**

18.1 To establish the conformity of the Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the services conform to the scope specified in Section VII, Terms of Reference.

**19. Documents Establishing the Qualifications of the Bidder**

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction:

- (a) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of Validity of Bids**

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

20.2 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 Clause 21, 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 Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**21. Bid Security**

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

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

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Employer as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 43;
    - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.
- 21.7 21.7 If a bid security is **not required in the BDS**, and
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
 the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

**22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**C. SUBMISSION AND OPENING OF BIDS**

**23. Submission, Sealing and Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
  - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “Original” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one

single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 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 Sub-Clause 24.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 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.

**24. Deadline for Submission of Bids**

- 24.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, 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.

**25. Late Bids**

- 25.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**26. Withdrawal, Substitution, and Modification of Bids**

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (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 Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 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 Bid Submission Form or any extension thereof.



**27. Bid Opening**

- 27.1 The Employer shall conduct the bid opening in public at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as specified in the BDS.
- 27.2 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. 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. 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. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

**D. Evaluation and Comparison of Bids****28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.

- 28.3 Notwithstanding ITB Sub-Clause 28.2, 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.

**29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. 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 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 Clause 31.

**30. Responsiveness of Bids**

- 30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the service specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder 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 non-conformities or omissions in the Bid that do not constitute a material deviation.
- 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. Such omission 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 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.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**32. Preliminary Examination of Bids**

- 32.1 The Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Activity Schedule, in accordance with ITB Sub-Clause 12.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

**33. Examination of Terms and Conditions; Technical Evaluation**

- 33.1 The Employer shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Employer shall evaluate the scope of service of the Bid submitted in accordance with ITB Clause 18, to confirm that all services specified in Section VII, Description of Service of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

**34. Conversion to Single Currency**

- 34.1 For evaluation and comparison purposes, the Employer shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

**35. Domestic Preference**

- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

**36. Evaluation of Bids**

- 36.1 The Employer shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

- 36.2 To evaluate a Bid, the Employer shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Employer shall consider the following:
- (a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Employer's evaluation of a bid will exclude and not take into account:
- (a) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Employer's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of the scope of service. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Employer to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

### **37. Comparison of Bids**

- 37.1 The Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

### **38. Postqualification of the Bidder**

- 38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 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 Clause 19.
- 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 next lowest evaluated bid to make a similar determination of that Bidder's capabilities 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.

**E. Award of Contract**

**40. Award Criteria**

- 40.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**41. Employer's Right to Vary Quantities at Time of Award**

- 41.1 At the time the Contract is awarded, the Employer reserves the right to increase or decrease the Scope of Services originally specified in Section VII, Terms of Reference, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**42. Notification of Award**

- 42.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Employer shall publish in the Bank's website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

**43. Signing of Contract**

- 43.1 Promptly after notification, the Employer shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**44. Performance Security**

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Employer. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 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 or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet

The following specific data for the goods 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 Clause Reference	A. General
ITB 1.1	The Employer is: <b><i>Development Bank of Jamaica Limited</i></b>
ITB 1.1	The name and identification number of the ICB are: <b><i>DBJ-021/07</i></b>
ITB 2.1	<p>1. <b>The Borrower is:</b> <i>The Government of Jamaica (GOJ) has received financing from the Inter-American Development Bank (IDB) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of Boosting Innovation, Growth and Entrepreneurship Ecosystems Programme. The Development Bank of Jamaica Limited (DBJ), the implementing agency of the Employer, intends to apply a portion of the proceeds of this loan to eligible payments under the following Components.</i></p> <p><b>Component I.</b> Innovation and growth for established MSMEs with <b>subcomponent 1.</b> being Applied. R&amp;D and innovation in MSMEs, <b>Subcomponent 2.</b> (innovation outputs). Patent development and commercialization and <b>Subcomponent 3.</b> (adoption of existing innovations). Capacity Building for Technical Extension for MSMEs.</p> <p><b>Component II.</b> Facilitating Innovation and growth for scalable startups with <b>Subcomponent 1.</b> being Stimulating Deal Flow, <b>Subcomponent 2.</b> Supporting the accelerating infrastructure for scalable startups and <b>Subcomponent 3.</b> Facilitating Access to Equity for scalable startups.</p> <p><b>Component III.</b> Facilitating Innovation and growth for new startups with <b>Subcomponent 1.</b> being Technological Transfer, <b>Subcomponent 2.</b> Incubator Support, <b>Subcomponent 3.</b> Entrepreneurial Skills and <b>Subcomponent 4.</b> Dynamic Entrepreneurship and building Mindset and Culture.</p> <p>The objective of this assignment is to develop and execute an integrated communication and marketing programme over two years, using traditional and new media along with other strategies to inform Micro, Small and Medium sized enterprises, and the public at large, about the Bank's Boosting Innovation Growth and Entrepreneurship Ecosystems (BIGEE) and the products and services offered under the mention components.</p> <p>The name of the Project is: <b><i>Sensitization and Marketing Awareness Raising for products and services offered under Boosting Innovation, Growth and</i></b></p>

	<b><i>Entrepreneurship Ecosystems (BIGEE) Programme</i></b>
<b>ITB 2.1</b>	The name of the Project is: <b><i>Sensitization and Marketing Awareness Raising for products and services offered under Boosting Innovation, Growth and Entrepreneurship Ecosystems (BIGEE) Programme</i></b>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For clarification of Bid purposes, further information may be obtained by sending an email to: <a href="mailto:thinkbigee@dbankjm.com">thinkbigee@dbankjm.com</a> or Fax: (876) 929-6055 or mail to the address below.</p> <p>Attn: Andre' Austin Procurement Specialist</p> <p><b><i>Sensitization and Marketing Awareness Raising for products and services offered under BIGEE Programme</i></b> Project Management Office (PMO) <i>Boosting Innovation, Growth and Entrepreneurship Ecosystems (BIGEE) Programme</i> Development Bank of Jamaica Limited 11a-15 Oxford Road Kingston 5, Jamaica Jamaica, West Indies</p> <p>The Employer's email is: <a href="mailto:thinkbigee@dbankjm.com">thinkbigee@dbankjm.com</a>. Requests for clarification should be received by the Employer no later than: <b>July 19, 2021 @ 3:00 p.m. (10 Business days prior to the submission deadline).</b></p> <p>Web page: <b>The Bidding Process information, including response to Clarifications, will be posted on the DBJ's website:</b> <a href="https://dbankjm.com/tenders-and-job-opportunity/">https://dbankjm.com/tenders-and-job-opportunity/</a></p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is: <b><i>English</i></b>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>• <i>Brief Corporate Profile to include years in business and relevant experience in providing sensitization and Marketing Awareness Raising for products.</i></li> <li>• <b><i>Detailed Description of the Sensitization and Marketing Awareness Raising for products and services offered under BIGEE Programme.</i></b></li> <li>• <i>Detail Response to the Requirements specified within the Terms of Reference</i></li> <li>• <i>A Bid-Securing Declaration is required</i></li> <li>• <i>Two (2) references from customers to which similar <b>Sensitization and Marketing Awareness Raising campaigns</b> have been undertaken within</i></li> </ul>



