



**Government
of Jamaica**



Issued on October 30, 2021

for the procurement of

***COMMUNICATION SPECIALIST II
CONSULTANT***

RFQ#: TIU/2021/COM/3CV/001

Project Name: GOJ Public Sector Transformation Programme
IADB JA-L1073 – Support to the Public Sector
Transformation Programme

Procuring Entity:

Transformation Implementation Unit, Ministry of Finance and the Public Service



SECTION 1: INSTRUCTIONS TO CONSULTANTS (ITC)
TENDER#: TIU/2021/EVAL/3CV-001

The Public Sector Programme-Transformation Implementation Unit is seeking a Communication Specialist to assist with the implementation of a holistic communication strategy and plans to support the Public Sector Transformation Programme.

1. An individual will be selected using the **3CV** methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-9) and the Government of Jamaica detailed in the “Handbook of Public Sector Procurement Procedures” respectively.
2. We kindly ask that your submission must include:
 - Curriculum Vitae;
 - Any other documents proving the Consultant’s experience (sample optional form attached).
3. All documents should be done in **PDF** format and submitted via email to:
Email address: procurement@transformation.gov.jm
Email Subject: TIU/2021/COMM/3CV-001 – Communication Specialist II

The deadline for receipt of your submission by the Procuring Entity is **November 15, 2021**.

4. An email confirmation will be sent for all submissions received electronically before the specified deadline. No hard copy document should be submitted. **Late submissions will not be accepted.**
5. All documents submitted should be in English.
6. From the date that the submission is opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to their submission. Any effort by Consultant to influence the Client in the examination, evaluation, ranking of Curriculum Vitae, and recommendation for award of Contract may result in the rejection of the Consultants’ submissions.
7. The evaluation committee, appointed by the Client, evaluates the CVs based on their responsiveness to the Terms of Reference.
8. Individuals may request clarifications of any of the attached documents up to (and including) **November 15, 2021**. Clarifications must be sent via email to:

Email address: procurement@transformation.gov.jm

Email Subject: TIU/2021/COMM/3CV-001 – Communication Specialist II

9. The Client will post clarification responses on the websites <http://www.mof.gov.jm> & www.publicsectortransformation.gov.jm. The response will include an explanation of the query (without identifying the source of inquiry).
10. At any time before the submission of curriculum vitae, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited individual, amend the attached documents. Any amendment shall be issued in writing through addenda and posted on its website. Addenda shall also

be sent by facsimile or Email to all individuals who indicated their intention to submit curriculum vitae and will be binding on them. The Client may at its discretion extend the deadline for the submission of curriculum vitae.

11. Information relating to the examination, evaluation, comparison, and post qualification of submission, and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a consultant to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the submissions or contract award decisions may result in the rejection of its submission. Notwithstanding, from the time of opening to the time of Contract Award, if any Consultant wishes to contact the Purchaser on any matter related to the process, it should do so in writing.
12. The Client reserves the right to terminate the procurement process and reject all submissions at any time prior to the award of contract, without thereby incurring any liability to the affected consultant on the ground of the Client's action. **The Client reserves the right to withdraw this invitation without providing reason(s) at any time before the deadline for submission of curriculum vitae.**
13. Individuals will be required to submit a Tax Compliance Certificate (TCC) within fifteen (15) days of notification of award of contract.
14. This ITC includes the following documents:
 - Optional Template for Consultant's Experience
 - Specimen of Standard Contract
 - Eligible Countries and Territories
 - Prohibited Practices

TERMS OF REFERENCE
Communication Specialist II – Transformation Implementation Unit

Type of Employment: Fixed Term Contract	Duration: two years
Reports to: Communication Lead	Date Required: 03 January 2022

1 BACKGROUND

The Government of Jamaica (GOJ) outlined a policy for Public Sector Transformation including the establishment of the Transformation Implementation Unit (TIU) in January 2017 to spearhead implementation. The vision of a transformed public sector is *a modern public service that is fair, values people, and consistently delivers high quality services.*

The Public Sector Transformation Programme is being funded by the Inter-American Development Bank (IDB) over six years and aims to address quality, cost, and efficiency of public services in Jamaica. The programme is being executed by the Ministry of Finance and the Public Service and has two main components: (1) Enhancing Quality of Public Services; and (2) Enhancing Efficiency in Public Spending.

