

**STANDARD PROCUREMENT DOCUMENTS**

# **Standard Request for Proposals**

## **Selection of Consultants**



**The World Bank**

**MARCH 2021**

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## **SUMMARY DESCRIPTION**

### **STANDARD REQUEST FOR PROPOSALS**

#### **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

##### **Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

##### **Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

##### **Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

##### **Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

##### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section 6: Bank’s Policy – Corrupt and Fraudulent Practices**

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

### **Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 8: Standard Forms of Contract**

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Bank’s Policy – Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.: 01/2021**

**Selection of Consulting Services for:** CUSTOMIZATION, PARAMETERIZATION, IMPLEMENTATION, DEVELOPMENT OF A PROCUREMENT AND CONTRACT SYSTEM (SIGLC), INCLUDING TRAINING ACTIVITIES TO MEET THE NEEDS OF THE SECRETARIAT OF ADMINISTRATION AND WELFARE (SEADPREV).

**Client:** SECRETARIA DA ADMINISTRAÇÃO E PREVIDÊNCIA DO ESTADO DO PIAUÍ (SEADPREV)

**Country:** BRAZIL

**Project:** LOAN AGREEMENT Nº 8575-BR (PIAUÍ - PILLARS OF GROWTH AND SOCIAL INCLUSION PROJECT)

**Issued on:** MARCH 2021

## Preface

This Request for Proposals (“RFP”) has been prepared by the Client and is based on the Standard Request for Proposals (“SRFP”) issued by the World Bank<sup>1</sup> (“the Bank”), dated September 2011.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

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<sup>1</sup> References in this SRFP to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA).

## TABLE OF CLAUSES

<b>PART I – SELECTION PROCEDURES AND REQUIREMENTS .....</b>	<b>1</b>
<b>Section 1. Letter of Invitation .....</b>	<b>1</b>
<b>Section 2. Instructions to Consultants and Data Sheet.....</b>	<b>5</b>
<b>A. General Provisions .....</b>	<b>5</b>
1. Definitions.....	5
2. Introduction.....	7
3. Conflict of Interest .....	7
4. Unfair Competitive Advantage .....	8
5. Corrupt and Fraudulent Practices.....	9
6. Eligibility .....	9
<b>B. Preparation of Proposals .....</b>	<b>11</b>
7. General Considerations .....	11
8. Cost of Preparation of Proposal .....	11
9. Language.....	11
10. Documents Comprising the Proposal.....	11
11. Only One Proposal .....	11
12. Proposal Validity .....	11
13. Clarification and Amendment of RFP .....	12
14. Preparation of Proposals – Specific Considerations .....	13
15. Technical Proposal Format and Content.....	14
16. Financial Proposal.....	14
<b>C. Submission, Opening and Evaluation .....</b>	<b>15</b>
17. Submission, Sealing, and Marking of Proposals .....	15
18. Confidentiality .....	16
19. Opening of Technical Proposals .....	16
20. Proposals Evaluation.....	17
21. Evaluation of Technical Proposals.....	17
22. Financial Proposals for QBS.....	17
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ...	17
24. Correction of Errors .....	18
25. Taxes .....	19
26. Conversion to Single Currency.....	19
27. Combined Quality and Cost Evaluation .....	19
<b>D. Negotiations and Award .....</b>	<b>20</b>
28. Negotiations .....	20
29. Conclusion of Negotiations.....	21
30. Award of Contract.....	21
<b>E. Data Sheet .....</b>	<b>22</b>
 <b>Section 3. Technical Proposal – Standard Forms .....</b>	 <b>33</b>
<b>1. Checklist of Required Forms .....</b>	<b>33</b>

---

<b>2. Form TECH-1: Technical Proposal Submission Form .....</b>	<b>34</b>
<b>3. Form TECH-2 (FTP): Consultant’s Organization and Experience.....</b>	<b>37</b>
<b>4. Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by Client .....</b>	<b>39</b>
<b>5. Form TECH-4 (FTP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference .....</b>	<b>40</b>
<b>6. Form TECH-4 (STP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference .....</b>	<b>41</b>
<b>7. Form TECH-5 (FTP/STP): Work Schedule and Planning for Deliverables .....</b>	<b>42</b>
<b>8. Form TECH-6 (FTP/STP): Team Composition, Assignment, and Key Experts’ Time Input; and CV Form.....</b>	<b>43</b>
<b>Section 4. Financial Proposal - Standard Forms .....</b>	<b>47</b>
<b>Section 5. Eligible Countries .....</b>	<b>57</b>
<b>Section 6. Bank Policy – Corrupt and Fraudulent Practices .....</b>	<b>59</b>
<b>Section 7. Terms of Reference.....</b>	<b>61</b>
<b>PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS .....</b>	<b>101</b>
<b>Section 8. Conditions of Contract and Contract Forms .....</b>	<b>101</b>
<b>1. Lump-Sum Form of Contract</b>	



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# PART I

## Section 1. Letter of Invitation

RFP No. 01/2021;                      LOAN AGREEMENT Nº 8575-BR

*Teresina (PI), March 25th, 2021*

Dear Mr. /Ms.:

1. The **State of Piauí** (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (**IBRD**) (the "**Bank**") in the form of a loan (hereinafter called "loan" toward the cost of **Piauí Pillars of Growth and Social Inclusion Project**). The Secretariat of Management and Social Security (**SEADPREV**), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Secretariat of Management and Social Security (**SEADPREV**) and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Customization, parameterization, implementation, development of a procurement and contract SYSTEM (SIGLC), including training activities to meet the needs of the Secretariat of Administration and Welfare (SEADPREV)**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Nº	CONSULTANTS	CORPORATE IDENTIFICATION NUMBER	COUNTRY OF ORIGIN
01	AZ INFORMÁTICA LTDA	24.598.492/0001-27	Brazil
02	BOB ePROCURE SOLUTIONS PRIVATE LIMITED	(CIN): U72200KA2011PTC057588	India
03	EUROPEAN DYNAMICS LUXEMBOURG S.A	-----	Luxembourg
04	FREEBALANCE INC.	37.807.777/0001-72	Canada

05	INTELIT PROCESSOS INTELIGENTES LTDA AND MEMORA PROCESSOS INOVADORES S.A (SUBCONTRACTED)	10.682.187/0001-04 36.765.378/0001-23	Brazil
06	NT CONSULT TECNOLOGIA E CONSULTORIA LTDA	05.583.210/0001-73	Brazil

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under **Quality and Cost Based Selection - QCBS** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).
6. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal: FTP - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract: Lump-Sum

7. Please inform us by **April 1st, 2021** in writing at *Diretoria de Licitações da SEADPREV (1ª andar), at Avenida Pedro Freitas, no Centro Administrativo (Bloco 01), Bairro São Pedro, em Teresina/PI (Brasil), CEP: 64.018-900, or by e-mail [celseadbird@seadprev.pi.gov.br](mailto:celseadbird@seadprev.pi.gov.br):*

  - (a) that you have received the Letter of Invitation; and
  - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

**SPECIAL BIDDING COMMITTEE – BIRD/SEADPREV**

LÊDA MARIA EULÁLIO DANTAS LUZ COSTA  
**Chairman of the Special Bidding Committee**

LUZINETE LIMA SILVA MUNIZ BARROS  
Member

JÉSSICA KELLY DE SOUSA CARVALHO  
Member

LUANA RAVENNA ARAÚJO CAMPELO  
Member

ARIANE SÍDIA BENIGNO SILVA FEPLIPE  
**Secretary of Management and Social Security SEADPREV/PI**



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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the **loan agreement** with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.

- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

(i) 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.

**b. Conflicting assignments**

(ii) 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.

**c. Conflicting relationships**

(iii) 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.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.



**5. Corrupt and Fraudulent Practices**

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

**6. Eligibility**

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

**b. Prohibitions**

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) 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.

**c. Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

## **B. Preparation of Proposals**

- 1. General Considerations**

1.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 2. Cost of Preparation of Proposal**

2.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 3. Language**

3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 4. Documents Comprising the Proposal**

4.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

4.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

4.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 5. Only One Proposal**

5.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 6. Proposal Validity**

6.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

6.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

6.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of Validity Period**

6.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

6.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

6.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

6.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

6.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

**c. Sub-Contracting**

6.9 The Consultant shall not subcontract the whole of the Services.

**7. Clarification and Amendment of RFP**

7.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in

writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

7.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**8. Preparation of Proposals – Specific Considerations**

8.1 While preparing the Proposal, the Consultant must give particular attention to the following:

8.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

8.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

8.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts,

failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

8.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**9. Technical Proposal Format and Content**

9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

9.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**10. Financial Proposal**

10.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

10.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes**

10.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal**

10.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment**

10.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

#### 11. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## 12. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

## 13. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public



auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

#### **14. Proposals Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

#### **15. Evaluation of Technical Proposals**

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

#### **16. Financial Proposals for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

#### **17. Public Opening of Financial Proposals**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-

**(for QCBS, FBS,  
and LCS methods)**

responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

**18. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based  
Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal,

apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**19. Taxes** 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.

**20. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

**a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**D. Negotiations and Award**

**28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

## **30. Award of Contract**

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (c)</b>	Brazilian legislation.
<b>2.1</b>	<p><b>Name of the Client:</b> SECRETARIA DA ADMINISTRAÇÃO E PREVIDÊNCIA DO ESTADO DO PIAUÍ (SEADPREV/PI)</p> <p><b>Method of selection: Quality and Coast Based Selection - QCBS</b> as per</p> <p><b>Applicable Guidelines:</b> Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011 available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes ( <b>X</b> ) No (   )</p> <p><b>The name of the assignment is:</b> Customization, parameterization, implementation, development of a procurement and contract SYSTEM (SIGLC), including training activities to meet the needs of the Secretariat of Administration and Welfare (SEADPREV).</p>
<b>2.3</b>	<b>A pre-proposal conference will be held:</b> Yes (   ) or No ( <b>X</b> )
<b>2.4</b>	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>The following inputs will be made available:</p> <ul style="list-style-type: none"> <li>• Information existing in the Piauí State Secretariat for Administration and Welfare about the Diagnosis carried out within the scope of the Project;</li> <li>• Access to studies and documents related to the proposed activities;</li> <li>• Access to communication media and computer equipment;</li> <li>• Room for carrying out work with the equipment and materials necessary for the development of services.</li> </ul>

	<ul style="list-style-type: none"> <li>Information from other bodies but pertinent to the Project and the execution of this Consultancy will be provided by the institution that holds the information.</li> </ul>
4.1	N/A
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	<p>This RFP has been issued in the <b>English</b> language.</p> <p>In addition, the RFP is translated into the <b>portuguese language</b>. Consultant has a choice of submitting the Proposal in any of the languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which shall be the governing language of the Contract.</p> <p>National Consultants should submit Proposal in <b>portuguese of Brazil</b> language in order to have the Contract signed (if awarded) in accordance with the requirements of <b>Brazilian laws</b>.</p> <p>Proposals shall be submitted in <b>English or portuguese</b> language.</p> <p>All correspondence exchange shall be in <b>English or portuguese</b> language.</p>
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b>  <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> </ol>

	<p><b>AND</b></p> <p><b>2d Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>(1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4</p> <p><b>1. (5) Statement of Undertaking</b> (if required under Data Sheet 10.2 below)</p>
<b>10.2</b>	<p><b>Statement of Undertaking is required</b>  Yes ( <input checked="" type="checkbox"/> ) or No ( <input type="checkbox"/> )</p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b>  Yes ( <input type="checkbox"/> ) or No ( <input checked="" type="checkbox"/> )</p>
<b>12.1</b>	<p>Proposals must remain valid for <b>90 days calendar</b>, counted from the final date established for the submission of proposals.</p>
<b>13.1</b>	<p><b>Clarifications may be requested no later than 10 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is: E-mail:  <u><a href="mailto:celseadbird@seadprev.pi.gov.br">celseadbird@seadprev.pi.gov.br</a></u></p>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) <b>non-shortlisted consultant(s):</b> Yes ( <input checked="" type="checkbox"/> ) or No ( <input type="checkbox"/> )</p> <p><b>Or</b></p> <p>(b) <b>other shortlisted Consultants:</b> Yes ( <input type="checkbox"/> ) or No ( <input checked="" type="checkbox"/> )</p>
<b>14.1.2</b>	<p><b>Estimated input of Key Experts' time-input: 11 person-months.</b></p> <p><b>1 (one) Project Manager: 1 person-month</b>  <b>1 (one) System Analyst: 2 person-months</b>  <b>1 (one) Developer: 6 person - month</b>  <b>1 (one) Database Support Analyst: 2 person-months</b></p>



<b>14.1.3</b> for time-based contracts only	<i>Not applicable</i>
<b>14.1.4 and 27.2</b> use for Fixed Budget method	<i>Not applicable</i>
<b>15.2</b>	The format of the Technical Proposal to be submitted is: <b>FTP ( X ) or STP ( )</b>  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i>  (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> Yes ( ) or No ( X )
<b>16.3</b>	Information on the Consultant's tax obligations in the Client's country can be found: <ol style="list-style-type: none"> <li>1 City taxes: <a href="http://www.teresina.pi.gov.br">www.teresina.pi.gov.br</a>;</li> <li>2. – State taxes: <a href="http://www.sefaz.pi.gov.br">www.sefaz.pi.gov.br</a>; e</li> <li>3. – Federal Taxes: <a href="http://www.receita.fazenda.gov.br">www.receita.fazenda.gov.br</a></li> </ol> <b>Local taxes:</b> the amounts to be paid by the Client to the Consultant are subject to the collection of local taxes. However, for the purposes of this SDP, the local tax is <b>ISS</b> . The consultant must identify it, appropriately, using Forms FIN-1 and FIN-2, so that it is added to the value of the Financial proposal during a contract negotiation. The rate and amount of the tax must be broken down and only this tax will be discussed during the shells of the Contract, in accordance with Clause 25.1 of Section 2 of this SDP.