	<p><i>the last past five years.</i></p> <ul style="list-style-type: none"> <li>• <i>All appropriate Bid Forms as detailed in Section IV</i></li> </ul> <p><i>Any documentation to support their proposal</i></p>
ITB 13.1	Alternative Bids <b>shall not be</b> considered.
ITB 14.7	The prices quoted by the Bidder <b>shall not</b> be adjustable.
ITB 15.1	The Bidder <b>is</b> required to quote in the currency of the Employer's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 20.1	The bid validity period shall be <b>180</b> days.
ITB 21.1	<b><i>Bid shall include "Bid Securing Declaration" using the form included in Section IV Bidding Forms</i></b>
ITB 21.2	The amount of the Bid Security shall be: <b>Not Applicable</b>
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <b>one (1) year</b> .
ITB 22.1	In addition to the original of the bid, the number of copies is: <b>1</b> . <b><i>Bidders must submit a soft copy of their proposals on a thumb drive in PDF format.</i></b>
<b>D. Submission and Opening of Bids</b>	
ITB 23.1	Bidders <b>shall not</b> have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <b><i>"Sensitization and Marketing Awareness Raising for products and services offered under BIGEE Programme "inclusive of the RFB No: DBJ-021/07.</i></b>
ITB 24.1	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is: <b>same as that specified under provision ITB 7.1 for clarifications.</b></p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: <b><i>Tuesday, August 3, 2021 (Business Day) Time: 3:00 pm.</i></b></p> <p>The Bidder must adhere to the following outline indicated:</p> <p><b>Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>▪ Section 1 – Bid Forms as required by Section IV - Bidding Forms;</li> <li>▪ Section 2 – Compliance with Section VII – Terms of Reference;</li> <li>▪ Section 3 – Product, Service and Bidder information</li> </ul>

- Section 4 – Additional Information

**Section 1** of the Bidder's proposal should comprise completed forms, given in Section IV, duly signed by an authorized representative of the Bidder. The completed proposal form will bind the Bidder to the information contained within the proposal for period defined by **ITB 20.1** from the date of opening of the proposals.

**Section 2** of the proposal shall explain in detail how the *sensitization and Marketing Awareness Raising for BIGEE products*

Employer's Requirement, specified in Section VII, Terms of Reference of the Bidding Documents have been met without any material deviation or reservation stated. If the supporting documentation or website reference does not satisfactorily explain how the requirement is met, firms must provide a statement for same. Failure to do this may lead to firm being deemed non-responsive.

The procuring entity reserves the right to reject any proposal that fails to meet all minimum mandatory requirements stated in RFB.

**Section 3** of the proposal should include responses to the information required in **ITB 11.1 (h)**. As appropriate the response should reference published material that should be enclosed with the proposal.

Bidders shall provide two (2) references in providing *sensitization and Marketing Awareness Raising for BIGEE products* of a similar nature undertaken within the last past five (5) year as stated in this RFB.

Documented proof of experience and staff qualifications to execute the contract must be provided.

**Section 4** of the proposal should comprise any other information which the Bidder considers appropriate to include in the proposal and which is not requested in Sections 1 to 4.

**Financial Proposal:**

- Section 2 – Activity Schedule (Cost);

**Section 1** of the Bidder's proposal should comprise a completed cost schedule as specified in this sub-section. This should include descriptions and cost of the service being proposed. The following items should be included, and costs provided, if necessary:

- Charges for *sensitization and Marketing Awareness Raising for BIGEE products* for two (2) years.
- Any Additional Cost and Charges
- 15 % General Consumption Tax (G.C.T.)

	<p>The cost schedule should include the description, model (where applicable), unit and extended cost per item, along with the subtotals, G.C.T portion and totals for all items detailed in the Bid Proposal.</p> <p><b><u>NB.</u></b></p> <p>Technical and Financial Proposals must be submitted separately at the same time.</p> <p>The “Single stage -One Envelope “process <b>shall be used</b></p>
<b>ITB 27.1</b>	<p>The Bid opening shall take place <b>via Microsoft Teams</b>.</p> <p>Date <b><i>Tuesday, August 3, 2021 (Business Day)</i></b>.</p> <p>Time: <b><i>3:15 pm</i></b>.</p> <p><b>NB.</b></p> <p><b>The link to the online Bid Opening (via Microsoft Teams) on <i>Tuesday, August 3, 2021 at 3:15 p.m.</i> will be placed on the DBJ’s Website on / before Friday, July 30, 2021.</b></p>
<b>ITB 27.1(a)</b>	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <b><i>Not Applicable</i></b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	<p>Bid prices expressed in different currencies shall be converted in: <b><i>Jamaican Dollars</i></b></p> <p>The source of exchange rate shall be: <b>Bank of Jamaica</b></p> <p>The date for the exchange rate shall <b><i>Tuesday, August 3, 2021, the Date of Bid Opening</i></b></p>
<b>ITB 36.3(d)</b>	<p>The adjustments shall be based on the <b>average</b> 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.</p>
	<b>F. Award of Contract</b>
<b>ITB 40.1</b>	<p>The Employer shall award the Contract to the Bidder whose offer has been determined to be <b>the lowest evaluated bid and is substantially responsive</b> to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>



### **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.*

1. Evaluation Criteria
2. Technical Evaluation Matrix

## 1. Evaluation Criteria (ITB 36.2)

The minimum required score for the Technical Evaluation is 80 points.

The Evaluation will be based on the following criteria:

- Years of Experience in the Industry (**maximum 10 points**)
- Organization and Staffing (**maximum 5 points**)
- Key Expert (Team Leader) - (**maximum 15 points**)
- Other Professionals - General Qualifications – (**maximum 10 points**)
- Number of Similar Assignments (**maximum 10 points**)
- Adequacy of Proposed Method of Statement and Work Plan (**Maximum 40 points**)
- Two (2) Employer References required – see Employer Reference Form in Section IV (**maximum five (5) points each**)

<b>2. Preliminary Evaluation</b>			
<b>Particulars</b>		<b>Bidder</b>	
<b><u>PRELIMINARY EVALUATION CHECKLIST</u></b> <i>the following documents must be submitted in order to pass this stage of the process:</i>		<b>Yes</b>	<b>No</b>
Bidder Information Form, duly signed and stamped ( <b>Mandatory</b> )	Y/N		
Bid Submission Form ( <b>Mandatory</b> )	Y/N		
Qualification Information ( <b>Mandatory</b> )	Y/N		
Schedule Forms: Activity Schedule ( <b>Mandatory</b> )	Y/N		
Method of Statement ( <b>Mandatory</b> )	Y/N		
Work Plan ( <b>Mandatory</b> )	Y/N		
Bid-Securing Declaration ( <b>Mandatory</b> )	Y/N		
Two (2) references from Employers to which similar Marketing and Awareness Raising have been provided within the past five (5) years ( <b>Mandatory</b> )	Y/N		