The programme focuses on five critical areas of service delivery in the first phase. These include: (i) the introduction of shared corporate services (SCS) in eight operational areas; (ii) compensation management; (iii) human resource management (HRM) transformation; (iv) public sector efficiency and ICT; and (v) rationalisation of public bodies.

The challenges being addressed are: (i) the underutilisation of Information and Communication Technologies (ICT) across the public sector; (ii) cumbersome processes to access public services; (iii) a relatively large and expensive workforce; (iv) too many public bodies in existence and lack of adherence to the accountability framework; and (v) limited capacity to implement public sector reform initiatives.

2 SERVICES REQUIRED

The Government of Jamaica (GOJ), through the TIU, is seeking a Communication Specialist to provide expertise to assist the Unit in undertaking its programme of work.

3 ASSIGNMENT OBJECTIVE

The Communication Specialist is required to assist with the implementation of a holistic communication strategy and plans to support the Public Sector Transformation Programme.

4 SCOPE OF WORK

The Communication Specialist will be expected to:

- Assist with the implementation of the communication strategy and plans to support the public sector transformation programme
- Develop content for traditional and social media
- Implement and monitor the social media plan
- Plan and manage events
- Liaise with media to ensure media coverage and exposure
- Assist with internal communications including the staff newsletter and the intranet

- Manage the sourcing and contracting with external third parties for the production of communication materials and the delivery of communication services
- Manage third party suppliers and maintain effective contract control. This may include negotiation and issue management with external agencies.
- Support Project Managers and Consultants with their communication to ensure coherence across the GOJ landscape
- Ensure that project risks, issues, changes, quality management and communication, are defined and maintained professionally
- Manage assigned budget and resources

5 METHODOLOGY

The Consultant is expected to use accepted and proven methodologies for carrying out the assignment.

The Consultant will develop and supply deliverables as specified in this TOR.

6 DELIVERABLES

The deliverables under this project are as specified in the table below.

Key Deliverables	Performance Standard
Work Plan in agreed format	Tasks and activities defined; task durations defined; resources defined; milestones defined; dependencies defined
Communication and Engagement Plan for assigned projects	Development and execution of a sound communication and engagement plan
Content Schedule	Development of a schedule and production of content to enhance communication activities
Social Media Plan and Reports	Development and publication of monthly content plan and related reports
Communication events and activities	Communication events and/or activities successfully delivered in accordance with plan

7 COORDINATION AND REPORTING

The Communication Specialist will report to the Communication Lead and will be required to submit monthly reports on deliverables.

8 EXPERTISE REQUIRED

8.1 The Communication Specialist will be an experienced individual with demonstrable capabilities in writing for all media platforms, content creation and a general understanding of public relations.

8.2 The Communication Specialist will be expected to have the following minimum qualifications:

8.2.1 Education and Experience

- An undergraduate Degree in Communications, Public Relations or related field from a recognised university
- Three years' work experience in public relations, marketing or communication
- One year's work experience in social media marketing

8.3 The Communication Specialist will be expected to demonstrate the following competencies:

- A solid understanding of communication principles and approaches
- Capability and proven experience in crafting messages in various formats (press releases, websites, success stories, blog entries, tweets, newsletters, etc.) targeting a variety of audiences
- Experience in social media marketing
- Excellent communication skills – oral and written
- Effective project management, administrative, organisation and time management skills
- Proficiency in using the Microsoft Office Suite of software
- Ability to work effectively as a team player in a dynamic environment
- Ability to work effectively at all levels in an organisation
- Strong interpersonal and relationship building skills
- Superior attitude - flexible and willing to undertake a wide variety of non-routine tasks

9 LOCATION AND SUPPORT

9.1 The Communication Specialist will be provided with offices in Kingston, Jamaica and any other assistance as may be reasonably required to undertake the duties identified in this TOR.

9.2 The Communication Specialist must be able to participate in project activities during business hours, as well as non-business hours on a regular basis as the consultancy demands.

9.3 Travel will be required for the purpose of site visits, client and stakeholder meetings, and off-site personnel/ management.

10 COMMENCEMENT DATE AND PERIOD OF EXECUTION

The Communication Specialist must be prepared to commence the assignment by 03 January 2022.