<p><b>16.4</b></p>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p><b>The Financial Proposal should state local costs in the Client’s country currency (local currency):</b> Yes ( <b>X</b> ) or No (   )</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>17.1</b></p>	<p>The Consultants <b>shall not</b> have the option of submitting their Proposals electronically.</p>
<p><b>17.4</b></p>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and ( 2 ) copies;</p> <p>(b) <b>Financial Proposal:</b> one (1) original and (2) copies.</p> <p>The Bidder must package the originals and copies of the proposal in separate, closed and sealed internal envelopes. Each envelope 1 and 2 will contain the respective internal envelopes, identified as "copy" and "original", as appropriate. Envelopes 1 and 2, closed and sealed, must be placed inside a single external envelope.</p>
<p><b>17.7 and 17.9</b></p>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date: April 26th, 2021</b></p> <p><b>Time: 13:00 local time (Brasília (DF) - Brazil</b></p> <p><b>The Proposal submission address is:</b></p> <p>Secretaria de Administração e Previdência do Estado do Piauí – SEADPREV, at Avenida Pedro Freitas, Centro Administrativo (Bloco I), Bairro São Pedro, CEP: 64018-900 - Teresina/PI (Brasil), in Diretoria de Licitações/SEADPREV (1º andar)</p>
<p><b>19.1</b></p>	<p><b>An online option of the opening of the Technical Proposals is offered:</b></p> <p>Yes (   ) or No ( <b>X</b> )</p>
<p><b>19.2</b></p>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals:</b></p>

	<p>When opening the Technical Proposals, the following will be read: (i) the name and country of the Consultant or, in the case of a consortium, the name of the consortium, the name of the leading member, the names and countries of all members; (ii) the presence or absence of an envelope duly sealed with the Financial Proposal; (iii) any changes to the Proposal, prior to the deadline for submission of proposals.</p>
<p><b>21.1</b> (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> <span style="float: right;"><b>[0 - 10]</b></span></p> <p>1) <i>Proven experience of at least 3 (three) years in Project Management of software in the Government Area.</i></p> <p>2) <i>Proven experience of at least 3 (three) years in Systems Development in the Area of Public Administration Processes with an emphasis on Procurement and Contracts.</i></p> <p>3) <i>Proven experience of at least 5 (five) years in Systems Development in the Java program language.</i></p> <p>4) <i>Proven experience of at least 3 (three) years in implementing Systems that use Tomcat Web services, container architecture and integration with Database service.</i></p> <p>5) <i>Proven experience of at least 03 (three) years through other systems developed in the area of Oracle Database Deployment and Administration, PostgreSQL</i></p> <p>(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> <span style="float: right;"><b>[0 - 30]</b></span></p> <p><i>(1) Technical approach and methodology: (0 - 15 points) will be analyzed the presentation of methodology related to customization and development of the modules to be presented, including description and actions of the steps to be performed in the project, as described in the Terms of Reference. The methodological aspects related to the actions proposed by the consultancy will be considered, including working methods and tools for the analysis of the results, to obtain the expected results in the execution of the services object of this Request for Proposal.</i></p> <p><i>(2) Work Plan: (0 - 10 points) - The Work Plan proposed by the consultant will be evaluated, in order to examine in detail its functionality, feasibility and suitability for the execution of the services, according to the proposed technical approach and methodology, as well as to evaluate the level of attendance to the Client's expectations</i></p>

	<p><i>regarding the way of conducting the work of elaboration of the Services object of this Request for Proposal.</i></p> <p><b>(3) Organization and staffing: (0 to 5 points)</b> - <i>The organization and composition of the team of experts proposed by the consultant will be analyzed: covering, but not limited to, the assignment of responsibilities and the schedule of activities of the team as presenting in the Technical proposal. The analysis includes how the consultant intends to organize itself to conduct the activities and the personnel it intends to allocate, in the different phases of the services, according to the methodology and the work plan it proposes.</i></p> <p><b>(iii) Key Experts’ qualifications and competence for the Assignment:</b>  <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) <i>Position K-1: Project manager</i> [0 - 18]  b) <i>Position K-2: System analyst</i> [0 - 16]  c) <i>Position K-3: Developer</i> [0 - 13]  d) <i>Position k-4: Database manager</i> [0 – 8]</p> <p><b>Total points for criterion (iii):</b> [55]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): <b>20 %</b></p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) <b>80%</b></p> <p style="text-align: right;"><b>Total weight: 100%</b></p> <p><b>(iv) Transfer of knowledge (training) program</b> (relevance of approach and methodology):</p> <p style="text-align: right;"><b>Total points for criterion (iv): 05</b></p> <p><b>Total points for the five criteria: 100</b></p> <p>.....</p> <p><b>The minimum technical score (St) required to pass is: 80</b></p>
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<b>21.1</b> [for STP]	N/A
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered:</b> Yes ( ) or No ( <b>X</b> ).
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> <p>In the case of National Consultants, for the purposes of letter (a) above, only the Service Tax (ISS) will be considered as Local Tax and only the <b>ISS</b> will be considered during contract negotiations. All other taxes or social charges, including PIS, COFINS, CSLL and IRPJ must be incorporated into the remuneration costs as part of the financial proposal.</p>
<b>26.1</b>	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <b>Real (Brazil)</b>.</p> <p>The official source of the selling (exchange) rate is: <b>Brazilian central bank</b></p> <p>The date of the exchange rate is: <b>Final Proposal Submission Date</b></p>
<b>27.1</b> (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:  T = <b>0,80</b> and</p>

	<p><b>P = 0,20</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> To be informed later  <b>Address:</b> Secretaria de Administração e Previdência do Estado do Piauí – SEADPREV, at Avenida Pedro Freitas, no Centro Administrativo (Bloco I), Bairro São Pedro CEP: 64018-900 - Teresina/PI (Brasil), in Diretoria de Licitações/SEADPREV (1º andar)</p>
<b>30.1</b>	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b> site SEADPREV, Diário Oficial do Estado do Piauí e Diário Oficial da União.</p> <p>Complaints: After the contract is awarded by the client o the winning company, the Commission must disclose the result of the judgment to the other participants, through notification and disclosure in the Official Gazette of the State of Piauí, opening the period of 05 (five) days useful for filing complaints, in accordance with Clause 8 of Confidentiality. The complaint may be given a suspensive effect by the Commission. The complaint decision is submitted to the Superior Authority for the bid, if the complaint is not accepted. The acceptance of the complaint will result in the invalidation of only the insusceptible acts of use. Once the complaints have been decided and the regularity of the acts performed has been verified, the Commission will communicate to the contracting the final result of the judgment so that the award of the contract is published, in accordance with IBRD guidelines. If the resource is considered valid, the Bank may agree or withdraw the financing for the object being bid, with the bidders aware of this condition.</p> <p><b>The complaints must be addressed as indicated below:</b>  Secretaria de Administração e Previdência do Estado do Piauí – SEADPREV, in Protocolo (térreo) department, at Av. Pedro Freitas, no Centro Administrativo (Bloco I), Bairro São Pedro, CEP: 64018-900, in Teresina/PI (Brasil), monday to friday, from 8 am to 1 pm (Brasília-DF time)</p>

<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> 1st business day after the contract signature date, according to of the Term of Reference (subitem 8.1 and 15.2)





### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
	“v” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	“v” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
v		TECH-2	Consultant’s Organization and Experience.	
v		TECH-2A	A. Consultant’s Organization	
v		TECH-2B	B. Consultant’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{ Location, Date }

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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 Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{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. }

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 for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (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 a member of 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 Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

{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}

## **FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**

### **CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### **A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### **B - Consultant’s Experience**

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1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



**FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

---

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**  
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**FORM TECH-5 (FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) .....													
	6) delivery of final report to Client}													
<b>D-2</b>	{e.g., Deliverable #2:.....}													
<b>n</b>														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



**FORM TECH-6 (FOR FTP AND STP)**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

-  Full time input
-  Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact infor for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

**Expert’s contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

---

Name of Expert

Signature

Date

{ day/month/year }

---

Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

Date

---

## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

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{ Location, Date }

To: [Name and address of Client]

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Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached 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 Clause 25.1 in the Data Sheet. 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. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_



In the capacity of: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant,  
in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

## **Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

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### **1. Review of Remuneration Rates**

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

**Consultant’s Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client’s Country									

{\* If more than one currency is used, use additional table(s), one for each currency}

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

<b>B. Reimbursable Expenses</b>								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client’s personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.



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## **Section 5. Eligible Countries**

**In reference to ITC6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): **NONE**

Under the ITC 6.3.2 (b): **NONE**



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## Section 6. Bank Policy – Corrupt and Fraudulent Practices

### Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

#### “Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;

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<sup>2</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” 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<sup>5</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>6</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>7</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>6</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

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## **SECTION 7. TERMS OF REFERENCE**

### **REFERENCE TERM**

CUSTOMIZATION, PARAMETERIZATION, IMPLEMENTATION, DEVELOPMENT OF A PROCUREMENT AND CONTRACT SYSTEM (SIGLC), INCLUDING TRAINING ACTIVITIES TO MEET THE NEEDS OF THE SECRETARIAT OF ADMINISTRATION AND WELFARE (SEADPREV).

**TERESINA/PI - BRAZIL  
2021**

**Resume**

1. INTRODUCTION
2. BACKGROUND, CONTEXT AND OBJECTIVES OF CONTRACTING SERVICES
3. OBJECTIVE
4. EXISTING SIGLC TECHNOLOGICAL REQUIREMENTS
5. DETAILING THE SERVICE
6. FORM OF REMUNERATION FOR DEVELOPMENT UNDER DEMAND
7. WARRANTY FOR DEVELOPED PRODUCTS
8. DELIVERY TIMES
9. QUALIFICATION OF THE TECHNICAL TEAM
10. INPUTS PROVIDED BY THE CUSTOMER
11. KNOWLEDGE TRANSFER AND CONTRACTUAL TRANSITION
12. COPYRIGHT
13. BASIC SAFETY PROCEDURES
14. CONFIDENTIALITY AND SECURITY OF INFORMATION
15. CONTRACTING
16. OTHER OBLIGATIONS OF THE CONSULTING COMPANY
17. PROPERTY
18. GENERAL CONSIDERATIONS

## **1. Introduction**

1.1 Currently, the management of public resources with regard to the execution of works, the acquisition of goods and the contracting of services from the State of Piauí does not have a system for management using IT tools. The contracts are made without any registration in an integrated system that unifies the information related to the processes of Purchases, Bids and Administrative Contracts.

1.2 Through a Cooperation Agreement, signed between the Government of the State of Maranhão and the Government of the State of Piauí, the source code of the SIGA System was donated, through the Term of Use Assignment No. 001/2019, of February 21, 2019, which includes in its scope a Government Procurement System, Supplier Module, Material Registration Module and a BI Results Panel. As a result, it is necessary to hire a specialized company for the implementation and customization of SIGA, changing its name to the Government of the State of Piauí as an Integrated Bid and Contract Management System - SIGLC.

1.3 Therefore, it lacks subsidies that guide planning actions as a way to anticipate bottlenecks in meeting management needs, which includes information quality, transparency, data security, integrity, reliability, demand monitoring, economics, asset control, in addition to swiftness in the Procurement Processes, Bids and Administrative Contracts, pertaining to goods, works, services, including advertising, purchases, disposals and leases within the State of Piauí, using administrative governance mechanisms (interactive chain with all agencies direct and indirect administration), in compliance with the provisions of Law 8,666 / 93 and 10,520 / 02.

1.4 Today, the current operating system for tenders in the State of Piauí, occurs in a mixed way, covering all bodies of the Direct Public Administration, Foundations and Municipalities. Purchasing is centralized by the object in accordance with State Law No. 6,673 / 2015 and State Decree No. 11,319 / 2004. It has in its database, the Unified Registry of Suppliers (CADUF), according to the State Decree nº 11.320, of February 13, 2004, which does not effectively attend the processes of purchase requisitions, organization of bids, elaboration of invitations to bid and its annexes, among other procedures related to the bidding process.

1.5 In this scenario, some agencies have their Permanent Bidding Commission (CPL) internally, and they organize themselves administratively according to their own management model. It turns out that the difficulty for joint information, for decision-making by the Government, becomes unfeasible and demands a lot of time.

1.6 The guidelines described here define the main technical, functional and operational characteristics of the technological solution, services and management systems, aiming to incorporate tools with cutting edge technology for Public Procurement and provide gains in quality and modernization to the services provided to the population, also providing gains in productivity, advantage and efficiency to the Government of the State of Piauí.

1.7 The Contracting of a Specialized Company for Consulting Services for Customizing the System shall include the provision of the service for the implementation, parameterization and training of the computerized management system, aimed at meeting the activities performed by SEADPREV / PI and other public administration bodies, which do part of the organizational structure of the State Government of the State of Piauí.

1.8 Customization must take place according to parameters defined in this Term of Reference.

PROJECT IDENTIFICATION	
Government program name	Loan Agreement No. 8575-BR (Piauí - Pillars of Growth and Social Inclusion) signed between the International Bank for Reconstruction and Development and the State of Piauí.
Object name	Selection of Consulting Services for customization, parameterization, implementation, development of a procurement and contract <b>SYSTEM (SIGLC)</b> , including training activities to meet the needs of the Secretariat of Administration and Welfare (SEADPREV).
Reference Term Code	TR-SEADPREV-2021
Responsible agency / CLIENT	Secretaria de Administração e Previdência do Estado do Piauí (SEADPREV)
Executing organ	Administrative Modernization Unit
Intervening body	Information Technology Agency



## **2. Background, Context and Objectives of Contracting Services:**

1.1 Brazilian states are subject to strong budgetary constraints that, added to the growing demand for more and better services, place the need to qualify public spending increasingly at the center of the agenda. Technology is increasingly present, offering a wider range of solutions and alternatives to support this government effort.

1.2 In this context, the project aims to qualify and modernize the management of current expenses with goods, services and works used in the public sector, necessarily arising from the Development of an Integrated Management System for Bidding and Contracts - SIGLC.

1.3 Based on the references set out above, it is essential to hire a specialized consulting company for the success of the project, and it must have proven know-how in the development, implementation, customization and training of the computer system, as well as experience in systems aimed at bids and contracts.

1.4 The Information Technology Agency (ATI) of the State of Piauí, as the body responsible for and responsible for the development of the corporate systems of the State of Piauí, should be the integrating entity in the process of implementing the new Integrated Bid and Contract Management System - SIGLC . The parties interested in contracting the consultancy are: the State of Piauí, through the Secretariat of Administration and Welfare of the State of Piauí.

1.5 Based on the activities and goals to be achieved within the scope of the Piauí Project: Pillars of Growth and Social Inclusion by the State Secretariat of Administration and Welfare of the State of Piauí - SEADPREV, it is necessary to customize the SIGA System, acquired through the Term of Use Assignment signed with the State of Maranhão, with qualification and training of the employees of the State of Piauí, so that this Secretariat has the capacity to fulfill its activities in the project supported by the World Bank through the BIRD Loan Agreement 8575-BR.

1.6 SEADPREV, through the Bidding and Contracts Superintendence, is the body responsible for administering, controlling and executing public tenders and contracts within the scope of the State Public Administration, respecting the provisions of item II, of Article 151, of the State Constitution and by State law No. 6,673, of June 18, 2015.

