

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

3. 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).
4. 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

5. 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.
6. 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.

7. As an exception to the foregoing Para. 5 and 6 above:
- 7.1 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>.
- 7.2 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.
- 7.3 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:
- (a) Under para. 7.2 (a): *Israel*
 - (b) Under para. 7.2 (b): *None*
- 7.4 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:
- (i) 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
 - (ii) 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

8. 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.

9. 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.
10. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
 - 10.1 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.
 - 10.2 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.
 - 10.3 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

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

Proposal

12. The Financial Proposals shall be prepared using the forms provided in Annex 2.
13. Applicable taxes for this contract are:
 - a- 7.5 % income Tax of the value of the contract, applicable on Foreign Consultants' share.
 - b- Income taxes applicable on Local Consultants' Share, to be estimated by the Local Consultant.

- c- 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,
- d- 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

- 14. The Financial Proposal shall not be adjusted for foreign and/or local inflation during the execution of the contract.
- 15. 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

- 16. 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

- 17. 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.

18. 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

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

Contract negotiations and award of contract

20. The award of contract will be subject to the satisfactory conclusion of negotiations.

21. 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



LEBANESE REPUBLIC
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (CDR)

ROADS & EMPLOYMENT PROJECT (REP) - LOAN NO. 8705-LB

TERMS OF REFERENCE (TOR)
**“PREPARATION OF HIGH QUALITY SHORT DOCUMENTARY MOVIE &
A SERIES OF FIVE (5) SHORT CLIPS”**

1. INTRODUCTION & PROJECT BACKGROUND

To meet Lebanon’s developmental needs in the road sector while also stimulating the economy and creating jobs, the World Bank approved in February 2017 the Road and Employment Project (REP¹) through a US\$200 million Loan² from the International Bank for Reconstruction and Development (IBRD).

The REP has been declared effective on October 30, 2018. The REP is implemented by the Council for Development and Reconstruction (CDR) representing the Government of Lebanon (GOL) for the benefit of the Ministry of Public Works and Transport (MOPWT).

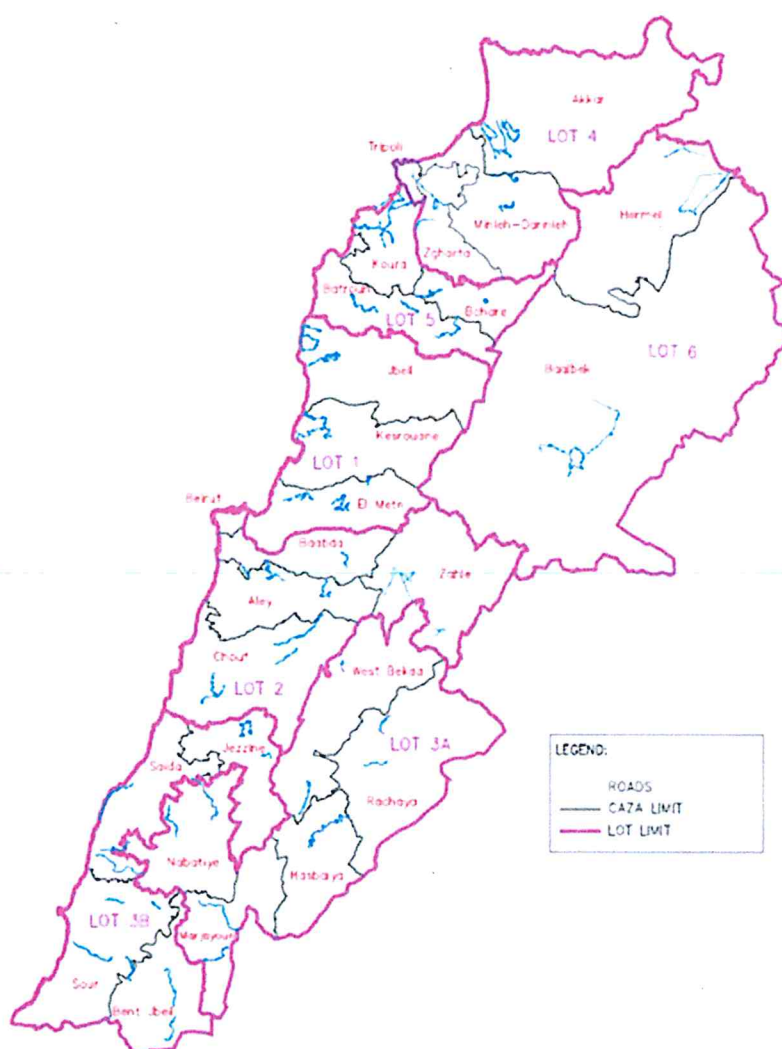
The development objectives of the REP are to: (i) improve transport connectivity along select paved road sections; (ii) create short-term jobs for Lebanese and Syrians and (iii) to support eligible farmers engaged in crop and livestock production to spur COVID 19 emergency recovery.

