

**THE WORLD BANK**



**Making Procurement Work  
for Fragile and Small States in the Pacific**

**PROCUREMENT IMPLEMENTATION GUIDANCE**

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## ACRONYMS

CDD	Community Driven Development
CIP	Carriage and Insurance Paid to (named place of destination)
CPP	Community Participation in Procurement
CQS	Selection based on Consultant's Qualifications
CSO	Civil Society Organization
CV	Curriculum Vitae
DDP	Delivered Duty Paid
EOI	Expression of Interest
EXW	Ex-works, Ex-factory, or Off-the-shelf (OTS)
FA	Framework Agreement
GPN	General Procurement Notice
IA	Implementing Agency (or Entity)
IBRD	International Bank for Reconstruction and Development
IC	Individual Consultant
ICB	International Competitive Bidding
ICT	Information and Communications Technology
IDA	International Development Association
IFB	Invitation for Bids
ITQ	Invitation to Quote
L/C	Letter of Credit
M&E	Monitoring and Evaluation
NCB	National Competitive Bidding
NCS	Non-consulting services
NGO	Nongovernmental Organization
OP	(Bank's) Operational Policy
PC	Price Comparison
PCU	Project Coordination Unit
PIU	Project Implementation Unit
PMU	Project Management Unit
PPR	Procurement Post Review
P-RAMS	Procurement Risk Assessment and Management System
REOI	Request for EOI
RFP	Request for Proposals
SBD	Standard Bidding Document
SG	Shopping for Goods
SOE	State Owned Enterprise
SPD	Standard Procurement Document
SSS	Single Source Selection
STEP	Systematic Tracking of Exchanges in Procurement
SW	Shopping for Works
TOR	Terms of Reference
UNDB	United Nations Development Business

## **DEFINITIONS**

“The Bank” means IBRD and /or IDA, and sometimes referred to as “the World Bank”

“Borrower” means the recipient of the Bank’s loan/credit/grant

“Consultant Guidelines” means Bank’s Guidelines for “*Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers*”, January 2011 and Revised July 2014

“Procurement Guidelines” means Bank’s Guidelines for “*Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers*”, January 2011 and Revised July 2014

“Goods” means finished/manufactured products, commodities, raw material, machinery, equipment, vehicles, plant, and related services such as transportation, insurance, installation, commissioning, training, and initial maintenance.

“Works” means construction, repair, rehabilitation, demolition, restoration, maintenance of civil work structures, and related services such as transportation, insurance, installation, commissioning, and training.

“Plant” means equipped facilities, such as those executed on the basis of design, supply, installation, commissioning, maintenance, modification and protection.

“Consulting Services” means advisory or professional services provided by a firm (private entities, joint ventures, or others), or individuals.

“Non-consulting Services” means services for which the physical aspects of the activity predominate, are bid and contracted on the basis of performance of a measurable physical output, and for which performance standards can be clearly identified and consistently applied (such as drilling, aerial photography, satellite imagery, mapping, and similar operations)

“OP 10.00, Revised July 1, 2016” is the Bank’s Operational Policy on Investment Project Financing.

## PREFACE

This updated guidance manual was prepared to assist World Bank (“Bank”) and Borrower staff in the implementation of a simplified approach to Bank-financed procurement in the Pacific, under the Bank’s Procurement and Consulting Guidelines. The manual provides general guidance to project implementing agencies on implementing procurement activities, taking into account unique regional and local circumstances and aimed at better supporting development objectives through best fit procurement approaches. Continuing training is concurrently being provided by the Bank to guide practitioners involved in Bank-financed projects (both in the public and private sectors), on the procurement processes and use of the standard and sample documents.

This manual includes, in particular, guidance notes and sample templates that can be used to prepare simple project procurement documents and the procurement section of Project Operational Manuals. Simplified processes are mainly predicated on the recognition, consistent with the Procurement Guidelines, that traditional international or national competitive processes may not always be the most appropriate methods to achieve the key principles of economy, efficiency and transparency. The same consideration applies to procurement of consulting services where traditional, more competitive methods do not always allow identifying efficiently a qualified consultant, given the prevailing geographic and market conditions affecting selection processes in the Pacific.

Some additional examples of alternative procurement approaches are included in Part II below and may be further discussed during project preparation, or at any time in the course of the broader dialogue with the country on procurement modernization and capacity building. Part III includes templates for use in projects, as appropriate. The manual is intended as a work in progress and a living document, and **should be read in conjunction with the Bank’s Procurement and Consultant Guidelines**. This Updated version is as of April, 2018.

A separate guidance manual, has also been developed based on the Bank’s new Procurement Regulations 2016 (“Procurement Regulations”).