1.7 SEADPREV, in accordance with Law 6,673, of June 18, 2015, centralizes the bids listed in said legislation. The other bodies and entities that make up the State Public Administration are authorized to carry out their own procedures. In this way, the entire Administration will be obliged to use the Integrated System of Bids and Contracts of the State.

## **2. Objective**

2.1 Provide the Public Administration, through the hiring of consultancy for the customization, parameterization, implantation and training of the Government Procurement System, with a support tool for the management of procurement processes, bids, contracts, BI result panel, e-supplier, catalog of materials and services, terms of reference (request for purchases and services) and purchase plan, making modernization faster and more capable

of monitoring and inspecting contracts signed with Legal Entities, who express an interest in cooperating with provision of public service to meet the needs of civil society.

- 2.2 Furthermore, it is important to note that the BI module is developed and integrated into the system, with the need for customization only.
- 2.3 The Procurement, Bidding and Contracts Management System for the State of Piauí should achieve the following items:
  - Customization and Parameterization of the Purchasing, Bidding and Contracts Management System, according to the requirements detailed in this document;
  - Installation of the system in the operational environment of the Information Technology Agency - ATI of the State of Piauí;
  - Trainings;
  - Implementation for Direct Administration, Foundations and Municipalities of the State of Piauí;
  - Provide the technical and operational documentation of the system;
  - Transfer the technology and tools used for the development, customization and parameterization of the Purchasing, Bids and Contracts Management System.
- 2.4 All source programs, utilities and development tools necessary and indispensable so that SEADPREV has the guarantee of maintenance on the referred system, regardless of Consulting, must be provided by the CONSULTANT, according to the Term of Assignment of the Government of the State of Maranhão and Letter Consent of the company AZ Tecnologia.
- 2.5 The system may also be implemented in Mixed Economy Societies, Public Enterprises and bodies from other branches of the State of Piauí, according to the interests of the State Government and institutions.

#### **4. Existing SIGLC technological requirements:**

- 4.1 System developed entirely in a Web environment using Java and NodeJS, with HTTPS protocol;
- 4.2 Architecture in three layers of the MVC model, namely: presentation, control and model;
- 4.3 Uses Postgres or Oracle databases;
- 4.4 Authorization: Allows access control to data according to the permissions set for roles assigned to users, in a transparent, clean, and easy to manage manner.
- 4.5 Log: Allows detailed logging of any action / method invocation performed by any authenticated user.

#### **4.6 Mandatory General Requirements:**

##### **4.6.1 Adaptability**

- All software components of the Computerized Information Management System
- Purchases, Bids and Contracts must allow their adaptation to the needs of the State through parameterizations or customizations. They must have tools that make it possible to adapt the application system to the needs of Procurement, Bids and Contracts Management.
- The system must have an adaptable and flexible graphical interface for input and output standard WEB data, to operate in an Internet environment.
- Standardization of screens in all application modules, in order to facilitate their learning and operation.

##### **4.6.2 Flexibility**

- All software components of the Purchasing, Bidding and Contracts Management System must allow the parameterization of menus, screens, reports and logical rules applicable to the business, allowing its adaptation to the needs of the State.
- The system must be equipped with a flexible operating structure and adaptable to organizational formatting of State executive power contracts.

##### **4.6.3 Safety**

###### **4.6.3.1 Access control**

- The system must be integrated with the application that controls security access to systems managed by ATI in the WEB architecture.
- SOEWEB is the application that effectively controls the use of systems maintained by ATI, offering total security, against data breaches or improper access to information, through the use of encrypted passwords that restrict access levels, with registration of users enabled by organization and authentication in the system by user organization / registration.

###### **4.6.3.2 Audit**

- The System must have audit mechanisms with the existence of record of all changes, inclusions, exclusions and queries, informing who did it (operator identification), when it did it (time and date) and what they did (function performed). Enabling the control and consultation of operations carried out in the application, with identification, date, time and performing operator.

The system should have the concept of transactions, maintaining the integrity of the database in power outages and software / hardware failures.

#### 4.6.4 Language

- The user's communication interface with the Procurement, Bids and Contracts Management System - screens, operational and user manuals and help - must be written in Brazilian Portuguese.
- The technical documentation for any software that integrates the system must be written in Brazilian Portuguese or English.

#### 4.6.5 Non-functional requirements

4.6.5.1 The system should allow the use of ICP-Brasil Digital Certificates or generated by any Certification Authority compatible with ICP-Brasil;

4.6.5.2 Provide Help On-Line or user manual of all module and system features;

4.6.5.3 All system functionalities must have an Audit Log as the fields: date, responsible user, machine IP, changed fields in the data inclusion, alteration and exclusion transactions;

4.6.5.4 Use JAVA programming language, using JVM version 1.6, or higher versions;

4.6.5.5 Use Oracle 10.G Database Manager System or higher version or SQL Server 2008 or higher or Postgresql 9 or higher version.

4.6.5.6 Use Apache 2.2.9 or higher web server; web container application server - Jboss 5.1 or higher;

4.6.5.7 The application must support unified authentication (Single Sign-On);

4.6.5.8 Enable application performance monitoring in real time.

4.6.5.9 Allow user registration, and permissions with levels of access to certain system features.

4.6.5.10 Allow authorized users to assign permissions to other users.

4.6.5.11 Allow with the same user access to all system modules if applicable.

4.6.5.12 Allow to associate the registered user with one or more access units.

4.6.5.13 Restrict users' access to data relevant to the organizational unit of their capacity.

4.6.5.14 The application should work in a high availability environment with distribution both between processors on the same machine and between processors of different machines.

4.6.5.15 Allow working on a local (intranet) or remote (extranet / internet) network based on TCP / IP communication.

4.6.5.16 Run the system in a Web environment, compatible with the following browsers: - Mozilla Firefox version 3.30 and / or higher; - Internet Explorer version 10.0 and / or higher.

4.6.5.17 Provide a license for use, installation, configuration, administration and support for the approval and production environments.

4.6.5.18 The applications must be implemented with a web interface. "No need to install any software component on the system users' workstation"

4.6.5.19 The application must support WS-security standard, or HTTP security security when using web services at the data encryption, authentication and authorization levels.

- 4.6.5.20 The application should allow customizations made in one version to be transported to the next version of the software in an automated manner, preserving the investment made in adapting the current version and facilitating the version update process.
- 4.6.5.21 Provide an interface so that the Budget-Financial system - can read the supplier's situation to enable the generation of commitment and to describe the material items in the issue of the commitment note.
- 4.6.5.22 Make use of the Portuguese language in all functions.
- 4.6.5.23 Provide manual issuance, online, by module and by function.
- 4.6.5.24 Provide a way to print the operation manuals by module and function.
- 4.6.5.25 Allow the process phase to be closed only by the user who opened it and by the manager indicated in the security module.
- 4.6.5.26 Maintain the history of the processes, by phase, their documents and all the data generated in the transaction.
- 4.6.5.27 Avoid retyping the data of the interfaces referenced in the proposed functionalities.
- 4.6.5.28 Any date reference in the system must present the year with four (4) digits and all numeric, alphanumeric, text, monetary and date data must be formatted according to the Brazilian standard.
- 4.6.5.29 All mandatory fields must be indicated on the screen, using a symbol.
- 4.6.5.30 Validate / confirm recordings through online information, with the display of messages in Portuguese, in all functions that fit.
- 4.6.5.31 Submit the following technical documentation: - User Manual, with description of all system functions or Help On-Line, on all system screens; - Installation Manual, containing hardware and software requirements compatible with the technical proposal; - System installation script; - Scripts for generating database tables; - Complete and detailed documentation of installation and configuration of operating environments and systems related to the system.
- 4.6.5.32 The application must allow the use of encryption between the Web Server and the Application Server.
- 4.6.5.33 Allow, in the user registration, to define access levels to the system:
- Admin User
  - User Manager
  - Operational user
- 4.6.5.34 Allow the Administrator User to register one or more managing users.
- 4.6.5.35 Allow the Administrator User to define the access profile of the managing users.
- 4.6.5.36 Allow the Administrator User to register operational users.
- 4.6.5.37 Allow managing users to define the access profile of operational users
- 4.6.5.38 Allow the user to change their access password.
- 4.6.5.39 Allow to create the access profile by groups of users.

4.6.5.40 Allow to associate the access profile of the user and / or groups of users to one or more modules of the system.

4.6.5.41 Allow to associate the access profile to one or more features of the different modules of the system.

4.6.5.42 Make available a function that determines the form (s) of access for the user or groups of users, for each type of function, within the profile:

- Reading
- Inclusion
- Exclusion
- Change

4.6.5.43 Restrict users' access to data relevant to the organizational unit of their capacity when the system is operational.

4.6.5.44 Allow the application's LOG query, containing: user name, date and time and time of execution of the actions.

4.6.5.45 Allow to associate the registered user with one or more user units.

4.6.5.46 Force the user linked to more than one functional unit to select the desired unit, through a list, when logging in.

## 5. Detailing the service

5.1 The IT system consists of the following services:

Group	Item	Description		
		System Deployment, Customization and Adaptation		
01	1	System Deployment		
	2	Public Procurement Plan Customization		
	3	Purchase / Service Request Customization		
	4	Public Procurement Management System Customization		
	5	Supplier Registration Module Customization		
	6	Customization and Procurement Module		
	7	Direct Purchase Module Customization		
	8	Electronic Reverse auction Module Customization		
	9	Price Registration Module Customization		
	10	Price Bank Module Customization		
	11	Results Panel Module Customization		
2	-	Training Hours	Training Hours	Qtd
	1	System Administration and Operation	32 hours	2
	2	Purchasing Plan	8-Hours	3
	3	Purchase Order	8 hours	3
	4	Public Procurement Manager Systems	48 hours	3
	5	Supplier Management	12 hours	3
	6	module and results panel	8 hour	3
	7	Online Training Suppliers	4 hours	-

## **5.2 Description of services to be hired**

**5.2.1** The CONSULTING contracting service consists of three objects: implementation of the Government Procurement system, which is already running in the ATI Datacenter as a pilot; customization of the modules listed in the table in item 5.1 of group 1; and training mentioned in the table in item 5.1 of group 2.

**5.2.2** The customization services to which the CONSULTANT will be responsible for the execution of items 2 to 11 of Group 1 include parameterization, adaptation to the process flow of the Government of the State of Piauí and updating of the modules according to new technologies in force, considering that the The application's source code was developed in old versions of programming languages and old versions of Database, meeting the functional requirements.

### **5.2.3 Details of Group 1 - Deployment And Customization Of The System:**

#### **5.2.3.1 ITEM 1 - System Implementation**

5.2.3.1.1. It includes making the software / application available in its operational form, through installation and configuration activities in a homologation computational environment, so that the client can validate the use of the system.

5.2.3.1.2 The consultant must carry out the implementation activity in a coordinated manner, with very well defined steps, allowing the full success of interrelated activities. Thus, the products of these services must include:

- **Project Management:** The consultant must present the implementation plan, as well as the execution schedule, which will be validated by the client for the execution of the service.
- **Survey of processes for Pre-Implementation Parameterization:** The consultant must identify and / or survey, together with the client, the parameterization needs necessary for the contracted system, limited to the mandatory functional requirements specified in this Term of Reference. Such needs may include: Header and Footer Settings for Reports of the contracted system; Layout of the contracted system screens; Alteration of the standard flow of the contracted system; Defining user profiles and permissions on the system.
- **Installation:** The client will provide remote access to the approval environment provided, so that the consultant proceeds with the environment validation, configuration and installation / publication of the contracted systems. After receiving the source codes and technical documentation, the consultant must make the contracted systems available in the approval environment, so that the client can carry out the functionality tests and validation of the installed applications. The consultant must provide a systems analyst to monitor the system tests, solving any doubts that may arise, for the period defined in the implementation schedule.
- **Parameterization:** The information diagnosed by the Consulting team will be transferred to the configuration and parameterization team. The services include adaptation of the

process flow, adaptation to state laws and adaptation to government business rules, many of which are determined by the client's management team and result of the diagnostic service performed by the consultant's specialists.

5.2.3.1.3 The flow of activities from the beginning to the end of the deployment services comprises:

- Initial analysis of activities;
- Tests of remote access to the client's environment;
- Verification and testing of system installation media;
- Preparation of the training, testing and homologation environment;
- Tests of the environment to release the installation of the System;
- Validation of available hardware;
- Validation of Apache, JVM, Jboss and Redis servers;
- Validation of Nginx, JVM, Redis and MongoDB servers;
- Installation / Publication of systems in the approval environment;
- Configuration of the system screens layout, report headers and footers;
- Tests and approval of the system's functionalities.

#### **5.2.3.2 ITEM 2 - Purchase Plan:**

5.2.3.2.1 Allow the centralized or decentralized planning of the Purchase Plan;

5.2.3.2.2 Allow the management body to define the Purchase Plan for materials and / or services;

5.2.3.2.3 Allow the management body to define the schedule with effective date, final date for response and date for review of the Purchase Plans;

5.2.3.2.4 Allow notify the agencies with the deadlines and the Purchase Plan manager regarding the responses of the purchasing units;

5.2.3.2.5 Allow the agencies to inform the purchase / service items, the quantity and the forecast for receiving the good / service;

5.2.3.2.6 Allow the managing body to follow up on the planning responses of the bodies;

5.2.3.2.7 Allow Consolidation and totalization of the quantities of the purchasing units;

5.2.3.2.8 Allow the purchase plan to be consolidated by global purchase unit;

5.2.3.2.9 Allow the search for items and purchasing units in the Material Catalog module;

5.2.3.2.10 Allow the management body to carry out the planning of the purchasing processes;

5.2.3.2.11 Printing the consolidation by organ;

5.2.3.2.12 Printing the consolidation by group and class;

5.2.3.2.13 Printing the consolidation by global;

5.2.3.2.14 Publish the Government Procurement Plan on the procurement portal that is part of the SIGLC system;

#### **5.2.3.3 ITEM 3 - Purchase / Service:**

5.2.3.3.1 Allow a user unit to prepare a purchase request.

Allow the elaboration / opening of the purchase request, of the following types:

- Of material (consumption or permanent)
- Of service.