The project covers classified roads in 25 Cazas throughout Lebanon (see Map in Figure 1 overleaf) and it is grouped into six (6) lots.

¹ More information about REP is available on the following CDR webpage <https://www.cdr.gov.lb/getmedia/935fe709-e3cf-4102-967e-8d5376977038/Q-A-on-REP-English-Final.pdf.aspx>

² Non-concessional portion of US\$154.6 million, concessional portion of US\$45.4 million from the Global Concessional Financing Facility made on a grant basis

Figure 1 Map showing roads covered by REP and Lot distribution



The REP originally had three components. Following its restructuring in March 2021, a fourth component was added to address the impact of the COVID-19 on the agriculture sector.

- i. Roads Rehabilitation and Maintenance: to finance works and related consultancy services for the rehabilitation and maintenance of about 500 km of primary, secondary, and tertiary roads, including road safety and spot improvements;
- ii. Improvement of the Ministry of Public Works and Transport's (MOPWT) Road Emergency Response Capacity, especially during climate extremes;
- iii. Capacity Building and Implementation Support: to build the capacity of Lebanese agencies in planning and managing the road sector; and
- iv. Support to farmers engaged in crop and livestock production: to support continued agricultural production and vaccination of animals³.

³ Not subject to this TOR - A separate documentary movie will be produced for this component by Food & Agriculture Organization (FAO) in due time.

A detailed description of the REP original Components (i.e. 1, 2 & 3) is provided below:

i. Under Component 1 (Roads Rehabilitation and Maintenance), the design services related to all six lots have been completed in 2019. Between 2020 and 2021, the CDR launched and awarded 12 construction packages to rehabilitate selected roads all over Lebanon. The thirteenth one is under process of launching. These are classified as follows:

- 1) Lot 1-Package 1: Kesrouane/ Metn
- 2) Lot 1- Package 2: Jbeil
- 3) Lot 2-Package 1: Aley and Chouf
- 4) Lot 2-Package 2: Baabda & Zahle
- 5) Lot 3A-Package 1: Nabatieh & Marjayoun
- 6) Lot 3A-Package 2: West Bekaa & Rachaya & Hasbaya
- 7) Lot 3B-Package 1: Sour & Bint Jbeil
- 8) Lot 3B-Package 2: Jezzine & Saïda
- 9) Lot 4-Package 1: Akkar
- 10) Lot 4-Package 2: Minieh-Dinnieh & Zgharta
- 11) Lot 5- Package1: Tripoli & Koura
- 12) Lot 5-Package 2: Batroun & Bcharre
- 13) Lot 6- Package 1: Hermel & Baalback

The rehabilitation activities include the following:

- Pavement reconstruction (aggregate base course, bituminous base course, etc...)
- Pavement rehabilitation (Milling & Overlay, Deep & shallow pothole patching, crack sealing.
- Masonry retaining walls/Footwalls construction and re-construction.
- Structural concrete repair.
- Sidewalk repairs and construction.
- At Grade Pedestrian Crossings.
- Improvement of the median barrier (construction and repairs).
- Median/Side lighting system repair and all related electrical and civil works.
- Road marking, signing, cat eyes and reflectors.
- Concrete barriers.
- Delineators.
- Storm water drainage improvement (construction and repairs).
- Safety barriers: New Jersey/ Texas barrier and steel guard rail.
- Relocation/Expansion/repair of existing utilities as applicable.
- Other ancillary and associated works including traffic management during construction, reinstatement of roads disturbed by the works and tapering to the existing roads as necessary.

