

International Competitive Bidding (ICB)

CONTRACTING A COMPANY TO REALIZE THE RE-REGISTRATION IN THE
DIVERSE POWERS OF THE FEDERAL DISTRICT AND OF THE STATES

SECOND SATATE PENSION REFORM TECHNICAL ASSISTANCE PROJECT
(PARSEP II)



The World Bank

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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| 1. Scope of Bid | <p>1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p> |
| 2. Source of Funds | <p>2.1 The Borrower, as defined in the BDS, intends to apply part of the funds of a loan from the World Bank, as defined in the BDS, towards the cost of the Project, as defined in the BDS, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="margin-left: 80px;">(i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of amount to influence improperly the actions of another party;</p> |

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

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- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ 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;
 - (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 provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the

³ For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

- 4.4 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.
- 4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

**5. Qualification
of the Bidder**

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary amount of Services performed for each of the last five years;
 - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) list of major items of equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and

technical personnel proposed for the Contract;

- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the

following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. One Bid per Bidder

- 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be

responsible or liable for those costs.

- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of** 11.1 Before the deadline for submission of bids, the Employer may

Bidding Documents

modify the bidding documents by issuing addenda.

- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
 - (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.

- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
 - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies will not be

accepted;

- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all

information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as

defined in the BDS and Special Conditions of Contract;
and

- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- | | |
|---------------------------------------|---|
| 24. Bid Opening | <p>24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.</p> <p>24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.</p> <p>24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.</p> <p>24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.</p> |
| 25. Process to Be Confidential | <p>25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.</p> <p>25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p> |
| 26. Clarification of Bids | <p>26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the</p> |

response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in

figures and in words, the amount in words will prevail.

- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in

accordance with ITB Clause 18; and

- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer’s Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

34. Notification of Award and Signing of

34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter

Agreement

from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the

requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Advance
Payment and
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	The Employer is Ministry of Social Security (MPS). The name and identification number of the Contract are ICB n# 001/2009.
1.2	The Intended Completion Date is 12 (twelve) months from the date of the contract signature.
2.1	The Borrower is Ministry of Social Security (MPS). The Project is Second Satate Pension Reform Technical Assistance Project (PARSEP II) The loan/credit number is 7428 - BR
5.2	Not applicable.
5.3 (b), (d), (j)	Not applicable.
5.3 (c)	Experience in services of similar nature and size.
5.3 (e)	According to letter “f” (Technical Team) of item 4 – Service Scope of Section VIII – Performance Specifications and Drawings..
5.5(a)	Not applicable.
5.5(b)	Experience in contracts of registration service.
5.5(c)	Not applicable.
5.5(d)	According to letter f of the item 4 – Section VIII - Performance Specifications and Drawings.
B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be 2 (two).
10.1	Clarifications about the bidding may be taken by e-mail, facsimile or registered letter. The request of clarifications about the bidding will be received in 15 (fifteen) days from the established date for the bids presentation.

C. Preparation of Bids									
12.1	Language of the bid: Portuguese								
13.2	Not applicable.								
14.4 e 14.5	Not applicable.								
15.1(a)	Local inputs shall be quoted in Real (R\$).								
15.1(b)	Not applicable.								
16.1	The period of Bid validity shall be 90 (ninety) days after the deadline for Bid submission specified in the BDS.								
17.1	The Bidder shall provide: a Bid Security.								
17.2	<p>The amount of Bid Security shall be as the following table:</p> <table border="1"> <tr> <th>LOT</th><th>AMOUNT OF THE BID SECURITY (R\$)</th></tr> <tr> <td>Lot 1</td><td>R\$ 125.000,00</td></tr> <tr> <td>Lot 2</td><td>R\$ 55.000,00</td></tr> <tr> <td>Lot 3</td><td>R\$ 135.000,00</td></tr> </table>	LOT	AMOUNT OF THE BID SECURITY (R\$)	Lot 1	R\$ 125.000,00	Lot 2	R\$ 55.000,00	Lot 3	R\$ 135.000,00
LOT	AMOUNT OF THE BID SECURITY (R\$)								
Lot 1	R\$ 125.000,00								
Lot 2	R\$ 55.000,00								
Lot 3	R\$ 135.000,00								
17.2(a)	The Bid Security will be offered by Guarantee Security or Bank Warranty of a Bank Institution.								
18.0	Not applicable.								
D. Submission of Bids									
20.2	<p>The Employer's address for the purpose of Bid submission is ESPLANADA DOS MINISTÉRIOS, BLOCO F, EDIFÍCIO ANEXO ALA "A", SALA, 249.</p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: Company to realize the re-registration in the diverse powers of the Federal District and of the States, indicating the lot number that wants to participate.</p> <p>Bid / Contract Number: ICB N° 001/2009.</p>								
21.1	The deadline for submission of bids shall be 10:00 hours (Of Brasilia) of the day 21 of December of 2009.								
E. Bid Opening and Evaluation									
24.1	Bids will be opened at 10:00 (of Brasilia) of the day 21 of December of 2009 at the following address ESPLANADA DOS MINISTÉRIOS, BLOCO F,								

	<p>EDIFÍCIO ANEXO ALA “A”, SALA, 249.</p> <p>It will be granted to the bidder that to want to interpose resource, the period of 05 (five) useful days to present your reasons, starting from the date of opening of the proposals.</p>
29.1 (a)	<p>Currency chosen for the purpose of converting to a common currency: Real (R\$)</p> <p>Source of exchange rate: BACEN</p> <p>Exchange rate date: From the day before of the bid opening and evaluation.</p>
29.1(b)	Not applicable.
F. Award of Contract	
34.3	The Contract, as stated by the Bidding documents, will incorporate all the agreements between the employer and the winner bidder. The contract will be signed by the employer and sent to the winner bidder with an Acceptance Letter, in the 28 days after the communication of the award. In 21 days after receiving the contract, the winner bidder will sign the contract and return it to the employer, with the Bid Security as required in clause 35.
35.1	The acceptable Performance Bond for the bidder will be 10% of the amount of the contract.
35.2	The acceptable Performance Bond for the bidder will be the same of the one established in Clause 17.2(a) – Bidding Data Sheet.
35.3	Not applicable.
36.1	Not applicable.
37.1	<p>To solve issues not solved in pacific manners, the Adjudicator proposed by the Employer is:</p> <p>a) in the case of national firms: The Federal Justice of Brazil, Judiciary Section of Brasilia; and</p> <p>b) in the case of foreign firms: the process will be conducted in accordance with the rules and procedures for arbitration of United Nations Commissions on International Trade Law (UNCITRAL) in force on the date of this contract.</p>

Section III. Bidding Forms

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Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Amount of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed
----------	------	-------------------------------	---------------------------------

position
(a)
(b)

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Amount of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid

- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider 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 Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, **authorized to transact business in** _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Obligee (hereinafter called "the Purchaser") in the sum of _____⁶ _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the _____ day of _____, 20____, for the construction of _____ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

⁶ The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: _____

Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____,
Corporate Seal (where appropriate)

Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, 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 supply of the Goods or Works required, or

Para 1.8 (a) (ii): 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 persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

Part II – Activity Schedule

Section V. Activity Schedule

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;
- (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

1.3 Language 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.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram, or facsimile to such Party at the address **specified in the SCC.**

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications 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 Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case,

the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in

writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of amount to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁸ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ 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;
- (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,

⁷ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

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 provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the

Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict

with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a

detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as

by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to

additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** (a) The price payable in local currency is **set forth in the SCC**.
(b) The price payable in foreign currency is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the

corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

- 6.6.2 If the amount of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index amount shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

- 6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service

Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The expression “in the Government’s country” is changed to Brazil.
1.1(e)	The contract name is Provision of Services to realize the re-registration in the diverse powers of the Federal District and of the States.
1.1(h)	The Union, by the Ministry of Social Security (MPS), addressed at ESPLANADA DOS MINISTÉRIOS, BLOCO F, in Brasilia, Federal District, with the registration number 00.394.528/0005-16, represented by the Second Secretary of Planning, Budget and Administration of MPS, Sr., registered with the number, Id Card number, sent by, nominated by the Administrative Rule/SE/MPS number, from....., designed employer.
1.1(l)	The expression “country of the government” is changed to Brazil.
1.2	The Applicable Law is: Brazil.
1.3	The language is Portuguese.
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The term of this Contract shall expire in twelve months from the signature, it

