

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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Washington, D.C. 20433
U.S.A.

(202) 477-1234
Cable Address: INTBAFRAD
Cable Address: INDEVAS

INVITATION FOR BIDS (IFB)

BID DATA

BID NUMBER: IFB 09-0191
COMMODITY: International Terrestrial Private Lines for the Jakarta
Offices
Buyer: Priya Narayanan
EMAIL: pnarayanan@worldbank.org
PHONE: 91 44 24443247
ISSUE DATE: 10/07/2008

BID SUBMISSION AND OPENING

DATE: 10/20/2008
TIME: 4:00 PM EST
TYPE: **PRIVATE**
BY SECURE FAX: 202-614-2003

PROPOSED AWARD SCHEDULE

QUESTIONS DUE: 10/13/2008
BIDS DUE DATE: 10/20/2008 no later than 4:00 PM EST
ESTIMATED AWARD DATE: 11/05/2008
CONTRACT COMMENCEMENT DATE: January 1, 2009

BID CONTENTS

Exhibit A Instructions to Bidders
Exhibit B World Bank Technical Specifications and Certification
Exhibit C Bid Price Sheet and Certification
Exhibit D Contract Terms and Conditions

EXHIBIT A
IFB 09-0191
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR THE JAKARTA OFFICES
INSTRUCTIONS TO BIDDERS

1. **Receipt of Bids by Fax** Fax Bids will be received by the World Bank's Corporate Procurement Unit. Bids are to be submitted by fax to the World Bank Corporate Procurement Unit's secure fax number. It is the vendor's responsibility to ensure that bids are received prior to the time specified for receipt of bids.

2. **Opening of Bids.** Bids will remain sealed until 4:00 PM EST. At this time, all bids will be privately opened.

3. **Authorized Bid** The Bid must be typed or written in indelible ink and signed by an authorized officer. Authorization shall be indicated by written power of attorney accompanying the bid.

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in their bid.

A bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder. All corrections shall be initiated by the person or person signing the bid.

4. **Clarification of Bids** The Bank reserves the right to request substantiation and/or clarification of bid information, and to request interviews with a bidder's management staff.

A prospective bidder requiring any clarification of the solicitation documents may notify the World Bank in writing. All clarifications and questions shall be submitted in writing to the Contracts Officer identified in this document. The World Bank will respond in writing, to all bidders of record, any request for clarification that it receives no later than deadline for submission of questions indicated in this IFB.

5. **Amendment of Solicitation** The World Bank reserves the right to modify the solicitation documents at any time prior to the deadline for submission.

6. **Language of Bids.** All responses to and correspondence and documents related to the bid shall be written in the English language. All furnished literature may only be written in another language if accompanied by an English translation, the English translation will govern.

7. **Bid Errors, Modifications and Withdrawals.** Bidders or their authorized agents are expected to examine specifications, circulars, schedules and all other instructions pertaining to the goods. Each bidder submitting a bid represents that he or she has read and understands the bid documents. In case of discrepancy between unit price and extension of prices, the unit price will govern.

No bid may be modified subsequent to the bid opening date.

Bidders may withdraw bids only if a written notice of the withdrawal is received by the World Bank prior to the bid opening date and time.

8. **Rejection of Bid.** The World Bank reserves the right to accept or reject any bid, and to annul the solicitation process and reject all bids at any time prior to award of contract or purchase order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the World Bank action.

Bidders are expected to examine all terms and instructions included in the solicitation documents. Failure to provide all requested information will be at Bidder's own risk and may result in rejection of the bid.

9. **Cost of Bids** The bidder shall bear all costs associated with the preparation and submission of its bid.

10. **Period of Acceptance** Bids submitted under this IFB shall be valid for period of (90) days from opening. Any prices accepted during this period will be considered firm/fixed for the resulting contract.

11. **Pricing** Where the manufacturer or brand name has been identified and no "or equal" designation follows, substitution is not permitted. Bidders have the option of submitting alternate price bids in addition to responding within the format provided in the attached price sheet. Alternate bids should demonstrate cost savings. Additional sheets may be used to provide appropriate supporting information.

