**Invitation for Proposal**

**Ref No.:\_FC033**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**To: \_\_\_\_\_\_\_\_\_ [ *insert Consultant’ s name*]**

Dear [*insert name of Consultant’s representative*]:

1. The Republic of Lebanon (hereinafter called “Borrower”) has received financing from the World Bank toward the cost of the **Roads and Employment Project** and intends to apply part of the proceeds toward payments under the contract for the “Preparation of High Quality Short Documentary Movie & A series of FIVE (5) short clips”. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.
2. The **Council for Development and Reconstruction (CDR)** now invites your Proposal to provide the following consulting services (hereinafter called “Services”): “Preparation of High Quality Short Documentary Movie & A series of FIVE (5) short clips”. More details on the Services are provided in **Annex 1- Terms of Reference**.

**Fraud and Corruption**

1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment 1).
2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**Eligibility**

1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.
3. As an exception to the foregoing Para. 5 and 6 above:
4. A Consultant that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.>
   1. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in para. 7.3 below and:

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

* 1. In reference to paras. 7.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this procurement process:

1. Under para. 7.2 (a): *Israel*
2. Under para. 7.2 (b): *None*
   1. Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:
3. the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
4. their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**Conflict of Interest**

1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
   1. Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
   2. Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
   3. Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**Validity of Proposal**

1. The validity of your Proposal shall not be less than *126 days* from the date of submission of the Proposal.

**Proposal**

1. The Financial Proposals shall be prepared using the forms provided in Annex 2.
2. Applicable taxes for this contract are:
3. 7.5 % income Tax of the value of the contract, applicable on Foreign Consultants’ share.
4. Income taxes applicable on Local Consultants’ Share, to be estimated by the Local Consultant.
5. A stamp duty of 8 per 1000 of the value of the contract including the value of income taxes as indicated above in bullets (a) and (b), applicable on Local Consultants and Foreign Consultants,
6. VAT taxation is not applicable for this Contract according to the law 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017 which states that all foreign funding is not subject to any VAT taxation.  Accordingly, if the Consultant has to pay any VAT, he will be refunded the VAT directly from the Ministry of Finance.

The tax liability for the Consultants is as follows:

* For the stamp duty of 8 per 1000 of the value of the contract; 4 per 1000 to be paid by the Consultant within 5 working days after the notification day. The remaining 4 per 1000 will be deducted by CDR from each invoice.
* For Foreign Consultants (Single or Member of JV), CDR will deduct 7.5% from his invoice, or from his share of each invoice (in case of JV).
* For Local Consultant (Single or Member of JV) will make his own arrangements to pay his annual income tax on this contract to the Lebanese Ministry of Finance (MOF).

“Information on the Consultant’s tax obligations in the Client’s country can be found [www.finance.gov.lb](http://www.finance.gov.lb)

1. The Financial Proposal shall not be adjusted for foreign and/or local inflation during the execution of the contract.
2. You may propose your price in a freely convertible foreign currency of your choice in addition to the currency of the Client’s Country (for any local costs as applicable).

**Clarifications**

1. Any clarification request regarding this invitation may be sent in writing as follows:

The contact information for requesting clarifications is:

The Council for Development and Reconstruction.

Tendering Department

Tallet El Serail, Beirut – Lebanon

Facsimile: +961 -1 - 981255

**Submission of Proposals**

1. Please submit your Proposal to the address below at or before 12:00 noon Beirut Local Time on***--------------------------------------*** using the forms attached in Annex 2*.*  Electronic Bidding will not be permitted.
2. The address for submission of Proposal is:

**Council for Development and Reconstruction (CDR)**

**Tenders Department**

**Tallet El-Serail, Room No. 1166**

**Beirut - Lebanon**

**Telephone: +961 1 981431/2 - Facsimile: +961 1 981255**

**Web site address: www.cdr.gov.lb**

**Evaluation of Financial Proposal**

1. The financial proposal shall be evaluated to review that the Consultant has adequately priced the technical proposal.

**Contract negotiations and award of contract**

1. The award of contract will be subject to the satisfactory conclusion of negotiations.
2. The Client shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Consultant, the Contract On behalf of the Client.

Yours sincerely,

Council for Development and Reconstruction

Nabil A. El Jisr, President

**Attachments:**

**Annex 1: Terms of Reference**

**Annex 2: Proposal Submission Form and attachments**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Invitation for Proposal (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal*.*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: *{Insert a list with full name and the legal address of each member, and indicate the lead member}*.We have attached a copy *{insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

*{OR*

*If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}*

Our Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}*, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with the Invitation for Proposal. The estimated amount of local indirect taxes is *{Insert currency}* *{Insert amount in words and figures}* which shall be confirmed or adjusted, if needed, during negotiations.

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
2. Our Proposal shall be valid and remain binding upon us, subject to any modifications resulting from Contract negotiations, until *[insert day, month and year].*
3. We have no conflict of interest in accordance with the Invitation for Proposal.
4. We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption, as stated in the Invitation for Proposal*.*
5. We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
6. We undertake to negotiate a Contract on the basis of the proposed Key Experts.
7. No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected commencement date specified in the Invitation for Proposal.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

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Signature (of Consultant’s authorized representative) *{In full and initials}*:

Full name: *{insert full name of authorized representative}*

Title: *{insert title/position of authorized representative}*

Name of Consultant (company’s name or JV’s name):

Capacity: *{insert the person’s capacity to sign for the Consultant}*

Address: *{insert the authorized representative’s address}*

Phone/fax: *{insert the authorized representative’s phone and fax number, if applicable}*

Email: *{insert the authorized representative’s email address}*

{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}

**ATTACHMENTS:**

1. Description of Approach, Methodology, and Work Plan for Performing the Assignment
2. Work Schedule and planning for deliverables
3. Team Composition, Assignment, and Key Experts’ inputs
4. CVs