## **PART I – GUIDANCE ON THE SIMPLIFICATION INITIATIVE**

### **I.1 INTRODUCTION**

A number of factors resulting in the fragile environments that currently exist in the Pacific Islands have an immediate impact on the Borrower's ability to carry out efficiently Bank-financed procurement. Among the most important factors are the weak and sometimes non-existent local markets for both the contracting (goods and works) and consulting services. The procurement market is also affected by a weak understanding of bidding/Request for Proposal documentation and processes by potential participants. In many cases, the problem is further compounded by a lack of access to financing instruments, which makes it very difficult for local contractors to respond to the World Bank's usual requirements regarding contractual securities.

Implementation agencies have limited capacity to carry out procurement and, more importantly, to manage and administer contracts. In addition, government procurement processes and procedures are largely underdeveloped, which makes it difficult for the Bank to rely on them in a traditional way (i.e. as for NCB procedures in other countries). National contractors and suppliers also have the issue with documentary requirements of procurement processes financed by the Bank.

A further factor affecting procurement in these environments is the lack of interest among foreign bidders often due to the remoteness of the island states, or the small markets, which do not encourage participation in the advertised tenders/bids, or a viable business proposition over the longer term.

To respond to these challenges and improve efficiency and effectiveness of procurement under its projects, the Pacific Procurement Hub launched a simplification initiative leveraging to the maximum extent possible the flexibility built in the current Guidelines.

The main objective of this simplification initiative is to devise more pragmatic solutions to support achieving the project development objectives, as warranted by particular circumstances such as those prevailing in fragile and small island states. Factors like capacity, market size, remoteness and the political economy require not only greater simplification, but also more proactive "hand-holding" and coaching as part of an intensive implementation support strategy by the Bank, as well as frequent mutual communication between Borrower and Bank teams for better understanding of the context. This will require a closer partnership between the Bank and its clients in place of the traditional "arm's length" approach adopted in more mature economies and robust institutional settings, including during contract implementation. It will also call for a more proactive role in helping clients stimulating not only wider local participation, but also encouraging strong international companies and consultants to bid for goods and works contracts and submit expressions of interest for consulting services (whether financed by the Bank or other sources) starting from procurement planning. Finally, this approach must necessarily be accompanied by greater tolerance to identified risks, mitigated as appropriate to local conditions and country portfolios.

The Bank's Guidelines provide considerable scope for customisation to ensure that procurement approaches can be more relevant and responsive to local conditions. However, in order for this approach to be viable, it remains critical to devise solutions that are fully consistent with the core Bank principles of efficiency, economy, transparency, and equality. The Bank's Procurement Management team works closely with the Pacific Procurement Hub

to guide and support it in devising these solutions, managing risk efficiently, closely linking procurement decisions to results, and building sustainable capacity.

This manual is intended to provide easy reference and a tool kit to help make use of the Bank's initiative in promoting flexibility and is grounded on the Bank's Procurement and Consultant Guidelines and the principles embedded in the Bank's Operational Policy OP10.00 *Investment Project Financing July 2016* (specifically paragraph 12 "*Projects in Situations of Urgent Need of Assistance or Capacity Constraints*"), which was previously included in OP8.00 "*Rapid Response to Crises and Emergencies*"), as may be appropriate for small, remote island and fragile states which may exhibit adverse political economy, post conflict environments, social unrest, and/or, weak public and private sector capacity. In addition to the simplified procedures detailed in Parts II and III of this manual, a few additional areas which are relevant for and enhances the impact of the simplification initiative, depending on specific circumstances, are discussed below.

Procurement options to meet specific challenges will vary depending on country and institutional scenarios and mitigation measures should be developed on the basis of risk management rather than risk avoidance. As discussed above, the success of these risk management measures will also depend on the extent to which complementary capacity building measures can be implemented.

While raising thresholds and simplifying methods will be relatively easy to implement, developing a robust monitoring mechanism focusing on competitiveness, efficiency and effectiveness will be more challenging, but even more critical.

## **I.2 PROCUREMENT PLANS, COST ESTIMATES AND THRESHOLDS**

### **I.2.1 Procurement Plans**

Project procurement plans are prepared in accordance with paragraphs 1.18 and 1.25 respectively of the Bank's Procurement and Consultant Guidelines. Plans should be updated frequently during the early stages of project implementation and at least annually in later stages. ***Updated plans and processing timelines should be based on current estimates*** of each activity. The updated plans should include actual processing dates, costs and contract award information for all activities which have been processed and are ongoing or completed.

**Slicing and Packaging:** Based on the analysis of available technology and its development, market structure, capacity of implementation agency, etc. the project investments should be grouped into contracts, which can satisfy the overall project implementation plan and help achieve project development objectives. When similar items under different project components are to be procured simultaneously, items should be combined and may be packaged in lots (e.g. IT equipment). For works contracts which may not attract foreign bidders (e.g. a number of school buildings in remote areas), the works may be sliced into lots and bid under a package of lots under NCB or shopping, depending on the size of contracts. This approach will allow for reduced qualification requirements based on each lot.