12. **Discounts (if applicable)** Time calculation in connection with discounts offered will be computed in either of the following ways: (a) date of delivery to final destination or port of embarkation, or (b) from date bill is received if later than date of delivery.

13. **Award of Bid** The World Bank will award the bid to the lowest priced requirement, technically qualified bidder(s) who is in compliance with the conditions of this IFB. **The Bank will award a Fixed Price/Rate Contract for a one (1) year term with four options to renew for additional 12 months periods.** The bidder or bidders to whom the award is made may be notified by telephone before the receipt of a contract.

14. **Signing of Contract.** At the time of acceptance of the bid, the World Bank will invite the successful bidder to sign the final version of the Contract Form provided with the solicitation documents, incorporating all agreements between the parties.

15. **Privileges and Immunities.** Nothing contained in this IFB constitutes a standard waiver of the privileges and immunities enjoyed by the World Bank Terms and Conditions are included herein.

Bidders requiring additional information or clarification of any aspect of this IFB should contact Priya Narayanan at the World Bank's Corporate Procurement Unit, pnarayanan@worldbank.org, telephone: 91 44 24443247. Those with questions or requests for more information are encouraged to call promptly in order to allow time for the provision of a

IFB 09-0191

written response. Explanations or interpretations of this IFB provided by personnel other than the above authorized Procurement Officer will not be considered binding or official.

Sincerely,

V. Hariharan
Contracts Officer
Corporate Procurement Unit

EXHIBIT B
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR WB OFFICES
IFB NO. 09-0191

TECHNICAL SPECIFICATIONS

1. SCOPE:

1.1 The World Bank requires terrestrial private line(s) to be installed between its Jakarta office, Indonesia and its office in the location(s) as specified in Attachment 1 to this Exhibit B. The circuit is to be used to carry its mission critical traffic between the two sites.

1.2 The Bank is soliciting service on an integrated solution basis commonly referred to as a “one- stop-shop”. The contractor will provide a bid for a totally integrated point-to-point service. Contractor shall deliver all goods and services through acceptance testing within 60 days from issuance of a signed, binding contract. The proposal must include costs for contract term durations.

1.3 The Bank has provided several contract term durations in their Bid Price Sheet and requests the Vendor to complete them in their entirety. The Bank will select the best overall value solution that meets their needs.

2. Link Configuration:

2.1 The desired clear channel links will provide simultaneous communications between the Bank’s offices. The link will be terminated on CISCO routers on both ends. The link will be used to carry voice, data and video traffic in IP format.

2.2 The links should take diverse routes to their terminating sites with identical electronic configuration. A difference of Round Trip Time (RTT) between these two circuits should be within 25ms measured by the standard ICMP Ping utility from the Bank’s router.

2.3 The vendor will provide one-stop-shop service (both ends) for international point-to-point, Terrestrial IPL private line(s) connection.

2.4 The vendor will terminate the circuit at each end and using vendor provided NTU (Network Terminating Unit, commonly referred to CSU/DSU) with serial V.35 interface.

3. Technical Requirements

3.1 Bidders are required to obtain any license necessary to provide the services requested in this IFB

3.2 The vendor will provide all necessary circuit related equipment /cabling needed to interface with the V.35 card installed on the Bank’s CISCO Router at each end of the circuit.

3.3 The vendor shall provide and make provisions for local loop/final mile circuitry at World Bank premises and be responsible for costs applied from 3rd party vendors to extend such circuitry.

3.4 The vendor will provide a complete network engineering diagram of the proposed link configuration.

3.5 The vendor must provide project management for the circuit installation and maintenance with a single point of contact.

3.6 The vendor must provide round the clock (24/7) supervised operation center for monitoring and servicing the circuit. In case of failure or preventive maintenance of the link, the vendor shall inform:

The World Bank - Network Operation Center by telephone (1 202 473-7000) and/or by e-mail (ncenter@worldbank.org) with a trouble ticket number and estimated time of outage.