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	could be extended, without changing the amount stated in the item 6.2 Special Conditions of the Contract, since the reason is justified by the SERVICE PROVIDER and accepted by the EMPLOYER, at his will. The deadline for the SERVICE PROVIDER to ask for a new deadline to the EMPLOYER is a minimum of 30 (thirty) days before the end of the Contract.
2.2.2	The Starting Date for the commencement of Services is 30 (thirty) days after the beginning of the term of the Contract.
2.3	The Intended Completion Date is 12 (twelve) months, from the signature of the Contract, as stated in the sub item 2.1 Special Conditions of the Contract, observing the Section VIII – Performance Specifications and Drawings.
2.5.4	During the period of inability to execute the Services due to a force majeure event, the Employer will pay for the services effectively executed in the terms of the Contract.
2.6.4 (b)	Not applicable.
3.3	THE SERVICE PROVIDER, its subcontracted and its human resources, during the term of this Contract or after its end are prohibited to spread property or confidential information referring to the Project, to the Services, to this Contract or to the activity or operations of the EMPLOYER, without a written previous consent of the EMPLOYER.
3.4	If necessary, the SERVICE PROVIDER will contract and maintain, at its costs, in the terms and conditions approved by the EMPLOYER, an insurance against the risks and specific coverage. It will be obliged to present, if asked by the EMPLOYER, a prove that the insurance was contracted and maintained and that the awards were paid.
3.6	<p>The SERVICE PROVIDER shall present the Reports (Outputs) according to the conditions established as follows:</p> <p>a) in paper and/ or in electronic media , 01 (one) for each coordinator of the State Governments, and 02 (two) for MPS, by mail signed by a legal representative of the service provider, with a declaration that the 3 (three) versions of the outputs are the same;</p> <p>b) it must be signed by the coordinator of the project and/ or legal representative of the service provider;</p> <p>c) outputs with partial delivery or that do not meet the requirements of items 4 and 5 will not be accepted, and must be returned to the service provider by formal mail, pointing inconsistencies, mistakes, omissions or distortions;</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>d) the non-realized services and the ones that may be substituted by other activity will only be paid if they are in the scope of the contracted service and may be measured. The service provider shall formalize, before the beginning of the accomplishment of the new service, an order of replacement by official mail to SPS followed by the assent of the State Power representative and at least with the service that was replaced, the estimate amount, respecting the limits of the Contract and proportions for each output, the justifications and reasons of the motives of the replacement, a clear and objective definition of the replaced service and the amount of the new service.</p>
3.8.1	<p>If the SERVICE PROVIDER turn to a default, referring the realization of the contracted services, the EMPLOYER may, without damaging other measures, deduct, as a fine, from the price of the contract the equivalent of 0.1% (one tenth percent) of the non-realized Services by day of delay, to a maximum limit of 10% (ten percent) of the amount of each output. Once this limit is reached, the EMPLOYER may execute the Performance Security and, if it persists, rescind the Contract.</p> <p>The fine is not applied if, demonstrably, the delay to deliver the outputs do not depend on the action of the SERVICE PROVIDER, in a fortuitous case or force majeure.</p>
3.9	<p>To guarantee the faithful compliance of this contract, the SERVICE PROVIDER will provide security in the amount that corresponds to 10% (ten per cent) of the amount of the contract, in the moment of its signature, in one of the following modalities:</p> <p>a) Guarantee Security; or</p> <p>b) Bank Warranty.</p> <p>The option of the guarantee shall expressly contain a clause of financial update, of imprescriptibility, inalienability, irrevocability.</p> <p>The guarantee provided by the SERVICE PROVIDER will be released, after the end of the term of the Contract, after being certified by the manager's contract that it was totally performed to the satisfaction, within 30 (thirty) days.</p> <p>If the amount of the guarantee were totally or partially used, as a payment of any duty, including damages to third parties, or reduced in real terms by devaluation of the currency in a way that do not represent 10% (ten per cent) of the estimate amount of the Contract, the SERVICE PROVIDER shall do the replacement, within a maximum of 72 (seventy-two) hours, from the date that received the communication of the EMPLOYER.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>If the Contract is rescinded, by fault of the SERVICE PROVIDER, the guarantee will not be returned and the SERVICE PROVIDER will be responsible for liquidated damages caused to the EMPLOYER, besides it may respond to other penalties provided by law.</p>
5.1	<p>THE EMPLOYER, through Secretaria de Políticas de Previdência Social – SPS and Unidade de Coordenação de Projetos – UCP, together or separately, according to its competencies, shall:</p> <ul style="list-style-type: none"> a) Promote management, coordination and supervision of activities that are object of the present contract to the SERVICE PROVIDER; b) Evaluate, approve, certify for payment and request corrections for products and components referred in Section VIII – Performance Specifications and Drawings, of the ICB; c) Notify the SERVICE PROVIDER by the means defined in the item 1.4 – Section VI – General Conditions of Contract; d) Address doubts and provide clarifications of technical order to the SERVICE PROVIDER looking for the implementation of the object of the present instrument; e) Make payments in the agreed terms and prices; f) deduct and collect the taxes due at source on payments made to the SERVICE PROVIDER; g) provide all necessary facilities for the proper execution of this contract, including promptly notifying, in writing, the SERVICE PROVIDER, any change of administration and billing address, and any event in connection with the execution of the Contract.
5.3	Not applicable.
6.1	<p>The total remuneration of the SERVICE PROVIDER does not exceed the amount of the contract and will be a fixed amount that includes all costs with subcontractors and other expenses incurred by the SERVICE PROVIDER in implementation of the Services described in the Performance Specifications and Drawings - Section VIII. All costs relating to the technical team and staff made available, for the contract are included in the amount of the Third clause and will be the responsibility of the SERVICE PROVIDER, such as payment, social and labor charges, including the ones from removal and / or replacement of staff, the SERVICE PROVIDER can not claim additional costs.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.2	<p>The value of services will be R\$ ----- -----(-) and constitute the only remuneration of the SERVICE PROVIDER in relation to this Contract or to this Services. The SERVICE PROVIDER shall not agree, for its own benefit, any trade commission, discount or similar payment for activities related to this Contract, to the Services or the performance of the obligations arising from them.</p> <p>The expenses with the realization of this contract will be paid by the Work Program -----, Management Unit, in the Law No. XXXX of the XXXX XX of 200X - LOA/200X, Element of Expense: -----, UG: -----.</p> <p>To cover the costs the Notes of Commitment were emitted -----, in ----- of the type estimated, in the amount of R\$ -----(-) -----) to the account of the allocation specified in this clause.</p>
6.3	Not applicable.
6.4	<p>Term and Conditions of Payment:</p> <p>Payments relating to the completion of deliveries of the outputs described in Section VIII – Performance Specifications and Drawings will be made, after the presentation of the document collection by the SERVICE PROVIDER.</p> <p>The deadline for payment will be up to 45 (forty five) days from the date of receiving the products, by the Employer, described in Section VIII – Performance Specifications and Drawings.</p> <p>Payments will be credited in the name of the SERVICE PROVIDER upon bank order in current account indicated by it.</p> <p>If there is request for correction in the products delivered, the deadline for payment will be interrupted and restarted the count after a further delivery of new product.</p> <p>In the case of national firm, the release of the payment is conditional on the proof of fiscal regularity of the SERVICE PROVIDER in the SICAF, by consultation done electronically or through the presentation of valid documents.</p> <p>If the SERVICE PROVIDER is in default on the date of the consultation, a period of thirty days may be granted at the discretion of the EMPLOYER, for it to regularize the situation, risking having the contract rescinded with the application of appropriate sanctions, if do not do it.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																					
	<p>In the body of the invoice, which must be individualized by product and State / State Power, the SERVICE PROVIDER must identify the product, the State / State Power to which it refers and the corresponding amount of the product;</p> <p>The validation of each product and the emission of certificate (Atesto de Aceite) accepted by the representatives of State Governments should occur within up to 10 (ten) working days from the date of its receipt. The certificate (Atesto de Aceite) to be sent to SPS by letter, must contain the effective date of delivery of the product and that it is in accordance with the specifications of the ICB.</p> <p>For approval and payment of the Product 6 - Database loaded in SIPREV / RPPS Management and actions for the export of data to the CNIS / RPPS and the Product 7 - Basis of Scanned Documents, will apply the percentage proportional of the number of servers registered in relation to the quantitative servers informed by the State Governments before the beginning of the census pension. For approval and full payment in the case of the initial charge in SIPREV / Management RPPS will need a minimum of 95% (ninety-five percent) of the number of servers, taking the number of active, inactive and retired.</p> <p>Payments will be made after delivery and validation of the product (Atesto de Aceite) in each State / State Power, according to the plot and percentage below:</p> <table><tr><th>Installment</th><th>Product</th><th>Percent</th></tr><tr><td>1</td><td>1 Product 1 - Report containing the planning and implementation schedule</td><td>5%</td></tr><tr><td>2</td><td>Product 2 - Report of delivery of the material from disclosure.</td><td>5%</td></tr><tr><td>3</td><td>Product 3 - Report on the implementation of disclosure</td><td>10%</td></tr><tr><td>4</td><td>Product 4 - Report of the planning of the Census Pension (re-registration)</td><td>10%</td></tr><tr><td>5</td><td>Product 5 - Report on implementation of the Census Pension</td><td>15%</td></tr><tr><td>6</td><td>Product 6 - Database loaded in SIPREV / RPPS Management and export of data to the CNIS /</td><td>35%</td></tr></table>	Installment	Product	Percent	1	1 Product 1 - Report containing the planning and implementation schedule	5%	2	Product 2 - Report of delivery of the material from disclosure.	5%	3	Product 3 - Report on the implementation of disclosure	10%	4	Product 4 - Report of the planning of the Census Pension (re-registration)	10%	5	Product 5 - Report on implementation of the Census Pension	15%	6	Product 6 - Database loaded in SIPREV / RPPS Management and export of data to the CNIS /	35%
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
		RPPS	
	7	Product 7 - Basis of scanned documents	10%
	8	Product 8 - Final Report	10%
6.5	The rate established is SELIC - Referential Rate System Special Settlement and Custody, a rate managed by the Central Bank of Brazil.		
6.6	Not applicable.		
6.7	Not applicable.		
7.2(a)	The employer shall notify and require the correction of defects from the Service Provider, which should occur within 60 (sixty) days after its receipt.		
7.2(c)	<p>If the defects are detected after the payment, therefore within the period of validity of the guarantee of the products and the SERVICE PROVIDER does not satisfactorily correct it, the EMPLOYER will assess the amount corresponding to the cost to be charged from the SERVICE PROVIDER.</p> <p>If the defects are not corrected within the deadlines set by the EMPLOYER, the product that contains defects will not be paid.</p> <p>The guarantee of the products delivered will be 12 (twelve) months from the date of its definitive receipt by the State Governments.</p>		
8.2	<p>To solve issues not solved in pacific manners, the Adjudicator proposed by the Employer is:</p> <p>a) in the case of national firms: The Federal Justice of Brazil, Judiciary Section of Brasilia; and</p> <p>b) in the case of foreign firms: the process will be conducted in accordance with the rules and procedures for arbitration of United Nations Commissions on International Trade Law (UNCITRAL) in force on the date of this contract.</p>		

Section VIII. Performance Specifications and Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

LOT 1 – NORTHEAST REGION

CONTRACTING OF NON-CONSULTING SERVICES FOR SOCIAL SECURITY SYSTEM CENSUS IN STATE GOVERNMENTS

1. HISTORICAL BACKGROUND

The Social Security Reform has made structural changes to the social security system of public servants, whether they work for the Federal Government, States, Federal District or Cities. The Reform defined the social security model, with emphasis on the contributory character and on the necessity of keeping the actuarial and financial balance, establishing general rules for organization and operation of Special Social Security Systems for Public Servants.

Compensation rules between the General Social Security System and Special Social Security Systems must be established, based on the contribution time in each one of them.

The Federal Government and its units also must enforce the Tax Liability Law, which interferes in Special Social Security Systems, as it puts limits on expenses with personnel directly connected with tax collection. To ensure the structuring of what was determined in Constitutional Amendment number 20, from December 1998, in Constitutional Amendment number 41, from December 2003, and in Constitutional Amendment number 47, from July 2005, a list of public servants with information about their social security status is required. This list will also allow the actuarial calculation and the financial compensation.

The States, in general, do not have, in a systemic, structured, integrated and computerized way, all the data that are necessary for keeping and managing the aspects connected with the social security status of each public servant.

Therefore, for the consolidation and strengthening of the State's Special Social Security System, it is essential to improve the existing list; to create a database that centralizes the information from entities that compose the state's social security system; and to qualify state social security technicians and managers and to transmit the information to public servants.

The implementation and improvement of Public Servants' Special Social Security System are very important in the state context, as this is an area that is extremely relevant in the society, since it provides support to all public servants and dependents when they need it the most.

In order for the government to change the social security system, reliable data must be available. Such data will allow the government to structure the social security list.

After the systematization of information on working servants, retired servants, pensioners and their respective dependents, the State will be able to keep the list up-to-date, with its own resources.

2. JUSTIFICATION

Brazilian Social Security has been going through a lot of conceptual and structural changes, involving the degree of coverage, the list of benefits offered and the way the system is financed. The increase in the population's life expectancy, along with the reduction in birth rate, has caused a sharp increase in the elderly population. This new demographic standard and the new reality of work relations make it necessary to readjust the size of the Social Security system.

There are countless challenges in this field, because many times the bureaucratic limitations or lack of knowledge and the lack of a joint approach slow the work progress. Due to the Country's historical situation in terms of public social security system, there is the need for a joint effort including the various government spheres and levels of power to ensure the quality of social security services. This joint action is the only way to achieve objectives guaranteed in the constitution for working and retired public servants, contributing for the consolidation and strengthening of democracy and citizenship. The existence of accessible information, based on reliable and secure databases, and the integration among the different government spheres are essential factors for keeping the quality and efficient management of social security systems.

PARSEP II (Programa de Apoio à Reforma de Sistemas Estaduais de Previdência – Support Program for the Reform of State Social Security Systems) will allow the implementation of **SIPREV/Management of RPPS** (Sistema Previdenciário de Gestão de Regimes Próprios de Previdência Social - Social Security Management System of Special Social Security Systems) in the State Governments mentioned in Annex I. This system is a tool to be used by each unit of the federation, and it is provided by the MPS (Ministério da Previdência Social - Ministry of Social Security)/SPS (Secretaria de Políticas de Previdência Social – Social Security Policy Office) in the Brazilian Public Software Portal.

SIPREV/Management of RPPS (SIPREV/Gestão de RPPS) is a system developed, maintained and distributed free of charge and its purpose is to allow the federal units to form a single database with its public servants' personal, financial and social-security information. It also allows the units to grant, maintain and review benefits in an automated way, with the transmission of such individual data to CNIS/RPPS, RGPS (Cadastro Nacional de Informações dos Servidores de Regimes Próprio de Previdência Social – Public Servants' National Information List for Public Servants's Special Social Security Systems), the systems of which are to be run by the MPS, and other RPPS. The CNIS/RPPS will provide a lot of management information, such as personal data, RGPS benefit data and death data, as well as remuneration values and contribution time in other RPPS and in the RGPS.

3. PURPOSES

The purpose of this document is the contracting of non-consulting services, within the scope of PARSEP II, for the implementation a Social Security Census of working state servants, retired servants, pensioners and dependents; and for the updating of social security databases and for the feeding of data into **SIPREV/Management of RPPS** of State Governments mentioned in Annex I.