5.2.3.3.2 Activity report, with generation of history that allows identifying the activities in which the term passed, the time and the user who performed the activity;



- 5.2.3.3.3 Allow the size of the attachments to be inserted in the term to be configured in the system parameters;
- 5.2.3.3.4 Allow the definition of the flow of the term of reference, through visual dashboards, configured as needed by the administration;
- 5.2.3.3.5 Allow to have a bank with reference term models;
- 5.2.3.3.6 Allow the clauses of a given model to be inactive or inserted new clauses;
- 5.2.3.3.7 Allow automatic application of the key fields of the defined and selected model;
- 5.2.3.3.8 Allow the supplementation of the clauses of the selected model for use in the purchase request;
- 5.2.3.3.9 Allow the reference term to be consulted through configurable filters. The filters presented are: by object, by organ, by budgetary unit, by activity, by category, by items and by situation. The search can be performed using one or more filters;
- 5.2.3.3.10 Allow inserting attachments in a purchase request;
- 5.2.3.3.11 Allow the inclusion, editing and exclusion of occurrences to the term. 5.2.3.3.12 Occurrence is the way of recording information or any request for changes, or even corrections in the term of reference or in its documents;
- 5.2.3.3.13 Allow the inclusion of items that will compose the list of goods or services that will be purchased;
- 5.2.3.3.14 Allow the inclusion, amendment and exclusion of the budget allocation that is used to meet the payment, when purchasing or providing services;
- 5.2.3.3.15 Allow to Attest, Approve or Reject the information of the reference term, as configured in flow, as well as validate if the term is attested or approved to proceed to the next activity;
- 5.2.3.3.16 Allow the printing of a management report with information on the type of term, category, number, object, items, budget unit, situation, date and amount. The filters for issuing the report are configurable by object, agency, situation, type of term, category and budgetary unit. The search can be performed using one or more filters;
- 5.2.3.3.17 Allow the digital electronic signature of the term document. ICP Brazil certifier;
- 5.2.3.3.18 Allow to generate the term of reference in PDF with the information registered during the creation of the term, so that it can be signed;
- 5.2.3.3.19 Allow that after the approved and signed term, the items and information of the term can be sent to the Purchasing system;
- 5.2.3.3.20 Allow recording the start and end dates of each phase of the purchase request through history.

#### **5.2.3.4 ITEM 4 - Public Purchasing Management System:**

##### **5.2.3.4.1 materials and services registration module:**

- 5.2.3.4.1.1 Allow registration in 4 levels, Group, Class, Material / Service and Material / Service Item;
- 5.2.3.4.1.2 Allow categorization according to the Federal Supply Classification;
- 5.2.3.4.1.3 Allow the use of PDM, Material Descriptive Standard, for the creation of the material and in this way the items are created in a standardized way;

5.2.3.4.1.4 Allow each PDM structure to be composed of a set of mandatory and complementary characteristics sufficient to describe / identify a material and individualize its items;

5.2.3.4.1.5 Allow the identification of material items through the set of predefined standard characteristics;

5.2.3.4.1.6 Allow the definition of additional characteristics such as storage conditions, disposal guidelines, inspection criteria, sustainability criteria, use restrictions, synonyms and similar items;

5.2.3.4.1.7 Allow the request for inclusion and alteration of materials and services with approval flow;

5.2.3.4.1.8 Allow accurate searches in the registration of classes, product, service, product items and service items, through auto complete of the search arguments;

5.2.3.4.1.9 Allow to register the product and service items, informing characteristics that specify the items;

5.2.3.4.1.10 Allow to associate a material to several units of measure;

5.2.3.4.1.11 Allow the inclusion of an image in the item registration;

5.2.3.4.1.12 Allow the identification of sustainable items;

5.2.3.4.1.13 Allow the flow definition of the matter registration request, through a visual flow definition panel, configured according to the administration's need.

5.2.3.4.1.14 Allow items and information to be sent to the Purchasing system;

5.2.3.4.1.15 Allow to force association of the material item to a material group;

5.2.3.4.1.16 Allow to prevent the deletion of a material group when it is associated with an item;

5.2.3.4.1.17 Allow to maintain proper register of the expense element;

5.2.3.4.1.18 Allow the material item to be associated with a supply group / subgroup (Supplier Master Module).

5.2.3.4.1.19 Allow to maintain a single register of material and service.

5.2.3.4.1.20 Allow to keep the unit of measurement register (eg: envelope, liter, unit, kilo);

5.2.3.4.1.21 Allow to prevent the registration of units of measurement that have the same name and / or acronym;

5.2.3.4.1.22 Allow to complement the item description (free field).

5.2.3.4.1.23 Allow deactivation and reactivation of a material item;

5.2.3.4.1.24 Allow to maintain the Class of Service registers;

5.2.3.4.1.25 Allow maintaining the registration of Service Groups;

5.2.3.4.1.26 Allow to associate the Class of Service to a Service group;

5.2.3.4.1.27 Allow to associate several Services with Service Items;

5.2.3.4.1.28 Allow to prevent the exclusion of a Class of Service when it is associated with any Group.

5.2.3.4.1.29 Allow to prevent the deletion of a Service Item when it is associated with a Service.

5.2.3.4.1.30 Allow maintaining the registration of the contracting unit (service);

5.2.3.4.1.31 Allow to prevent the registration of contracting units that have the same name and / or acronym;

### **5.2.3.5 ITEM 5 - Supplier Registration Module**

5.2.3.5.1 Allow the supplier to register and keep their documentation up to date;

5.2.3.5.2 Allow supplier to update their data;

5.2.3.5.3 Allow the registration of suppliers of legal entities, individuals or foreigners;

5.2.3.5.4 Allow the maintenance of the supplier's industry;

5.2.3.5.5 Allow to maintain the register of documents necessary for qualification as control of deadlines;

5.2.3.5.6 Allow defining users with permission to represent the supplier and update their information;

5.2.3.5.7 Allow to keep the record of administrative sanctions:

- Warning;
- Traffic ticket;
- Temporary suspension;
- Declaration of unfairness;
- Off-side.

5.2.3.5.8 Allow to associate the reasons that cause the sanction;

5.2.3.5.9 Allow to record the period of validity of each administrative sanction applied;

5.2.3.5.10 Allow automatic withdrawal when the sanction applied expires;

5.2.3.5.11 Allow the supplier's registration / registration to be considered inactive when the supplier is declared unsuitable.

5.2.3.5.12 Allow the registration of suppliers in a simplified or complete way;

5.2.3.5.13 Allow the issuance of CERCA - Cadastral registration certificate for complete registrations;

5.2.3.5.14 Allow to prevent the registration / registration of suppliers with the same CPF / CNPJ, or same corporate name.

5.2.3.5.15 Allow to always keep the same registration number for the same supplier, updating only your renewal and expiration date;

5.2.3.5.16 Allow to treat foreign suppliers according to their specificities;

5.2.3.5.17 Allow the supplier who has all the mandatory documents in force to be considered active in the complete registration register, according to the type of request or without impediment (sanction);

5.2.3.5.18 Allow to associate the documents (with their respective numbers, if any, and expiration dates) to the supplier registry;

5.2.3.5.19 Allow the distinction between active, inactive and suspended suppliers;

5.2.3.5.20 Allow the recording of the Balance Sheet and its financial values with calculation of the solvency index;

5.2.3.5.21 Allow to maintain a history of issuance of suppliers' registration records certificates (CERCA);

5.2.3.5.22 Allow to automatically change supplier registration from inactive to active when renewing expired documents;

5.2.3.5.23 Allow renewal of supplier documents even when suspended;

5.2.3.5.24 Allow only authorized representatives to renew the supplier's registration;

5.2.3.5.25 Allow the registration request via the Supplier's portal;

5.2.3.5.26 Allow to consult and print the registration status report for the supplier;

5.2.3.5.27 Allow to consult the numbers and expiration dates of a supplier's documents through: his name, company name, CNPJ, Nature or Situation;

5.2.3.5.28 Allow the consultation of the lines of supply of materials or services related to a supplier through: Your name, corporate name, CNPJ, Nature or Situation;

5.2.3.5.29 Allow consultation of the balance sheet values of suppliers;

5.2.3.5.30 Allow to keep the register of types of legal nature (ex .: Limited Company, Limited Company, Autarchy, etc.).

5.2.3.5.31 Allow to associate the types of legal nature to the documents required for the complete registration;

5.2.3.5.32 Allow to register information about the partners and / or shareholders of the companies;

5.2.3.5.33 Allow any management unit to have access, for consultation, to the registers;

5.2.3.5.34 Allow the registered supplier to consult and issue their situation and the list of their documents and respective validity, through a unique password for the representative;

5.2.3.5.35 Allow the registered supplier to consult and issue the Registration Certificate;

5.2.3.5.36 Allow the registration performed by the supplier to be evaluated by the registration unit;

5.2.3.5.37 Allow the registration unit to grant or deny the registration;

5.2.3.5.38 Allow consultation of all rejected entries;

### **5.2.3.6 ITEM 6 - Purchasing And Bidding Module**

5.2.3.6.1 Allow to consult and select the items of material / material item and / or service, only from the single register of materials and services, to compose the purchase spreadsheet;

5.2.3.6.2 Allow to consult and select the items of material / material item and / or service, from the unique register of material and service through code, description or keyword;

5.2.3.6.3 Allow to include for each item of the purchase spreadsheet, the quantity to be purchased;

5.2.3.6.4 Do not allow inclusion of the same item of material or service, with the same batch, to be selected more than once in the purchase spreadsheet;

5.2.3.6.5 Allow viewing and selecting the current prices and their respective items, to include them in the market quotation and obtain the comparative price map;

5.2.3.6.6 Allow to change the data included in the purchase spreadsheet, as long as the bidding has not occurred;

5.2.3.6.7 Allow, based on the purchase spreadsheet created and the stipulated market price, to create a spreadsheet for the bidding in compliance with Law No. 147/2014;

5.2.3.6.8 Allow to display in the process the name, code and acronym of the requesting organizational unit to which the user is assigned;

5.2.3.6.9 Allow the requesting user to select the organizational user unit, when it is linked to more than one;

5.2.3.6.10 Allow the displaying of the requesting organizational units, which the requesting user is full of, automatically.

5.2.3.6.11 Allow to include an unlimited number of material items / service items, as long as it does not occur in duplicate.

5.2.3.6.12 Allow to automatically recover the estimated price from the price bank, for each item included in the purchase request for material / service elaborated;

5.2.3.6.13 Allow direct access to the price bank module to prepare a budget;

5.2.3.6.14 Allow the estimated price of the material item to be one of the following prices - existing in the Price Bank:

- Registered price
- Reference Price

- 5.2.3.6.15 Allow to delete, consult, print a purchase request even with the 'elaboration' phase not closed.
- 5.2.3.6.16 Allow viewing of purchase order fields.
- 5.2.3.6.17 Allow items recorded in the minutes to only be inserted in a purchase spreadsheet with the manager's authorization;
- 5.2.3.6.18 Allow to automatically calculate the total value of each item estimated in the purchase spreadsheet;
- 5.2.3.6.19 Allow users to register their orders with items they wish to purchase both material and service, sorting them by lot or item;
- 5.2.3.6.20 Allow the formation of a price bank through the history of acquisitions, price surveys and price registration minutes;
- 5.2.3.6.21 Allow to generate the comparative map automatically from a Price Bank of the executed Bids or from the quotes of the price surveys and / or the price bank to obtain the reference value, which can be at average price or lower price ;
- 5.2.3.6.22 Allow to approve the process with the purchase spreadsheet created and with cost estimate;
- 5.2.3.6.23 Allow to make available a descriptive field, occurrences, to justify any change in the progress of the purchase process;
- 5.2.3.6.24 Allow viewing of reference term in the created process;
- 5.2.3.6.25 Allow to number the purchase process by calendar year and by purchasing unit.
- 5.2.3.6.26 Allow viewing of the purchase process fields;
- 5.2.3.6.27 Allow to include in the same purchase process: Consumables, Permanent material or service.
- 5.2.3.6.28 For the bidding process, allow the creation of the public notice and its attachments to be made available in the public area;
- 5.2.3.6.29 Allow, through the announcement, schedule the date of receipt of proposals by suppliers;
- 5.2.3.6.30 Allow, through direct purchase consultation, to schedule the date of receipt of proposals by suppliers;
- 5.2.3.6.31 Allow to register the values of the proposals received for bidding or for direct purchases.
- 5.2.3.6.32 Allow recording the end date and time for closing the receipt of proposals.
- 5.2.3.6.33 Allow to register for each supplier if it was enabled or not, justifying the reason for not enabling it.
- 5.2.3.6.34 Allow to register, by Supplier / item, the quoted items, registering the quoted brand and price;
- 5.2.3.6.35 Allow unqualified items to be automatically disqualified.
- 5.2.3.6.36 Allow the item delivery deadline to be posted by supplier.
- 5.2.3.6.37 Allow to classify the items, in ascending order of unit price, listing your supplier, in case the bidding is of the lowest unit price type.
- 5.2.3.6.38 Allow to classify the suppliers of the bidding, in ascending order of global price, listing the respective items and unit prices, in case the bidding is of the lowest global price type;
- 5.2.3.6.39 Allow the issue of the Comparative Price Map with the comparison with the market research carried out;
- 5.2.3.6.40 Allow to send to the Financial the data of the purchase process, after the bidding or direct purchase completed;

- 5.2.3.6.41 Allow recording the start and end dates of each phase of the purchasing process;
- 5.2.3.6.42 Allow bidding in the modalities of Price Registration, Price Bank, Electronic Auction and Bidding Waiver;
- 5.2.3.6.43 Allow to classify the bidding modalities: Invitation, Price taking, Competition, Electronic Auction or Shopping;
- 5.2.3.6.44 Allow to classify direct purchase modalities: Exemption from Bidding and Unenforceability;
- 5.2.3.6.45 Allow to monitor the status of the bidding phases as they are elaborated;
- 5.2.3.6.46 Allow to recover a purchase process available for bidding, through the process number;
- 5.2.3.6.47 Allow to make the purchase processes available for the electronic trading module, when applicable.
- 5.2.3.6.48 Allow to define the type of bidding (lowest price, best technique, technique and price, lowest administrative fee, highest discount) for each process;
- 5.2.3.6.49 Allow to cancel, revoke, cancel or suspend the bidding.
- 5.2.3.6.50 Allow justifying the cancellation, revocation, annulment, suspension or reopening of the bidding term.
- 5.2.3.6.51 Allow redefining a new date for reopening the bidding period that has been suspended;
- 5.2.3.6.52 Allow to register: The date, start time, the participants and the place of the trial;
- 5.2.3.6.53 Allow the registration of qualification for the selected and / or nominated suppliers that delivered documentation envelopes and that were considered qualified by the bidding commission;
- 5.2.3.6.54 Allow to record the total result of the technique or price score, separately by supplier or item, in the case of a bidding of the type 'technique and price' or 'best technique';
- 5.2.3.6.55 Allow to classify proposals automatically, in ascending order of the lot value or unit value;
- 5.2.3.6.56 Allow the generation of the comparative map of final prices with the result of the purchase;
- 5.2.3.6.57 Allow disqualification by item or lot price forcing the justification;
- 5.2.3.6.58 Allow to define the first classified when there is a tie or item batch situation;
- 5.2.3.6.59 Allow alteration of the bidding classification due to the judgment of the appeal;
- 5.2.3.6.60 Allow reissue comparative map;
- 5.2.3.6.61 To make available to each purchasing unit that requires the acquisition process, after the approval of the bidding process initiated, all the necessary information for the preparation of the minutes or contract and issue of commitment, with the supplier;
- 5.2.3.6.62 Allow control of the processing of the process, allowing the visualization of the progress, the situation, the department and the history of the process;
- 5.2.3.6.63 Allow the flow definition of the bidding process, through a visual flow definition panel, configured according to the administration's need;
- 5.2.3.6.64 Allow the drafting and publication of notices, sending e-mail notifications to suppliers belonging to the bidding industry, making the notice available to the public and registering objections online;
- 5.2.3.6.65 Allow the supplier to have an area to make direct purchase and bid proposals, answer price research quotes, challenge bidding notices, file appeals / counter-reasons and maintain registration data;