### 3. Technical Evaluation Matrix

Item#	CRITERIA	MAXIMUM POINTS
i	<b>SPECIFIC EXPERIENCE OF THE FIRM RELEVANT TO THE ASSIGNMENT</b>	10
	<b>Years of Experience in the Industry (Maximum 10 points)</b>	
	<ul style="list-style-type: none"> <li>• 10 years and over (10 points)</li> </ul>	
	<ul style="list-style-type: none"> <li>• 5-9 years (07 points)</li> </ul>	
	<ul style="list-style-type: none"> <li>• 3-4 years (04 points)</li> </ul>	
	<ul style="list-style-type: none"> <li>• 2 years and below (0 point)</li> </ul>	
	<b>Organization and Staffing (maximum 5 points)</b>	5
	<b>Qualification &amp; Competence for the assignment (Maximum 25 points)</b>	25
	<b>Key Expert (Team Leader) - (Maximum 15 points )</b>	
	<ul style="list-style-type: none"> <li>• B.Sc. or higher in Marketing and/or Communication with at least six years of work experience in the industry (<b>15 points</b>).</li> </ul>	
	<ul style="list-style-type: none"> <li>• Diploma in Marketing and/or Communication with at least 10 years work experience in the industry (<b>10 points</b>).</li> </ul>	
	<ul style="list-style-type: none"> <li>• Certificate in Marketing and/or Communication with at least 15 years work experience in the industry (<b>6 points</b>).</li> </ul>	
	<ul style="list-style-type: none"> <li>• No formal qualification, with at least 20 years' work experience in the industry (<b>4 points</b>)</li> </ul>	
	<b>Other Professionals - General Qualifications – (Maximum 10 points)</b>	
	<ul style="list-style-type: none"> <li>• Professionals with related qualifications <u>and</u> proven skills and experience in projects relating to Marketing and/or Communication; (<b>10 points</b>)</li> </ul>	
<ul style="list-style-type: none"> <li>• Professionals with related qualifications <u>and</u> no proven skills and experience in projects relating to Marketing and/or Communication (<b>5 points</b>)</li> </ul>		
<ul style="list-style-type: none"> <li>• Non- Professionals with no related qualifications <u>and</u> no proven skills and experience in projects relating to Marketing and/or Communication (<b>0 point</b>)</li> </ul>		
<b>Number of Similar Assignments, with description, executed over the past five (5) years (maximum 10 points)</b>	10	
<ul style="list-style-type: none"> <li>• 5 and over (10 points )</li> </ul>		
<ul style="list-style-type: none"> <li>• 3 – 4 (07 points )</li> </ul>		
<ul style="list-style-type: none"> <li>• 1 – 2 (04 points)</li> </ul>		

ii	<b>ADEQUACY OF PROPOSED METHOD OF STATEMENT AND WORK PLAN (Maximum 40 points )</b>	
	<b>Method of Statement – Methodology (Maximum 20 points)</b>	
A	Methodology reflects an <b>excellent</b> understanding of the assignment and suitably responds to each element of the TOR <b>(20 points)</b>	40
	Methodology reflects a <b>very good</b> understanding of the assignment and adequately responds to each element of the TOR <b>(15 points)</b>	
	Methodology reflects a <b>good</b> understanding of the assignment and respond to most element of the TOR <b>(10 points)</b>	
	Methodology reflects a <b>partial</b> understanding of the assignment and responds to some elements of the TOR <b>(5 points)</b>	
	Methodology does not reflects an understanding of the assignment and does not responds to each elements of the TOR <b>(0 points)</b>	
	<b>Work Plan (Maximum 20 points)</b>	
B	Work Plan allows for <b>the effective</b> completion of the assignment in the required timeframe <b>(20 points)</b>	
	Work Plan allows for <b>very good</b> completion of the assignment in the required timeframe <b>(15 points)</b>	
	Work Plan allows for <b>good</b> completion of the assignment in the required timeframe <b>(10 points)</b>	
	Work Plan allows for <b>partial</b> completion of the assignment in the required timeframe <b>(05 points)</b>	
	Work Plan is <b>inadequate</b> to meet the required deadlines <b>(0 point)</b>	
iii	<b>Two (2) Employer References - (Maximum five (5) points each)</b>	10
	Excellent            5	
	Good                    2.5	
	Satisfactory        1.5	
	Unsatisfactory    0	
	<b>TOTAL SCORE</b>	<b>100</b>

Bidders, must satisfy the mandatory requirements and score a **minimum of 80 points** on the Technical Evaluation to be considered for award.

The contract will be awarded to the bidder whose Bid has been determined to be substantially responsive to the bidding document and offering the lowest evaluated cost.



## Section IV. Bidding Forms

### 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]*

NCB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party 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 Legal 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 Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

**Joint Venture Partner Information Form- Not Applicable**

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

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

NCB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party 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 Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## Bid Submission Form

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

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the service in conformity with the Bidding Documents and in accordance with the Employer's Requirement specified in the Terms of Reference the following Services *[insert a brief description of the Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:
  - Discounts.** If our bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Scope of Services to which it applies.]*
  - Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or service providers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and service providers]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or service providers for any part of the contract—has not been declared ineligible by the Bank, under the Employer's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) We have do not have any outstanding sanctions from the Bank or any other International Financial Institution.
- (k) We will use our best efforts to assist the Bank in any investigation.
- (l) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Employer.

(m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each 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.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated                    on                    *[insert                    date                    of                    signing]*

## 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 29.1.

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 2.1

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.

**- Not Applicable.**

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. **- Not Applicable.**

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**  
(Not Applicable)

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.**

## 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.]*



### Activity Schedule

Currencies in accordance with ITB 16						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____
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)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
<b>Total Bid Price</b>						

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

## **Method Statement**

*(Service providers must include details on the way a work task or process will be completed.)*

## **Work Plan**

*(Please provide work plan below which should outline specific tasks to be completed, the duration of the tasks and the persons responsible for each task. The work plan will be used to manage workflow and track the various components and milestone deadlines. Gant charts may be used.*

**Bid Security Form – Not Applicable**  
(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]*

**IFB No.:** *[Employer to insert reference number for the Invitation 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 *[insert description of goods]* under Invitation for Bids No. *[insert number]* ("the IFB").

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 *[insert amount]* (*[insert amount in numbers]*) 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 execute the contract agreement, or (ii) has failed to furnish the performance security, 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, except that the supporting statement under Article 15(a) is hereby excluded\*.

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*[signature(s)]*

*Note: \*[Information for the Executing Agency: Article 15 (a) states: "Requirements for Demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in the demand or in a separate document accompanying or identifying the demand.]*

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*[Signature(s)]*

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

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

*[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]*<sup>1</sup> *[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)

\_\_\_\_\_  
(Signature)

(Printed name and title)

\_\_\_\_\_  
(Signature)

(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

## Bid-Securing Declaration

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

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

Bid No.: *[number of bidding process]*

Alternative No.: *[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 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 Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of Bidder]*

Dated *[date of signing]*

Corporate Seal (where appropriate)

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

### Employer Referral Form

The bidder will provide the information in the suggested format below. Each Employer reference must be submitted in the Technical Proposal. Please affix company stamp.

Referral for (Name of Company): \_\_\_\_\_

Name of Organization: \_\_\_\_\_ Tel. # \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Summary of Project:

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Performance Rating:

i. Excellent \_\_\_\_\_

ii. Good \_\_\_\_\_

iii. Satisfactory \_\_\_\_\_

iv. Unsatisfactory \_\_\_\_\_

Other Comments:

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Signature: \_\_\_\_\_



## SECTION V. ELIGIBLE COUNTRIES

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

*[The expression “Bank” used in these documents includes the IDB, MIF and any other fund it administers. Depending on the financing source, the user must select one of the following 2 options for item number 1). The financing can come from the IDB, the Multilateral Investment Fund (MIF) or, occasionally, contracts may be financed out of special a fund which further restricts eligibility criteria to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein]*

#### List of Member Countries and Territories when the Inter-American Development Bank is financing:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People’s Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.

#### Eligible Territories

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People’s Republic of China

*or*

#### List of Countries when a Fund administered by the Bank is financing

*[Include the list of countries]*

#### Nationality and origin of Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of Services. For these determinations, the following criteria shall be used:

##### A. Nationality.

- (a) An individual is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
  - is a citizen of a member country; or
  - has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
- (b) A firm is considered to have the nationality of a member country if it meets the two following requirements:
  - is legally constituted or incorporated under the laws of a member country of the Bank; and

more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

**B. Origin of Services.**

The country of origin of Services is that of the individual or firm providing the Services as determined under the nationality criteria set forth above. These criteria apply to Non-consulting Services .