As the REP could have impacts on the environment and community due to the rehabilitation of roads infrastructure and associated civil works, an Environmental and Social Management Framework (ESMF) was prepared in 2018 (updated in 2021) and a 25 site-specific Environmental and Social Management Plan (ESMP) were prepared between 2019 and 2020. All reports were

publicly consulted, World Bank-cleared and disclosed on the World Bank and CDR websites. These instruments assessed all site-specific Environmental and Social (E&S) risks and impacts, determined the appropriate mitigation measures and put in place E&S management plans to appropriately manage and monitor the implementation of the safeguard requirements.

Under the same component, the CDR will be launching, in 2023, the Routine Maintenance activity. It will be for a period of two (2) years and covers the primary roads as priority and secondary roads where funds are available. The routine maintenance activities will include the repair and maintenance of the following items:

- Repair and maintain roadway pavement by Deep & shallow pothole patching, crack sealing.
- Repair and maintain by milling and overlay of localized pavement depressions such as failed pavement applied over utility trenches/ depressions.
- Repair and maintain of damaged reinforced concrete retaining walls/Footwalls/ Masonry Walls.
- Repair and maintain Sidewalk including tiles, curbstones
- Repair and maintain Safety barriers: New Jersey/ Texas barrier and steel guard rail.
- Repair and maintain Storm water drainage network.
- Repair and maintain Lighting Networks and all related electrical and civil works.
- Renew, repair, Implement and maintain Road marking & signing.
- Other ancillary associated works including traffic management during the contract.

ii. Component 2 (Improving Road Emergency Response Capacity) financed the purchase of road vehicles and equipment, particularly those needed for snow removal and landslides repairs. Under this component, REP delivered to the Ministry of Public Works and Transport (MOPWT), 15 wheel loaders, 10 snow blowers, 5 salt spreaders, and 10 four-wheel drive vehicles between 2019 and 2021.

iii. Component 3 (Capacity Building and Implementation Support) includes four sub-components as follows:

- 1) Subcomponent 1. Strengthen national road asset management by establishing a Road Asset Management System (RAMS) to enable MOPWT to determine the optimum maintenance works and rehabilitation treatments to be applied to each individual road or at network level. RAMS will serve as a tool to enable MOPWT to make strategic decisions to set standards for maintenance management and to advise the effect on the network under differing funding and budget scenario.
- 2) Subcomponent 2. Support the planning and implementation of road safety measures through the elaboration of a national strategy and action plan on road safety.
- 3) Support training activities to build the technical skills of MOPWT and CDR staff as well as workers of supervising engineers and contractors. Between 2018 and 2021, the International Labor Organization delivered three workshops on Labor-Based

Methods for Road Works. In 2022, the World Bank Safeguard Specialists delivered a workshop on Occupational Health and Safety.

- 4) Support for project Implementation: The REP includes a Project Implementation Unit (PIU) established within the CDR and is implementing project activities including: Monitoring of works' and contracts' progress and implementation; Engineering design review and approval; Conducting procurement procedures included in the Procurement Plan; Financial management of the Project funds; Environmental & Social (E&S) Safeguards monitoring; Reporting (Preparation of the Project Progress Report, Financial reports, and mid-term report); and Coordinating training activities;

The project beneficiaries consist of the following:

1. Lebanese and Syrian low skilled labor force participants. The project is expected to create about 1 million labor days of direct short-term jobs in the construction industry, most of it for low skilled Lebanese and Syrians. Substantial additional jobs will also be created in the supply chain industries as well as the engineering and consultancy services in Lebanon. The project will also encourage participation and broader benefits for women.
2. Lebanese and Syrian households, particularly the poor and lower middle class. The project will rehabilitate select road sections in all regions of Lebanon. The Lebanese population as a whole and the Syrians in Lebanon, including women, will benefit from the project through improved connectivity, lower transport costs, and improved road safety. Transport costs and poor road safety disproportionately affect the poor and lower income groups.
3. Local industries and economies. The project will also benefit local industries supporting the construction sector (quarries, transportation, and cement). Local economies will also benefit from improved connectivity and increased demand for local goods and services.
4. Small-scale farmers: Provide support to approximately 26,700 smaller crop and livestock producers in Lebanon by providing them with vouchers for the procurement of essential inputs to enable continued agricultural production and by the procurement of vaccines for animal diseases.