**Service Standards.** Project implementing entities should set service standards for document preparation and approvals, based on historical performance. Milestones of each procurement



process should be set for the purpose of monitoring the progress. After the project is migrated into STEP, the milestones are automatically set by the system.

A *General Procurement Notice* (GPN) is published following finalization of the initial procurement plan. Responses to the GPN should be filed for future use when inviting bids or expressions of interest, which could be sent to prospective bidders or consultants from the filed list.

### **I.2.2 Cost Estimates**

When estimating costs for goods, works and services during project preparation, indicative costs may be used based on historical contract data. These estimates are used for preparing the initial (preliminary) project procurement plans.

When an activity in the procurement plan is about to be actioned, the estimated cost of that activity should be updated based on the detailed design (technical specifications, TORs, as appropriate) and current market prices. For procurement of works, the detailed engineer’s estimate should be prepared together with the detailed design prior to inviting bids, and the appropriate thresholds should be followed based on the current estimate. For selection of consultants, costs should be updated based on a detailed estimation of all inputs (personnel and reimbursables).

### **I.2.3 Applicable Procurement Thresholds for the Pacific (Method & Bank Review)**

Country-specific thresholds for procurement methods under Bank-financed projects are generally agreed between the Bank and the relevant government, and can be found at: <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement>.

Project-specific thresholds (which may be different from the agreed country thresholds) may also be determined and agreed during project preparation.

Prior and post reviews by the Bank are conducted in accordance with the Bank’s Procurement and Consultant Guidelines Appendix 1 paragraphs 2 and 5 (refer section I.23 below).

All procurement activities identified in the project’s procurement plans, which have current estimated costs above the relevant prior review thresholds, are subject to the Bank’s prior review.

The current mandatory prior review thresholds are as follows (US\$ million):

Type of procurement	Risk			
	High	Substantial	Moderate	Low
Works (including turnkey, supply & installation of plant and equipment, and PPP)	1	2	3	5
Goods, information technology and non-consulting services	0.5	0.5	1	2
Consultants: firms	0.5	0.5	1	2
Consultants: individuals	0.2	0.3	0.4	0.5

Country method thresholds for public sector procurement may be below the Bank-agreed thresholds. In such cases, Governments may choose to follow their threshold levels even for Bank-financed projects however, such procedures should be factored into the processing timelines when preparing and actioning procurement plans.

### **I.3 QUALIFICATION REQUIREMENTS (FOR USE UNDER NCB AND ICB)**

The low financial capacity and limited experience of local contractors, suppliers and consultants and the limited participation of foreign bidders, justifies a relaxation of qualification requirements to be used under ICB and NCB, particularly for works contracts.

Qualification requirements for works usually comprise three elements: annual turnover – to provide confidence that the bidders have the size and capacity to manage comparable contracts; liquidity – to demonstrate that the company has the assets (or access to credit) that would enable it to meet cash flow requirements for the contract; and experience – to show that the company is technically competent to carry out the required work. Formulas based on multiples of the contract value are normally used. However, weak market capacity and remoteness in the Pacific make it virtually impossible to obtain qualified local bidders that meet normal requirements. In these cases, it is sufficient to ensure a more limited annual turnover (e.g. equal to 80% of the annual expenditure under the proposed contract), and Cash-flow (e.g. equal to the 3-month requirements expected under the contract), and considering larger advance payments (see below). Contract duration should also be considered when specifying turnover and cash flow requirements. For example, a contract estimated to cost USD 10 million and to be completed in 1 year, would require an annual turnover of USD 8 million (80%) whereas, if the contract period is increased to 18 months, the turnover requirement would be USD 5.3 million (80% x 10 /18 x 12).

### **I.4 CONSORTIA CONTRACTS – LEVERAGING SMALL CAPACITIES**

Normally formal Joint Ventures are formed for large or technically complex contracts and are based on detailed legal arrangements between parties that include the identification of a lead firm. For a joint venture, the accumulative qualifications of all members are used for assessing the qualification of the joint venture and all the members are jointly and severally liable to the contract.

Forming joint ventures between small national contractors or suppliers in the Pacific may provide the level of capacity required to compete for a contract. Subject to the national legal requirements, the Bank, as part of its capacity-building strategy, may agree to the use of simplified joint venture templates that help formalize simple joint ventures within the contract terms and conditions themselves, rather than requiring a separate pre-bid process by the bidders.

A joint venture is different from sub-contracting, where a contractor takes full liability for the contract while the sub-contractor is liable to the contractor. Usually, the qualifications and financial capacity of a sub-contractor are not considered when qualifying a bidder.