- 5.2.3.6.66 Allow automatic calculation of the result of public purchases;
- 5.2.3.6.67 Allow the authorization of the bidding process and the generation of the process authorization document;
- 5.2.3.6.68 Allow the management of suppliers, sending notification by e-mail and systemic alert of expiration of documents and penalties applied to the supplier and communication of the planned acquisitions and their results;
- 5.2.3.6.69 Allow the issuance of documents, such as: Purchase Request, Declaration of Standard Notice, Declaration of Fiscal Responsibility, Declaration of Common Goods and / or Services, among others;
- 5.2.3.6.70 Allow the generation of management reports, such as the consultation between what was planned and carried out in government purchases and the average consumption of the price record minutes;
- 5.2.3.6.71 Allow management of who downloaded the notice;
- 5.2.3.6.72 Allow the drafting of the contract draft, based on previously registered document templates, which may include keywords that are automatically replaced by the system when the draft of the contract is printed;
- 5.2.3.6.73 Allow digital signature on the following documents: Acquisition Worksheet, Comparative Map, Pre-Authorization, Declaration of Fiscal Responsibility, Declaration of Common Goods and / or Services, Process Authorization Document, Result Calculation Map, Standard Notice Statement and Purchase Request, from Certifying, Caixa Econômica Federal or Serasa certifiers;
- 5.2.3.6.74 Allow to display for selection only the suppliers registered in the Supplier Registration Module;
- 5.2.3.6.75 Allow the selection of suppliers, by the supplier's corporate name, or by the CNPJ / CPF number (Supplier Registration Module);
- 5.2.3.6.76 Allow to disclose the budget request, automatically via e-mail, to all selected suppliers;
- 5.2.3.6.77 Allow the selected supplier to inform quotation prices through a link available on the Agency's website, using its unique password (Supplier Registration Module);
- 5.2.3.6.78 Allow the issuance of the Supplier Registration Status Document (Supplier Registration Module) to be made available;
- 5.2.3.6.79 Allow to consider as tied the items that are ranked first, according to the defined ranking order;
- 5.2.3.6.80 Allow to maintain, on-line, the results of each purchase, for a minimum period of 5 years;
- 5.2.3.6.81 Allow to maintain the bank of notices, allowing to consult all the documents used in its acquisition process;
- 5.2.3.6.82 Allow to consult the documents contained in the bank of public notices, according to the Type of: contracting, type, purchasing unit, period of occurrence of the process, or number of the public notice or number of the acquisition process.
- 5.2.3.6.83 Allow the purchasing unit to obtain a list of the procurement processes that are already classified as bidding and that are in the phase available for bidding on the purchasing module.
- 5.2.3.6.84 Allow any changes in the bidding data to be automatically communicated via email to interested parties who have withdrawn the notice;

5.2.3.6.85 Allow to generate electronic protocol in the sending of documents by the supplier to which it refers: Proposals, Challenges, Resources and Counter-reasons;

5.2.3.6.86 Allow the exclusion of the bidding process until there is no price survey.

### **5.2.3.7 ITEM 7 - Direct Purchase Module**

5.2.3.7.1 Allow to make direct purchase consultation available for suppliers to register their proposals;

5.2.3.7.2 Allow sending e-mail to suppliers that have the industry related to the published consultation, inviting them to register their prices;

5.2.3.7.3 Allow the flow definition of the bidding waiver process, through a visual flow definition panel, configured according to the administration's need;

5.2.3.7.4 Allow to generate the report of notified suppliers, ensuring that the publicity of the consultation was carried out;

5.2.3.7.5 Allow to insert attachments in the consultation of the direct purchase;

5.2.3.7.6 Allow parameterization of the display or not, of the lowest price offered when another proposal is being made;

5.2.3.7.7 Allow the printing of all proposals launched;

5.2.3.7.8 Allow the generation of the electronic protocol in the sending of Direct Purchase proposals;

5.2.3.7.9 Allow automatic calculation of the result after the end of the proposal launch;

5.2.3.7.10 Allow electronic signature of the purchase result of ICP Brasil certifiers.

### **5.2.3.8 ITEM 8 – Electronic Reverse Auction Module**

5.2.3.8.1 Allow importing of the purchase process data to compose the electronic auction;

5.2.3.8.2 Allow participation in the trading session, using a password, only from a previously accredited supplier (Supplier Registration Module);

5.2.3.8.3 Allow the auctioneer to open the public session (dispute room), according to the date, time and place defined in the summoning instrument;

5.2.3.8.4 Allow the auctioneer to select the lot for dispute;

5.2.3.8.5 Allow the auctioneer to start the lot dispute;

5.2.3.8.6 Allow to register / make available the information regarding the bidder's participation in the bidding process: Value of each bid, Time of each bid, Date of each bid, Best bid of each bidder, Best bid dispute, Number of participants, Lot status, Situation of the bidder, visualization of messages that occurred in the public session, prohibit the identification of the bidder during the bidding dispute, creating an identifier, only known by the bidder;

5.2.3.8.7 Allow the auctioneer to manifest, by sending a message, during the bidding dispute;

5.2.3.8.8 Allow bidders to follow up on the bidding dispute;

5.2.3.8.9 Allow accredited suppliers to place their bids;

5.2.3.8.10 Allow the auctioneer to view / track the best bidding each bidder and their respective values and schedules;

5.2.3.8.11 Allow to validate the bids of bidders whose values are lower than the last bid that was previously registered by him;

5.2.3.8.12 Allow the auctioneer to cancel a bid;

5.2.3.8.13 Allow notifying bidders, via screen messages, when a bid is canceled;



- 5.2.3.8.14 Allow to automatically inform bidders during the course of the public session, in real time, the lowest bid amount that has been submitted by other bidders, identification of the bid holder is prohibited;
- 5.2.3.8.15 As long as the system is accessible, allow bids to continue to be offered by bidders, even if the auctioneer is disconnected.
- 5.2.3.8.16 Allow to project the screens with the proposals and bids presented during the trading session;
- 5.2.3.8.17 Allow to register the sessions for greater legal security in relation to the acts performed during the trading session;
- 5.2.3.8.18 Allow notifying bidders through messages on the screen when the normal time for the dispute has ended.
- 5.2.3.8.19 Allow notifying bidders, via screen messages, when the random time starts.
- 5.2.3.8.20 Allow the auctioneer to activate the random time activation, per batch;
- 5.2.3.8.21 Allow notifying the bidders, via an intermittent message on the screen, that the dispute is in random time;
- 5.2.3.8.22 Allow to end the bidding stage of the public session automatically after the random time has ended;
- 5.2.3.8.23 Allow the bid to be classified as deserted if there is no participant;
- 5.2.3.8.24 Allow the bid to be classified as a failure if all bidders are disqualified / disabled;
- 5.2.3.8.25 Allow the registration of the qualification, for the best classified supplier, including:
- Bidding number.
  - CGC supplier / legal person, CPF individual.
  - Enabled situation.
  - Qualification date.
  - Identification of the person responsible for registration.
- 5.2.3.8.26 Allow to record the disablement, for the disabled supplier, including:
- Bidding number.
  - CGC supplier / legal person, CPF individual.
  - Disabled situation.
  - Date of disqualification.
  - Reason for disqualification.
  - Identification of the person responsible for registration.
- 5.2.3.8.27 Allow to go back to the negotiation / classification phase when disabling the best classified bidder's documentation;
- 5.2.3.8.28 Allow the auctioneer to declare the winning bidder and the respective value offered.
- 5.2.3.8.29 Allow the auctioneer to award the lot to the winning bidder, who has submitted the best bid or proposal or counter offer and has been qualified.
- 5.2.3.8.30 Allow the opening of a period for the manifestation / filing of an appeal, after declaring the winner.
- 5.2.3.8.31 Allow to register the manifestation of the intention to appeal, observing the legal deadline and the one established by the auctioneer, including:
- Bidding number.
  - Company name.
  - CNPJ of the supplier.
  - Description of the grounds for appeal.

- Date and time of receipt.
  - Identification document.
  - User responsible for registration.
- 5.2.3.8.32 Allow recording of result, deferral, rejection, of appeals and counter appeals.
- 5.2.3.8.33 Allow registering registered or disabled suppliers through resources:
- Bidding number.
  - Date and reason for enabling / disabling.
  - User responsible for registration.
- 5.2.3.8.34 Allow approval of the items or lots of items awarded.
- 5.2.3.8.35 Allow partial homologation of the bid.
- 5.2.3.8.36 Allow to keep items or batches of items not approved open.
- 5.2.3.8.37 Allow consultation of bids by filtering the following information:
- Bidding method
  - Provider
  - Status of proposals
  - Requesting unit
  - Period
  - Object.
- 5.2.3.8.38 Allow to record, in the dispute minutes, the procedures resulting from the bidding dispute.
- 5.2.3.8.39 Allow to systematize the differentiated treatment to ME / EPP / Cooperatives as provided in LC 123/06.
- 5.2.3.8.40 Allow to register the acts resulting from the judgment of the bids / proposals of the bidders, in the minutes of the judgment.
- 5.2.3.8.41 Allow the auctioneer to send a request to submit a counter price proposal directly to the bidder who has submitted the lowest bid or proposal.
- 5.2.3.8.42 Allow the bidder to present / forward the counter proposal.
- 5.2.3.8.43 Allow the auctioneer to examine subsequent bids, in order of classification, if the lowest bid or the new price offered in the counter offer is not acceptable.
- 5.2.3.8.44 Allow to call the remaining bidders, in the order of classification, when the lowest bid is not accepted.
- 5.2.3.8.45 Allow consultation of the supplier registry (Supplier Registration Module), for the best classified bidder with the option to issue the information consulted.
- 5.2.3.8.46 Allow to issue minutes with the phases that occurred during the trading session.
- 5.2.3.8.47 Allow to register / issue receipt of funds and against appeal including:
- Bidding number.
  - Supplier's CNPJ, corporate name.
  - Description of the grounds for appeal.
  - Date and time of receipt.
  - Identification document.
  - User responsible for registration.
- 5.2.3.8.48 To make available to the requesting purchasing unit, through the bidding module, all the information necessary for the preparation of the minutes, the contract and the commitment.
- 5.2.3.8.49 Allow the consultation of all messages registered during the bidding process.
- 5.2.3.8.50 Allow consultation of all acts recorded in all minutes.

- 5.2.3.8.51 Make all records made during the process available for consultation.
- 5.2.3.8.52 Allow the registration of proposals with the respective technical files, catalogs and documents required in a public notice, keeping their confidentiality until the bid opening phase of the auction and in other phases of the auction where documents are required.
- 5.2.3.8.53 Allow in the same trading session the creation and execution of differentiated lots (micro and small companies are benefited), exclusive (only micro and small companies participate) and without differentiation (no beneficiary participant).
- 5.2.3.8.54 Allow the execution of several simultaneous auctions with visualization and automatic generation of the minutes and availability for public monitoring.
- 5.2.3.8.55 Allow visibility of the percentage of savings while bids are made, allowing the auctioneer to monitor the economy in real time at each bid and at each stage;
- 5.2.3.8.56 Allow the winner's proposal to be viewed with its documents according to the specific phase, avoiding sending physical documents to the conference;
- 5.2.3.8.57 Allow parameterization for the automatic control of the time for appeal interposition, where after the time, the auctioneer may accept or not the interposition made by the supplier.
- 5.2.3.8.58 Allow the supplier to register the appeal and counter-claim electronically.
- 5.2.3.8.59 Allow to approve several batches simultaneously.
- 5.2.3.8.60 Allow from an existing option in the opening screen of the trading session to change the members of the commission that will carry out the trading session.
- 5.2.3.8.61 Allow suppliers to adhere to the value of the winning bidder for the price registration session.
- 5.2.3.8.62 Allow to generate electronic protocol in the submission of Electronic Auction proposals, Electronic Auction resources and Electronic Auction Counter-reasons;
- 5.2.3.8.63 Electronic trading system must be approved by the International Bank for Reconstruction and Development (IBRD) to make purchases with amounts financed by this institution.

#### **5.2.3.9 ITEM 9 - Price Registration Module**

- 5.2.3.9.1 Allow the management of the entire procedure related to the price registration since the consumption forecast, bidding and automatic generation of the items of the minutes;
- 5.2.3.9.2 Allow the selected agencies to be aware of the initial opening of the planning of the selected items and the deadline for them to send their estimates;
- 5.2.3.9.3 Allow the agencies to register and total their needs for goods and services, for planning and carrying out the bidding process for the composition of the minutes;
- 5.2.3.9.4 Allow all answered forecasts to be part of the generation of the estimation map;
- 5.2.3.9.5 Allow the automatic import of the items that will compose the purchase spreadsheet of the purchase process of the price register, avoiding rework and failures;
- 5.2.3.9.6 Allow the automatic classification of the suppliers that adhered to the price of the winning supplier of the event, allowing that in the management of the minutes if the holder supplier is unable to supply, the next classified can assume;
- 5.2.3.9.7 Allow each use of the item, automatically control the stock of the minutes and the body;
- 5.2.3.9.8 Allow chargebacks, transfer of stock between the participants of the minutes, ensuring transparency and reliability;
- 5.2.3.9.9 Allow the flow definition of the process of using the price record minutes, through a visual flow definition panel, configured according to the administration's need;

- 5.2.3.9.10 Allow the adhesion of any public administration body or entity not participating in the minutes, obeying the limit provided for in State Decree n° 11.319, of February 13, 2004;
- 5.2.3.9.11 Allow control in the addition of the items of the minutes pursuant to § 1 of article 65 of Law No. 8,666, realignment of prices and blocking of the items of the minutes when necessary;
- 5.2.3.9.12 Allow requests to use the minutes and online releases by issuing a digitally signed usage order;
- 5.2.3.9.13 Allow the generation of consumption management reports by minutes, product, item, source of funds, agency, supplier and economy of what was planned and accomplished;
- 5.2.3.9.14 Allow full or partial reversal of the order of use items;
- 5.2.3.9.15 Allow digital signature of the usage order, consumption forecast, quantitative research and usage order through the certifiers: ICP Brazil Certifier.
- 5.2.3.9.16 Allow reclassification in the Price Registration Act of suppliers that adhered to the price of the winning supplier of the event, if the holder supplier is unable to supply the item;
- 5.2.3.9.17 Allow the CNPJ to be changed from headquarters to branch or from branch to headquarters of the supplier holding the Price Record Minutes if necessary, as permitted in item I of art. 58 of Law No. 8,666 / 93;
- 5.2.3.9.18 Allow the exclusion of the use process from the Price Record Minutes until there is no use order;
- 5.2.3.9.19 Allow to automatically control the balance of the minutes, based on the use of Complementary Law No. 147/2014.