4. SERVICE SCOPE

The contractor will perform the following activities, connected with the Social Security Census, within each State's scope, under the technical supervision of SPS (Social Security Policy Office) and with the coordination and cooperation of State Governments' technicians, within 12 (twelve) months, starting on date when this contract is signed:

a) Planning

After the contract is signed, the guidelines for implementation of the services provided for in this document will be defined in meetings, which will be held in three stages, as follows:

First Stage – meeting to be held in Brasília, to be attended by technicians from SPS/MPS, from UCP/SE/MPS (Project Coordination Unit) and from the contractor, with the purpose of having MPS representatives provide instructions concerning the initial procedures for the social security census, and having them introduce the SIPREV/Management of RPPS and solve doubts connected with the Project.

Second Stage – meetings to be held in each State, with the attendance of the contractor's representatives and state governments' representatives, including members from Social Security Institutes or from the offices in charge of coordinating and performing activities connected with the state's special social security systems, in an individualized or collective way. The agenda of such meetings will include issues concerning the initial procedures for the social security census, as previously defined during the meeting held in the First Planning Stage.

Third Stage – meeting to be held preferably in the city where the contractors' main office is located, with the attendance of technicians from SPS/MPS, from UCP/SE/MPS, from the contractor and the Government State's public servants designated as social security census coordinators, as well as representatives from State Social Security Institutes or from offices in charge of coordinating and performing the activities connected with the state's special social security systems.

The third stage meeting must fulfill the following purposes: (i) integration of work teams (Institutes, offices in charge of coordinating and performing the activities connected with the state governments' special social security systems, MPS and contractor); (ii) introduction of Social Security Census Coordinators by the State Governments, who will be responsible for issuing acceptance certificates of products generated by the contractor; (iii) definition of the contractor's coordination team, a general one and one for each State; (iv) inputs that the State Governments will provide; (v) information of criteria and rules for acceptance and payment of products; (vi) presentation of the work development methodology, by the contractor; and, (vii) definition of preparatory activities, for which the State Governments are responsible, among others.

After the meeting, the contractor must prepare the strategic, tactical and operational planning of the activities to be performed in each State. The delivery deadline for such planning must be agreed upon in the same meeting. This planning must be accompanied by a flowchart of public servants' relisting activities (paragraph "c", of item 4 – SERVICE SCOPE) and the completion schedule of each product, separated per State and Government Branch (Judiciary, Executive or Legislative). The meeting must have its official minutes, which will be an integral part of the Project's detailed documents.

During the third stage meeting, the peculiarities of each State Government, which, if accepted by the MPS, will be added to the project, at no additional cost, and included by the contractor in the strategic planning.

The contractor, State Governments, and the MPS must bear the transportation costs respectively incurred by their representatives in attending the meetings.

b) *Promotion*

The success of the Social Security Census shall be directly dependent upon a good promotion campaign, aimed at sensitizing public servants to the importance of the social security issue and the maintenance of their registration up-to-date. The contractor shall submit, to the Census Coordination, designated by the corresponding State Government or the State Social Security Institute or office in charge of the coordination and performance of activities connected with the state's special social security systems, the approval of the promotion proposal that reaches the entire target audience, by using the means defined by the State Coordination, with the purpose of achieving the intended goal.

The contractor must bear the implementation costs of the promotion campaign. Other means may be used in case there is an agreement between the contractor and the Census Coordinators by the respective Governments, so that the target audience can be reached at the lowest cost possible.

The following information shall be used as guiding parameters to assist the contractor in the preparation of the advertising campaign proposal, which must be feasible and compatible with the operating conditions of each State Government, according to its characteristics, language and reality.

The advertising campaign, including the ads, distribution material and texts, must be previously approved by the State Governments' Census Coordination, and it must be implemented no later than 10 (ten) days before the beginning of the social security census. The campaign must include, at least the following items:

b.1) the creation of texts, with specific emphasis, to be displayed on websites or Intranet sites, on the Official Gazette or newspaper used for publishing official acts of State Governments, and in Bulletins and Communications to be distributed only within the government, which already exist or to be created, which reach working servants, retired servants and pensioners;

b.2) printing, in the servants' paycheck stub, starting in the month prior to the census beginning until the conclusion month, of messages that stress the census importance, period and even the census operational methods;

b.3) the creation, printing and distribution, for posting at a visible location, in the various buildings where the servants work, including associations, bank branches and other offices or locations where there is significant transit of servants, of:

b.3.1) a poster for each group of 20 (twenty) public servants (minimum dimensions: 42 cm high and 28 cm wide);

b.3.2) two banners made of fabric or better material per service station, with phrases that identify the service station, to be posted inside the station or outside;

b.3.3) at least 5 plastic banners, plus 1 plastic banner for each group of 1.000 public servants (working servants, retired servants and pensioners) whose State has an exceeding number of over 7.000 servants to be relisted (banner dimensions: 1.30 m high X 0.90 m wide);

b.3.4) the posters and banners must contain the name of State Governments/State Branches and/or the single social security management office, and they may also contain the logos;

b.4) the preparation of press releases, at no cost for the contractor, to be published or broadcast via the State Governments' Social Communication department, in newspapers, on radios and local TVs;

b.5) the creation, printing and distribution of flyers at locations where there is transit of public servants, in the proportion of, at least, 3 (three) flyers per servant;

b.6) the creation and printing of manual containing all the information, forms, locations and times when the social security census will take place, in a quantity that is sufficient for distribution to all target servants of the census. The manual must also be available on the Internet and/or Intranet site and at the service stations to be used by the relisting team;

b.7) the manufacturing of two t-shirts or two vests per person, to be used by the team assigned to promote the census, so that the target servant will be able to identify the team more easily during the census implementation period.

c) Relisting of Public Servants

The contractor must provide a computer application for the relisting process, specific for this purpose. The application must be available for Internet or Intranet access, so that servants may enter their data online and such data may be confirmed and acquired for the formation of a database. The contractor must bear the costs arising from the application development, at no cost for State Governments.

To materialize the Social Security Census, the contractor must::

c.1) bear the costs that are inherent in and indispensable for the implementation of the Social Security Census (relisting), such as: microcomputers; printers; scanner; office supplies; photocopy machines; personnel (except for the State Governments' public servants that were designated); food and transport for personnel; rental of physical space and logic, electrical and telephone network installation services, in case the State Governments are unable to run the service station, reception desk; physical space for the storage of public servants' personal documents, including documents that will be digitized; expenses connected with the qualification of servants and technicians that will work in the social security census; equipment and expenses connected to the assembly of a computer lab destined for training courses that will require computerized systems; expenses with cleaning and hygiene material in the physical spaces not provided by State Governments. The physical spaces rented by the contractor must meet environmental and sanitary requirements, in accordance with the legal rules established by the State;

c.2) provide training courses to coordinators, public servants and technicians in charge of the census implementation, assigned by the contractor and by the State Governments. The following themes must be addressed in the training courses: the bases of the State's social security legislation; information on the use of the manual, on how to fill out forms, on the identification of documents to be submitted and on the application used in the implementation of the Social Security Census; provide customer/citizen service notions, system implementation, in addition to general information about the work purpose as a whole. The training course must be provided in a classroom and the instruction time must be at least 20 hours;

c.3) install at least 05 (five) service stations, plus 01 (one) for every group of 5,000 (five thousand) public servants that exceeds 10,000 (ten thousand), during the maximum estimated period of 66 (sixty and six) working days for the implementation of the relisting process (Product 5). Service locations must be distributed and defined in common consent with State Governments' coordinators.

c.4) provide the application developed to promote the census in State Governments' websites, on the Internet and/or Intranet; promote by other possible means, and the application must be fed the other servants' data contained in the base provided by State Governments, if any;

c.4.1) in case the database provided by the State does not contain all data necessary for feeding the SIPREV/Management of RPPS in the future, the contractor will be responsible

for obtaining such information during the relisting implementation, at no additional cost for the MPS nor for the State Governments;

c.4.2) before the beginning of the social security census, submit, to MPS, the databases of State Governments, individually separated, which will be used in the relisting, in the “SIPREV/Management of RPPS” layout;

c.4.3) allow servants themselves to enter the data, directly into the application developed by the contractor, using the Internet and/or Intranet, so that the user can check in advance the servant’s data that exist in State Governments’ database, previously provided, and so that the application will warn, on-line, about inconsistent or obligatory data, generating a confirmation option, an option for printing a report with data and the social security census proof. Public servants must deliver, to service stations, the printed form and show their personal original documents defined by the State Governments and the proof of registration (listing), to be photocopied and/or digitized;

c.4.4) allow the forms to be filled out at the service stations, with the presentation of the original personal documents defined by the State Governments, in case the public servants have not filled out the forms;

c.4.5) the clerk, at the service station, must copy the personal documents and return the originals to the servant immediately. The contractor must bear the costs referring to such copies. In case the original documents are digitized, no copies are required;

c.4.6) the application must allow the generation and printing of a management report of food and registration (listing) control for each servant, with each servant’s status, number of public servants per office or administrative unit of the State Governments, implementation percentages, and daily, weekly, ten-day and monthly periodicity;

c.4.7) the clerk at the service station must take a digital picture of servants and attach such picture to their registration form;

c.5) define, along with the State Governments’ representatives, a specialized service for the sick, the elderly, pregnant women, and people with disabilities, in accordance with the law;

c.6) **ten (10) days before the social security census officially starts, the contractor, after negotiating with the representatives of state governments, must perform, for at least 05 (five) working days, relisting activities based on real data, with the purpose of testing the physical, logical and human-resource infrastructure provided.**

d) Integration of databases of State Governments’ systems and periodical feeding of SIPREV/Management of RPPS.

To arrange for the integration of existing databases in the State Governments’ systems and to allow the integration, generation of the initial loading and periodical feeding of SIPREV/Management of RPPS, the contractor, by using the information to be provided by the State Governments, must:

d.1) receive, prior to the beginning of the social security census, from the State Governments' technical team, txt files containing the social security data, in the layout of the State Governments' systems, with the description of the respective layouts, with the existing registration data, social-security data and financial data, of working servants, retired servants, pensioners, social security grantors and dependents that will be used in the initial loading of the application to be developed by the contractor for the implementation of relistings;

d.2) develop applications to arrange for the adjustment of layouts of txt files received from the State Governments to the layout of the application to be used in the relisting, which must be compatible with SIPREV/Management of RPPS, as well as for the conversion of data arising from the social security census into the layouts of State Governments' systems;

d.2.1) the initial bases, containing the social security data submitted to the contractor by the State Governments, converted to the "SIPREV/Management of RPPS" layout by the contractor, must be submitted to the MPS before the relisting starts;

d.2.2) upon completion of the relisting, the layout conversion applications must be provided to the State Governments.

d.3) develop and implement the "SIPREV/Management of RPPS" feeding routines, for periodical loading of the state governments' databases, in an individual way and follow the necessary procedures for submission of data to CNIS/RPPS (MPS), separately per state government, considering the applications and/or layout available in the Brazilian Public Software Portal;

d.4) in case any State Government states, during the Third State meeting, provided for in letter "a" - Planning, of this item 4 – SERVICE SCOPE, that it is interested in and is technically qualified for conducting the layout conversions established in letters "d.1" and "d.2", the contractor will not be required to perform the said conversions.