## **I.5 COMMUNITY PARTICIPATION IN PROCUREMENT (CPP)**

The Bank has consistently recognised that considerable capacity, as appropriate to the local environment, may pre-exist in community level institutions. This capacity includes social capital within communities and local institutions such as civil society organisations (CSOs). The Community Driven Development (CDD) approach, which involves community participation in procurement (Procurement Guidelines paragraph 3.19) focuses on empowerment through the devolution of decision-making and resources directly to communities. This approach makes local institutions more participatory, accountable, and responsive. It is further promoted through increased transparency in decision-making induced by information sharing and capacity building at the community level for self-initiated development, and the 'downward' or 'social' accountability brought about through participatory monitoring and evaluation (M&E).

CDD programs may be appropriate under circumstances where there is a strong sense of community cohesion involving common problems and challenges, and seek to mobilise the community's social, institutional, physical and human capacities. CDDs can be relevant to the small island communities, and should be explored during project preparation, as appropriate.

The need for simplified procedures for CDD programs is fully recognised by current Bank procurement policy and practice. The approach should build on culture, practices, and existing accountability mechanisms of a participating community. Capacity building and tools should be tailored to local systems and conditions, but may be aided by technology such as simple platforms to collect and analyse data, geo-mapping and social media applications (e.g. in open contracting initiatives).

The specific methods and procedures of procurement under a CDD program should be developed and specified in a manual which should be agreed with the Bank before implementation starts.

## **I.6 INFORMAL APPROACHES TO RISK OWNERSHIP**

Where CDD programs are not the preferred approach, civils society organizations (CSOs) nevertheless can perform a significant oversight role that strengthens local ownership of Bank funded projects and form a valuable support to project risk management. CSOs should be able to monitor both open and closed contracts. The former type of monitoring should focus on whether the contractors are fulfilling the terms of the contract. The latter type of monitoring may focus on end-user's satisfaction with the procured goods and works. Institutional mechanisms for this involvement should be developed in consultation with the stakeholders.

CSOs and NGOs can also observe bid evaluations. The World Bank and other donors may initially fund some pilot monitoring exercises through the projects. The selection of CSOs to monitor the bidding process and/or contracts may occur through a procurement process (for consulting services) carried out by the entity that is funding the contract monitoring.

Since the real value of CSO monitoring is their role in promoting transparency, it is imperative that the monitoring reports be made public. However, the implementing agencies should be given an opportunity to comment on the reports' findings. Therefore, the reports should be

submitted to the implementing agencies and these agencies should be given reasonable time to be able to respond to the monitoring reports. After that point, the reports should be made public.

## **I.7 NOTIFICATION AND ADVERTISEMENT**

For each new project, the Bank Guidelines require publication of a General Procurement Notice (GPN). A template is available in the Bank's Procurement website or may be obtained from the Bank's procurement specialist (or STEP). The government PIU/PMU should prepare the GPN and submit it to the Bank task team for publication.

The Bank requires that all upcoming contract opportunities under international competition be advertised on UNDB (paragraphs 2.7 of the Procurement Guidelines and 2.5 of the Consultant Guidelines), in addition to the national media. For national advertising, countries have the option to advertise electronically (on websites of free national and/or international access), especially in cases where advertising in paper editions is expensive.

Similarly, Borrowers are encouraged to make use of Client Connection or STEP (if the project is migrated to STEP) for advertising on UNDB. Direct outreach to known contractors or suppliers and business associations should also be encouraged.

In some countries (e.g. Kiribati), radio announcements are the preferred method of advertising contracts and local contracting communities are used to them. In these cases, the Bank may accept radio announcements for NCB processes in lieu of other methods.

## **I.8 CONSULTANT SHORTLISTS**

The Consultant Guidelines (paragraph 2.6) require that the Bank's agreement is obtained for every deviation from the prescribed composition of shortlists. In the Pacific, when an obvious lack of qualified and interested international consultants has been established during project preparation, shortlists may comprise less than six firms, more than two firms from any given country, or exclusively national firms, as appropriate, with prior agreement with the Bank's task team.

## **I.9 USE OF SINGLE SOURCE SELECTION AND DIRECT CONTRACTING**

The conditions for single source selection of a consulting firm or an individual are covered in paragraphs 3.8-3.11 and 5.6 respectively, of the Consultant Guidelines. In general, this method may be used if it presents a clear advantage over competition. For example, firms that are already working in the country and that have a proven track record in similar assignments may be the most suitable option for performing start-up or initial activities. Consultants selected on a single-source basis may be given the right to participate in future assignments under the same project provided there is no direct conflict of interest with the tasks performed under the initial contract.