SECTION 3: STANDARD FORMS

ATTACHMENT #1: OPTIONAL CONSULTANT'S EXPERIENCE FORM

[Using the format below, provide information on each assignment for which you or the firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Individual's Name: _____

ATTACHMENT #2: SAMPLE CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS

- a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- c) the Client has received financing from the Inter-American Development Bank (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Loan Contract, and (iii) that no party other than the Client shall derive any rights from the Loan Contract or have any claim to the proceeds of the financing.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the Services specified in Annex A, "Terms of Reference" which is made an integral part of this Contract.
 - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments

The schedule of payments is specified below:¹

[insert amount and currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount and currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount and currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant, and such period to include approval by the Client, of invoices in duplicate and the respective deliverables as established in Annex A.

4. Project Administration

A. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified below:

For the Client:

For the Consultant:

B. Coordinator

The Client designates Mr./Ms. *[insert name]* as the Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for approval of the reports and of other deliverables on behalf of the Client and for approving invoices for the payment.

C. Reports

The reports listed in Annex B, "Consultant's Reporting Obligations", shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

Payments are certified after the Mr./Ms. *[insert name]* authorizes that the deliverables have been completed satisfactorily.

¹ Modify, to reflect the output required, as described in Annex B.

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- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed, or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyse same, make comments, require revisions and/or corrections, or to accept it.
- 6. Relation between the parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives, and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.
- 7. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Jamaica, and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. Eligibility**
- a) The Consultant shall have the nationality of a Bank's member country. A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements:

An individual is considered to be a national of a member country of the Bank if he/she meets either of the following requirements:

- (a) is a citizen of a member country; or
 - (b) 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) 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 manufacturing, processing, or assembly another commercially recognized article results that differs substantially in its basic characteristics, function, or purpose 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 labelled "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.

The Consultant shall submit the form "Eligibility and Integrity Certification" (Annex C), included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

- c) The Consultant declares that he/she is not part of the regular or temporary staff of the institution or company which is the

beneficiary of the Services or has belonged to such institution or company within the six months prior to one of the following dates: (i) that of the presentation of the application for the loan or technical cooperation to the Bank; or (ii) that of the selection of the Consultant. The Consultant declares that he/she has not been a member of the staff of the Bank during the last two years with direct participation in the operation to which the hiring of these consulting services is related.

14. Conflict of Interest

The Consultant:

- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Client to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.
- (b) Agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- (c) Agrees during the term of this Contract, not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.
- (d) Represents and warrants that he/she does not have a business or family relationship with a member of the Client's staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such 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

15. Prohibited Practices

The Bank requires compliance with its Applicable Policies in regard to prohibited practices as set forth in Attachment 1.

16. Termination/Cancellation of the Contract

16.1 Without constituting a breach of contract by either party, the present contract may be terminated based on agreement between both parties.

16.2 Additionally, without constituting a breach of contract by either party, the present contract may be terminated for the following reasons:

By the Client

16.2.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (v) of this Clause:

- i) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) working days after being notified or within any further period as the Client may have subsequently approved in writing.
- ii) If the Consultant fails to comply with any final decision reached as a result of dispute resolution proceedings pursuant to Clause 12 within a reasonable time as specified by the Client but no more than 30 days.
- iii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- iv) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- v) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

By the Consultant

16.2.2 The Consultant may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

- i) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
- ii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- iii) If the Client fails to comply with any final decision reached as a result of dispute resolution pursuant to Clause 12 within a reasonable time but no more than 30 days.
- iv) If the Consultant in its sole discretion and for any reason whatsoever, decides to terminate this Contract. The

Consultant is obligated to ensure that all work outputs, and property are returned to the client and that a detailed step by step guide is submitted for all activities.

16.3 In all cases, the Client will inform the Bank of the termination of the contract.

17. Payment Upon Termination

Upon termination of this Contract, the Client shall make payments to the consultant only for services the client has deemed to be satisfactorily performed up to the effective date of termination. The calculation of the sum to be paid shall be on a pro rata basis.

18. Amendments

The Legal Representative of the Client will be the **Financial Secretary** or the person he or she delegates, for the purpose of the signature of the present Contract or of any modification in the terms of same that may be necessary. The Client's Authorized Representative is delegated for any modifications or variations of the terms and conditions of this Contract that may be necessary.

The Client will not be responsible for any additional cost incurred by the Consultant in case of modifications in the Terms of Reference of the present Contract, that have not been authorized by the legal representative of the Client. The Client shall obtain the Bank's no objection, prior to any modification of the Terms of Reference and the contractual clauses.