### **5.2.3.10 ITEM 10 - Price Bank Module**

- 5.2.3.10.1 Allow an updated price bank
- 5.2.3.10.2 Allow to keep a record of the price types (ex: Price of the last purchase, price record, price search).
- 5.2.3.10.3 Allow the preparation of a budget, identifying the organizational unit, the person in charge and the opening date.
- 5.2.3.10.4 Allow to retrieve from the Materials and Services Registration Module, when composing the budget, the description of the items of material or group of materials or services, by keyword search.
- 5.2.3.10.5 Allow to recover only material item with active status in the Materials and Services Registration Module.
- 5.2.3.10.6 Allow to consult the specification of the material / service item, of the Material and Services Registration Module.
- 5.2.3.10.7 Allow to include an unlimited number of material / service items, as long as it does not occur in duplicate.
- 5.2.3.10.8 Allow to change the item of material / service, as long as it does not occur in duplicate.
- 5.2.3.10.9 Allow deleting the material / service item.
- 5.2.3.10.10 Allow to inform / change the quantity to be budgeted for the material item.
- 5.2.3.10.11 Allow informing / changing the quantity to be budgeted for the service.
- 5.2.3.10.12 Allow the units of acquisition of the service item to be recovered from the Materials and Services Registration Module, to be included in the budget.
- 5.2.3.10.13 Allow to retrieve in the Supplier Registration Module the suppliers indicated for the budget, according to the supply lines associated with the selected material / service items.

5.2.3.10.14 Allow to open the price search with all material / service items of the budget, for all the indicated suppliers.

5.2.3.10.15 Allow to establish tolerance period for the supplier to answer the collection.

5.2.3.10.16 Allow to register and change, in the price bank, the information of the collections not elaborated via internet.

5.2.3.10.17 Allow to consolidate the sum of the values of the collection items with the total value of the collection.

5.2.3.10.18 Allow to set the final date for sending the budget.

5.2.3.10.19 Allow to define which 'types of prices' (eg: Price of the last purchase, price register, price survey), which will participate in the automatic composition of prices, material and service items.

5.2.3.10.20 Allow the prices to be registered in the price bank, originating from the proposals presented in the bidding, to be registered only after the approval of the price proposals judgment phase.

5.2.3.10.21 Allow to consult the price map of a material / service item from the price bank.

5.2.3.10.22 Allow to inform the indicated suppliers for the budget, through email.

5.2.3.10.23 Allow deleting the budget only if there is no collection linked to it.

5.2.3.10.24 Allow to generate electronic protocol when sending price research quotations.

### **5.2.3.11 ITEM 11 - Results Panel Module - it is a module that is contemplated in SIGA, only the need for its customization**

5.2.3.11.1 Provide cube-based OLAP technology with automatic synchronization and advanced statistical analysis functions;

5.2.3.11.2 Allow the user to create and save their multidimensional analyzes, present the data in tables and graphs format, export the data and graphs in Excel and PDF format;

5.2.3.11.3 Allow multidimensional analysis with the following Cubes:

- Shopping;
- Acquisitions Cube;

5.2.3.11.4 With Dimensions: (Expense Item, Opening Date, Closing Date, Supplier, Expense Group, Purchase Item, Acquisition Modality, Municipality, Object, Bidding Status and Body);

5.2.3.11.5 With the Metrics: (Number of items, Number of Processes, Expected Value, Realized Value and Economics);

5.2.3.11.6 Cube trading sessions

5.2.3.11.6.1 With Dimensions: (Opening Date, Purchase Item, Lot, Modality, Auction, Proposal, Ranking, Lot Result, Auction and Body Situation); with the Metrics: (Lot Quantity, Participating Quantity, Winning Participants, Auction Quantity and Suspended Auction Quantity);

5.2.3.11.7 Cube Price Record

5.2.3.11.7.1 With Dimensions: (Expense Item, Authorization Date, Supplier, Expense Group, Purchase Item, Municipality, Object and Organ); with the Metrics: (Number of items, Number of Processes, Number of Authorizations and Acquired Value);

5.2.3.11.8 Notice Cube

5.2.3.11.8.1 With Dimensions: (Publication Date, Notice, Supplier, Modality, Municipality and Agency); with the Metrics: (Number of Challenges, Quantity Withdrawn);

5.2.3.11.9 Allow analysis with the following pre-defined Dashboards:

5.2.3.11.9.1 Main Panel: Present a graphical comparison of the value and quantity of purchases by modality of acquisitions, a graphical comparison of economic value by modality of acquisitions, a graphical comparison of value and quantity by form of purchase in the current year, by form of acquisition in the last 6 years, comparative graph of value and quantity of purchases of Materials X Services and comparative graph of value and quantity of acquisitions by body and form of purchase;

5.2.3.11.9.2 Economics Dashboard allows you to graphically view the Economics values by mode, it also allows you to graphically view the Economics values by period, showing, according to the selection, the values by year or month;

5.2.3.11.9.3 Purchase Item Dashboard allows you to graphically display the total number of bids per Purchase Item, also allows you to view the Supplier Dashboard value graphically, displays the total number of bids per Supplier, also allows the graphic display of the total value bid by Supplier;

5.2.3.11.9.4 Total purchases per Purchase Item;

5.2.3.11.9.5 Organ Dashboard allows graphical display of the total number of bids per Organ, also allows the visualization, graphically, of the total amount bid by Organ;

5.2.3.11.9.6 Period Dashboard allows graphically displaying the total number of bids per Period, and also allows you to view, graphically, the amount made by Period. A table is presented containing the following information: Year, Month, Number of Processes, Expected Amount, Realized Amount and Economics ratio (value and percentage) between these two values;

5.2.3.11.9.7 Average Time Dashboard allows visualization, in graphical form, of the average time (in days) of bids by modality, also allowing the visualization, in graphical form, of the average time (in days) of bids, presenting, according to the selection, the values per year or month;

5.2.3.11.10 All dashboards allow visualization, in a graphical form, of the Economics values, presenting, according to the selection, the Total Number of Processes, the Total Estimated Value, the Total Realized Value and the Economics ratio (value and percentage) between these two values:

5.2.3.11.10.1 Contracts;

5.2.3.11.10.2 Cube Contracts;

5.2.3.11.11 With Dimensions: (Contract, Signature Date, Effective Date, Effective Date, Publication Date, Supplier, Municipality, Agency, Type / Subtype, Document Type); with the Metrics: (Initial Contract Amount, Contract Amount, Committed Amount, Certified Amount, Settled Amount, Amount Paid);

5.2.3.11.12 Financial Contracts Cube;

5.2.3.11.12.1 With Dimensions: (Year of Transaction, Contract, Budget Allocation, Commitment, Supplier; Month of Transaction, Organ, Type / Subtype); with the Metrics: Appropriation Value; Value Commitment; Attested Value; Settled Value; Amount paid.

5.2.3.11.13 Physical Contracts Cube;

5.2.3.11.13.1 With Dimensions: (Year End Measurement, Contract, Supplier, has Contract, Measurement, Month End Measurement, Contract Number, Agency, Type / Subtype); with Metrics: Quantity Executed; Planned Quantity; Executed Value; Planned Value; Percentage Right.

5.2.3.11.14 It allows analysis with the following pre-defined Dashboards:

5.2.3.11.15 Main Panel: Present the quantity and value of current contracts, graphic comparison of the value and quantity of contracts signed in the last years, of contracts signed by type, graphic comparison of contract value, committed, settled and paid in the last 2 years and graphic comparison of value and quantity of contracts per agency;

5.2.3.11.16 Financial Dashboard allows filtering the information presented by: Agency, Installment Expiration Date (Year), Type of Acquisition and Contract Number, presenting them in the form of a graph;

5.2.3.11.17 Financial Dashboard allows visualization, in graphical form, of the values of endowment, commitments, attestations, settled and paid, per month;

5.2.3.11.18 Physical Dashboard allows filtering the information presented by: Agency, Final Measurement Period (Year), Type of Acquisition and Contract Number, presenting them in the form of a graph;

5.2.3.11.19 Physical Dashboard allows visualization, graphically, of the executed and planned values, per month;

5.2.3.11.20 Allow viewing the numerical value by clicking on the desired column and it is presented in a mobile text box by organ;

5.2.3.11.21 Depreciation by Accounting Account Panel: Present the quantity and value of all real estate in the state and third parties. Allow graphical display of the quantity and value of real estate by year, month of acquisition and book account;

5.2.3.11.22 Acquisition Modality Panel: Present the quantity and value of all real estate in the state and third parties. Allow the visualization in graphical form of the quantity and value of the real estate by Modality of Acquisition;

#### **5.2.4 DETAILS OF GROUP 2 - Training Service**

5.2.4.1 It consists of training the servers listed in this CLIENT's staff, who will carry out the operation of the contracted systems.

5.2.4.2 The CONSULTANT must have the on-site and online training modality for each module of the contracted system, as shown in the table in item 5.2.4.9.

5.2.4.3 The CONSULTANT must prepare, together with the CLIENT, the training schedule for each module of the contracted system, thus giving rise to the due planning for the formation of classes and the due call of the participants by the CLIENT.

5.2.4.4 The CONSULTANT must make available to the CLIENT all didactic material of the face-to-face training, in digital format, as well as the training plan that will be given.

5.2.4.5 The presential training should be carried out at the CLIENT's premises, which will be responsible for summoning the participants, in addition to providing all the infrastructure (location, computers and Internet access) necessary for the training.

5.2.4.6 The Service Order for the training will be opened 10 (ten) days before the scheduled date for its execution.

5.2.4.7 The CLIENT will provide the infrastructure (physical space, computers and Internet access) necessary for face-to-face training, and the CONSULTANT must specify in advance the minimum requirements for the equipment to be used and verify that the infrastructure provided is adequate;

5.2.4.8 All expenses with material, food, printing will be the responsibility of the CONSULTANT. The CLIENT will be responsible for the physical space where the face-to-face training will take place.

5.2.4.9 The trainings related to items 1 to 5 in Group 2 are described in the following table:

GROUP/ITEM	MODULE	MODALITY	WORKLOAD	PARTICIPANTS	CLASSES
Group 2 Item 1	System Administration and Operation	Presential	32 hours	5	2
Group 2 Item 2	Purchasing Plan	Presential	8 hours	20	3
Group 2 Item 3	Shopping request	Presential	8 hours	20	3
Group 2 Item 4	Public Procurement Manager Systems	Presential	48 hours	20	3
Group 2 Item 5	Supplier management	Presential	12 hours	20	3
Group 2 Item 6	BI Scoreboard Module	Presential	8 hours	20	3
Group 2 Item 7	Training Suppliers	On-line	4 hours	20	-

## 6. FORM OF REMUNERATION OF DEVELOPMENT UNDER DEMAND

6.1 The CONSULTANT's remuneration must occur at the end of each phase and according to the respective percentage, after the positive result of each approval, as follows:

1. Implementation of the System 14%;
2. Customization of the Public Procurement Plan 08%;
3. Customization of Purchase / Service Request 06%;
4. Customization Public Procurement Management System 09%;
5. Supplier Registration Module Customization 06%;
6. Customization and Procurement Module 06%;
7. Customization Direct Purchase Module 06%;
8. Customization of Electronic Reverse auction Module 10%;
9. Customization Price Registration Module 06%;
10. Customization of Price Bank Module 06%;
11. Customization of Results Panel Module 06%;
12. Training 17%

## 7. WARRANTY FOR PRODUCTS DEVELOPED

7.1 Defects that occur during the normal operation of the product and behavior that are not in accordance with the established requirements or the specifications of the software are considered defects.

7.2 The CONSULTING company must present guarantees of operation of the products developed for a period of 6 (six) months, counting from the date of its definitive receipt, committing itself to make the necessary corrections, without additional burden to the CLIENT, during this period. This period will serve for the CLIENT's assessment of the artifacts received,



when the adherence to the standards, consistency and stability of the delivered products will be verified.

7.3 During the 6 (six) month period mentioned above, any defect in the products or non-compliance with the specified requirements must be repaired at no cost to the CLIENT. The warranty must include all products developed and all tools used, whether free or licensed.

7.4 The CONSULTANT is not obliged to guarantee the products that are altered by the CLIENT during the validity of the warranty period.