Similarly, direct contracting for the procurement of civil works and goods (paragraph 3.7 of the Procurement Guidelines) may be used to extend an existing contract or award new contracts when it can be shown that no advantage will be gained from additional competition. For such contracting to be justified, the Bank should be satisfied that the contractor is qualified and the price is reasonable. Direct contracting may be with private sector contractors or suppliers. For example, when contractors are already mobilized and working in the area a competitive process would result in unnecessary mobilization costs. In some cases such as in remote areas, it may be justified to split the activities into smaller contracts in order to benefit from the services of existing contractors, or for the procurement of locally available materials (in the case of construction contracts).

Under both the Guidelines and OP10.00, single source selection and direct contracting may be the most appropriate method to respond to emergency situations (“urgent situations”). While the decision should be made on a case-by-case basis, preferably during preparation, fragility, remoteness, and other systemic constraints found in the Pacific may also justify the use of these methods.

#### **I.10 PREQUALIFIED SUPPLIERS AND PRESELECTED CONSULTANTS**

In some countries, the use of prequalified suppliers and contractors to whom periodic invitations are issued, or the use of consultants who are already mobilized for similar assignments, may help accelerate the procurement process, broadly consistent with paragraphs 2.9 and 2.10 of the Procurement Guidelines, or 2.6 and 2.7 of the Consultant Guidelines. This approach could be used for a number of similar simple contracts of any size, particularly in post-disaster situations.

Prequalification documents would be based on a simplified format, and suppliers and contractors asked to provide minimum information to demonstrate their qualifications (e.g. annual construction turnover, similar contracts, etc. for civil works contracts). Then the implementation agency can establish a list of “pre-qualified” bidders for goods or works based on the responses from bidders. Afterwards, the ITQ is issued to the “pre-qualified” bidders.

In the case of consultants, this could be applied through the use of a “pool of experts”, or a list of “preselected” consulting firms which have either previously been identified through competition, or have been known to perform well. This list can be prepared on a country or regional basis and may be used to support implementing agencies at various stages of project execution, including in the procurement process and the preparation of TORs, shortlists, RFPs, and bidding documents. Remuneration and fees may be set at the time of “pre-selection” and included in a framework agreement following an approach equivalent to the Indefinite Delivery Contracts provided for under paragraph 4.5 of the Consultant Guidelines (see additional details under I.16 below)

#### **I.11 THE USE OF FORCE ACCOUNT**

The use of force account is specifically allowed in the following circumstances (paragraph 3.9 of the Procurement Guidelines), which may be found, in many cases, in the Pacific Islands:

- Where construction and installation works are small and scattered or in remote locations, for which qualified construction firms either do not exist or are unlikely to bid at reasonable prices;
- Where urgent repairs are required to prevent further damage, requiring prompt attention

In situations where it can be shown that construction firms are unlikely to bid at reasonable prices because of the location of and/or risks associated with the project, the use of Force Account for remote works or urgent repair/reconstruction using the implementing agency's (IA's) own personnel and equipment, or a government-owned construction unit may be the only practical method to ensure the works are carried out. In such cases the Government departments or state-owned enterprises (SOEs) may be used, with the Bank's agreement, provided that the IA has sufficient managerial capacity and the required technical and financial controls to report to the Bank on expenditures (as realistic in the local context.) The unit rates and scope for the works must be established and agreed in advance and an aggregate value agreed under each clearance of the method. Similar to direct contracting, force account is an existing method that is particularly suited to meet the needs of emergency situations under conditions which may be, in some cases, considered equivalent to those prevailing in small and fragile states in the Pacific.

In instances when the IA does not have the required number of inhouse workforce, equipment, machinery or transport for force account works, such requirements (including casual labour) may be hired/leased on short-term from external sources. **Force account work does not include the procurement of assets such as equipment, machinery or vehicles.**

Reimbursements for force account works are solely based on pre-agreed unit rates or prices and completed quantities with supporting statements of expenditure as well as verification reports.

## **I.12 PROCUREMENT OF SECOND HAND GOODS**

Under certain circumstances, usually determined by market conditions, the Bank may agree to finance second-hand goods. This is usually limited to capital plant and equipment, and vehicles when considered to provide the most economic and efficient means of meeting the project's objectives. The policy on financing second-hand goods requires that bidding documents set out: (i) clear specifications that define minimum acceptable standards (requirements), (ii) performance requirements and required residual economic life of goods (iii) any special criteria and methodology for evaluation and comparing quotations (iv) inspection provisions; and (v) requirements for certification and independent assessment of the residual value of the goods. When the conditions described under paragraph 3.7 of the Procurement Guidelines apply, second hand goods may also be procured on a direct contracting basis.

In situations where the cost of new vehicles is prohibitive due to high duties and other charges, and the purchase of second-hand 're-conditioned' vehicles of specified maximum age or mileage is common practice in a country, projects may consider procuring such vehicles competitively, subject to agreement with the Bank.