3.7 The vendor will provide a link which will conform to at least a nominal bit error rate performance of 10⁻⁸ or better 99.96% of the time. The performance objective is 95% Error Free Seconds (EFS) on a daily basis and the availability objective is 99.7% on a yearly basis.

3.8 Vendor shall provide proper network functionality and guaranteed service quality according to the following required service parameters: All circuits will have an availability rate of 99.6 % per month during prime time with a maximum of 10 interruptions (sync loss) and availability rate of 99.0% per month during non-prime time with a maximum of 100 interruptions (sync loss) where:

Prime time: 08:30 am to 06:30 pm (Jakarta local time), Monday through Friday
Non-Prime time: 06:30 pm to 08:30 am (Jakarta local time), Monday through Friday and all day Saturday and Sunday.

3.9 When a trouble ticket is opened in the Vendors reporting system for a problem in the Bank network the Vendor will provide the Bank an initial diagnosis of the problem, its cause and the estimated time for restoral in no more than four (4) hours. The vendor will dispatch its technician to the site to restore the service within 8 hours of the service outage.

3.10 The Vendor shall have a local representative in both end locations of the circuit or alternatively, enter into a subcontracting relationship with an appropriate local company. If the later, the name of the subcontractor must be provided.

4. Acceptance of the circuit: The vendor must be able to provide head-to-head BER testing during commissioning and maintenance. During commissioning and acceptance testing the circuit should perform and demonstrate an error free performance for a 24 hour period. If the circuit does not pass this initial acceptance test, the vendor will re-provision and re-condition the circuit within 2 weeks from the initial test.

5. Penalties:

5.1 There will be no reduction in contract fee, if the circuit availability rate and number of interruptions are maintained within the specifications mentioned in **3.8 above**. Service interruptions, which are directly attributable to the failure of the vendor to provide the services detailed in the contract, will result in the following penalties being imposed on the vendor:

a) Prime-Time: Service interruptions in excess of the specifications defined in 3.8 during Prime Time will result in a penalty being imposed against the vendor equal to the prorated per minute cost of the total monthly fee for the site multiplied by the number of minutes of outage.

b) Non-prime Time: Service interruptions in excess of the specifications defined in 3.8 during Non-Prime Time will result in a penalty being imposed against the vendor equal to 50% of prorated per minute cost of the total monthly fee multiplied by the number of minutes of outage.

c) Costs of Restoring Service: In the event that an outage extends beyond 48 hours, the Bank will seek to obtain alternative communications services equal in functionality to those defined in the contract and forward these costs onto the vendor.

ATTACHMENT 1 TO EXHIBIT B

WORLD BANK OFFICE LOCATIONS

I - IBRD Location	Proposed Capacity for IFB (KBPS) *	Country Office Address	Terminating Circuit Local Address
Banda Aceh, Indonesia	1- 2048 Kbps or 2- 1024 Kbps	The World Bank Office Banda Aceh Jl. Peurada Utama No. 11A Gampong Peurada Banda Aceh 23115	The World Bank Office Jakarta Indonesia Stock Exchange Building, Tower 2, 12th Fl. Jl. Jenderal Sudirman Kav. 52-53 Jakarta
Makassar, Indonesia	1- 2048 Kbps or 2- 1024 Kbps	The World Bank Office Makassar Jl. Dr. Sutomo No. 26 Makassar 90113	The World Bank Office Jakarta Indonesia Stock Exchange Building, Tower 2, 12th Fl. Jl. Jenderal Sudirman Kav. 52-53 Jakarta

*Note: * The World Bank shall award the Contract to the proposal that offers the overall best value between the stated capacity options for each link.*

EXHIBIT C
IFB 09-0191
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR THE JAKARTA OFFICES
BID PRICE SHEET

Price Sheet 1 – 2048 Kbps link from Banda Aceh Office to Jakarta Office

Firm Name: _____

Item No.	Description	Qty.	Unit	MRC (IDR)	NRC (IDR)	Annual Total
1	International Terrestrial Private Line – 2048 Kbps	1	Monthly			
2	24 Hour Maintenance	1	Monthly			
	SUBTOTAL (total monthly charges)					
3	Installation Charges	1	One Time			
4	Total Equipment Costs, if applicable (see Note#1)	1	Lot			
5	Other charges (See Note #2)					
	SUBTOTAL (total one time charges)					
	TOTAL DEDICATED Solution Fixed Price/Rate for Term of twelve (12) months from contract effective date					

Notes:

Note #1: Provide list of all equipment and individual prices.