## SECTION VI. FRAUD AND CORRUPTION AND PROHIBITED PRACTICES

### Fraud and Corruption

*[Clause applicable to loan agreements signed under policy GN-2349-7]*

1. The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed project including, inter alia, bidders, suppliers or service providers, contractors, Service Providers and concessionaries (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which they have knowledge or become aware both, during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Bank shall in all cases proceed with the established procedure referred to in paragraph 1 (c).
  - (a) The Bank defines, for the purposes of this provision, the terms set forth below:
    - (i) A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
    - (ii) A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and
    - (iv) A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (b) If the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, inter alia, borrowers, bidders, service providers, contractors, subcontractors, Service Provider and concessionaires, executing agencies or contracting agencies (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:
    - (i) decide not to finance any proposal to award a contract or a contract awarded for works, goods, and Services financed by the Bank;
    - (ii) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
    - (iii) cancel and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the borrowing country's legislation;

- (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
  - (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
  - (vi) refer the matter to appropriate law enforcement authorities; and/or
  - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement to the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.
- (c) The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available at the Bank's website ([www.iadb.org](http://www.iadb.org)), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriated investigation. Allegations may be presented confidentially or anonymously.
- (d) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this paragraph 1.
- (e) The imposition of any action to be taken by the Bank pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Bank.
2. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers or service providers, contractors, subcontractors, Service Providers and concessionaires to permit the Bank to inspect their accounts and records and any other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers or service providers, contractors, subcontractors, Service Providers and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Bank the employees or agents of the Bidders, service providers, contractors, subcontractors, Service Providers or concessionaires with knowledge of the Bank-financed project to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or Service Provider relating to the review or audit of the documents. If the Bidder, supplier or service provider, contractor, subcontractor, Service Provider or concessionaire fails to comply with the Bank's request, or otherwise obstruct the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against the Bidder, supplier or service provider, contractor, subcontractor, Service Provider or concessionaire.
3. Bidders shall represent and warrant:
- (f) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;
  - (g) that they have not engaged in any violation of policies on fraud and corruption described herein;
  - (h) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;

- (i) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;
- (j) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (k) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;
- (l) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in paragraph 1 (b).

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## Prohibited Practices

*[Clause applicable to loan agreements signed under policy GN-2340-9]*

1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers or service providers, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, suppliers or service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank<sup>2</sup> all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
  - (a) The Bank defines, for the purposes of this provision, the terms set forth below:
    - (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
    - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) A "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;
    - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

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<sup>2</sup> Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website ([www.iadb.org/integrity](http://www.iadb.org/integrity)).

- (v) An “obstructive practice” which is:
  - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group 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 1 (f) below.
- (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, suppliers or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
  - (i) not finance any proposal to award a contract for works, goods or services, and consulting non-consulting Services ;
  - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
  - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
  - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
  - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated<sup>3</sup> sub-Service Provider, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
  - (vi) refer the matter to appropriate law enforcement authorities; and/or
  - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.

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<sup>3</sup> A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term "sanction" shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants bidders, suppliers, and their agents, contractors, Service Providers, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, Service Providers, sub-contractors, sub-Service Providers, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or Service Provider relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, Service Provider, personnel, sub-contractor, sub-Service Provider, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, Service Provider, personnel, sub-contractor, service provider or concessionaire.
- (g) If the Borrowers procures goods or Services , works or Services directly from a specialized agency, all provisions under Section VI regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting Non-consulting Services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

2. By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-Service Providers directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).



## **PART II. EMPLOYER'S REQUIREMENT**

### **SECTION VII. TERMS OF REFERENCE**

#### **Sensitization and Marketing Awareness Raising for products and services offered under Boosting Innovation, Growth and Entrepreneurship Ecosystems Programme**

##### **BACKGROUND**

The DBJ is a wholly owned Government company and the lead agency with the Mission of facilitating economic growth and development of the country through the provision of “opportunities to all Jamaicans to improve their quality of life.”

This is being done through development financing, capacity building, public-private partnerships, privatizations, and other innovative methods in keeping with Government policy through the Bank's operational divisions which include Loan Origination & Portfolio Management, Micro Finance Services, Public-Private Partnerships & Privatisation, Strategic Services, and Venture Capital.

The DBJ delivers to Jamaican entrepreneurs a wide range of products and services that include:

- a. Low-cost financing to micro, small and medium-sized enterprises
- b. Direct loans to strategic sectors of the economy
- c. Grants to start-ups that provide innovative products and services
- d. A partial guarantee programme (the Credit Enhancement Facility)
- e. Renewable energy solutions to commercial and residential customers
- f. Technical assistance and capacity development solutions to MSME
- g. Venture capital & private equity development; and
- h. Privatisation services and public-private partnership options that provide opportunities to broaden the entrepreneurship and ownership base of the country

The DBJ is the Executive Agency for the Government of Jamaica's US\$25 million five-year initiative - Boosting Innovation Growth and Entrepreneurship Ecosystems (BIGEE) that is geared at positively transforming Jamaica's Micro small and Medium sized Enterprises (MSMEs). The initiative is multipronged with three components and subcomponents:

##### **Component I. Innovation and growth for established MSMEs**

Geared at promoting efficiency through innovation among established MSMEs.

1. **Subcomponent 1. Applied. R&D and innovation in MSMEs.** Including: (i) the establishment of a MSME Innovation window as a mechanism for supporting innovation and growth in existing firms. Funds will be awarded through a competitive process based on the technical and commercial merit of proposals.

This window will include individual firms as well as participants in value chains and clusters.

2. **Subcomponent 2. (innovation outputs). Patent development and commercialization.** Including: (i) strengthening firm capacity to use and value intellectual property rights; (ii) identification of IP opportunities, production of IP, and arrangements to foster the global commercialization of IP through licensing agreements and other schemes.
3. **Subcomponent 3. (adoption of existing innovations). Capacity Building for extensionists and Technical Extension for MSMEs.** Including: (i) strengthening and modernization of technology extension services of local extensionists and, (ii) capacity building on business models for new technologies and adoption of new technologies for non-technological based firms; (iii) support for technological extension provided by anchor firms, including digital adoption for digital transformation.

### **Component II. Facilitating Innovation and growth for scalable startups**

Geared at promoting equity financing for scalable startups.

4. **Subcomponent 1: Stimulating Deal Flow;** Including: (i) Identification of business needs of corporate and government sectors that scalable startups can solve (ii) Strengthening business support services including business plan design, training and mentorship programs on managerial, soft skills and entrepreneurial skills.
5. **Subcomponent 2. Supporting the accelerating infrastructure for scalable startups.** Including: (i) capacity building of existing accelerators; (ii) linking entrepreneurs with accelerators abroad; (iii) networks of coaches and mentors; (iv) new product development (v) technical training; and (vi) provision of co-working space.
6. **Subcomponent 3. Facilitating Access to Equity for scalable startups.** Including: (i) the capitalization or creation of a Venture Capital Fund for investable scalable startups.