d.5) 01 (one) joint training course with all state governments must be provided;

d.6) 01 (one) "SIPREV/Management of RPPS" must be installed in each State Government, at the indicated locations, and 01 (one) SIPREV/Management of RPPS at the State Social Security Institute or in the managing office of the Special Social Security System;

d.6.1) the SIPREV/Management of RPPS installed in the State Social Security Institute or in the managing office of the Special Social security System must contain the database of other government branches;

d.7) to arrange for the initial loading of SIPREV/Management of RPPS, with the consistent data, resulting from the social security census and submit the data to CNIS/RPPS, taking into consideration the applications and/or layouts made available at the Brazilian Public Software Portal;

d.8) transmit, to the State Governments, the updated relisting data, in accordance with the layouts used by the respective Governments, with the purpose of updating the systems being used, subject to provisions established in letter d.4;

d.9) define the professional profile of the State Governments' technicians; train such technicians in how to use the application; and provide them with general information about the registration at the Brazilian Public Software Portal, participation in the SIPREV/RPPS Management Community, and in the "SIPREV/Management of RPPS" installation, in the initial import of data and updating of this system at regular intervals and in the transmission of data to CNIS/RPPS, in accordance with the layouts and other documents that are available at the portal on the training course day;

d.10) prepare documentation of applications developed and deliver such documentation to the State Governments and to MPS, including the source codes;

d.11) the codes or structures or the systems that exist in the States will not be changed as a result of the contracting;

d.12) information about "SIPREV/Management of RPPS" can be found at the following address: http://www.previdencia.gov.br/pg_secundarias/previdencia_servidor_06.asp, and the contractor must adopt the measures described in it so that the contractor will be capable of viewing the instructional documentation for the installation, import of data and submission of data to CNIS/RPPS and its data crossing applications;

e) Digitizing of public servants' documents

The contractor must digitize the personal documents required for the social security census of working and retired servants and of registered pensioners and dependents, with the purpose of forming a database to be delivered to the State Governments. The digitizing process includes copying the document image and indexation, which must be composed of 03 (three) indexes (CPF - Individual Taxpayer Registration Number): 11 (eleven) characters; Registration - up to 12 (twelve) characters; and name - up to 60 (sixty) characters), allowing the individual query for each servant, in a format that is compatible with "SIPREV/Management of RPPS". Digitized documents, in case they are photocopies, must be delivered to the State Governments after they are digitized by the contractor.

f) Technical Team

The contractor must provide and keep, throughout the activities, a technical team composed of at least:

- One General Project Coordinator with management, coordination and control duties, college degree, proven experience in team coordination activities and similar jobs, especially in the social security sector;

- One Computer and Information Technology Coordination with background in the field and proven experience with coordination of similar projects and/or jobs;

- One Local Coordinator, per State and resident in such State during the development of the activities, with management, coordination and control duties, college degree, proven experience in team coordination activities and similar jobs, especially in the social security sector;

Other technicians and people needed will be allocated in each State according to the demand.

g) Final meeting

Preferably, after the delivery of some Products 7 – Digitized Document Base or before the contract is completed, there will be a meeting, which will be called by MPS, with the participation of SPS/MPS technicians, UCP/MPS technicians, the contractor’s technical team and the cities, where there will be the presentation of achieved results; difficulties found; lessons learned; technology and methodology used; the transfer of knowledge; quantitative and comparative data referring to public servants, describing the situation before and after the social security census; summarized statement of the quantity of servants per category, per beneficiary, per office or administrative unit; percentages, identification of non-registered servants and total cost of their remuneration and contributions with the estimate of possible losses to the public treasury; and, general recommendations.

5. PRODUCTS

The products generated and corresponding to each activity must be submitted for analysis and acceptance of Coordinators from the State Governments’ Social Security Census. In case such products are accepted, the Coordinators inform the MPS for approval and payment.

The contractor must submit the following products:

a) Product 1: Implementation schedule and planning report

Composed of the description of the census process implementation guidelines, including all stages, from the promotion product until the formation of database, feeding of “SIPREV/Management of RPPS” and procedures adopted for the submission of data to CNIS/RPPS and its applications in the crossing of data, including digitizing of documents, routines and procedures, flowcharts, schedule with forecast of implementation dates, quantification of human and material resources, among others.

b) Product 2 – Promotion material delivery report

It shall contain the samples of advertising material, promotion material, and texts to be produced, publications, manual and forms; that is, all promotion activities to be performed and the means that will be used, along with the documents confirming the receipt by the State Governments. In case of banners (made of fabric or plastic) and t-shirts or vests, photographs must be used to confirm the samples.

c) Product 3 – Promotion implementation report

It shall contain the detailed description of the promotion implementation, and the photographs referring to the use, distribution and fastening of the promotion materials must be submitted, including photographs of the team that worked in the field.

d) Product 4 – Social Security Census planning report (relisting)

It must describe, in detail, the entire planning for the implementation of the social security census, and it must contain, at least the following: The description and location of all service stations, the number of the contractor's employees that will work at each station, as well as the infrastructure that is assembled and is available for the beginning of the census, such as: microcomputers; printers; scanner; office supplies; photocopy machines; logical, electrical and telephone network installation services, physical space for the storage of personal documents of public servants, among other items provided for the census implementation. Changes, if any, referring to the planning presented in Product 1 must be informed and justified, mainly when they refer to service stations, schedule, technical team and other issues that may have an impact on the relisting implementation. The report must be delivered after the effective beginning of the social security census.

e) Product 5 – Social Security Census implementation report (relisting)

Describing:

- e.1)** the routines, procedures, systems and flowcharts connected with the relisting implementation, as well as the quantities of servants per unit or office;
- e.2)** sample of reports of information contained in filled-out electronic forms and samples of management reports;
- e.3)** the syllabus, the attendance list, number of servants in relation to training courses and qualification courses provided and the course instruction time;
- e.4)** quantity of servants relisted per category and office or administrative unit and comparison with the initial database received from the State;
- e.5)** printed list, or list in a CD, of servants that did not attend the relisting.

f) Product 6 – Database with loading into “SIPREV/Management of RPPS” and export of data to CNIS/RPPS.

Composed of a report that includes:

- f.1)** definition of the information flow for the periodical feeding of updated data into SIPREV/Management of RPPS and submission of data to CNIS/RPPS and its data crossing applications;

f.2) description of the computerized process for migration of data received from the State Governments, in the layout of their systems, for the SIPREV/Management of RPPS and submission of data to CNIS/RPPS and its data crossing application, as well as in the conversion of such data into the layouts received, which will feed the State Governments' systems;

f.3) name and identify public servants from the State Governments that are trained in the implementation of systems, and inform the provision period, hours, and syllabus of the training course provided by the contractor;

f.4) documentation and source codes of applications developed;

f.5) sample of reports containing the information of public servants included in the database;

f.6) data, procedures, dates and sample of the initial loading into SIPREV/Management of RPPS;

f.7) proof of submission, to MPS, of the copy of the database loaded into SIPREV/Management of RPPS, made available to State Governments and of the file for feeding the CNIS/RPPS, which may be delivered by means of access permission at the contractor's website where the products will be provided;

f.8) confirmation of the transmission, to the State Governments, of the updated relisting data, in accordance with the layouts used by the respective Governments/Government Branches, with the purpose of updating the systems being used.

g) Product 7 – Base of Digitized Documents

Report containing the quantity and sample of digitized documents, including procedures and model of query in the digitized database, as well as the proof of delivery of the digitized document base to State Governments, as well as the technology used.

h) Product 8 – Final Report

Addressing and recording:

- Results achieved;
- Difficulties found;
- Lessons learned;
- The technology and methodology used;
- The transfer of knowledge;
- Quantitative and comparative data, concerning servants, describing the situation before and after the social security census;

- Summarized statement of the quantity of servants per category, per beneficiary, per office or administrative unit;
- Percentages, identification of non-registered servants and total cost of their remunerations and contributions, with estimate of possible losses to the public treasury;
- General recommendations .

LOT 1 - REGION NORTHEAST

TABLE THAT SHOWS THE SPECIAL SECURITY SYSTEMS FOR PUBLIC SERVANTS OF THE STATES

Dear unitary price for Server of the Lot
R\$ 34,81

PARSEP II - REGISTRATION - NUMBER OF SERVANTS ESTEEM			
UF	STATE	Executive Power - Number of Servants	Other Powers - Number of Servants
BA	Bahia	-	19.890
CE	Ceará	-	7.730
MA	Maranhão	-	6.219
PB	Paraíba	85.170	4.418
PE	Pernambuco	-	15.193
PI	Piauí	-	508
RN	Rio Grande do Norte		6.630
SE	Sergipe	-	3.983
	TOTAL	85.170	64.571
GRAND TOTAL			149.741

Total Price of the Lot (unitary price dear quantitative x of servers)
R\$ 5.212.484,21

LOT 2 – NORTH AND MIDWEST

CONTRACTING OF NON-CONSULTING SERVICES FOR SOCIAL SECURITY SYSTEM CENSUS IN STATE GOVERNMENTS

1. HISTORICAL BACKGROUND

The Social Security Reform has made structural changes to the social security system of public servants, whether they work for the Federal Government, States, Federal District or Cities. The Reform defined the social security model, with emphasis on the contributory character and on the necessity of keeping the actuarial and financial balance, establishing general rules for organization and operation of Special Social Security Systems for Public Servants.

Compensation rules between the General Social Security System and Special Social Security Systems must be established, based on the contribution time in each one of them.

The Federal Government and its units also must enforce the Tax Liability Law, which interferes in Special Social Security Systems, as it puts limits on expenses with personnel directly connected with tax collection. To ensure the structuring of what was determined in Constitutional Amendment number 20, from December 1998, in Constitutional Amendment number 41, from December 2003, and in Constitutional Amendment number 47, from July 2005, a list of public servants with information about their social security status is required. This list will also allow the actuarial calculation and the financial compensation.

The States, in general, do not have, in a systemic, structured, integrated and computerized way, all the data that are necessary for keeping and managing the aspects connected with the social security status of each public servant.

Therefore, for the consolidation and strengthening of the State's Special Social Security System, it is essential to improve the existing list; to create a database that centralizes the information from entities that compose the state's social security system; and to qualify state social security technicians and managers and to transmit the information to public servants.

The implementation and improvement of Public Servants' Special Social Security System are very important in the state context, as this is an area that is extremely relevant in the society, since it provides support to all public servants and dependents when they need it the most.

In order for the government to change the social security system, reliable data must be available. Such data will allow the government to structure the social security list.

After the systematization of information on working servants, retired servants, pensioners and their respective dependents, the State will be able to keep the list up-to-date, with its own resources.

2. JUSTIFICATION

Brazilian Social Security has been going through a lot of conceptual and structural changes, involving the degree of coverage, the list of benefits offered and the way the system is financed. The increase in the population's life expectancy, along with the reduction in birth rate, has caused a sharp increase in the elderly population. This new demographic standard and the new reality of work relations make it necessary to readjust the size of the Social Security system.

There are countless challenges in this field, because many times the bureaucratic limitations or lack of knowledge and the lack of a joint approach slow the work progress. Due to the Country's historical situation in terms of public social security system, there is the need for a joint effort including the various government spheres and levels of power to ensure the quality of social security services. This joint action is the only way to achieve objectives guaranteed in the constitution for working and retired public servants, contributing for the consolidation and strengthening of democracy and citizenship. The existence of accessible information, based on reliable and secure databases, and the integration among the different government spheres are essential factors for keeping the quality and efficient management of social security systems.

PARSEP II (Programa de Apoio à Reforma de Sistemas Estaduais de Previdência – Support Program for the Reform of State Social Security Systems) will allow the implementation of **SIPREV/Management of RPPS** (Sistema Previdenciário de Gestão de Regimes Próprios de Previdência Social - Social Security Management System of Special Social Security Systems) in the State Governments mentioned in Annex I. This system is a tool to be used by each unit of the federation, and it is provided by the MPS (Ministério da Previdência Social - Ministry of Social Security)/SPS (Secretaria de Políticas de Previdência Social – Social Security Policy Office) in the Brazilian Public Software Portal.

SIPREV/Management of RPPS (SIPREV/Gestão de RPPS) is a system developed, maintained and distributed free of charge and its purpose is to allow the federal units to form a single database with its public servants' personal, financial and social-security information. It also allows the units to grant, maintain and review benefits in an automated way, with the transmission of such individual data to CNIS/RPPS, RGPS (Cadastro Nacional de Informações dos Servidores de Regimes Próprio de Previdência Social – Public Servants' National Information List for Public Servants's Special Social Security Systems), the systems of which are to be run by the MPS, and other RPPS. The CNIS/RPPS will provide a lot of management information, such as personal data, RGPS benefit data and death data, as well as remuneration values and contribution time in other RPPS and in the RGPS.