Note #2: Identify any and all “other charges” that the bidder has included in line 5 above.

Note #3: The Bank will award a Fixed Price/Rate Contract for a one (1) year term with four options to renew for additional 12 months periods.

EXHIBIT C
IFB 09-0191
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR THE JAKARTA OFFICES
BID PRICE SHEET

Price Sheet 2-1024 Kbps link from Banda Aceh Office to Jakarta Office

Firm Name: _____

Item No.	Description	Qty.	Unit	MRC (IDR)	NRC (IDR)	Annual Total
1	International Terrestrial Private Line – 1024 Kbps	1	Monthly			
2	24 Hour Maintenance	1	Monthly			
	SUBTOTAL (total monthly charges)					
3	Installation Charges	1	One Time			
4	Total Equipment Costs, if applicable (see Note#1)	1	Lot			
5	Other charges (See Note #2)					
	SUBTOTAL (total one time charges)					
	TOTAL DEDICATED Solution Fixed Price/Rate for Term of twelve (12) months from contract effective date					

Notes:

Note #1: Provide list of all equipment and individual prices.

Note #2: Identify any and all “other charges” that the bidder has included in line 5 above.

Note #3: The Bank will award a Fixed Price/Rate Contract for a one (1) year term with four options to renew for additional 12 months periods.

EXHIBIT C
IFB 09-0191
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR THE JAKARTA OFFICES
BID PRICE SHEET

Price Sheet 3-2048 Kbps link from Makassar Office to Jakarta Office

Firm Name: _____

Item No.	Description	Qty.	Unit	MRC (IDR)	NRC (IDR)	Annual Total
1	International Terrestrial Private Line – 2048 Kbps	1	Monthly			
2	24 Hour Maintenance	1	Monthly			
	SUBTOTAL (total monthly charges)					
3	Installation Charges	1	One Time			
4	Total Equipment Costs, if applicable (see Note#1)	1	Lot			
5	Other charges (See Note #2)					
	SUBTOTAL (total one time charges)					
	TOTAL DEDICATED Solution Fixed Price/Rate for Term of twelve (12) months from contract effective date					

Notes:

Note #1: Provide list of all equipment and individual prices.

Note #2: Identify any and all “other charges” that the bidder has included in line 5 above.

Note #3: The Bank will award a Fixed Price/Rate Contract for a one (1) year term with four options to renew for additional 12 months periods.

EXHIBIT C
IFB 09-0191
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR THE JAKARTA OFFICES
BID PRICE SHEET

Price Sheet 2-1024 Kbps link from Makassar Office to Jakarta Office

Firm Name: _____

Item No.	Description	Qty.	Unit	MRC (IDR)	NRC (IDR)	Annual Total
1	International Terrestrial Private Line – 1024 Kbps	1	Monthly			
2	24 Hour Maintenance	1	Monthly			
	SUBTOTAL (total monthly charges)					
3	Installation Charges	1	One Time			
4	Total Equipment Costs, if applicable (see Note#1)	1	Lot			
5	Other charges (See Note #2)					
	SUBTOTAL (total one time charges)					
	TOTAL DEDICATED Solution Fixed Price/Rate for Term of twelve (12) months from contract effective date					

Notes:

- Note #1: Provide list of all equipment and individual prices.
- Note #2: Identify any and all “other charges” that the bidder has included in line 5 above.
- Note #3: The Bank will award a Fixed Price/Rate Contract for a one (1) year term with four options to renew for additional 12 months periods.

In compliance with this IFB, we, the undersigned, propose to furnish the Link(s) and the goods and services in accordance with the Technical Specification, Exhibit B. This shall be done at the price set in the IFB, delivered at the point(s) specified and, within the delivery time specified.