**Component III: Facilitating Innovation and growth for new startups** This component will create avenues for coordination in the following areas

- i. **Subcomponent 1. Technological Transfer:** (i) Strengthen linkages between universities and entrepreneurs with commercial opportunities for technological solutions (ii) link start-up with universities for product development, (iii) establishing networks and partnerships; (iv) technical assistance on technology commercialization (v) training and (vi) technology transfer pilots.
- ii. **Subcomponent 2. Incubator Support.** Includes: (i) support to technology-based entrepreneurs, including new business models geared at new technologies; (ii) promote strategic partnerships with key actors;
- iii. **Subcomponent 3. Entrepreneurial Skills:** Includes: (i) development of a critical mass of entrepreneurs and professional profiles (advisors, technology scouts, technology managers, technology transfer experts), (ii) strengthening of competencies and abilities for entrepreneurship -- University level and short course formats, (iii) training of trainers for accelerators and incubators.

**Subcomponent 4.** Dynamic Entrepreneurship and building Mindset and Culture. Includes: (i) early stage capital for dynamic entrepreneurs; (ii) support for entrepreneurs at the ideation stage and business plans; (iii) c initiatives for women entrepreneurship (iv) problem solving contests through social innovation; (v) design and implementation of awareness and diffusion campaigns, and (vi) activities on building entrepreneurial

## **SCOPE OF WORK**

The objective of the assignment is to develop and execute an integrated communication and marketing programme over two years, using traditional and new media along with other strategies to inform Micro, Small and Medium sized enterprises, and the public at large, about the Bank's Boosting Innovation Growth and Entrepreneurship Ecosystems (BIGEE) and the products and services offered therein.

The programme will employ messages and themes that cover public education, public relations, and marketing, that will be implemented based on (a) the corporate profile of the DBJ and (b) the specific needs of the BIGEE initiative.

The target audiences of the programme will include, but are not limited to:

- Entrepreneurs
- Micro, small and medium-sized enterprises
- Government Ministries, Agencies & Departments
- Business Incubators
- Business Services Intermediaries
- Tertiary Level Institutions
- The private sector
- Financial institutions (Debt and Equity)
- The media

The Service Provider is expected to:

- a. Create and implement a public education campaign to create a "mind-shift and for Jamaicans to think entrepreneurial informing the targeted audiences that BIGEE offers assistance at every stage of the business lifecycle i.e., from idea to growth to established businesses.
- b. Implement public relations activities to improve the uptake of the products and services offered by BIGEE.
- c. Develop and implement strategies to increase public awareness of the new and existing products and services of the initiative.
- d. Develop strategic communication campaigns specifically tailored to priority areas as determined by the BIGEE Team.
- e. Conduct evaluation of all strategic campaigns after the initial period of implementation.

## **Use of Social media**

The use of new media – that is, social media channels that include, but not limited to, Facebook, Instagram, Twitter and Youtube – is of special interest to the campaign.

The Service Provider will be required to establish and maintain social media accounts for the BIGEE with the following objectives:

- Increasing brand awareness
- Driving traffic to the BIGEE website
- Generating ideas for new products and services
- Boosting brand engagement (making the BIGEE brand the first go-to provider of information and services along the business lifecycle)
- Building a community (of micro and small enterprises) around BIGEE
- Providing business growth advice and support for Jamaican MSEs
- Increasing mentions of BIGEE in the press
- Listening to conversations (including feedback) about the BIGEE

## **TECHNICAL REQUIREMENTS**

The Service Provider is expected to provide the following items:

- A company profile
- Brief biographies of the project team
- Sub-contractors (if any) and their qualifications and experience
- Description of similar programmes executed over the past five years – including names of clients, types of services provided and results, should have access to a comprehensive database of MSMEs operating in Jamaica
- Qualifications and experience of key personnel who will be involved in the development and execution of the campaign: The Team Leader is required to have a:
  - B.Sc. or higher in Marketing and/or Communication with at least six years of work experience in the industry; or
  - Diploma in Marketing and/or Communication with at least 10 years work experience in the industry; or
  - Certificate in Marketing and/or Communication with at least 15 years work experience in the industry.
  - If the Team Leader has no formal qualification, s/he must have at least 20 years' work experience in the industry.
- Resources (human, physical etc.) available to undertake the assignment
- The proposed approach and methodology (including monitoring and evaluation of the progress of the project)
- A work Plan

## **DELIVERABLES**

After selection, the Service Provider will deliver to the BIGEE Team Lead:

- An Inception Report within 15 working days of signing the contract, outlining:
  - The budget for the activities proposed to be undertaken

- A comprehensive strategy for the public awareness & marketing campaign
- A work plan & schedule of events with timelines and deliverables (a Gantt chart)
- A monitoring and evaluation framework outlining key performance indicators and their respective targets to demonstrate increased activity resulting from the communication programme
- Quarterly '**Progress and Achievements Reports**' relating to activities carried out during the reporting period in line with the Scope of Work (work accomplished in this quarter, how it was done, and any problems / issues related to a tasks and schedules). Also, a brief summary of the work to be accomplished in the next quarter.
- Submission of a final impact report within four (4) weeks after the end of the Contract period.

### **DURATION OF ASSIGNMENT**

The Contract duration will be for 24 months. The service provider will report to the Project Manager / and Communication Specialist for the Boosting Innovation Growth and Entrepreneurship Ecosystems (BIGEE) Project at DBJ.

### **PAYMENT TERMS**

The Schedule of Payments is as follows:

- **Deliverable 1: 15 %** Submission and acceptance of Inception Report which is due 15 working days after Contract signing.
- **Deliverable 2: 10%** Upon submission and acceptance of the First Quarterly Report due within three (3) months after Contract signing.
- **Deliverable 3: 10 %** Upon submission and acceptance of the Second Quarterly Report
- **Deliverable 4: 10 %** Upon submission and acceptance of the Third Quarterly Report
- **Deliverable 5: 10 %** Upon submission and acceptance of the Fourth Quarterly Report
- **Deliverable 6: 10 %** Upon submission and acceptance of the Fifth Quarterly Report
- **Deliverable 7: 10 %** Upon submission and acceptance of the Sixth Quarterly Report
- **Deliverable 8: 10 %** Upon submission and acceptance of the Seventh Quarterly Report
- **Deliverable 9: 10 %** Upon Submission and acceptance of the Eight Quarterly Report
- **Deliverable 9: 5%** Submission and acceptance of the Final Impact Report (including lessons learned) – due within four (4) weeks of the end of the contract period.



## **PART III. CONTRACT**

### **HARMONIZED STANDARD FORM OF CONTRACT**

#### **SERVICE PROVIDER'S SERVICES: LUMP-SUM**

##### **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Employer and the Service Provider, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Prohibited Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR SERVICE PROVIDER'S SERVICES  
Lump-Sum**

**Project Name** \_\_\_\_\_

**Loan No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
*[Name of the Employer]*

**and**

\_\_\_\_\_  
*[Name of the Service Provider]*

**Dated:** \_\_\_\_\_



## I. Form of Contract – Lump-Sum

*[Text in brackets [ ] is indicative of required project-specific information; all notes should be deleted in the final text]*

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* 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: 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 [Name of JV] consisting of the following entities, each member of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Service Provider”).]*

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain non-consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Employer has received *[or has applied for]* a loan from the Inter-American Development Bank toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Employer and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Employer shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Prohibited Practices);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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]*

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*[Authorized Representative of the Employer – name, title and signature]*

For and on behalf of *[Name of Service Provider or Name of a Joint Venture]*

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*[Authorized Representative of the Service Provider – name and signature]*

*[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached].*

For and on behalf of each of the members of the Service Provider *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## II. General Conditions of Contract – Lump Sum

### A. General Provisions

#### 1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Policies” means [Policies for the Selection and Contracting of Service Providers Financed by the Inter-American Development Bank](#).
  - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (c) “Bank” means the Inter-American Development Bank.
  - (d) “Borrower” means the Government, Government agency or other entity that signs the loan contract with the Bank.
  - (e) “Employer” means the executing agency that signs the Contract for the Services with the Selected Service Provider.
  - (f) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer
  - (g) “Contract” means the legally binding written agreement signed between the Employer and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) “Day” means a working day unless indicated otherwise.
  - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Provider, Sub-Service Provider or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract.
  - (k) “Foreign Currency” means any currency other than the currency of the Employer’s country.
  - (l) “GCC” mean these General Conditions of Contract.
  - (m) “Government” means the government of the Employer’s country.
  - (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.

- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Service Provider’s proposal.
- (p) “Local Currency” means the currency of the Employer’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Service Provider or its Sub-Service Provider to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (s) “**SCC**” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in **Appendix A** hereto.
- (u) “Sub-Service Providers” means an entity to whom/which the Service Provider subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Employer, the Service Provider or a Sub-Service Provider.

## **2. Relationship between the Parties**

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Service Provider. The Service Provider, subject to this Contract, has complete charge of the Experts and Sub-Service Providers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

## **3. Law Governing Contract**

- 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **4. Language**

- 4.1 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.

## **5. Headings**

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto 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.

**8. Authority of Member in Charge**

8.1 In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Service Provider's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

**9. Authorized Representatives**

9.1 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**.

**10. Prohibited Practices**

10.1 The Bank requires compliance with its policy in regard to prohibited practices as set forth in Attachment 1 to the **GCC**.

**a. Commissions and Fees**

10.2 The Employer requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**B. Commencement, Completion, Modification and Termination of Contract**

**11. Effectiveness of Contract**

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

**12. Termination of Contract for Failure to Become Effective**

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto..

**13. Commencement of Services**

13.1 The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

**14. Expiration of Contract**

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

**15. Entire Agreement**

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or Variations**

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.

**17. Force Majeure**

**a. Definition**

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Service Providers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence

of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 17.7 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.
- 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Employer, shall either:
- (a) demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18. Suspension**

- 18.1 The Employer may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service Provider of such notice of suspension.

## **19. Termination**

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Employer**

- 19.1.1. The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Employer shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
  - (b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
  - (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) 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) calendar days;
- (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Employer determines that the Service Provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract.

**b. By the Service Provider**

19.1.3. The Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue.
- (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) calendar days.
- (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Employer of the Service Provider's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep



expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Employer, the Service Provider shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Employer shall make the following payments to the Service Provider:

- (a) Payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. Obligations of the Service Provider**

**20. General**

**a. Standard of Performance**

- 20.1 The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with the third parties.
- 20.2 The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.
- 20.3 The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Service Providers as may be approved in advance by the Employer. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services.

**b. Law Applicable to Services**

- 20.4 The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Service Providers, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the Employer's country when
  - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; 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 from that country or any payments to any country, person, or entity in that country.

20.6 The Employer shall notify the Service Provider in writing of relevant local customs, and the Service Provider shall, after such notification, respect such customs.

**21. Conflict of Interest**

21.1 The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Service Provider Not to Benefit from Commissions, Discounts, etc.**

21.1.1. The payment of the Service Provider pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Service Provider's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Sub-Service Providers, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2. Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Service Provider shall comply with the Bank's Applicable Policies, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Employer.

**b. Service Provider and affiliates Not to Engage in Certain Activities**

21.1.3. The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-Service Providers and any entity affiliated with such Sub-Service Providers, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4. The Service Provider shall not engage, and shall cause its Experts as well as its Sub-Service Providers not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5. The Service Provider has an obligation and shall ensure that its Experts and Sub-Service Providers shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Employer, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Service Provider**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Service Provider's liability under this Contract shall be as determined under the Applicable Law.

**24. Insurance to be Taken by the Service Provider**

24.1 The Service Provider (i) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) 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 therefore have been paid. The Service Provider shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Service Provider shall keep, and shall make all reasonable efforts to cause its Sub-Service Providers to keep, accurate and systematic accounts and records in respect of the Services, and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Service Provider shall permit and shall cause its Sub-Service Providers to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting Obligations**

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

**27. Proprietary Rights of the Employer in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service Provider for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Employer.

27.2 If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Service Provider shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Service Provider by the Employer, or purchased by the Service Provider wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Service Provider or its Experts into the Employer's country for the use either for the project or personal use shall remain the property of the Service Provider or the Experts concerned, as applicable.

**D. Service Provider's Experts and Sub-Service Providers**

**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Service Provider's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts**

30.1 Except as the Employer may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Service Provider's written request and due to circumstances outside the reasonable control of the Service Provider, including but not limited to death or medical incapacity. In such case, the Service Provider shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-Service Providers**

31.1 If the Employer finds that any of the Experts or Sub-Service Provider has committed serious misconduct or has been charged with having committed a criminal action, or shall the Employer determine that Service Provider's Expert or Sub-Service Provider have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service Provider shall, at the Employer's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Service Providers is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Service Provider to provide a replacement.

- 31.3 Any replacement of the removed Experts or Sub-Service Providers shall possess better qualifications and experience and shall be acceptable to the Employer.
- 31.4 Any replacement of the removed Experts or Sub-Service Providers shall possess better qualifications and experience and shall be acceptable to the Employer.

## **E. Obligations of the Employer**

### **32. Assistance and Exemptions**

- 32.1 Unless otherwise specified in the **SCC**, the Employer shall use its best efforts to:
- (a) Assist the Service Provider with obtaining work permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.
  - (b) Assist the Service Provider with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Employer's country while carrying out the Services under the Contract.
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Assist the Service Provider and the Experts and any Sub-Service Providers employed by the Service Provider for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Employer's country according to the Applicable Law in the Employer's country.
  - (f) Assist the Service Provider, any Sub-Service Providers and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law in the Employer's country, of bringing into the Employer's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
  - (g) Provide to the Service Provider any such other assistance as may be specified in the **SCC**.

### **33. Access to Project Site**

- 33.1 The Employer warrants that the Service Provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Service Provider and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Service Provider or any Sub-Service Providers or the Experts of either of them.

### **34. Change in the Applicable Law Related to Taxes and Duties**

- 34.1 If, after the date of this Contract, there is any change in the Applicable Law in the Employer's country with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.

**35. Services, Facilities and Property of the Employer**

35.1 The Employer shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Employer shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Service Provider's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

**37. Payment Obligation**

37.1 In consideration of the Services performed by the Service Provider under this Contract, the Employer shall make such payments to the Service Provider for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. Payments to the Service Provider**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Service Provider, Sub-Service Providers and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Service Provider or are paid by the Employer on behalf of the Service Provider.

**40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract, unless specified in the **SCC**.

**41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1. Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Employer shall have approved in writing. The advance payments will be set off by the Employer in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2. The Lump-Sum Installment Payments. The Employer shall pay the Service Provider within sixty (60) days after the receipt by the Employer of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Employer does not approve the submitted deliverable(s) as satisfactory in which case the Employer shall provide comments to the Service Provider within the same sixty (60) days period. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.3. The Final Payment. The final payment under this Clause shall be made only after the final report has been submitted by the Service Provider and approved as satisfactory by the Employer. The Services shall then be deemed completed and finally accepted by the Employer. The last lump-sum installment shall be deemed approved for payment by the Employer within ninety (90) calendar days after receipt of the final report by the Employer unless the Employer, within such ninety (90) calendar day period, gives written notice to the Service Provider specifying in detail deficiencies in the Services, the final report. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Service Provider specified in the **SCC**
- 41.2.4. With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Service Provider of any obligations hereunder.