3. PURPOSES

The purpose of this document is the contracting of non-consulting services, within the scope of PARSEP II, for the implementation a Social Security Census of working state servants, retired servants, pensioners and dependents; and for the updating of social security databases and for the feeding of data into **SIPREV/Management of RPPS** of State Governments mentioned in Annex I.

4. SERVICE SCOPE

The contractor will perform the following activities, connected with the Social Security Census, within each State's scope, under the technical supervision of SPS (Social Security Policy Office) and with the coordination and cooperation of State Governments' technicians, within 12 (twelve) months, starting on date when this contract is signed:

a) Planning

After the contract is signed, the guidelines for implementation of the services provided for in this document will be defined in meetings, which will be held in three stages, as follows:

First Stage – meeting to be held in Brasília, to be attended by technicians from SPS/MPS, from UCP/SE/MPS (Project Coordination Unit) and from the contractor, with the purpose of having MPS representatives provide instructions concerning the initial procedures for the social security census, and having them introduce the SIPREV/Management of RPPS and solve doubts connected with the Project.

Second Stage – meetings to be held in each State, with the attendance of the contractor's representatives and state governments' representatives, including members from Social Security Institutes or from the offices in charge of coordinating and performing activities connected with the state's special social security systems, in an individualized or collective way. The agenda of such meetings will include issues concerning the initial procedures for the social security census, as previously defined during the meeting held in the First Planning Stage.

Third Stage – meeting to be held preferably in the city where the contractors' main office is located, with the attendance of technicians from SPS/MPS, from UCP/SE/MPS, from the contractor and the Government State's public servants designated as social security census coordinators, as well as representatives from State Social Security Institutes or from offices in charge of coordinating and performing the activities connected with the state's special social security systems.

The third stage meeting must fulfill the following purposes: (i) integration of work teams (Institutes, offices in charge of coordinating and performing the activities connected with the state governments' special social security systems, MPS and contractor); (ii) introduction of Social Security Census Coordinators by the State Governments, who will be responsible for issuing acceptance certificates of products generated by the contractor; (iii) definition of the contractor's coordination team, a general one and one for each State; (iv) inputs that the State Governments will provide; (v) information of criteria and rules for acceptance and payment of products; (vi) presentation of the work development methodology, by the contractor; and, (vii) definition of preparatory activities, for which the State Governments are responsible, among others.

After the meeting, the contractor must prepare the strategic, tactical and operational planning of the activities to be performed in each State. The delivery deadline for such planning must be agreed upon in the same meeting. This planning must be accompanied by a flowchart of public servants' relisting activities (paragraph "c", of item 4 – SERVICE SCOPE) and the completion schedule of each product, separated per State and Government Branch (Judiciary, Executive or Legislative). The meeting must have its official minutes, which will be an integral part of the Project's detailed documents.

During the third stage meeting, the peculiarities of each State Government, which, if accepted by the MPS, will be added to the project, at no additional cost, and included by the contractor in the strategic planning.

The contractor, State Governments, and the MPS must bear the transportation costs respectively incurred by their representatives in attending the meetings.

b) *Promotion*

The success of the Social Security Census shall be directly dependent upon a good promotion campaign, aimed at sensitizing public servants to the importance of the social security issue and the maintenance of their registration up-to-date. The contractor shall submit, to the Census Coordination, designated by the corresponding State Government or the State Social Security Institute or office in charge of the coordination and performance of activities connected with the state's special social security systems, the approval of the promotion proposal that reaches the entire target audience, by using the means defined by the State Coordination, with the purpose of achieving the intended goal.

The contractor must bear the implementation costs of the promotion campaign. Other means may be used in case there is an agreement between the contractor and the Census Coordinators by the respective Governments, so that the target audience can be reached at the lowest cost possible.

The following information shall be used as guiding parameters to assist the contractor in the preparation of the advertising campaign proposal, which must be feasible and compatible with the operating conditions of each State Government, according to its characteristics, language and reality.

The advertising campaign, including the ads, distribution material and texts, must be previously approved by the State Governments' Census Coordination, and it must be implemented no later than 10 (ten) days before the beginning of the social security census. The campaign must include, at least the following items:

b.1) the creation of texts, with specific emphasis, to be displayed on websites or Intranet sites, on the Official Gazette or newspaper used for publishing official acts of State Governments, and in Bulletins and Communications to be distributed only within the government, which already exist or to be created, which reach working servants, retired servants and pensioners;

b.2) printing, in the servants' paycheck stub, starting in the month prior to the census beginning until the conclusion month, of messages that stress the census importance, period and even the census operational methods;

b.3) the creation, printing and distribution, for posting at a visible location, in the various buildings where the servants work, including associations, bank branches and other offices or locations where there is significant transit of servants, of:

b.3.1) a poster for each group of 20 (twenty) public servants (minimum dimensions: 42 cm high and 28 cm wide);

b.3.2) two banners made of fabric or better material per service station, with phrases that identify the service station, to be posted inside the station or outside;

b.3.3) at least 5 plastic banners, plus 1 plastic banner for each group of 1.000 public servants (working servants, retired servants and pensioners) whose State has an exceeding number of over 7.000 servants to be relisted (banner dimensions: 1.30 m high X 0.90 m wide);

b.3.4) the posters and banners must contain the name of State Governments/State Branches and/or the single social security management office, and they may also contain the logos;

b.4) the preparation of press releases, at no cost for the contractor, to be published or broadcast via the State Governments' Social Communication department, in newspapers, on radios and local TVs;

b.5) the creation, printing and distribution of flyers at locations where there is transit of public servants, in the proportion of, at least, 3 (three) flyers per servant;

b.6) the creation and printing of manual containing all the information, forms, locations and times when the social security census will take place, in a quantity that is sufficient for distribution to all target servants of the census. The manual must also be available on the Internet and/or Intranet site and at the service stations to be used by the relisting team;

b.7) the manufacturing of two t-shirts or two vests per person, to be used by the team assigned to promote the census, so that the target servant will be able to identify the team more easily during the census implementation period.

c) Relisting of Public Servants

The contractor must provide a computer application for the relisting process, specific for this purpose. The application must be available for Internet or Intranet access, so that servants may enter their data online and such data may be confirmed and acquired for the formation of a database. The contractor must bear the costs arising from the application development, at no cost for State Governments.

To materialize the Social Security Census, the contractor must::

c.1) bear the costs that are inherent in and indispensable for the implementation of the Social Security Census (relisting), such as: microcomputers; printers; scanner; office supplies; photocopy machines; personnel (except for the State Governments' public servants that were designated); food and transport for personnel; rental of physical space and logic, electrical and telephone network installation services, in case the State Governments are unable to run the service station, reception desk; physical space for the storage of public servants' personal documents, including documents that will be digitized; expenses connected with the qualification of servants and technicians that will work in the social security census; equipment and expenses connected to the assembly of a computer lab destined for training courses that will require computerized systems; expenses with cleaning and hygiene material in the physical spaces not provided by State Governments. The physical spaces rented by the contractor must meet environmental and sanitary requirements, in accordance with the legal rules established by the State;

c.2) provide training courses to coordinators, public servants and technicians in charge of the census implementation, assigned by the contractor and by the State Governments. The following themes must be addressed in the training courses: the bases of the State's social security legislation; information on the use of the manual, on how to fill out forms, on the identification of documents to be submitted and on the application used in the implementation of the Social Security Census; provide customer/citizen service notions, system implementation, in addition to general information about the work purpose as a whole. The training course must be provided in a classroom and the instruction time must be at least 20 hours;

c.3) install at least 05 (five) service stations, plus 01 (one) for every group of 5,000 (five thousand) public servants that exceeds 10,000 (ten thousand), during the maximum estimated period of 66 (sixty and six) working days for the implementation of the relisting process (Product 5). Service locations must be distributed and defined in common consent with State Governments' coordinators.

c.4) provide the application developed to promote the census in State Governments' websites, on the Internet and/or Intranet; promote by other possible means, and the application must be fed the other servants' data contained in the base provided by State Governments, if any;

c.4.1) in case the database provided by the State does not contain all data necessary for feeding the SIPREV/Management of RPPS in the future, the contractor will be responsible

for obtaining such information during the relisting implementation, at no additional cost for the MPS nor for the State Governments;

c.4.2) before the beginning of the social security census, submit, to MPS, the databases of State Governments, individually separated, which will be used in the relisting, in the “SIPREV/Management of RPPS” layout;

c.4.3) allow servants themselves to enter the data, directly into the application developed by the contractor, using the Internet and/or Intranet, so that the user can check in advance the servant’s data that exist in State Governments’ database, previously provided, and so that the application will warn, on-line, about inconsistent or obligatory data, generating a confirmation option, an option for printing a report with data and the social security census proof. Public servants must deliver, to service stations, the printed form and show their personal original documents defined by the State Governments and the proof of registration (listing), to be photocopied and/or digitized;

c.4.4) allow the forms to be filled out at the service stations, with the presentation of the original personal documents defined by the State Governments, in case the public servants have not filled out the forms;

c.4.5) the clerk, at the service station, must copy the personal documents and return the originals to the servant immediately. The contractor must bear the costs referring to such copies. In case the original documents are digitized, no copies are required;

c.4.6) the application must allow the generation and printing of a management report of food and registration (listing) control for each servant, with each servant’s status, number of public servants per office or administrative unit of the State Governments, implementation percentages, and daily, weekly, ten-day and monthly periodicity;

c.4.7) the clerk at the service station must take a digital picture of servants and attach such picture to their registration form;

c.5) define, along with the State Governments’ representatives, a specialized service for the sick, the elderly, pregnant women, and people with disabilities, in accordance with the law;

c.6) **ten (10) days before the social security census officially starts, the contractor, after negotiating with the representatives of state governments, must perform, for at least 05 (five) working days, relisting activities based on real data, with the purpose of testing the physical, logical and human-resource infrastructure provided.**

d) Integration of databases of State Governments’ systems and periodical feeding of SIPREV/Management of RPPS.

To arrange for the integration of existing databases in the State Governments’ systems and to allow the integration, generation of the initial loading and periodical feeding of SIPREV/Management of RPPS, the contractor, by using the information to be provided by the State Governments, must:

d.1) receive, prior to the beginning of the social security census, from the State Governments' technical team, txt files containing the social security data, in the layout of the State Governments' systems, with the description of the respective layouts, with the existing registration data, social-security data and financial data, of working servants, retired servants, pensioners, social security grantors and dependents that will be used in the initial loading of the application to be developed by the contractor for the implementation of relistings;

d.2) develop applications to arrange for the adjustment of layouts of txt files received from the State Governments to the layout of the application to be used in the relisting, which must be compatible with SIPREV/Management of RPPS, as well as for the conversion of data arising from the social security census into the layouts of State Governments' systems;

d.2.1) the initial bases, containing the social security data submitted to the contractor by the State Governments, converted to the "SIPREV/Management of RPPS" layout by the contractor, must be submitted to the MPS before the relisting starts;

d.2.2) upon completion of the relisting, the layout conversion applications must be provided to the State Governments.

d.3) develop and implement the "SIPREV/Management of RPPS" feeding routines, for periodical loading of the state governments' databases, in an individual way and follow the necessary procedures for submission of data to CNIS/RPPS (MPS), separately per state government, considering the applications and/or layout available in the Brazilian Public Software Portal;

d.4) in case any State Government states, during the Third State meeting, provided for in letter "a" - Planning, of this item 4 – SERVICE SCOPE, that it is interested in and is technically qualified for conducting the layout conversions established in letters "d.1" and "d.2", the contractor will not be required to perform the said conversions.