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Client shall make payments to the Consultants 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 THE CLIENT:

Name: Darlene Morrison

Title: Financial Secretary

Signature: _____

Date: _____

FOR THE CONSULTANT:

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Signature: _____

Date: _____

Witnessed by:

Signature: _____

Date: _____

ATTACHMENT #3: ELIGIBILITY AND INTEGRITY CERTIFICATION

(APPLICABLE TO INDIVIDUAL CONSULTANTS' CONTRACTS – POLICIES FOR THE SELECTION AND CONTRACTING OF CONSULTANTS FINANCED BY INTER-AMERICAN DEVELOPMENT BANK)

(MUST INTEGRATE THE RESPECTIVE CONSULTING SERVICES AGREEMENT AS AN ANNEX)

In order to comply with the ELIGIBILITY and INTEGRITY REQUIREMENTS for my contracting, by the Inter-American Development Bank (hereinafter the Bank), as an international or national consultant in connection with a project (or program) financed by the Bank, I HEREBY CERTIFY THAT:

- 1) I am a citizen or a "bona fide" permanent resident of the following Bank member country: _
- 2) I will hold only one full-time contract financed with Bank resources at any given time and should I hold more than one part-time contract financed with Bank resources at any given time, I will only charge a single project or program for the tasks I carry out in any given day.
- 3) If I was part of the Bank's staff within two years prior to the execution of this consulting services contract, I have not participated directly and principally in the operation to which this contract relates.
- 4) I will provide objective and impartial advice, and I confirm that I have no conflicts of interest in accepting this contract.
- 5) I have no working or family relationship with any member of the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Project Beneficiary management or staff who may have been directly or indirectly involved in the: (i) preparation of Terms of reference (TOR) of this contract, (ii) the selection process or the supervision of this contract.
- 6) If I am a government official or public servant I hereby declare that: (i) I am on leave without pay during the execution period of this contract, (ii) I have not worked for the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary for the period of _____ (expressly specify the period) (days, months...) prior to such leave, and (iii) my hiring does not result in a conflict of interest as indicated in paragraph 1.9 of the Bank's Consultants Policy.
- 7) I will uphold the highest ethical standards, and will not incur in any of the Prohibited Practices set forth in the Bank's Consultants Policy, whose definition I hereby acknowledge. Moreover, I hereby declare that I have not been considered ineligible to participate in any contract financed by another international financial institution with whom the Bank has entered into agreements for the mutual recognition of sanctions (cross disbarment). Should the Bank determine, in accordance with its sanctions procedures, that I have engaged in any Prohibited Practice during the selection process or during the execution of this contract, the Bank may adopt one or more of the following measures:
 - (a) Issue a warning;
 - (b) Inform the Borrower, Executing Agency Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary and/or the authorities responsible for enforcing the laws in the respective country, about the conclusions reached by the Bank as a result of its internal procedures in order to enable them to take the appropriate action;
 - (c) Object to my contract; and
 - (d) Consider me ineligible, either temporarily or permanently, to be contracted or subcontracted by an eligible third party if my fees will be financed with Bank resources or with funds administered by the Bank.

I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION I MAY HAVE PROVIDED IN CONNECTION WITH THIS CERTIFICATION OR IN CONNECTION WITH THE BANK'S POLICIES WILL RENDER THIS AGREEMENT NULL AND VOID, WILL ENTITLE THE BANK TO ADOPT THE MEASURES IT DEEMS PERTINENT IN ACCORDANCE WITH ITS POLICIES AND REGULATIONS, INCLUDING SANCTIONS AND WILL NOT ENTITLE ME TO ANY INDEMNIFICATION OR TO ANY OTHER FORM OF COMPENSATION.

Signature: _____

Name: _____

Date: _____

ANNEX D: PROHIBITED PRACTICES

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, consultants, personnel, sub-contractors, sub-consultants, 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 Bank⁸ 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
 - v. An "obstructive practice" 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 1.1 (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, consultants, personnel, sub-contractors, sub-consultants, 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;

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- 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 nominated⁹ sub-consultant, 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 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, consultants, personnel, sub-contractors, sub-consultants, 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, consultants, 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, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigations. The Bank also requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, 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, consultants, personnel, sub-contractors, sub-consultants, 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 consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, 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, consultant, 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, consultants, personnel, sub-contractors, sub-consultants, 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.

2. The Bidders 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-consultants 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).