#### **42. Interest on Delayed Payments**

- 42.1 If the Employer had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.1.2, interest shall be paid to the Service Provider on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

#### **G. Fairness and Good Faith**

##### **43. Good Faith**

- 43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **H. Settlement of Disputes**

##### **44. Amicable Settlement**

- 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

**45. Dispute Resolution**

- 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

**I. Eligibility**

**46. Eligibility**

- 46.1 A Service Provider or Subcontractor meets the eligibility criteria in the following cases:
- (a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
    - (i) is a citizen of a member country; or
    - (ii) has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
  - (b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
    - (i) is legally constituted or incorporated under the laws of a member country of the Bank; and
    - (ii) more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank
- 46.2 All members of a Joint Venture and all subcontractors must meet the nationality criteria set forth above.
- 46.3 In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purposed of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts



or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

## **Attachment 1: Bank's Policy – Fraud and Corruption and Prohibited Practices**

### **Fraud and Corruption**

*[Exclusive clause for loan contracts signed under policy GN-2350-7]*

1.1 The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed project including, inter alia, bidders, suppliers, contractors, Service Providers and concessionaires (including their respective officers, employees and agents), adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which they have knowledge or become aware both during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions of actions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Bank shall in all cases proceed with the established procedure referred to in paragraph (c) below.

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

- (i) A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and
- (iv) A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(b) If the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, inter alia, borrowers, bidders, suppliers, contractors, subcontractors, Service Providers, concessionaires, executing agencies, or contracting agencies (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:

- (i) decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Bank;
- (ii) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
- (iii) cancel and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Borrowing country's legislation;

- (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity, or individual's behavior;
  - (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
  - (vi) refer the matter to appropriate law enforcement authorities; and/or
  - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.
- (c) The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available at the Bank's website ([www.iadb.org](http://www.iadb.org)), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriated investigation. Allegations may be presented confidentially or anonymously;
- (d) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Clause; and
- (e) The imposition of any action to be taken by the Bank pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Bank;

1.2 The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, Service Providers and concessionaires to permit the Bank to inspect their accounts and records and any other documents relating to the submission of Bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, Service Providers and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Bank the employees or agents of the Bidders, suppliers, contractors, subcontractors, Service Providers or concessionaires with knowledge of the Bank-financed project to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or Service Provider relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, Service Provider or concessionaire fails to comply with the Bank's request, or otherwise obstruct the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against the Bidder, supplier, contractor, subcontractor, Service Provider or concessionaire.

1.3 The Bidders shall represent and warrant:

- (a) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;
- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;

- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;
- (e) that none of their directors, officers or principal shareholders has been a director, officer, or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;
- (g) that they acknowledge that the breach of any of these warranties constitutes a basis for the imposition of any or a combination of the measures described in Clause 1.1 (b).

**OR**

### **1. Prohibited Practices**

*[Exclusive clause for loan contracts signed under policy GN-2350-9]*

1.1. The Bank requires that all borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank<sup>4</sup> all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (a) corrupt practices, (b) fraudulent practices, (c) coercive practices, (d) collusive practices and (e) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

- (a) The Bank defines, for the purposes of this provision, the terms set forth below:
  - (i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) A "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;
  - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

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<sup>4</sup>Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website ([www.iadb.org/integrity](http://www.iadb.org/integrity)).

- (v) An “obstructive practice” is:
  - a.a. Deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group 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.b. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.1 (e) below.
- (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
  - (i) not finance any proposal to award a contract for works, goods, and related services as well as consulting services financed by the Bank;
  - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
  - (iii) declare Misprocurement and cancel, and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
  - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure of its behavior;
  - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded or participate in activities financed by the Bank; and (ii) be nominated<sup>5</sup> sub-Service Provider, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
  - (vi) refer the matter to appropriate law enforcement authorities; and/or
  - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final

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<sup>5</sup> A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

outcome of a sanction proceeding, or otherwise.

- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other IFIs regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires all applicants, bidders, suppliers, and their agents, contractors, Service Providers, personnel, sub-contractors, service providers and concessionaires to permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, Service Providers, sub-contractors, sub-Service Providers, service providers and concessionaires shall fully assist the Bank with its investigations. The Bank also requires all applicants, bidders, suppliers, and their agents, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers and concessionaires to: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or Service Provider relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, Service Provider, personnel, sub-contractor, sub-Service Provider, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstruct the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, Service Provider, personnel, sub-contractor, service provider or concessionaire.
- (g) If the goods, works, and consulting services are procured directly from a specialized agency, all provisions under Attachment 1 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, Service Providers, personnel, sub-contractors, sub-Service Providers, service providers, concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or any other entities that signed contracts with such specialized agency to supply such goods, works, consulting services in connection with the Bank-financed activities. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. Specialized agencies shall consult the Bank’s list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

- 1.2. The Bidders, by submitting a bid represent and warrant:
- (i) that they have read and understood the Bank's Prohibited Practices and agrees to abide by the applicable rules;
  - (ii) that they have not engaged in any violation of Prohibited Practices described herein;
  - (iii) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
  - (iv) that neither they nor their agents, personnel, sub-contractors, sub-Service Providers or any of their directors, officers or principal shareholders have been declared ineligible by the Bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions to be awarded Bank-financed contracts or have been convicted of a crime involving Prohibited Practices;
  - (v) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible by the bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions, to be awarded a Bank-financed contract or has been convicted of a crime involving Prohibited Practices;
  - (vi) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
  - (vii) that they acknowledge that the breach of any of these warranties constitutes a basis for the imposition of any or a combination of the measures described in Clause 1.1(b).

### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>SCC 1.1(b) and SCC 3.1</b>	<p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p><i>[Bank-financed contracts normally designate the law of the Employer's country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
<b>SCC 4.1</b>	<p>The language is: _____ <i>[insert language]</i>.</p>
<b>SCC 6.1 and 6.2</b>	<p>The addresses are:</p> <p>Employer : _____          _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Service Provider :          _____          _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
<b>SCC 8.1</b>	<p><i>[Note: If the Service Provider consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Service Provider is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p>



	<p>The Lead Member on behalf of the JV is _____          _____ <i>[insert name of the member]</i></p>
<p><b>SCC 9.1</b></p>	<p>The Authorized Representatives are:          For the Employer: <i>[name, title]</i> _____          For the Service Provider: <i>[name, title]</i> _____</p>
<p><b>SCC 11.1</b></p>	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i>          OR  <i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank loan, receipt by the Service Provider of an advance payment, and by the Employer of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i>          The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
<p><b>SCC 12.1</b></p>	<p>Termination of Contract for Failure to Become Effective:          The time period shall be _____ <i>[insert time period, e.g.: four months]</i>.</p>
<p><b>SCC 13.1</b></p>	<p>Commencement of Services:          The number of days shall be _____ <i>[e.g.: ten]</i>.          Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Employer in writing as a written statement signed by each Key Expert.</p>
<p><b>SCC 14.1</b></p>	<p>Expiration of Contract:          The time period shall be _____ <i>[insert time period, e.g.: twelve months]</i>.</p>
<p><b>SCC 21 (b).</b></p>	<p>The Employer reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3          Yes _____ No _____  <i>[If "Yes" is indicated, please include: Such exceptions should comply with</i></p>