## 8 DELIVERY TIMES

8.1 The beginning of the execution of the contracted objects will be carried out within the following deadlines:

DEADLINES	ACTIONS TO BE TAKEN	RESPONSIBLE
	Contract signature	CLIENT CONSULTANT
1st business day after the contract signature date	Convene Initial Meeting	CLIENT
Up to 10 working days from the date of signing the contract	Hold Initial Meeting	CLIENT CONSULTANT
	Formal presentation by the Contract Manager and the Representative	CLIENT CONSULTANT
	Delivery of the Execution Plan	CLIENT
	Delivery of the Term of Commitment and Term of Science	CLIENT CONSULTANT
Up to 10 working days from the date of signing the contract	Contractual Transition Team Allocation	CONSULTANT
Up to 10 calendar days from the date of signing the contract	Knowledge transfer and provision of information necessary for contractual performance	CLIENT
	Delivery of teams' implementation plan.	CONSULTANT
	Delivery of Technical Activity Report (RTA), on an experimental basis, with the result of indicators based on historical data on the provision of services, when feasible.	CONSULTANT
Up to 10 calendar days, counted from the date of signature of the contract, and after completion of all previous steps	Routing of Service Orders (continued and specific)	CLIENT
	Approval of Service Orders	CONSULTANT
	Start of Service Delivery	CONSULTANT
	Constitution of Teams	CONSULTANT
Up to 100 days of contract, counted from the first measurement of the service	Period of stabilization and adjustments during which the indicators / targets may be made more flexible by the CLIENT	CONSULTANT

8.2 The delivery times for the products are those provided for in the physical-financial schedule of the project, as shown in the table below:

ITEM	SERVICE DESCRIPTION	MESES PARA EXECUÇÃO											
		X	X										
PRODUCT 01	System Deployment	X	X										

PROD UCT 02	Customization of the Purchase Plan	X	X										
PROD UCT 03	Purchase / Service Request Customization	X	X										
PROD UCT 04	Public Procurement Management System Customization	X	X										
PROD UCT 05	Supplier Registration Module Customization	X	X										
PROD UCT 06	Customization and Procurement Module	X	X										
PROD UCT 07	Customization and Procurement Module			X	X								
PROD UCT 08	Customization Direct Purchase Module.			X	X								
PROD UCT 09	Electronic Reverse auction Module Customization			X	X								
PROD UCT 10	Price Registration Module Customization			X	X								
PROD UCT 11	Price Bank Module Customization			X	X								
PROD UCT 12	Results Panel Module Customization				X	X	X						
PROD UCT 13	TRAINING - System Administration and Operation					X	X	X	X	X	X	X	X
PROD UCT 14	TRAINING - Purchasing Plan					X	X	X	X	X	X	X	X
PROD UCT 15	TRAINING - Purchase Request					X	X	X	X	X	X	X	X
PROD UCT 16	TRAINING - Public Procurement Management System					X	X	X	X	X	X	X	X
PROD UCT 17	TRAINING - Supplier Management System					X	X	X	X	X	X	X	X
PROD UCT 18	TRAINING - BI Results Panel System					X	X	X	X	X	X	X	X
PROD UCT 19	TRAINING - Suppliers Online Training					X	X	X	X	X	X	X	X

## 9. QUALIFICATION OF THE TECHNICAL TEAM

9.1 This item defines the profiles of the professionals of the CONSULTANT's teams who will maintain a direct relationship with the CLIENT. Other profiles may be added to the teams at the CONSULTANT's discretion.

9.2 In order to guarantee quality in the service performed and modernize the IT Management methodologies, the CONSULTANT must maintain qualified employees in the functional areas, so that the CLIENT can obtain the shortest response time for any requests.

9.3 It is the CONSULTANT's responsibility to dimension, manage and define its human resources to carry out the services specified in this Term of Reference, having mastery of the technologies used by the CLIENT.

9.4 For the qualification in knowledge required to perform the services, certificates of participation in courses and / or certifications issued by specialized certifying institutions will be required.

9.5 The CLIENT may, if it considers that the indicated professionals do not present a satisfactory technical level or even maintain inappropriate behavior in the work environment, at any time, request its replacement, which must occur within a maximum period of thirty consecutive days.

9.6 The professionals may be replaced at any time by the CONSULTANT, as long as the substitutes have the requirements established in this Term of Reference, and the supporting documentation of qualification must be forwarded to the Contract Inspector up to two working days before the date scheduled for commencing their activities.

9.7 Failure to prove the qualification of these professionals within the deadlines provided for in this Term of Reference may characterize, except for reasons of force majeure, partial non-performance of the contract.

9.8 Within up to 10 calendar days, counted from the date of signature of the contract, prior to the initiation of services, the CONSULTANT must present the implementation plan and the dimensioning of the teams that will be allocated to provide the services.

9.9. The replacement of the professionals indicated during the execution of the contract will only be allowed by others with qualifications equal to or greater than those required in this Term of Reference.

9.10 The CONSULTANT must maintain the minimum professional qualifications required, even though it is necessary to constantly renew those that have limited validity, during the entire term of the contract, without any additional burden for the CLIENT.

9.11 The “Minimum Dimensioning” required corresponds to the number of professionals that must be allocated by the CONSULTANT in the respective items of the IT system, to guarantee the execution of the contracted services, respecting the rules for sharing professionals established in this Term of Reference.

9.12 The CONSULTANT must have in its technical staff the following technicians, with the following necessary academic qualifications:

Professional	Formation	Experience
Project manager	Higher level course, duly recognized by MEC, in at least one of the following degrees: Systems Analysis, Data Processing, Computer Science or related areas in Information Technology or Higher level course, duly recognized by MEC, in any area , accompanied by a stricto and / or broad sense postgraduate course certificate in the Information Technology area of at least 360 hours, provided by an institution recognized by MEC.	Minimum experience of 3 years as a project manager, duly proven.
System analyst	Curso de nível superior, devidamente reconhecido pelo MEC, em pelo menos uma das seguintes graduações: Análise de Sistemas, Processamento de Dados, Ciência da Computação ou áreas afins a Tecnologia da Informação ou Curso de nível superior, devidamente reconhecido pelo MEC, em qualquer área, acompanhado de certificado de curso de pós-graduação stricto e/ou lato senso na área de Tecnologia da Informação de, no mínimo, 360 horas, fornecido por instituição reconhecida pelo MEC.	Minimum experience of 3 years as a systems analyst, duly proven.
Developers	Curso de nível superior, devidamente reconhecido pelo MEC, em pelo menos uma das seguintes graduações: Análise de Sistemas, Processamento de Dados, Ciência da Computação ou áreas afins a Tecnologia da Informação ou Curso de nível superior, devidamente reconhecido pelo MEC, em qualquer área, acompanhado de certificado de curso de pós-graduação stricto e/ou lato senso na área de Tecnologia da Informação de, no mínimo, 360 horas, fornecido por instituição reconhecida pelo MEC.	Minimum experience Minimum experience of 3 years as a Web Developer on Java and NodeJS platforms, duly proven.
Database manager	Higher education, undergraduate or graduate, in Information Technology or related areas with a diploma provided by an institution recognized by the Ministry of Education (MEC);	Minimum proven experience of 03 (three) years in Data Administration Oracle, Postgres and Microsoft Sql Server.

9.13 All professionals on the CONSULTATOR's key team must be fluent in Portuguese.

9.14 The CONSULTANT's technical team that will maintain a direct relationship with the CLIENT must be formed by the profiles described in this section. Other profiles may be added to the team at the CONSULTANT's discretion.

## **10.INPUTS PROVIDED BY THE CUSTOMER**

10.1 The following inputs will be made available:

- Information existing in the Piauí State Secretariat for Administration and Welfare about the Diagnosis carried out within the scope of the Project;
- Access to studies and documents related to the proposed activities;
- Access to communication media and computer equipment;
- Room for carrying out work with the equipment and materials necessary for the development of services.
- Information from other bodies but pertinent to the Project and the execution of this Consultancy will be provided by the institution that holds the information.
- All travel expenses, transportation for the consultant to travel to carry out his planned activities and linked to the contract, meals, training, didactic material and others, will be borne by the CONSULTANT.

## **11. KNOWLEDGE TRANSFER AND CONTRACTUAL TRANSITION**

11.1 The transfer of knowledge, in the use of the solutions developed by the CONSULTANT, must be made possible, without additional costs for the CLIENT, according to the Knowledge Transfer Plan (which will be part of the System Implementation Plan) provided by the CONSULTANT during the Homologation Phase in specific knowledge transfer events, preferably in an environment provided by the CONSULTANT, and based on technical documents and / or manuals specific to the system developed. The schedule and times of the events must be previously approved by the CLIENT.

11.2 The CONSULTANT must describe the methodology, according to the Knowledge Transfer Plan, which will be used to transfer knowledge to the CLIENT's technicians, who may be multipliers of the knowledge transferred to other technicians or to end users.

11.3 The transfer of knowledge, directed to the technicians indicated by the CLIENT, should be focused on the adopted system, so that there is a transfer of knowledge of the technology used in the entire process of development of the system. At the end of the transfer, CLIENT technicians must be trained to perform the installation, maintenance and evolution of the system's functionalities.

11.4 In the event of a new bidding process, with a change in the service provider, the CONSULTANT signatory of the contract in the expiration phase, thus considering the period of the last three months of validity, must pass on to the winner of the new event, through a formal event, the documents continuity in the provision of services is necessary, as well as

clarifying doubts regarding procedures in the relationship between the CLIENT and the CONSULTANT.

## **12. COPYRIGHT**

12.1 The CLIENT's development environment can be fully replicated in a CONSULTANT's safe environment, in homologation and production, and it is the responsibility of the CONSULTING company to bear all licensing and guarantee expenses in order to keep the environments identically replicated and legalized.

12.2 Make the CLIENT available at the end of the contract or as required, the documentation, source code and documentation listed below:

- Business Rules Document;
- Glossary;
- Architecture document;
- Data dictionary;
- Logical Data Model;
- Physical Data Model;

## **13. BASIC SAFETY PROCEDURES**

13.1 The minimum basic security procedures required by the CONSULTANT are:

13.1.1 Accredite the CLIENT, its professionals authorized to retrieve and deliver documents, as well as those who may be designated to provide services on the CLIENT's premises;

13.1.2 Identify any company equipment that will be installed on the CLIENT's premises, using asset control plates, security seals, etc;

13.1.3 To ensure that its employees maintain absolute confidentiality regarding information, data and documents that are part of the services to be performed, including by signing a term of responsibility and maintaining their own confidentiality, similar to that available to the CLIENT;

13.1.4 Strictly observe all safety rules and procedures implemented in the CLIENT's Information Technology environment;

13.1.5 Adopt appropriate criteria for the selection process of professionals, with the purpose of avoiding the incorporation of people with characteristics and / or background that could compromise the security or credibility of the CLIENT;

13.1.6 Communicate to the CLIENT at least 3 (three) days in advance any occurrence of transfer, relocation or dismissal, in order to provide for the revocation of all privileges of access to the CLIENT's systems, information and resources, possibly made available for the performance of services contracted;

13.1.7 Maintain confidentiality on all CLIENT information and process assets; and the CONSULTANT that refer to the CLIENT.

13.2 The CONSULTANT must maintain absolute secrecy about any data, information, source codes, artifacts, contained in any documents and in any media, of which it becomes aware during the execution of the works, and cannot, under any pretext, disclose, reproduce or use ,

under penalty of law, regardless of the classification of confidentiality given by the CLIENT to such documents.

13.3 The CONSULTANT may not disclose any information to which it has access due to the work to be performed or which it has become aware of as a result of the execution of the object, without written authorization from the CLIENT, under penalty of applying the applicable sanctions, in addition to payment of damages.

13.4 Each professional must sign a term of responsibility and confidentiality, committing himself not to disclose any matter dealt with on the CLIENT's premises or at his service, unless expressly authorized.

13.5 Each CONSULTANT professional must sign a term of commitment declaring total compliance with the current safety standards, or that may be implemented, at any time, by the CLIENT.

#### **14. CONFIDENTIALITY AND SECURITY OF INFORMATION**

14.1 The CONSULTANT must maintain absolute confidentiality about any data and information contained in any documents and in any media, of which it becomes aware during the execution of the works, and cannot, under any pretext, disclose, reproduce or use, regardless of the classification of confidentiality conferred by the Maranhão State Government to such documents.

14.2 The CONSULTANT may not disclose any information to which they have access as a result of the work to be performed or which they have become aware of as a result of the execution of the object of the contract, without the written authorization of the Government of Maranhão, under penalty of sanctions being applied. applicable, in addition to the payment of compensation for losses and damages.

#### **15. CONTRACTING**

15.1 The CONSULTANT must present a proposal with the value of the services for each work process, including the implementation services, technical support and technology transfer of the work process.

15.2 The deadline for the opening meeting is estimated. The determination of the term will be established by the CLIENT on the date of signing the contract, respecting a minimum interval of five days after signing the contract.

15.3 The amounts to be paid to the CONSULTANT during the execution of the contracted services regarding the work processes will obey the following rules:

15.4 The contract will be valid for 12 (twelve) months and will be divided according to the characteristics of each service and deliveries made.

15.5 The CONSULTANT will provide services as described in this Term of Reference during the term of the contract.

15.6 The billing for this service will start from the delivery of work processes implemented in the bodies demanded by SEADPREV that are part of the direct and indirect public administration, according to Table 3: FINANCIAL SCHEDULE / DEVELOPMENT OF THE SERVICE / DEVELOPMENT, presented in this Term of Reference .

15.7 The first version that will be customized and parameterized of the system must be installed and made available on the CLIENT's equipment, within a maximum period of 120 days, counted from the receipt of the service order. The version must be in the test phase, within 90 (ninety) days, counting from the delivery of each version, during which the CONSULTANT must make adjustments and / or corrections in the modules according to the CLIENT's need. Being available to start the implantation procedures according to the service execution schedule, presented in this Term of Reference, the CONSULTANT may, at its discretion, negotiate new terms as long as justified and agreed between the parties.

15.8 Payments will be made for the contracted service duly provided for in the physical / financial schedule of the project, according to percentages defined in Table 1: Budgeted Percentage for SOFTWARE WORK PROCESSES - PTS.

15.9 Payment for contracted services must be made after the technical assessment and certification carried out by the contract inspectors and representatives of the CONSULTING company.

15.10 If any non-conformity is identified in the execution of the service execution schedule, the CONSULTANT and CLIENT representatives may redefine new deadlines by mutual agreement, not exceeding the total limit of 12 (twelve) months for the completion of the services described in the execution of the service.

15.11 Payment will be made according to the physical / financial schedule of the project, through collection through invoices for products and services issued by the CONSULTANT and after the issuance of an acceptance and certification term issued by the contract inspectors appointed by the CLIENT.

15.12 The CONSULTANT must carry out the procedures presented by the CLIENT in the Project Execution Schedule that must be followed faithfully by the CONSULTANT, the deadlines are for the totality of the work processes, being able to be revised according to the need of each process of the implanted software, in this in case the CLIENT must be consulted and the CONSULTANT must deliver a new planning, done together with the CLIENT.

15.13 The project execution plan must have the software work processes customized, parameterized and implemented in 12 (twelve) months of contract according to the functional requirements described in this Term of Reference.