### **I.13 PROCUREMENT FINANCED UNDER DISBURSEMENT LINKED TO INDICATORS (DLI)**

If a project (or component) is designed under DLI, procurement should still comply with the principles of the Bank's Procurement and Consulting Guidelines. The Bank's task team will assess the procurement system of the implementation agency/ies and agree on specific procurement arrangements during project preparation.

### **I.14 BID SECURITY, ADVANCE PAYMENT AND PAYMENT SECURITIES**

**Bid Security.** Prospective bidders, especially small and medium-size suppliers or contractors, are sometimes deterred by the high costs and other requirements stipulated by commercial banks relating to securing a bid security in the form of a bank guarantee. Paragraph 2.14 of the Procurement Guidelines allows for the submission of a bid securing declaration in place of a bid security. Given the limited access to relevant and affordable financial services in the Pacific, Borrowers may follow this approach for most contracts, particularly under NCB or when there is a likelihood of non-participation of foreign bidders under ICB.

**Advance Payment.** Where it is not easy for contractors and suppliers to obtain lines of credit from banks, the borrower may consider increasing the amount of advance payment under works and supply contracts to up to 40 per cent of the contract value, provided that the contractor/supplier provides a bank guarantee for the same. The requirement for securities for advance payments may be waived, subject to a maximum monetary value of US\$100,000 (equivalent) of advance payment. Where it is not easy for local contractors to obtain a first demand bank guarantee in the Bank's standard format, other types of securities, which are available and commonly used in the region to guarantee contractual obligations and provide reasonable protection to the Borrower, may be considered.

**Payment Securities.** Paragraphs 2.39 and 2.40 of the Procurement Guidelines require a *performance security* to protect the Borrower in case of breach of contract. Associated costs to the contractor are often prohibitive, as for a bid security. In the case of small contracts for works or supply of goods in the Pacific, the Borrower may decide not to require a performance security. This option should be selected only when the Borrower is confident that reputational or similar risks will deter contractors or suppliers from defaulting on contracts. In works contracts, *retention money* should be retained (as a percentage of each payment) until the end of the liability period.

### **I.15 INSURANCES**

In the Pacific, access to affordable insurance services are limited or non-existent. Paragraphs 2.26 and 2.27 of the Procurement Guidelines allows for alternative arrangements, such as the Borrower arranging for a total project insurance. Borrowers may also consider providing Government-backed insurances, subject to agreement with the Bank.

## **I.16 INDEFINITE DELIVERY OR FRAMEWORK CONTRACTS**

The use of indefinite delivery contracts (paragraph 4.5 of the Consultant Guidelines) for consultants and Framework Agreements (paragraph 3.6 of the Procurement Guidelines) for goods and non-consulting services is encouraged as a way to compensate for inadequate procurement capacity in many of the Pacific Islands, particularly in emergency situations. This would allow firms and individuals to quote for unit rates and then provide services “on-call” or for goods based on “call-offs.” In certain cases, this approach may be extended to “regional contracts” for provision of goods and services to more than one country, achieving maximum efficiency and economy of scale. In many cases, framework contracts can help accelerate implementation, particularly for goods that are commonly required by all projects. Framework agreements for specific categories of goods (e.g. for the health sector) may be developed and used in agreement with the Bank. Use of Framework Agreements supported by other development partners (and different implementing organizations) is also encouraged.

Depending on the market context, consideration may be given to establishing “open” framework agreements, which allow for new qualified suppliers to join during the life of the agreement. The agreement can be rolled on for a longer period and the initial setup costs becomes a minor consideration.

The Bank’s Procurement Guidelines stipulate a maximum of three years for a framework agreement. However, this limitation may not be realistic in small island communities, where there is often only a single or several suppliers who are all already part of the framework agreement. In these cases, an abbreviated renewal process for the agreement may be established. Advisory services and technical assistance would be provided by the Bank to Governments in the Pacific interested in establishing framework agreements, including training, development of standard templates, and users’ guides for the day-to-day application of these agreements.

A template for a bidding document for procurement of goods under framework agreements is provided in Attachment 5 of Part III.

Framework agreements in situations such as the Pacific Islands have the additional advantage of providing capacity building incentive for national suppliers and consultants, while reducing the need to conduct repetitive bidding processes, which may be a deterrent for small contractors to participate in.

## **I.17 CAPACITY ASSESSMENT**

The procurement capacity assessment provides the basis for determining the existing capacity of the project implementing agency or agencies to carry out implementation of the procurement plan and subsequent contract administration. It identifies weaknesses and associated risks, and recommends mitigatory actions such as any required strengthening of the agency’s procurement function, or the need for alternative institutional arrangements, such as hiring of a procurement agent, or use of centralized procurement services set up within the Government.