d.5) 01 (one) joint training course with all state governments must be provided;

d.6) 01 (one) "SIPREV/Management of RPPS" must be installed in each State Government, at the indicated locations, and 01 (one) SIPREV/Management of RPPS at the State Social Security Institute or in the managing office of the Special Social Security System;

d.6.1) the SIPREV/Management of RPPS installed in the State Social Security Institute or in the managing office of the Special Social security System must contain the database of other government branches;

d.7) to arrange for the initial loading of SIPREV/Management of RPPS, with the consistent data, resulting from the social security census and submit the data to CNIS/RPPS, taking into consideration the applications and/or layouts made available at the Brazilian Public Software Portal;

d.8) transmit, to the State Governments, the updated relisting data, in accordance with the layouts used by the respective Governments, with the purpose of updating the systems being used, subject to provisions established in letter d.4;

d.9) define the professional profile of the State Governments' technicians; train such technicians in how to use the application; and provide them with general information about the registration at the Brazilian Public Software Portal, participation in the SIPREV/RPPS Management Community, and in the "SIPREV/Management of RPPS" installation, in the initial import of data and updating of this system at regular intervals and in the transmission of data to CNIS/RPPS, in accordance with the layouts and other documents that are available at the portal on the training course day;

d.10) prepare documentation of applications developed and deliver such documentation to the State Governments and to MPS, including the source codes;

d.11) the codes or structures or the systems that exist in the States will not be changed as a result of the contracting;

d.12) information about "SIPREV/Management of RPPS" can be found at the following address: http://www.previdencia.gov.br/pg_secundarias/previdencia_servidor_06.asp, and the contractor must adopt the measures described in it so that the contractor will be capable of viewing the instructional documentation for the installation, import of data and submission of data to CNIS/RPPS and its data crossing applications;

e) Digitizing of public servants' documents

The contractor must digitize the personal documents required for the social security census of working and retired servants and of registered pensioners and dependents, with the purpose of forming a database to be delivered to the State Governments. The digitizing process includes copying the document image and indexation, which must be composed of 03 (three) indexes (CPF - Individual Taxpayer Registration Number): 11 (eleven) characters; Registration - up to 12 (twelve) characters; and name - up to 60 (sixty) characters), allowing the individual query for each servant, in a format that is compatible with "SIPREV/Management of RPPS". Digitized documents, in case they are photocopies, must be delivered to the State Governments after they are digitized by the contractor.

f) Technical Team

The contractor must provide and keep, throughout the activities, a technical team composed of at least:

- One General Project Coordinator with management, coordination and control duties, college degree, proven experience in team coordination activities and similar jobs, especially in the social security sector;

- One Computer and Information Technology Coordination with background in the field and proven experience with coordination of similar projects and/or jobs;

- One Local Coordinator, per State and resident in such State during the development of the activities, with management, coordination and control duties, college degree, proven experience in team coordination activities and similar jobs, especially in the social security sector;

Other technicians and people needed will be allocated in each State according to the demand.

g) Final meeting

Preferably, after the delivery of some Products 7 – Digitized Document Base or before the contract is completed, there will be a meeting, which will be called by MPS, with the participation of SPS/MPS technicians, UCP/MPS technicians, the contractor’s technical team and the cities, where there will be the presentation of achieved results; difficulties found; lessons learned; technology and methodology used; the transfer of knowledge; quantitative and comparative data referring to public servants, describing the situation before and after the social security census; summarized statement of the quantity of servants per category, per beneficiary, per office or administrative unit; percentages, identification of non-registered servants and total cost of their remuneration and contributions with the estimate of possible losses to the public treasury; and, general recommendations.

5. PRODUCTS

The products generated and corresponding to each activity must be submitted for analysis and acceptance of Coordinators from the State Governments’ Social Security Census. In case such products are accepted, the Coordinators inform the MPS for approval and payment.

The contractor must submit the following products:

a) Product 1: Implementation schedule and planning report

Composed of the description of the census process implementation guidelines, including all stages, from the promotion product until the formation of database, feeding of “SIPREV/Management of RPPS” and procedures adopted for the submission of data to CNIS/RPPS and its applications in the crossing of data, including digitizing of documents, routines and procedures, flowcharts, schedule with forecast of implementation dates, quantification of human and material resources, among others.

b) Product 2 – Promotion material delivery report

It shall contain the samples of advertising material, promotion material, and texts to be produced, publications, manual and forms; that is, all promotion activities to be performed and the means that will be used, along with the documents confirming the receipt by the State Governments. In case of banners (made of fabric or plastic) and t-shirts or vests, photographs must be used to confirm the samples.

c) Product 3 – Promotion implementation report

It shall contain the detailed description of the promotion implementation, and the photographs referring to the use, distribution and fastening of the promotion materials must be submitted, including photographs of the team that worked in the field.

d) Product 4 – Social Security Census planning report (relisting)

It must describe, in detail, the entire planning for the implementation of the social security census, and it must contain, at least the following: The description and location of all service stations, the number of the contractor's employees that will work at each station, as well as the infrastructure that is assembled and is available for the beginning of the census, such as: microcomputers; printers; scanner; office supplies; photocopy machines; logical, electrical and telephone network installation services, physical space for the storage of personal documents of public servants, among other items provided for the census implementation. Changes, if any, referring to the planning presented in Product 1 must be informed and justified, mainly when they refer to service stations, schedule, technical team and other issues that may have an impact on the relisting implementation. The report must be delivered after the effective beginning of the social security census.

e) Product 5 – Social Security Census implementation report (relisting)

Describing:

- e.1)** the routines, procedures, systems and flowcharts connected with the relisting implementation, as well as the quantities of servants per unit or office;
- e.2)** sample of reports of information contained in filled-out electronic forms and samples of management reports;
- e.3)** the syllabus, the attendance list, number of servants in relation to training courses and qualification courses provided and the course instruction time;
- e.4)** quantity of servants relisted per category and office or administrative unit and comparison with the initial database received from the State;
- e.5)** printed list, or list in a CD, of servants that did not attend the relisting.

f) Product 6 – Database with loading into “SIPREV/Management of RPPS” and export of data to CNIS/RPPS.

Composed of a report that includes:

- f.1)** definition of the information flow for the periodical feeding of updated data into SIPREV/Management of RPPS and submission of data to CNIS/RPPS and its data crossing applications;

f.2) description of the computerized process for migration of data received from the State Governments, in the layout of their systems, for the SIPREV/Management of RPPS and submission of data to CNIS/RPPS and its data crossing application, as well as in the conversion of such data into the layouts received, which will feed the State Governments' systems;

f.3) name and identify public servants from the State Governments that are trained in the implementation of systems, and inform the provision period, hours, and syllabus of the training course provided by the contractor;

f.4) documentation and source codes of applications developed;

f.5) sample of reports containing the information of public servants included in the database;

f.6) data, procedures, dates and sample of the initial loading into SIPREV/Management of RPPS;

f.7) proof of submission, to MPS, of the copy of the database loaded into SIPREV/Management of RPPS, made available to State Governments and of the file for feeding the CNIS/RPPS, which may be delivered by means of access permission at the contractor's website where the products will be provided;

f.8) confirmation of the transmission, to the State Governments, of the updated relisting data, in accordance with the layouts used by the respective Governments/Government Branches, with the purpose of updating the systems being used.

g) Product 7 – Base of Digitized Documents

Report containing the quantity and sample of digitized documents, including procedures and model of query in the digitized database, as well as the proof of delivery of the digitized document base to State Governments, as well as the technology used.

h) Product 8 – Final Report

Addressing and recording:

- Results achieved;
- Difficulties found;
- Lessons learned;
- The technology and methodology used;
- The transfer of knowledge;
- Quantitative and comparative data, concerning servants, describing the situation before and after the social security census;

- Summarized statement of the quantity of servants per category, per beneficiary, per office or administrative unit;
- Percentages, identification of non-registered servants and total cost of their remunerations and contributions, with estimate of possible losses to the public treasury;
- General recommendations .

LOT 2 – NORTH AND MIDWEST REGIONS

TABLE THAT SHOWS THE SPECIAL SECURITY SYSTEMS FOR PUBLIC SERVANTS OF THE STATES

Dear unitary price for Server of the Lot
R\$ 34,81

PARSEP II - REGISTRATION - NUMBER OF SERVANTS ESTEEM			
UF	STATE	Executive Power - Number of Servants	Other Powers - Number of Servants
AC	Acre	-	815
AM	Amazonas	-	1.867
AP	Amapá	-	1.251
DF	Distrito Federal	131.022	1.821
GO	Goiás	-	616
MS	Mato Grosso do Sul		5.666
MT	Mato Grosso	-	7.920
PA	Pará	-	3.829
RR	Roraima	-	863
TO	Tocantins	-	2.068
	TOTAL	131.022	26.716
	GRAND TOTAL		157.738

Total Price of the Lot (unitary price dear quantitative x of servers)
R\$ 5.490.859,78

LOT 3 – SOUTHEAST REGION

CONTRACTING OF NON-CONSULTING SERVICES FOR SOCIAL SECURITY SYSTEM CENSUS IN STATE GOVERNMENTS

1. HISTORICAL BACKGROUND

The Social Security Reform has made structural changes to the social security system of public servants, whether they work for the Federal Government, States, Federal District or Cities. The Reform defined the social security model, with emphasis on the contributory character and on the necessity of keeping the actuarial and financial balance, establishing general rules for organization and operation of Special Social Security Systems for Public Servants.

Compensation rules between the General Social Security System and Special Social Security Systems must be established, based on the contribution time in each one of them.

The Federal Government and its units also must enforce the Tax Liability Law, which interferes in Special Social Security Systems, as it puts limits on expenses with personnel directly connected with tax collection. To ensure the structuring of what was determined in Constitutional Amendment number 20, from December 1998, in Constitutional Amendment number 41, from December 2003, and in Constitutional Amendment number 47, from July 2005, a list of public servants with information about their social security status is required. This list will also allow the actuarial calculation and the financial compensation.

The States, in general, do not have, in a systemic, structured, integrated and computerized way, all the data that are necessary for keeping and managing the aspects connected with the social security status of each public servant.

Therefore, for the consolidation and strengthening of the State's Special Social Security System, it is essential to improve the existing list; to create a database that centralizes the information from entities that compose the state's social security system; and to qualify state social security technicians and managers and to transmit the information to public servants.

The implementation and improvement of Public Servants' Special Social Security System are very important in the state context, as this is an area that is extremely relevant in the society, since it provides support to all public servants and dependents when they need it the most.

In order for the government to change the social security system, reliable data must be available. Such data will allow the government to structure the social security list.

After the systematization of information on working servants, retired servants, pensioners and their respective dependents, the State will be able to keep the list up-to-date, with its own resources.

2. JUSTIFICATION

Brazilian Social Security has been going through a lot of conceptual and structural changes, involving the degree of coverage, the list of benefits offered and the way the system is financed. The increase in the population's life expectancy, along with the reduction in birth rate, has caused a sharp increase in the elderly population. This new demographic standard and the new reality of work relations make it necessary to readjust the size of the Social Security system.

There are countless challenges in this field, because many times the bureaucratic limitations or lack of knowledge and the lack of a joint approach slow the work progress. Due to the Country's historical situation in terms of public social security system, there is the need for a joint effort including the various government spheres and levels of power to ensure the quality of social security services. This joint action is the only way to achieve objectives guaranteed in the constitution for working and retired public servants, contributing for the consolidation and strengthening of democracy and citizenship. The existence of accessible information, based on reliable and secure databases, and the integration among the different government spheres are essential factors for keeping the quality and efficient management of social security systems.

PARSEP II (Programa de Apoio à Reforma de Sistemas Estaduais de Previdência – Support Program for the Reform of State Social Security Systems) will allow the implementation of **SIPREV/Management of RPPS** (Sistema Previdenciário de Gestão de Regimes Próprios de Previdência Social - Social Security Management System of Special Social Security Systems) in the State Governments mentioned in Annex I. This system is a tool to be used by each unit of the federation, and it is provided by the MPS (Ministério da Previdência Social - Ministry of Social Security)/SPS (Secretaria de Políticas de Previdência Social – Social Security Policy Office) in the Brazilian Public Software Portal.