## **16. OTHER OBLIGATIONS OF THE CONSULTING COMPANY**

### **16.1 FROM THE CONSULTANT:**

- 16.1.1 Provide all the specialized labor necessary to complete the execution of the object;
- 16.1.2 Fully comply with the execution of the object, developing the services always under the understanding of the CLIENT;
- 16.1.3 Take responsibility for damages or losses caused during the execution of the object;
- 16.1.4 To assume full responsibility for the fulfillment of the object, responding to the CLIENT and third parties for covering risks and losses;
- 16.1.5 Respond to the CLIENT and third parties for covering the risks of accidents at work by their employees, appointed or contracted, for all charges, charges, losses and / or damages that may result from the execution of the object;
- 16.1.6 License fees for the performance of services, dependent on any federal, state and / or municipal authorities, will be at the CONSULTANT's risk and expense;
- 16.1.7 The CONSULTANT's technicians must have knowledge and support in monitoring compliance with the rules established in the CLIENT's Information Security Policy, in addition to technical information related to the Government Procurement System (information on the production environment described);
- 16.1.8 Provide, at the time of signing the contract, means of contacts for the registration of calls, keeping them duly updated during the contractual term;
- 16.1.9 Accept, under the same contractual conditions, the additions or deletions that are necessary in the services, up to 25% (twenty-five percent) of the updated value of the contract;
- 16.1.10 Maintain, throughout the execution of the contract, all the conditions of qualification and qualification required in the contracting;
- 16.1.11 Present, when signing the contract:
  - 16.1.11.1 All documents that prove the hiring of the following professionals by the CONSULTANT: Project Manager, Systems Analyst, Software Architect, Implementer, Tester, Support Analyst and Database Administrator;
  - 16.1.11.2 Designation of the employee / manager responsible for monitoring and controlling the activities to be developed for the appropriate provision of services;
  - 16.1.11.3 Confidentiality Agreement, with notarized signature, of all those involved, directly or indirectly, in the Project, as well as in the case of replacement, during the term of the Contract;
- 16.1.12 Take responsibility for all human and physical resources related to the delivery of maintenance services;
- 16.1.13 Provide, within 5 (five) business days of signing the contract, a service management system, which allows the CLIENT to fully monitor requests for evolutionary and adaptive maintenance and support.
- 16.1.14 Accept the possibility that after implantation of the System, object of this Contract, the development of new functionalities will be added, considering the reference time / technique in the contract to be signed.

### **16.2 OF THE CUSTOMER**

16.2.1. Make available to the CONSULTANT all the documentation and information inherent to the contracted object;

16.2.2 Pay the CONSULTANT the price established in the contract;

16.2.3 Notify the CONSULTANT, in writing, of any irregularities that may occur, due to the execution of the object;

16.2.4 Coordinate, through the contract inspector, the execution of the object by the CONSULTANT, making the necessary contacts.

16.2.5 The CUSTOMER may NOT sell, transfer, assign, rent, or in any other way make the Government Procurement Systems available, in source or compiled code, to third parties, to the bodies of the direct and indirect administration of the State Government and bodies of the direct and indirect administration indirectly by City Halls and other State or Federal Powers without the consent of the MANUFACTURER who holds the Intellectual and commercial property.

## **17. PROPERTY**

17.1 The intended contract authorizes the implantation of the SIGLC in all organs of the direct and indirect administration of the Government of the State of Piauí, without any additional burden beyond the remuneration provided for in this Term;

17.2 All information generated in the scope of the execution of the services, in addition to being confidential, is the exclusive property of the CLIENT, and may be disclosed only with their express authorization, for specific and previously declared purposes.

## **18. GENERAL CONSIDERATIONS**

18.1 All parts, products and modules produced by the CONSULTANT, as a result of this Term of Reference, including originals and files in digital media, must be delivered before the end of the contract and will belong to the CLIENT. They may be used by the consulting company for other purposes with the express authorization of the CLIENT.

18.2 The CONSULTANT will not be allowed to assign any information and / or documents, objects of this Contract, without the CLIENT's previous authorization.

18.3 The CONSULTANT will be responsible for the payment of all tax, social and labor charges of its employees, referring to this contract, in accordance with the Brazilian laws that govern the hiring.

18.4 The work will be supervised by ATI, UMA and SLC, who may, at any time, request additional reports on the execution of activities.

18.5 The CONSULTANT must maintain confidentiality about its work, documents and information to which it has access in the fulfillment of its obligations. It must also maintain an adequate professional relationship with federal, state and municipal authorities, and with the technicians or people with whom it interacts, exercising its activities with zeal and dedication.

18.6 The Contractor shall perform the activities contained in this Term of Reference, in accordance with the highest standards of competence and professional and ethical integrity.

---

IT manager  
State Secretariat of Administration  
And Social Security - SEADPREV

---

Secretary of Administration and Welfare of the State of Piauí  
SEADPREV



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**PART II**

**Section 8. Conditions of Contract and Contract Forms**

**STANDARD FORM OF CONTRACT**

**Consultant's Services**

Lump-Sum



## Contents

<b>Preface</b> .....	105
<b>I. Form of Contract</b> .....	107
<b>II. General Conditions of Contract</b> .....	111
<b>A. General Provisions</b> .....	111
1. Definitions.....	111
2. Relationship Between the Parties.....	112
3. Law Governing Contract.....	113
4. Language .....	113
5. Headings.....	113
6. Communications .....	113
7. Location.....	113
8. Authority of Member in Charge.....	113
9. Authorized Representatives .....	113
10. Corrupt and Fraudulent Practices.....	113
<b>B. Commencement, Completion, Modification and Termination of Contract</b> .....	114
11. Effectiveness of Contract .....	114
12. Termination of Contract for Failure to Become Effective .....	114
13. Commencement of Services.....	114
14. Expiration of Contract.....	114
15. Entire Agreement .....	114
16. Modifications or Variations .....	114
17. Force Majeure .....	114
18. Suspension .....	116
19. Termination.....	116
<b>C. Obligations of the Consultant</b> .....	118
20. General .....	118
21. Conflict of Interests.....	119
22. Confidentiality .....	120
23. Liability of the Consultant .....	120
24. Insurance to be Taken out by the Consultant.....	120
25. Accounting, Inspection and Auditing .....	121
26. Reporting Obligations .....	121
27. Proprietary Rights of the Client in Reports and Records.....	121
28. Equipment, Vehicles and Materials.....	121
<b>D. Consultant's Experts and Sub-Consultants</b> .....	122
29. Description of Key Experts.....	122
30. Replacement of Key Experts.....	122
31. Removal of Experts or Sub-consultants.....	122
<b>E. Obligations of the Client</b> .....	123
32. Assistance and Exemptions.....	123
33. Access to Project Site.....	123
34. Change in the Applicable Law Related to Taxes and Duties .....	124

35. Services, Facilities and Property of the Client.....	124
36. Counterpart Personnel.....	124
37. Payment Obligation .....	124
<b>F. Payments to the Consultant.....</b>	<b>124</b>
38. Contract Price.....	124
39. Taxes and Duties.....	125
40. Currency of Payment .....	125
41. Mode of Billing and Payment .....	125
42. Interest on Delayed Payments.....	126
<b>G. Fairness and Good Faith.....</b>	<b>126</b>
43. Good Faith .....	126
<b>H. Settlement of Disputes.....</b>	<b>126</b>
44. Amicable Settlement .....	126
45. Dispute Resolution.....	126
<b>Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices .....</b>	<b>127</b>
<b>III. Special Conditions of Contract .....</b>	<b>131</b>
<b>IV. Appendices.....</b>	<b>139</b>
Appendix A – Terms of Reference .....	139
Appendix B - Key Experts.....	139
Appendix C – Breakdown of Contract Price .....	139
Appendix D - Form of Advance Payments Guarantee .....	143



## Preface

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

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name: LOAN AGREEMENT Nº 8575-BR (PIAUI - PILLARS OF GROWTH AND SOCIAL INCLUSION)**

*Loan No. 8575 - BR*

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

between

\_\_\_\_\_  
**SECRETARIA DA ADMINISTRAÇÃO E PREVIDÊNCIA DO ESTADO DO PIAUÍ  
(SEADPREV/PI) - GOVERNMENT OF THE STATE OF PIAUÍ**

and

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

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

## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### 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 it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*; toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

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

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

---

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

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

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

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



- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

**b. By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) 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 sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

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

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of  
Interests**

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

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

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

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

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.



**25. Accounting, Inspection and Auditing**

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

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

**26. Reporting Obligations**

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

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

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

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

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

### **E. OBLIGATIONS OF THE CLIENT**

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

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

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

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

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be

responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

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

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

**36. Counterpart Personnel**

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

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

**37. Payment Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

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

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services

pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

### **39. Taxes and Duties**

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

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

### **40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

### **41. Mode of Billing and Payment**

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

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The

Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

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

**45. Dispute Resolution**

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

## **Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices**

(the text in this Attachment 1 shall not be modified)

### **Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

#### **“Fraud and Corruption**

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>8</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>9</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>10</sup>;

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<sup>8</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>9</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>10</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” 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<sup>11</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>12</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>13</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>11</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>12</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>13</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.







### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of <b>brazilian legislation.</b>
4.1	<b>The language is:</b> .....(To be informed in accordance with the proposal's language)
6.1 and 6.2	<p><b>The addresses are:</b></p> <p><b>Client :</b> SECRETARIA DE ADMINISTRAÇÃO E PREVIDÊNCIA DO ESTADO DO PIAUÍ – SEADPREV</p> <p><b>Attention:</b> SPECIAL BIDDING COMMITTEE – SEADPREV</p> <p><b>E-mail (where permitted):</b> celseadbird@seadprev.pi.gov.br</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	N/A

<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be <b>30 days</b> from the date of receipt of the notification.</p>
<b>13.1</b>	<p><b>Commencement of Services:</b> 1st business day after the contract signature date, according to of the Term of Reference (subitem 8.1 and 15.2)</p> <p><b>Services Start Date:</b> (____/____/____) <b>(inform the services start date)</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be <b>12 (twelve) months after the contract signature date.</b></p>
<b>21 b.</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes ( <input checked="" type="checkbox"/> ) No ( <input type="checkbox"/> )</p>

<b>23.1</b>	<b>No additional provisions.</b>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</b></p> <p><b>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</b></p>
<b>27.1</b>	<p>All relevant reports and data, as well as information such as maps, diagrams, plans, databases, other documents and software, supporting records or materials compiled or prepared by the Consultant for the Client during the Service required to be confidential and becomes property absolute value of the Client. The Consultant must, at the latest upon termination or expiration of this Agreement, deliver all of these documents to the Client, together with a detailed event of these documents. The consultant may retain a copy of the documents, data and / or software, but it is not mandatory, but not mandatory, for purposes not related to this Agreement without prior written approval from the Client</p>
<b>27.2</b>	<p>The Consultant <b>shall not</b> use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<b>38.1</b>	<p><b>The Contract price is: _____ [insert amount and currency for each currency as applicable] inclusive of local indirect taxes.</b></p> <p><b>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal].</b></p>

<p><b>39.1 and 39.2</b></p>	<p><b>The Client warrants that :</b></p> <p><b>the Client shall reimburse the Consultant, the Sub-consultants and the Experts</b> any indirect taxes, charges, fees, taxes and other levies applied to the Consultant, Sub-consultants and Specialists under the terms of the applicable law in the Client's country in relation to:</p> <ul style="list-style-type: none"> <li>(a) any payments made to the Consultant, Sub-consultants and Specialists (except nationals or permanent residents of the Client's country), together with the performance of the Services;</li> <li>(b) any equipment, materials and supplies brought to the Client's country by the Consultant or Sub-consultants for the purpose of performing the Services and which, after being brought to such territories, will later be removed by them;</li> <li>(c) any imported equipment, for the purpose of performing the Services and paid for with the financial resources provided by the Client and which are treated as the Client's goods;</li> <li>(d) any goods brought to the Client's country by the Consultant, any Sub-Consultants or Experts (except nationals or permanent residents of the Client's country), or by the legal dependents of those Experts for their personal use and which will be subsequently withdrawn by them when they leave the Customer's country, provided that:</li> <li>(e) the Consultant, Sub-consultants and Specialists comply with the normal customs procedures of the Customer's country in the import of goods into the Customer's country; and</li> <li>(f) if the Consultant, Sub-Consultants or Specialists do not withdraw, but discard any goods in the Customer's country that have benefited from exemption from taxes and customs duties, the Consultant, Sub-Consultants or Specialists, as the case may be, (a) will assume the taxes and customs duties in accordance with the regulations of the Customer's country, or (b) refund the Customer if the Customer paid them at the time the goods in question were brought to the Customer's country</li> </ul>
<p><b>41.2</b></p>	<p><b>The payment schedule:</b></p> <p><b>The CONSULTANT's remuneration must occur at the end of each phase and according to the respective percentage, after the positive result of each approval, as follows:</b></p> <ul style="list-style-type: none"> <li><b>1. Implementation of the System 14%;</b></li> <li><b>2. Customization of the Public Procurement Plan 08%;</b></li> </ul>

	<p><b>3. Customization of Purchase / Service Request 06%;</b>  <b>4. Customization Public Procurement Management System 09%;</b>  <b>5. Supplier Registration Module Customization 06%;</b>  <b>6. Customization and Procurement Module 06%;</b>  <b>7. Customization Direct Purchase Module 06%;</b>  <b>8. Customization of Electronic reverse auction Module 10%;</b>  <b>9. Customization Price Registration Module 06%;</b>  <b>10. Customization of Price Bank Module 06%;</b>  <b>11. Customization of Results Panel Module 06%;</b>  <b>12. Training 17%</b></p>
<p><b>41.2.1</b></p>	<p><b>not applicable</b></p>
<p><b>41.2.4</b></p>	<p><b>The accounts are:</b>   for foreign currency: <i>[insert account]</i>   for local currency: <i>[insert account]</i>.</p>
<p><b>42.1</b></p>	<p><b>The interest rate is:</b> the interest rate is <b>0.03%</b> (three hundredths percent) per day of delay, calculated "pro rate die" on the Amount of the Invoice in Arrears, counted from the scheduled payment date, in accordance with subclause 41.2 above .</p>
<p><b>45.1</b></p>	<p><b>In contracts with foreign consultants:</b>   <b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining</li> </ol> </li> </ol>

	<p>nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of</p>



	<p>the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</li> <li>(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client’s country nor the Consultant’s country];</li> <li>(b) the [type of language] language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul> <p><b>In contracts with national consultants:</b></p> <p><b>In the event that this contract is signed with a national company, in order to resolve unresolved conflicts amicably, the parties elect the District Court of Teresina / PI, as the only and competent to resolve any doubts arising from this Contract, with express waiver of any another, however privileged it may be.</b></p>



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

.....

### APPENDIX B - KEY EXPERTS

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

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or*

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

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

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

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

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

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

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

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

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

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of [month], [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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*[signature(s)]*

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

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”