In most cases, the Bank carries out a capacity assessment of the project implementing agencies, identifies the associated risks, and agrees with the Borrower on risk mitigation actions, using the Bank’s Procurement Risk Assessment and Management System (P-RAMS) tool.



### **I.18 USE OF CENTRAL IMPLEMENTATION UNITS**

Depending on the country context, a central implementation unit in the country, if it exists, can provide assistance in preparation and implementation of projects, including procurement (e.g. the Kiribati Fiduciary Services Unit-KFSU which supports all the Bank-financed projects in Kiribati). The arrangements should be agreed with the Bank task team when the project is prepared and subsequently reflected in the project documents.

Similar to a national central implementation unit, a regional unit can be established under a regional program covering several countries in the Pacific (e.g. the Technical & Fiduciary Services Unit-TFSU-under the Pacific Aviation Investment Program-PAIP).

### **I.19 HIRING OF GOVERNMENT AGENCIES, UNIVERSITIES AND RESEARCH INSTITUTES**

Paragraphs 1.13 (b), 2.8 and 3.16 of the Consultant Guidelines provide guidance on the use of Government-owned enterprises or institutions and not-government organizations for consulting services. Government-owned entities of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower. However, in the Pacific, when government-owned universities or research centres or other institutions provide services of a unique and exceptional nature which are critical to project implementation, and in the absence of a suitable private sector alternative, the Bank may agree to waive some or all of the requirements under paragraph 1.13 (b), provided suitable controls are in place to ensure the entity's independence in carrying out the services.

### **I.20 HIRING OF GOVERNMENT OFFICIALS**

Paragraph 1.13 (d) of the Consultant Guidelines provides guidance on the hiring of Government officials and civil servants of the Borrower's country under consulting contracts in the Borrower's country, either as individuals or as members of the team of experts proposed by a consulting firm. Such hiring should not conflict with any employment or other laws or regulations or policies of the Borrower's country and such individuals should: (i) be on leave of absence without pay, or have resigned or retired; (ii) not be hired by the agency they were working for before going on leave of absence without pay, resigning or retiring; and their hiring should not create a conflict of interest.

In the case of resignation or retirement, a period of at least six months, or the period established by statutory provisions applying to civil servants in the Borrower's country, whichever is longer, should have passed. However, in exceptional circumstances, the latter requirement may be waived with the prior agreement of the Bank. An alternative to hiring (as consultants) Government officials on leave without pay, is for projects to finance a "top up" to their official salaries under "operating costs" (unless prohibited under the Country Financing Parameters). This would prevent the "drain out" of Government officials and ensure continuity of their services within the public service.

In general, decisions on conflict of interest made by the Bank are informed by the unique circumstance prevailing in the specific country, such as the uniqueness of the skills provided by a particular civil servant when no qualified local consultant is available and no international consultant would be interested, or suited for the assignment.

Professors or staff and experts in specialized fields from universities, educational institutions, and research institutes can be contracted individually on a part-time basis provided that they have been full-time employees of their institutions for a year or more before being contracted and such hiring is justified for the services required.

### **I.21 PROCUREMENT IN POST-DISASTER OPERATIONS**

The Bank's Operational Policy OP10.00 *Investment Project Financing July 2016* paragraph 12 "*Projects in Situations of Urgent Need of Assistance or Capacity Constraints*" provides the guiding principles for projects which address post-disaster situations. Countries in the Pacific are prone to natural disasters which make heavy demands on their already limited resources. Measures to cope with such demands in a timely manner should focus on assembling a resource base which can be speedily and efficiently utilized when needed. Such resources may include annually updated rosters of suppliers, contractors and service providers who could be mobilized at short notice; prequalified suppliers and contractors; standardized documentation for repairs to buildings and infrastructure (such as type plans, drawings, bills of quantities, cost estimate templates); systems which are directly accessible by project beneficiaries (such as an electronic card system linked to selected retailers as was set up in Samoa). Framework and indefinite delivery contracts could also be used, as described in I.16 above.

### **I.22 CONTRACT MANAGEMENT, RECORDKEEPING AND MAINTENANCE OF A CONTRACT DATABASE**

Contract management starts with the issue of the notification of award, and involves both fiduciary and technical staff. It includes contract monitoring to ensure compliance with the terms and conditions of the Contract; financial monitoring and expenditure forecasting; quality compliance and timely delivery; performance assessments; and successful conclusion of contracts. For high-value and/or complex contracts, professional management consultant may be employed for contract management (e.g. supervision consultant for civil works contracts).

Within the project implementation agency, administrative procedures should be established for processing payments under contracts. **Usually, interim and final payments against a contract should not be processed or approved by the financial staff unless technical compliance certification is issued by the technical staff (or supervisor) managing the contract.** Technical certification should include (i) a signed statement that the goods/works/services provided complies with the specifications/works requirements/terms of reference, as the case may be; (ii) physical verification information for goods/works (which may include end-user certification), and certification of deliverables provided under service contracts (including filing reference).