SIPREV/Management of RPPS (SIPREV/Gestão de RPPS) is a system developed, maintained and distributed free of charge and its purpose is to allow the federal units to form a single database with its public servants' personal, financial and social-security information. It also allows the units to grant, maintain and review benefits in an automated way, with the transmission of such individual data to CNIS/RPPS, RGPS (Cadastro Nacional de Informações dos Servidores de Regimes Próprio de Previdência Social – Public Servants' National Information List for Public Servants's Special Social Security Systems), the systems of which are to be run by the MPS, and other RPPS. The CNIS/RPPS will provide a lot of management information, such as personal data, RGPS benefit data and death data, as well as remuneration values and contribution time in other RPPS and in the RGPS.

3. PURPOSES

The purpose of this document is the contracting of non-consulting services, within the scope of PARSEP II, for the implementation a Social Security Census of working state servants, retired servants, pensioners and dependents; and for the updating of social security databases and for the feeding of data into **SIPREV/Management of RPPS** of State Governments mentioned in Annex I.

4. SERVICE SCOPE

The contractor will perform the following activities, connected with the Social Security Census, within each State's scope, under the technical supervision of SPS (Social Security Policy Office) and with the coordination and cooperation of State Governments' technicians, within 12 (twelve) months, starting on date when this contract is signed:

a) Planning

After the contract is signed, the guidelines for implementation of the services provided for in this document will be defined in meetings, which will be held in three stages, as follows:

First Stage – meeting to be held in Brasília, to be attended by technicians from SPS/MPS, from UCP/SE/MPS (Project Coordination Unit) and from the contractor, with the purpose of having MPS representatives provide instructions concerning the initial procedures for the social security census, and having them introduce the SIPREV/Management of RPPS and solve doubts connected with the Project.

Second Stage – meetings to be held in each State, with the attendance of the contractor's representatives and state governments' representatives, including members from Social Security Institutes or from the offices in charge of coordinating and performing activities connected with the state's special social security systems, in an individualized or collective way. The agenda of such meetings will include issues concerning the initial procedures for the social security census, as previously defined during the meeting held in the First Planning Stage.

Third Stage – meeting to be held preferably in the city where the contractors' main office is located, with the attendance of technicians from SPS/MPS, from UCP/SE/MPS, from the contractor and the Government State's public servants designated as social security census coordinators, as well as representatives from State Social Security Institutes or from offices in charge of coordinating and performing the activities connected with the state's special social security systems.

The third stage meeting must fulfill the following purposes: (i) integration of work teams (Institutes, offices in charge of coordinating and performing the activities connected with the state governments' special social security systems, MPS and contractor); (ii) introduction of Social Security Census Coordinators by the State Governments, who will be responsible for issuing acceptance certificates of products generated by the contractor; (iii) definition of the contractor's coordination team, a general one and one for each State; (iv) inputs that the State Governments will provide; (v) information of criteria and rules for acceptance and payment of products; (vi) presentation of the work development methodology, by the contractor; and, (vii) definition of preparatory activities, for which the State Governments are responsible, among others.

After the meeting, the contractor must prepare the strategic, tactical and operational planning of the activities to be performed in each State. The delivery deadline for such planning must be agreed upon in the same meeting. This planning must be accompanied by a flowchart of public servants' relisting activities (paragraph "c", of item 4 – SERVICE SCOPE) and the completion schedule of each product, separated per State and Government Branch (Judiciary, Executive or Legislative). The meeting must have its official minutes, which will be an integral part of the Project's detailed documents.

During the third stage meeting, the peculiarities of each State Government, which, if accepted by the MPS, will be added to the project, at no additional cost, and included by the contractor in the strategic planning.

The contractor, State Governments, and the MPS must bear the transportation costs respectively incurred by their representatives in attending the meetings.

b) *Promotion*

The success of the Social Security Census shall be directly dependent upon a good promotion campaign, aimed at sensitizing public servants to the importance of the social security issue and the maintenance of their registration up-to-date. The contractor shall submit, to the Census Coordination, designated by the corresponding State Government or the State Social Security Institute or office in charge of the coordination and performance of activities connected with the state's special social security systems, the approval of the promotion proposal that reaches the entire target audience, by using the means defined by the State Coordination, with the purpose of achieving the intended goal.

The contractor must bear the implementation costs of the promotion campaign. Other means may be used in case there is an agreement between the contractor and the Census Coordinators by the respective Governments, so that the target audience can be reached at the lowest cost possible.

The following information shall be used as guiding parameters to assist the contractor in the preparation of the advertising campaign proposal, which must be feasible and compatible with the operating conditions of each State Government, according to its characteristics, language and reality.

The advertising campaign, including the ads, distribution material and texts, must be previously approved by the State Governments' Census Coordination, and it must be implemented no later than 10 (ten) days before the beginning of the social security census. The campaign must include, at least the following items:

b.1) the creation of texts, with specific emphasis, to be displayed on websites or Intranet sites, on the Official Gazette or newspaper used for publishing official acts of State Governments, and in Bulletins and Communications to be distributed only within the government, which already exist or to be created, which reach working servants, retired servants and pensioners;

b.2) printing, in the servants' paycheck stub, starting in the month prior to the census beginning until the conclusion month, of messages that stress the census importance, period and even the census operational methods;

b.3) the creation, printing and distribution, for posting at a visible location, in the various buildings where the servants work, including associations, bank branches and other offices or locations where there is significant transit of servants, of:

b.3.1) a poster for each group of 20 (twenty) public servants (minimum dimensions: 42 cm high and 28 cm wide);

b.3.2) two banners made of fabric or better material per service station, with phrases that identify the service station, to be posted inside the station or outside;

b.3.3) at least 5 plastic banners, plus 1 plastic banner for each group of 1.000 public servants (working servants, retired servants and pensioners) whose State has an exceeding number of over 7.000 servants to be relisted (banner dimensions: 1.30 m high X 0.90 m wide);

b.3.4) the posters and banners must contain the name of State Governments/State Branches and/or the single social security management office, and they may also contain the logos;

b.4) the preparation of press releases, at no cost for the contractor, to be published or broadcast via the State Governments' Social Communication department, in newspapers, on radios and local TVs;

b.5) the creation, printing and distribution of flyers at locations where there is transit of public servants, in the proportion of, at least, 3 (three) flyers per servant;

b.6) the creation and printing of manual containing all the information, forms, locations and times when the social security census will take place, in a quantity that is sufficient for distribution to all target servants of the census. The manual must also be available on the Internet and/or Intranet site and at the service stations to be used by the relisting team;

b.7) the manufacturing of two t-shirts or two vests per person, to be used by the team assigned to promote the census, so that the target servant will be able to identify the team more easily during the census implementation period.

c) Relisting of Public Servants

The contractor must provide a computer application for the relisting process, specific for this purpose. The application must be available for Internet or Intranet access, so that servants may enter their data online and such data may be confirmed and acquired for the formation of a database. The contractor must bear the costs arising from the application development, at no cost for State Governments.

To materialize the Social Security Census, the contractor must::

c.1) bear the costs that are inherent in and indispensable for the implementation of the Social Security Census (relisting), such as: microcomputers; printers; scanner; office supplies; photocopy machines; personnel (except for the State Governments' public servants that were designated); food and transport for personnel; rental of physical space and logic, electrical and telephone network installation services, in case the State Governments are unable to run the service station, reception desk; physical space for the storage of public servants' personal documents, including documents that will be digitized; expenses connected with the qualification of servants and technicians that will work in the social security census; equipment and expenses connected to the assembly of a computer lab destined for training courses that will require computerized systems; expenses with cleaning and hygiene material in the physical spaces not provided by State Governments. The physical spaces rented by the contractor must meet environmental and sanitary requirements, in accordance with the legal rules established by the State;

c.2) provide training courses to coordinators, public servants and technicians in charge of the census implementation, assigned by the contractor and by the State Governments. The following themes must be addressed in the training courses: the bases of the State's social security legislation; information on the use of the manual, on how to fill out forms, on the identification of documents to be submitted and on the application used in the implementation of the Social Security Census; provide customer/citizen service notions, system implementation, in addition to general information about the work purpose as a whole. The training course must be provided in a classroom and the instruction time must be at least 20 hours;

c.3) install at least 05 (five) service stations, plus 01 (one) for every group of 5,000 (five thousand) public servants that exceeds 10,000 (ten thousand), during the maximum estimated period of 66 (sixty and six) working days for the implementation of the relisting process (Product 5). Service locations must be distributed and defined in common consent with State Governments' coordinators.

c.4) provide the application developed to promote the census in State Governments' websites, on the Internet and/or Intranet; promote by other possible means, and the application must be fed the other servants' data contained in the base provided by State Governments, if any;

c.4.1) in case the database provided by the State does not contain all data necessary for feeding the SIPREV/Management of RPPS in the future, the contractor will be responsible

for obtaining such information during the relisting implementation, at no additional cost for the MPS nor for the State Governments;

c.4.2) before the beginning of the social security census, submit, to MPS, the databases of State Governments, individually separated, which will be used in the relisting, in the “SIPREV/Management of RPPS” layout;

c.4.3) allow servants themselves to enter the data, directly into the application developed by the contractor, using the Internet and/or Intranet, so that the user can check in advance the servant’s data that exist in State Governments’ database, previously provided, and so that the application will warn, on-line, about inconsistent or obligatory data, generating a confirmation option, an option for printing a report with data and the social security census proof. Public servants must deliver, to service stations, the printed form and show their personal original documents defined by the State Governments and the proof of registration (listing), to be photocopied and/or digitized;

c.4.4) allow the forms to be filled out at the service stations, with the presentation of the original personal documents defined by the State Governments, in case the public servants have not filled out the forms;

c.4.5) the clerk, at the service station, must copy the personal documents and return the originals to the servant immediately. The contractor must bear the costs referring to such copies. In case the original documents are digitized, no copies are required;

c.4.6) the application must allow the generation and printing of a management report of food and registration (listing) control for each servant, with each servant’s status, number of public servants per office or administrative unit of the State Governments, implementation percentages, and daily, weekly, ten-day and monthly periodicity;

c.4.7) the clerk at the service station must take a digital picture of servants and attach such picture to their registration form;

c.5) define, along with the State Governments’ representatives, a specialized service for the sick, the elderly, pregnant women, and people with disabilities, in accordance with the law;

c.6) **ten (10) days before the social security census officially starts, the contractor, after negotiating with the representatives of state governments, must perform, for at least 05 (five) working days, relisting activities based on real data, with the purpose of testing the physical, logical and human-resource infrastructure provided.**

d) Integration of databases of State Governments’ systems and periodical feeding of SIPREV/Management of RPPS.