Payment terms of (net 30) will be provided with the additional payment discounts as follows: _____.

Upon notification of the acceptance of this bid, we agree to acknowledge the Contract in the form provided, under the terms and conditions stated therein, and for the agreed amount.

Respectfully submitted,

*(Signature of Person Authorized
to sign this bid)*

(Company)

(Printed/Typed Name)

(Date)

(Address)

(Phone No.)

(Fax No.)

EXHIBIT D
IFB 09-0191
INTERNATIONAL TERRESTRIAL PRIVATE LINES FOR THE JAKARTA OFFICES

CONTRACT TERMS AND CONDITONS

1. AGREEMENT: This Contract is made this _____ day of _____ in the year 200__ by and between the International Bank for Reconstruction and Development (hereinafter referred to as the "Bank"), having an office at _____ and _____ (Contractor Name) (hereinafter referred to as the "Contractor"), a firm incorporated under the laws of _____ having a principal place of business at _____ (address).

2. ORDER OF PRECEDENCE: In case of any inconsistency between this Contract and other terms contained in the documents attached hereto, this Contract shall take precedence.

3. CONTRACT DOCUMENTS: The Contract documents shall consist of the Statement of Work/Terms of Reference (Annex A), the Price Schedule (Annex B) and the Contractor's proposal incorporated herein by reference. Contractor shall provide _____ services as stipulated in Annex A.

4. CONTRACT TERM: The Performance under this Contract shall commence on _____ and continue to _____. The Bank may, at its option, extend this contract for up to an additional _____ by executing _____ options of twelve (12) months each.

5. CONTRACT ADMINISTRATION:

The Bank: The Bank Designated Project Manager (PM) shall monitor administration and completion of the Contract according to its terms and conditions as follows: (i) The PM will be the Bank's authorized representative during the Contract and shall be responsible for the coordination of activities between the Bank and the Contractor under this Contract; (ii) The PM will receive all communications of whatever nature which the Contractor is obligated to submit to the Bank under the Contract, including but not limited to changes to the Contract involving the quality level, Statement of Work, price, rates, delivery and/or completion dates/schedules and subcontractors; and (iii) The PM's responsibilities include but are not limited to receiving and approving the Contractor's invoices for payment, accept the work and/or deliverables on behalf of the Bank. The Bank's PM may request a change; however the Bank's PM does not have the authority to issue or authorize a change to the Contract Work, price, rates, and/or delivery/completion schedule.

The Contractor: The Contractor's Representative (CR) shall be responsible for the coordination of all contract activities between the Bank and the Contractor under this Contract. In this capacity, the CR responsibilities include but are not limited to daily supervision and oversight of the Contract work and all communications between the Contractor and the Bank. The CR has the authority to agree to a change to the Contract work or delivery/completion schedule. Contractor agrees to provide the services required hereunder in accordance with the requirements set forth in the Contract Documents. Contractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Contractor's industry, having due regard for the nature and purposes of the Bank as an international organization and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith. The Services will be rendered by the Contractor in 1) an efficient, safe, courteous, and businesslike manner; 2) in accordance with any specific instructions issued from time to time by the Bank Project Manager; and 3) to the extent consistent with above as economically as sound business judgment warrants. Contractor represents and warrants that it is in compliance with all the applicable local laws of the country and jurisdiction in which the services shall be performed. Contractor will promptly replace any member of the Contractor's project team that the Bank considers unfit or otherwise unsatisfactory. Contractor shall perform the Services as an independent Contractor under the general guidance of the Bank. The Contractor's employees shall not act as an agents or employees of the Bank.