While the Project is progressing and works are being executed on site, documenting REP activities is needed to capture the implementation process under its activities as well as the environmental, social, occupational health and safety, and traffic safety practices. The REP envisages the production of a Movie and a series of five (5) short clips to capture project's progress and achievements (including a focus on before/after footage where feasible) with an emphasis on human stories (including testimonials from workers as well as from beneficiaries highlighting the project's benefits and impacts on their daily lives). The production of the Movie and a series of five (5) short clips shall cover the first three Components of REP (see footnote no.3).

2. OBJECTIVE OF THE ASSIGNMENT

The Council for Development and Reconstruction (CDR - *hereinafter referred as Client*), acting as executing agency for and on behalf of the GOL, intends to select a Firm (hereinafter referred as Consultant) to produce a High Quality Short Documentary Movie (hereinafter referred as Movie) and a series of five (5) short clips (Movie and short clips are referred hereinafter as Assignment) that will illustrate the activities undertaken under REP original three components and present their outcomes.

The main objective of the Assignment is to produce audio-visual content that showcases the project's outcome and process and its results and impact on people's daily lives and livelihoods in a simple and compelling way that speaks to the general public.

3. SCOPE OF WORK

Under the supervision of the CDR, the awarded Consultant will be responsible for producing a High Quality Short Documentary Movie. The awarded Consultant will be responsible for accomplishing the following tasks

- 1) Develop the script:** The Consultant shall develop the documentary script and storyboard to be used in the Movie. At this stage, the Consultant shall visit selected project sites and interact with the local communities/beneficiaries who have been impacted by REP. This will help the Consultant in understanding the Project and collecting all present and ongoing activities on the project, in order to produce a high quality short Documentary Movie featuring the whole process of implementation for the REP, from the early phases of design and consultation, through the various implementation phases, as well as the environmental, social, occupational health and safety, traffic safety practices, and up to the finalization of the construction activities in the work packages. The selection of work sites for shooting and stories from the fields will be in coordination with the CDR.
The Movie shall appeal to a varied target audience; it will be captivating storytelling, informative and educational, providing information that is both revealing and useful to understand road rehabilitation and maintenance within the framework of the REP and how it affects daily lives. In particular, the Movie should ensure a proper documentation of – but not limited to – the following: (a) work execution and delivery in the most suitable locations, (b) implementation of REP Safeguards in particular mitigation measure related to Occupational Health & Safety, Environmental and Social Management, Traffic Safety (c) equal representation of men and women, (d) women employment, (e) no child labor, (f) grievance mechanism, (g) training, (e) RAMS, (f) vehicles and equipment and (j) elaboration of a national strategy and action plan on road safety.
- 2) Capturing and producing video content covering both the movie and the series of five (5) short clips:** The main duties and responsibilities under the task will include the following:
 - Develop the video concept and scenario to be discussed with CDR team

- Present a work plan for the assigned work specifying travelling days
- Perform appropriate short interviews with the project stakeholders: beneficiaries (residents, small businesses, drivers, pedestrians...) workers, mayors, *mokhtars*, etc.
- Capture high resolution footage of construction sites and events related to the implementation of the project activities at various locations.
- Use HD quality video cameras (including drone), professional editing software and other equipment and supplies to produce high quality content
- Apply videography, editing, audio balancing, sub-titling, format exporting, archiving raw and edited work, among other skills, in the production of the videos; Edit the footage in keeping with the script agreed upon and approved by the CDR team and produce a professional product of broadcast quality using a variety of tape and digital formats;
- Record and edit narration/voice over where needed under the guidance of the CDR Project Officer;
- Embed sub-titles in the video as necessary. Video main language would be in Arabic with English subtitles.
- Audio balance the final product and convert it into formats for use on TV, radio, web, etc.
- Clearly identify location, name and age of interviewees, quotes and any relevant details;

4. DELIVERABLES

Deliverables under this Assignment will comprise of:

- 1) One main movie (4 to 6 minutes max) introducing the project objectives, process, outcomes and benefits and including testimonials from various stakeholders as per the above production details under Scope of Work (above)
- 2) A series of 5 short clips (under 1 minute each) zooming in on specific roads and highlighting the human element via short and simple testimonials with beneficiaries (residents of the area/road users), workers, local authorities.

The production shall cover up to eight work-sites that are pre-selected by the CDR. The selection of the roads to film will depend on a number of factors: geographical distribution, nature and scope of works, status of work progress with preferably before/after footage, importance of the road (from an economic/resident viewpoint), presence of beneficiaries in the vicinity, labor element, gender balance in human voice, etc.