	<p><i>the Bank's procurement policy provisions on conflict of interest.]</i></p>
<p><b>SCC 23.1</b></p>	<p>No additional provisions.</p> <p><i>[OR]</i></p> <p>The following limitation of the Service Provider's Liability towards the Employer can be subject to the Contract's negotiations:</p> <p>"Limitation of the Service Provider's Liability towards the Employer:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Service Provider or on the part of any person or a firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused by the Service Provider to the Employer's property, shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds <i>[insert a multiplier, e.g.: one, two, three]</i> times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services;</p> <p>(ii) be construed as providing the Service Provider with any limitation or exclusion from liability which is prohibited by the <i>[insert "Applicable Law", if it is the law of the Employer's country, or insert "Applicable Law in the Employer's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Employer's country].</i></p> <p><i>[Notes to the Employer and the Service Provider: Any suggestions made by the Service Provider in the Proposal to introduce exclusions/limitations of the Service Provider's liability under the Contract should be carefully scrutinized by the Employer and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Service Provider's liability should at the very least be reasonably related to (a) the damage the Service Provider might potentially cause to the Employer, and (b) the Service</i></p>

	<p><i>Provider’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Service Provider’s liability shall not be limited to less than a multiplier of the total payments to the Service Provider under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Service Provider is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Service Provider’s liability should never be limited for loss or damage caused by the Service Provider’s gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Employer shall indemnify and hold harmless the Service Provider against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Employer to the extent permissible by the law applicable in the Employer’s country.]</i></p>
<p><b>SCC 24.1</b></p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer’s country by the Service Provider or its Experts or Sub-Service Providers, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the Applicable Law in the Employer’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the Applicable Law in the Employer’s country”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-Service Providers in accordance with the relevant provisions of the Applicable Law in the Employer’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider’s property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.</p>
<p><b>SCC 27.1</b></p>	<p><i>[Note: If applicable, insert any exceptions to proprietary rights provision_____.</i></p> <p><i>Note: In cases of financing through technical cooperations, no exceptions to this clause may be applicable given the restrictions included in the technical</i></p>

	<i>cooperation agreement</i> ].
<b>SCC 27.2</b>	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Service Provider shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Employer.]</i></p> <p><i>[OR]</i></p> <p><i>[The Employer shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Service Provider.]</i></p> <p><i>[OR]</i></p> <p><i>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
<b>SCC 32.1 (a) through (e)</b>	<i>[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i>
<b>SCC 32.1(f)</b>	<i>[Note: List here any other assistance to be provided by the Employer. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i>
<b>SCC 38.1</b>	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Service Provider shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Employer <i>[insert as appropriate: "for" or "to"]</i> the Service Provider.</p>
<b>SCC 39.1 and SCC 39.2</b>	<i>[Note: The Bank leaves it to the Employer to decide whether the Service Provider (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Employer for any such tax they might have to pay (or that</i>

	<p><i>the Employer would pay such tax on behalf of the Service Provider]</i></p> <p>The Employer warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Service Provider, the Sub-Service Providers and the Experts shall be exempt from”</i></p> <p><i>[OR]</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Employer shall pay the withholding tax or the Service Provider has to pay, include the following:</i></p> <p><i>“the Employer shall pay on behalf of the Service Provider, the Sub-Service Providers and the Experts,” OR “the Employer shall reimburse the Service Provider, the Sub-Service Providers and the Experts”]</i></p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in the Employer’s country, on the Service Provider, the Sub-Service Providers and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Service Provider, Sub-Service Providers and the Experts (other than nationals or permanent residents of the Employer’s country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Employer’s country by the Service Provider or Sub-Service Providers for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Employer and which is treated as property of the Employer;</li> <li>(d) any property brought into the Employer’s country by the Service Provider, any Sub-Service Providers or the Experts (other than nationals or permanent residents of the Employer’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Employer’s country, provided that:             <ul style="list-style-type: none"> <li>i) the Service Provider, Sub-Service Providers and experts shall follow the usual customs procedures of the Employer’s country in importing property into the Employer’s country; and</li> <li>ii) if the Service Provider, Sub-Service Providers or Experts do not withdraw but dispose of any property in the Employer’s</li> </ul> </li> </ul>
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	<p>country upon which customs duties and taxes have been exempted, the Service Provider, Sub-Service Providers or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Employer’s country, or (b) shall reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into the Employer’s country.</p>
<p><b>SCC 40.1</b></p>	<p>The currency(ies) of payment shall be the following:</p>
<p><b>SCC 41.2</b></p>	<p>The payment schedule:</p> <p><i>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1<sup>st</sup> payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]</i></p> <p>2<sup>nd</sup> payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Note: Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>
<p><b>SCC 41.2.1</b></p>	<p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment <i>[of [insert amount] in foreign currency] [and of [insert amount] in local currency]</i> shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Employer. The advance payment will be set off by the Employer in equal portions against <i>[list the payments against which the advance is offset]</i>.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has</p>

	been fully set off.
<b>SCC 41.2.3</b>	The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> .
<b>SCC 42.1</b>	The interest rate is: <i>[insert rate]</i> .
<b>SCC 45.1</b>	<p><i>[Note: In contracts with foreign Service Providers, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been</p>

	<p>appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Service Provider's home country <i>[Note: If the Service Provider consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Service Provider <i>[Note: If the Service Provider consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Service Provider's <i>[or any of their members' or Parties']</i> principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Service Provider's <i>[or of any members' or Parties']</i> shareholders; or</p> <p>(d) the country of nationality of the Sub-Service Providers concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be</p>
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	<p>held in <i>[select a country which is neither the Employer's country nor the Service Provider's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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## IV. Appendices

### Appendix A – Terms of Reference

*[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Employer and the Service Provider during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Service Provider will be made; Employer’s input, including counterpart personnel assigned by the Employer to work on the Service Provider’s team; specific tasks or actions that require prior approval by the Employer.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Service Provider’s Proposal. Highlight the changes to Section 7 of the RFP]*

### Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Service Provider’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

### Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Service Provider’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

When the Service Provider has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Service Providers’ Representations regarding Costs and Charges” submitted by the Service Provider to the Employer prior to the Contract’s negotiations.

Should these representations be found by the Employer (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Employer shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Employer before any such modification, (i) the Employer shall be entitled to offset any excess payment against the next monthly payment to the Service Providers, or (ii) if there are no further payments to be made by the Employer to the Service Providers, the Service Providers shall reimburse to the Employer any excess payment within thirty (30) days of receipt of a written claim of the Employer. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with Clause GCC 45.1(d) of this Contract.”



**Model Form I**  
**Breakdown of Agreed Fixed Rates in Service Provider’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in *[insert name of currency]*)\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Employer’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

## Appendix D - Form of Advance Payments Guarantee

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*[Guarantor letterhead or SWIFT identifier code]*

### Bank Guarantee for Advance Payment

**Guarantor:** *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

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

**Date:** *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert number]*

We have been informed that *[name of Service Provider or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Service Provider") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with the Beneficiary, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

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

At the request of the Service Provider, 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]* (*[amount in words]*)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Service Provider is in breach of their obligation under the Contract because the Service Provider:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Service Provider has failed to repay.
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Service Provider on their account number *insert account number* at *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Service Provider as indicated in certified statements or invoices marked as "paid" by the Employer which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Service Provider has made full repayment of the amount of the advance payment, or on the *[day]* of *[month]*, *[year]*,<sup>2</sup> whichever is

<sup>1</sup> 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 Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to

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.

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*[signature(s)]*

*[Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.]*

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the expiration date established in the guarantee. In preparing this guarantee, the Client 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 Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