6. NOTICES: A written notice shall be deemed to have been given if 1) sent by registered or certified mail; or 2) transmitted by any other means if and when receipt is acknowledged by A bank representative:

The Bank: The World Bank _____ Country Office

Contractor:

Attn: _____

Attn: _____

7. BACKGROUND INVESTIGATIONS: Prior to employing individuals to perform services under this Contract on Bank premises, Contractor agrees to perform the following background investigation, at its own expense, and maintain the result of the investigation in its employee's and its subcontractor's employee's file: (a) Criminal records search over the last seven (7) years; Search will be conducted in all jurisdictions where individual worked and jurisdictions where individual indicated maintaining residence; (b) Employment history verification, including dates of employment performance, salary, job title, and eligibility for re-hire, etc.. Contractor shall represent and warrant that its employees and its subcontractors' employees assigned to work on the Bank premises (i) have not been convicted of a crime during the last seven (7) years; and (ii) have a valid work permit based on local law. For purposes of this Article, the term "Crime" shall mean a crime that, if committed in the country would be classified as a felony under local law. It will be necessary to re-accomplish investigations prior to requesting renewal of Bank issued ID cards.

8. CLOSE RELATIVES AND FORMER BANK STAFF: Vendor shall use its best efforts to not assign to this PO any of Vendor's employees or its Subcontractor's employees who are relatives of current Purchaser staff. For purposes of this clause, relative is defined as (including those related by adoption and/or step or half relationships): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew. In the event the Purchaser or Vendor discover that any of its or its Subcontractors' employees are close relatives of a current Purchaser staff member, Vendor shall promptly replace said employee(s) at no additional cost to Purchaser, with an employee having equivalent skills. Vendor shall also reimburse the Purchaser for any actual direct costs incurred by the Purchaser resulting from the violation of this Article. Vendor shall notify the Purchaser of any of its employees or its Subcontractor's employees it intends to assign to provide services under this PO that are former Purchaser staff members and shall warrant that said former Purchaser staff that it intends to assign to provide services under this PO are not subject to any work restrictions by virtue of their former employment with the Purchaser. For purposes of this clause, Purchaser staff members are defined as current and retired Purchaser's employees, and individuals that have worked for Purchaser with at least one of the following types of appointments: Short Term Consultant (STC), Short Term Temporary (STT), Extended Term Consultant (ETC), Extended Term Temporary (ETT) or Junior Professional Associate (JPA).

9. PERFORMANCE STANDARDS: Contractor agrees to provide the services required hereunder in accordance with the requirements set forth in Annex A. Contractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in contractor's industry, having due regard for the nature and purpose of the Bank as an international organization and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith. The Services will be rendered by Contractor in 1) an efficient, safe, courteous, and businesslike manner; 2) in accordance with any specific instructions issued from time to time by the Bank's PM; and 3) to the extent consistent with the above as economically as sound business judgment warrants. Contractor shall provide the service of qualified personnel through all stages of the Contract. Contractor represents and warrants that it is in compliance with all the applicable local laws of the jurisdiction in which the Services shall be performed. Contractor shall promptly replace any member of Contractor's team that the Bank considers unfit or otherwise unsatisfactory. Contractor shall perform the Services as an independent company under the general guidance of the Bank. Contractor's employees shall not act as agents or employees of the Bank.

10. CONFIDENTIALITY: Contractor shall keep all work and services carried out hereunder for the Bank entirely confidential, and not use, publish, or make known, without the Bank's written approval, any information, developed by the Contractor or by the Bank, to any persons other than personnel of the parties to this Contract. However, the forgoing obligations shall not apply to any information that was in Contractor's possession prior to commencement of work under this Contract, or which is or shall become available to the general public in a printed publication, but not by Contractor, and provided further that this obligation shall in no way limit Contractor's internal use of such work. Any public representation regarding the Bank shall be made by the Bank and any requests for information made to the Contractor by the news media, or others, shall be referred to the Bank. Additionally, the Contractor shall not reference the Bank nor the work performed for the Bank without prior written approval. Information Contractor considers as proprietary or confidential and which it has indicated/marked as proprietary or confidential will be treated by the Bank in the same manner as the Bank treats its own proprietary or confidential information. Contractor further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by Contractor for the performance of work under this Contract

11. CONTRACT CHANGES: **Bank reserves the right to issue written changes to this Contract. No change in, modification of, or revision to this Contract shall be valid unless in writing and signed by an authorized representative of Bank. Contractor may not change any aspect of this Contract without Bank's prior written consent.**

12. HOLIDAYS: In _____, the Bank closes in observance of the _____ following _____ holidays:

On holidays and any other day on which the Bank determines that it will be closed for business, deliveries will not be accepted and Contractor services will not be required on Bank premises unless specifically directed, in writing, by the Bank's Project Manager.