No equipment will be purchased or provided by the CDR. Any equipment needed to complete this Assignment should be supplied by the Consultant to produce the above mentioned deliverables. Videos should be shot in HD using professional microphones (ensuring high quality of sound). Delivery of the Assignment should be using DVD.

5. TIMELINE & SCHEDULE

The Consultant should finalize the Assignment within 17 weeks from the date of the signing of the contract or the Notification Date (N.D). The Consultant shall submit the below listed deliverables as per the indicated timeline:

Deliverables No.	Deliverables Title	Timeline
D1	Work Plan & Script of Movie and the five (5) short clips	N.D.+3 Weeks
<i>Client Review & Feedback of D1 (1 Iteration) 2 weeks from Delivery</i>		
D2 (Iteration 1)	First Edited Version of Movie and the five (5) short clips	Four (4) Weeks from Client Feedback of D1 (1 Iteration)
<i>Client Review & Feedback of D2 (Iteration 1) 2 weeks from Delivery</i>		
D2 (Iteration 2)	Second Edited Version of Movie and the five (5) short clips	Two (2) Weeks from Client Feedback of D2 (Iteration 1)
<i>Client Review & Feedback D2 (Iteration 2) 2 weeks from Delivery</i>		
D3	Final Production of the Movie and five (5) short clips	Two (2) Weeks from Client Feedback of D2 (Iteration 2)

The Contract is subject to termination at any time due to poor in performance of services.

6. QUALIFICATIONS

The Consultant shall have at least three (3) years of experience in directing, producing and publishing video products. The Consultant shall present a portfolio showing at least five (5) similar projects developed by their Firm in the last three (3) years. The Consultant needs to have experience and/or Knowledge of the Lebanese context.

The Consultant's Team of Experts required for the preparation and successful delivery of the services described herein should be comprised of the following:

1) Key Expert 1: Director

- Minimum Bachelor's degree in Audiovisual, media communications, or related field.
- Minimum of 10 years of experience in working with video production.

2) Key Expert 2: Videographer

- Minimum Bachelor's in photography/ videographer, or related discipline.
- Minimum of 8 years of experience in working in the field of photography/videography, with knowledge of function in various types of cameras, lenses, films, and accessories, and in depth knowledge of photo database technology.

3) Key Expert 3: Producer

- Minimum Bachelor's degree in Audiovisual, media communications, or related field.
- Minimum of 8 years in the production field, solid experience in processing and editing news, documentary films, TV programs and 3 to 4 minutes' short format films; and demonstrated experience of conception, production and editing of short video documentaries. Proficient command of Arabic/English.

7. ADMINISTRATION AND REPORTING

The Consultant shall report to CDR.

8. PAYMENTS SCHEDULE

Deliverables	QTY	Payment Schedule
D1-Work Plan & Script of the Movie and five (5) short clips	1 Work plan 1 Script (movie & short clips)	20% paid upon successful delivery
D2 (Iteration 1)- First Edited Version of Movie and the five (5) short clips	1 Movie 5 short clips	40% paid upon successful delivery
D2 (Iteration 2)- Second Edited Version of Movie and the five (5) short clips	1 Movie 5 short clips	20% paid upon successful delivery
D3- Final Production of the Movie and five (5) short clips	1 Movie 5 short clips	20% paid upon successful delivery

The payments under this contract are based on deliverables as per the above schedule of payment. The Consultant shall submit invoices within 30 calendar days of completing the scope of works and submission of deliverable.

Noting that the total Consultant's remuneration (fees) shall include all transportation, communication fees, software, computers, cameras and any Taxes.

All Payments are due upon approval of deliverables by CDR.

9. BANK SECRECY DECLARATION

The Consultant should submit a signed and stamped declaration, in which, as stipulated in "article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020", the Consultant agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract, and which will be included as Contract Clause.

10.COPYRIGHTS.

The copyright of all deliverables prepared by the Consultant in performing the Services under this TOR shall become and remain the property of the CDR and the Ministry of Public works and Transport. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this TOR without the prior written notification to the Client.

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:

- (a) 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.
- (b) Our Proposal shall be valid and remain binding upon us, subject to any modifications resulting from Contract negotiations, until *[insert day, month and year]*.
- (c) We have no conflict of interest in accordance with the Invitation for Proposal.
- (d) 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.
- (e) 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;

- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts.
- (g) 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,

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