To arrange for the integration of existing databases in the State Governments’ systems and to allow the integration, generation of the initial loading and periodical feeding of SIPREV/Management of RPPS, the contractor, by using the information to be provided by the State Governments, must:

d.1) receive, prior to the beginning of the social security census, from the State Governments' technical team, txt files containing the social security data, in the layout of the State Governments' systems, with the description of the respective layouts, with the existing registration data, social-security data and financial data, of working servants, retired servants, pensioners, social security grantors and dependents that will be used in the initial loading of the application to be developed by the contractor for the implementation of relistings;

d.2) develop applications to arrange for the adjustment of layouts of txt files received from the State Governments to the layout of the application to be used in the relisting, which must be compatible with SIPREV/Management of RPPS, as well as for the conversion of data arising from the social security census into the layouts of State Governments' systems;

d.2.1) the initial bases, containing the social security data submitted to the contractor by the State Governments, converted to the "SIPREV/Management of RPPS" layout by the contractor, must be submitted to the MPS before the relisting starts;

d.2.2) upon completion of the relisting, the layout conversion applications must be provided to the State Governments.

d.3) develop and implement the "SIPREV/Management of RPPS" feeding routines, for periodical loading of the state governments' databases, in an individual way and follow the necessary procedures for submission of data to CNIS/RPPS (MPS), separately per state government, considering the applications and/or layout available in the Brazilian Public Software Portal;

d.4) in case any State Government states, during the Third State meeting, provided for in letter "a" - Planning, of this item 4 – SERVICE SCOPE, that it is interested in and is technically qualified for conducting the layout conversions established in letters "d.1" and "d.2", the contractor will not be required to perform the said conversions.

d.5) 01 (one) joint training course with all state governments must be provided;

d.6) 01 (one) "SIPREV/Management of RPPS" must be installed in each State Government, at the indicated locations, and 01 (one) SIPREV/Management of RPPS at the State Social Security Institute or in the managing office of the Special Social Security System;

d.6.1) the SIPREV/Management of RPPS installed in the State Social Security Institute or in the managing office of the Special Social security System must contain the database of other government branches;

d.7) to arrange for the initial loading of SIPREV/Management of RPPS, with the consistent data, resulting from the social security census and submit the data to CNIS/RPPS, taking into consideration the applications and/or layouts made available at the Brazilian Public Software Portal;

d.8) transmit, to the State Governments, the updated relisting data, in accordance with the layouts used by the respective Governments, with the purpose of updating the systems being used, subject to provisions established in letter d.4;

d.9) define the professional profile of the State Governments' technicians; train such technicians in how to use the application; and provide them with general information about the registration at the Brazilian Public Software Portal, participation in the SIPREV/RPPS Management Community, and in the "SIPREV/Management of RPPS" installation, in the initial import of data and updating of this system at regular intervals and in the transmission of data to CNIS/RPPS, in accordance with the layouts and other documents that are available at the portal on the training course day;

d.10) prepare documentation of applications developed and deliver such documentation to the State Governments and to MPS, including the source codes;

d.11) the codes or structures or the systems that exist in the States will not be changed as a result of the contracting;

d.12) information about "SIPREV/Management of RPPS" can be found at the following address: http://www.previdencia.gov.br/pg_secundarias/previdencia_servidor_06.asp, and the contractor must adopt the measures described in it so that the contractor will be capable of viewing the instructional documentation for the installation, import of data and submission of data to CNIS/RPPS and its data crossing applications;

e) Digitizing of public servants' documents

The contractor must digitize the personal documents required for the social security census of working and retired servants and of registered pensioners and dependents, with the purpose of forming a database to be delivered to the State Governments. The digitizing process includes copying the document image and indexation, which must be composed of 03 (three) indexes (CPF - Individual Taxpayer Registration Number): 11 (eleven) characters; Registration - up to 12 (twelve) characters; and name - up to 60 (sixty) characters), allowing the individual query for each servant, in a format that is compatible with "SIPREV/Management of RPPS". Digitized documents, in case they are photocopies, must be delivered to the State Governments after they are digitized by the contractor.

f) Technical Team

The contractor must provide and keep, throughout the activities, a technical team composed of at least:

- One General Project Coordinator with management, coordination and control duties, college degree, proven experience in team coordination activities and similar jobs, especially in the social security sector;

- One Computer and Information Technology Coordination with background in the field and proven experience with coordination of similar projects and/or jobs;

- One Local Coordinator, per State and resident in such State during the development of the activities, with management, coordination and control duties, college degree, proven experience in team coordination activities and similar jobs, especially in the social security sector;

Other technicians and people needed will be allocated in each State according to the demand.

g) Final meeting

Preferably, after the delivery of some Products 7 – Digitized Document Base or before the contract is completed, there will be a meeting, which will be called by MPS, with the participation of SPS/MPS technicians, UCP/MPS technicians, the contractor’s technical team and the cities, where there will be the presentation of achieved results; difficulties found; lessons learned; technology and methodology used; the transfer of knowledge; quantitative and comparative data referring to public servants, describing the situation before and after the social security census; summarized statement of the quantity of servants per category, per beneficiary, per office or administrative unit; percentages, identification of non-registered servants and total cost of their remuneration and contributions with the estimate of possible losses to the public treasury; and, general recommendations.

5. PRODUCTS

The products generated and corresponding to each activity must be submitted for analysis and acceptance of Coordinators from the State Governments’ Social Security Census. In case such products are accepted, the Coordinators inform the MPS for approval and payment.

The contractor must submit the following products:

a) Product 1: Implementation schedule and planning report

Composed of the description of the census process implementation guidelines, including all stages, from the promotion product until the formation of database, feeding of “SIPREV/Management of RPPS” and procedures adopted for the submission of data to CNIS/RPPS and its applications in the crossing of data, including digitizing of documents, routines and procedures, flowcharts, schedule with forecast of implementation dates, quantification of human and material resources, among others.

b) Product 2 – Promotion material delivery report

It shall contain the samples of advertising material, promotion material, and texts to be produced, publications, manual and forms; that is, all promotion activities to be performed and the means that will be used, along with the documents confirming the receipt by the State Governments. In case of banners (made of fabric or plastic) and t-shirts or vests, photographs must be used to confirm the samples.

c) Product 3 – Promotion implementation report

It shall contain the detailed description of the promotion implementation, and the photographs referring to the use, distribution and fastening of the promotion materials must be submitted, including photographs of the team that worked in the field.

d) Product 4 – Social Security Census planning report (relisting)

It must describe, in detail, the entire planning for the implementation of the social security census, and it must contain, at least the following: The description and location of all service stations, the number of the contractor's employees that will work at each station, as well as the infrastructure that is assembled and is available for the beginning of the census, such as: microcomputers; printers; scanner; office supplies; photocopy machines; logical, electrical and telephone network installation services, physical space for the storage of personal documents of public servants, among other items provided for the census implementation. Changes, if any, referring to the planning presented in Product 1 must be informed and justified, mainly when they refer to service stations, schedule, technical team and other issues that may have an impact on the relisting implementation. The report must be delivered after the effective beginning of the social security census.

e) Product 5 – Social Security Census implementation report (relisting)

Describing:

- e.1)** the routines, procedures, systems and flowcharts connected with the relisting implementation, as well as the quantities of servants per unit or office;
- e.2)** sample of reports of information contained in filled-out electronic forms and samples of management reports;
- e.3)** the syllabus, the attendance list, number of servants in relation to training courses and qualification courses provided and the course instruction time;
- e.4)** quantity of servants relisted per category and office or administrative unit and comparison with the initial database received from the State;
- e.5)** printed list, or list in a CD, of servants that did not attend the relisting.

f) Product 6 – Database with loading into “SIPREV/Management of RPPS” and export of data to CNIS/RPPS.

Composed of a report that includes:

- f.1)** definition of the information flow for the periodical feeding of updated data into SIPREV/Management of RPPS and submission of data to CNIS/RPPS and its data crossing applications;

f.2) description of the computerized process for migration of data received from the State Governments, in the layout of their systems, for the SIPREV/Management of RPPS and submission of data to CNIS/RPPS and its data crossing application, as well as in the conversion of such data into the layouts received, which will feed the State Governments' systems;

f.3) name and identify public servants from the State Governments that are trained in the implementation of systems, and inform the provision period, hours, and syllabus of the training course provided by the contractor;

f.4) documentation and source codes of applications developed;

f.5) sample of reports containing the information of public servants included in the database;

f.6) data, procedures, dates and sample of the initial loading into SIPREV/Management of RPPS;

f.7) proof of submission, to MPS, of the copy of the database loaded into SIPREV/Management of RPPS, made available to State Governments and of the file for feeding the CNIS/RPPS, which may be delivered by means of access permission at the contractor's website where the products will be provided;

f.8) confirmation of the transmission, to the State Governments, of the updated relisting data, in accordance with the layouts used by the respective Governments/Government Branches, with the purpose of updating the systems being used.

g) Product 7 – Base of Digitized Documents

Report containing the quantity and sample of digitized documents, including procedures and model of query in the digitized database, as well as the proof of delivery of the digitized document base to State Governments, as well as the technology used.

h) Product 8 – Final Report

Addressing and recording:

- Results achieved;
- Difficulties found;
- Lessons learned;
- The technology and methodology used;
- The transfer of knowledge;
- Quantitative and comparative data, concerning servants, describing the situation before and after the social security census;

- Summarized statement of the quantity of servants per category, per beneficiary, per office or administrative unit;
- Percentages, identification of non-registered servants and total cost of their remunerations and contributions, with estimate of possible losses to the public treasury;
- General recommendations .

LOT 3 – SOUTHEAST REGION

TABLE THAT SHOWS THE SPECIAL SECURITY SYSTEMS FOR PUBLIC SERVANTS OF THE STATES

Dear unitary price for Server of the Lot
R\$ 34,81

PARSEP II - REGISTRATION - NUMBER OF SERVANTS ESTEEM			
UF	STATE	Executive Power - Number of Servants	Other Powers - Number of Servants
ES	Espírito Santo	-	1.736
RS	Rio Grande do Sul	48.804	4.591
SC	Santa Catarina	-	903
SP	São Paulo	-	53.847
MG	Minas Gerais	-	3.402
	TOTAL	48.804	64.479
GRAND TOTAL			113.283

Total Price of the Lot (unitary price dear quantitative x of servers)
R\$ 3.943.381,23

Section IX. Contract Forms

Table of Forms

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Performance Bank Guarantee (Conditional)

This Agreement is made on the _____ day of _____, _____ between _____ of _____ (hereinafter called "the Guarantor") of the one part and _____ of _____ (hereinafter called "the Employer") of the other part.

Whereas

(1) This Agreement is supplemental to a contract (hereinafter called the Contract) made between _____ of _____ (hereinafter called the Service Provider) of the one part and the Employer of the other part whereby the Service Provider agreed and undertook to execute the Services of _____ for the sum of _____ being the Contract Price; and

(2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

Now therefore the Guarantor hereby agrees with the Employer that upon receipt of

- (1) a written notice to the Guarantor from the Service Provider, or
- (2) a written notice to the Guarantor from the Adjudicator, or
- (3) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer,

the Guarantor will indemnify and pay the Employer the sum of _____, _____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the date first mentioned above.

Signed by _____
for and on behalf of the Guarantor in the presence of _____

Signed by _____
for and on behalf of the Employer in the presence of _____

Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Performance Bond

By this Bond, _____ as Principal (hereinafter called “the Service Provider”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligees (hereinafter called “the Employer”) in the amount of _____/ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the _____ day of _____, _____ for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____ day of _____, _____.

Signed by _____
on behalf of _____
in the capacity of _____
In the presence of _____
Date _____

Signed by _____
on behalf of _____
In the capacity of _____
In the presence of _____
Date _____

Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Bidding Notice

001/2009

Date: 06 of November of 2009

Loan Agreement n # 7428—BR

ICB n # - 001/2009

1. The Ministry of Social Security – MPS received a loan from the International Bank for Reconstruction and Development (World Bank), in many currencies, related to the cost of PARSEP II and intend to apply part of the resources of this loan in eligible payments in the terms of the Contract to hire a company to realize the re-registration in the diverse powers of the Federal District and the States.

2. The Ministry of Social Security – MPS nominated “Buyer”, asks for closed proposal from eligible competitors to provide the Services referred in the Item 1 above and described in the Performance Specifications and Drawings (Section VII of the ICB).

3. The complete documentation concerning the bidding may be freely inspected and gained in the sites www.previdencia.gov.br or www.comprasnet.gov.br or in the address Esplanada dos Ministérios, Bloco F, Anexo Ala A, sala 249 – Brasília – DF, by any eligible competitor.

4. The proposals shall be delivered in the Ministry of Social Security - Esplanada dos Ministerios, Bloco F, Anexo Ala A, sala 249 – Brasília – DF, until **10:00 hours (Brasilia) of the day 21 of december of 2009** followed by a Bid Security at table below and shall be opened at **10:00 hours (Brasilia) of day 21 of december of 2009** in the presence of the interested that wish to watch the opening ceremony.

LOT	Value of the Bid Security of proposal R\$
Lot 1	R\$ 125.000,00
Lot 2	R\$ 55.000,00
Lot 3	R\$ 135.000,00

5. The services shall be executed accorded to the Section VIII, Performance Specifications and Drawings.