13. CONFLICT OF INTEREST: Vendor and Vendor's employees, Subcontractors and Subcontractor's employees shall, during the term of the PO, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to the Purchaser under this PO.

OFFICIALS NOT TO BENEFIT: Vendor warrants that no official of the World Bank Group or its Member Governments has received or will be offered by Vendor any direct or indirect benefit arising from this PO or the award thereof. Vendor agrees that breach of this provision is a breach of an essential term of this PO.

14. INVOICES: Invoices must be submitted to Bank address in the Article entitled Notices. Invoices shall contain the following information: Contract number, item number, description of goods or services, quantities, unit price, and extended totals.

15. ANTI-TERRORISM: Contractor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Contractor and Subcontractor(s) by the World Bank Group are not used to finance, support or conduct terrorism

16. TAX EXEMPTION: Bank is immune from the payment of all taxes, including but not limited to, sales, use, VAT and excise taxes. Evidence of Bank's immunity will be provided upon request.

17. INSURANCE: Prior to the commencement of this Contract, the Contractor shall obtain and maintain at its own expense for the duration of this Contract, appropriate insurance coverage with appropriate loss limits for this contract, including any such insurance as required by the law of the country of incorporation or license and by the country where the work or service is to be performed. Upon request the Contractor shall provide the World Bank with certificates of insurance for this insurance coverage. Contractor shall also cause its liability insurance provider(s) to include on its policies the World Bank as an additional named insured as its interests may appear with respect to this Contract.

18. INDEMNIFICATION: Contractor agrees to hold harmless and indemnify the Bank, its officers, agents and employees, against and from all suits and costs of any kind and description and from all damages which the Bank, or any of its officers, agents, or employees may sustain by reason of damage, injury, loss, or theft arising out of Contractor's performance under this Contract. The obligations set out herein shall survive the expiration or termination of this Contract.

19. CONSEQUENTIAL DAMAGES: In no event shall either of the Parties hereto be liable to the other for the payment of any consequential damages even if the possibility of such damages is known at the time of the execution of this Contract.

20. ASSIGNMENT AND SUBCONTRACTING: Vendor shall not assign this PO or any moneys due, or to become due, to it hereunder without the prior written consent of the Purchaser. Vendor shall not subcontract any of the services provided pursuant to this PO without the prior written consent of the Purchaser. However, Contractor agrees and consents to Bank's assignment of this Contract to any agent or affiliate the Bank may designate, at any time, provided, that Bank gives written notice to the Contractor.

21. DISPUTES: Any dispute or difference arising out of, or in connection with, this Contract or the breach thereof which cannot be amicably settled between the Parties through Alternative Dispute Resolution (ADR) procedures, shall be arbitrated in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitration shall take place in the country where the Bank's office is located. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy. In resolving a dispute hereunder, the parties agree that the Contract will be interpreted in accordance with the substantive laws of the country where the Bank's office is located. Pending final resolution of any claim, dispute or action arising under or related to this Contract, Contractor shall, if requested by the Bank, proceed diligently with the performance of this Contract.

22. TERMINATION: (a) Default: in the event that Contractor fails to perform within the terms specified herein, Bank shall give Contractor written notification of default, describing the Contractor's failure to perform and providing an opportunity to cure. If Contractor fails to cure its default within the cure period specified by Bank, the Bank may terminate the Contract for default. If Contractor is identified on any terrorist sanctions list monitored by the Purchaser, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, the Bank may terminate this Contract for Default upon written notice to the Contractor; or (b) Convenience: Bank may terminate this Contract in whole or in part, at any time for its convenience.

23. FORCE MAJEURE: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such failure arises from an event of Force Majeure, provided that

the Party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. "Force Majeure" is an event beyond the reasonable control of a Party which makes that Party's performance impossible or so impractical as reasonably to be considered impossible and includes, but is not limited: war, riot, civil disorder, earthquake, fire, explosion, flood or other adverse weather conditions, strikes, or confiscation or any other action by governments.

24. BANK NAME & LOGO: Contractor shall not use Bank's name or logo in publicity releases or advertising. Contractor may use Bank's name in its customer list or as a reference and Contractor agrees not to disclose or release any confidential or proprietary information of Bank obtained in the performance of this Contract.

25. BANK PROPERTY: All the Bank property, including but not limited to equipment, facilities, fixtures, drawings, patterns, molds, jigs, research, writings or other information furnished to Contractor by the Bank for use in the performance of this Contract shall at all times be the property of the Bank. Upon completion, termination or expiration of this Contract, or at such other times as the Bank may direct, Contractor will return to the Bank all such property, at Contractor's expense. All documents and computer programs (including computer code) produced by Contractor and deliverable to Bank under this Contract, shall be the sole property of Bank.

26. RIGHTS IN DATA: The deliverable report(s) and other creative work of Contractor called for by this Contract, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the "Deliverable Work") is being specially commissioned as work made for hire in accordance with the applicable copyright laws. The Bank is the proprietor of the Deliverable Work from the time of its creation and owns all right, title, and interest therein throughout the world including, without limitation, the copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright laws, then Contractor hereby irrevocably transfers and assigns to the Bank all of its right, title and interest in copyright and related rights free of any claim by Contractor or any other person or entity.

27. INFORMATION SECURITY POLICY: Vendors using Purchaser systems or accessing Purchaser information, electronic or otherwise shall abide by all World Bank Group policies and procedures, as defined in the World Bank Group's Information Security Policy for Contractors and shall ensure that all Vendor and subcontractor staff comply with its provisions. The Information Security Policy for Contractors can be found on the Purchaser's website at www.worldbank.org.

28. SEVERABILITY: Any provision of this Contract prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Contract.

29. WORLD BANK GROUP MEMBERS: The benefits of this Contract shall extend to all members of the World Bank Group (International Bank for Reconstruction and Development, Multilateral Investment Guarantee Agency, International Finance Corporation, International Development Agency and International Center for the Settlement of Investment Disputes) whether or not they are signatories to this Contract.

30. PRESERVATION OF IMMUNITIES: Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the International Bank for Reconstruction and Development, Multilateral Investment Guarantee Agency, International Finance Corporation, International Development Agency and International Center for the Settlement of Investment Disputes, which are specifically reserved.

31. AUDIT: Contractor agrees to maintain, in accordance with sound and generally accepted accounting procedures and practices, records of all direct and indirect costs of whatever nature involving transactions related to this Contract or a Subcontract hereunder as "Contractor's Records," which include books, documents, receipts, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Contractor's Records shall be available for inspection, audit, or reproduction by the Bank or the Bank's designated representative, at all reasonable times until the expiration of three (3) years after the date of final payment, or for such shorter or longer period, if any, as is required by law for the purpose of verifying services or quantities delivered, hours of work performed, or the right of Contractor to any price adjustment or extra charge claimed under this Contract. Contractor shall reimburse the Bank, within thirty (30) days after receipt of a written request thereof, the price, including overhead and profit, charged by Contractor for services or quantities required but not delivered, hours of work charged but not performed, and adjustments or extras claimed but not authorized under this Contract, as verified by an inspection or audit of Contractor's Records.

32. ACCEPTANCE: This Contract is not valid until signed by an authorized representative of the Contractor or upon acceptance of goods or services stated herein by the World Bank Group. Additional or different terms and conditions proposed by Contractor shall be void and of no effect unless accepted in writing by Bank.

In witness whereof the parties have caused this contract to be executed.

**International Bank for Reconstruction and
Development**

(Company Name)

(Name of Signatory)

(Authorized Signature)

(Title of Signatory)

(Name and Title)

(Date)

(Date)