In accordance with paragraph 5, Appendix 1 of the Bank's Procurement and Consultant Guidelines, the Borrower shall retain all documentation with respect to each contract for up to two years after the closing date specified in the Financing Agreement (this includes, inter alia,

copies of signed contracts, original bids, evaluation reports, and all documents relating to implementation of each contract).

Borrowers are encouraged to maintain contract databases, comprising names of contract awardees (suppliers/contractors/ consultants), contract amounts and contract periods, description of contract coverage, major contract deviations/ variations, actual progress payment, evaluation of contractor performance, and any other relevant information. This database should be updated regularly (monthly or quarterly). Such information would help the Borrower monitor progress of contract implementation and identify issues (e.g. delays). It can also be used in preparing estimates for future projects and contracts, preparing rosters of reliable contractors for emergency works, and for market surveys. The information would also be useful for preparing a regional database which would be shared among all Borrowers in the Pacific.

### **I.23 REVIEWS BY THE BANK**

Prior and post reviews by the Bank are conducted in accordance with the Bank's Procurement and Consultant Guidelines Appendix 1 paragraphs 2 and 5.

All procurement activities identified in the project's procurement plan which have current estimated costs above the relevant prior review thresholds, are subject to the Bank's prior review. After detailed design or specifications or TOR are prepared for a contract, it is good practice for the estimated cost of the contract to be updated. After updating the cost estimate prior to inviting bids or EOIs, or after bids or proposals are opened and when a contract is about to be awarded, if the estimated/evaluated contract amount is above the prior review threshold, then the process should be treated as subject to prior review at that stage, and all the related procurement documents should be submitted to the Bank for prior review.

In the case of prior reviews, the Bank reviews each step of the procurement process and a '*no objection*' from the Bank is required **prior** to moving to the next step in the process. For procurement of goods and works, prior review usually involves a review of the draft bidding documents (including technical specifications, drawings, and BOQ), addenda to the bidding documents, and bid evaluation reports. For consulting services, the documents for prior review include TOR, EOI evaluation and shortlisting reports, draft RFP and addenda, technical evaluation reports, and draft negotiated contracts. The minutes of bid or proposal opening should be submitted to the Bank as soon as the bids or proposals are opened.

In the case of post reviews, all the relevant documents for each contract are kept in the project files of the PIU or PMU. Each year, the Bank selects a sample to be reviewed from among those which have not been prior reviewed. The size of the sample will depend on the procurement risk rating of the project.

Irrespective of whether an item is subject to review or not, all procurement related records should be maintained for all items processed as per the procurement plan/update.

## PART II – SPECIFIC GUIDANCE ON PROCESSES

The procurement methods listed below are used in the projects financed by IBRD Loans, IDA Credits and/or Grants, and those financed from other sources (such as the Pacific Region Infrastructure Facility - PRIF) which are administered by the Bank. The applicable procurement methods are included in the procurement schedule of the loan/credit agreements. Only the procurement methods specified in the above agreements can be used in project implementation.

### II.1 SHOPPING FOR GOODS (SG) AND WORKS (SW)

The shopping method is governed by paragraph 3.5 of the Bank’s Procurement Guidelines. This method is generally used for readily available off-the-shelf goods or standard specification commodities, or simple civil works of small value. The use of this method will be governed by pre-determined thresholds reflected in the procurement plan which is agreed with the Bank. Usually, **shopping is carried out without advertisement**, and an Invitation to Quote (ITQ) is issued to pre-selected suppliers (for Goods) or contractors (for Works) as appropriate.

The project implementation agency (usually the “Purchaser”) should nominate a procurement committee of three members (preferably, no more than five) to prepare and issue ITQ, receive and evaluate quotations, and recommend award. If the project is implemented by a PIU/PMU, its procurement officer should be included as advisor to the committee, whenever possible. If the number of known suppliers or contractors is inadequate, the project implementation agency can consider public advertising.

#### II.1.1 Shopping For Goods (SG)

Quotations can be sought from international or national suppliers for supply of Goods, provided the estimated cost is within the shopping threshold.

Prices for goods supplied from within the country (including previously imported items) are requested to be quoted EXW (e.g. works, ex factory, ex warehouse ex show room or off-the-shelf, as applicable), including all custom duties and sale and other taxes already paid or payable on the raw materials and components. For goods offered from abroad (i.e. not previously imported), prices are requested to be CIP. The project implementation agency can also invite quotations on DDP basis. However, the agency should note that the use of DDP may pose an undue burden on foreign suppliers for estimation of custom duties and internal transport for relatively small purchases. Prices can be quoted in any currency of the Bank-member countries (up to three) and there should be provisions on currency conversion for the purpose of evaluation of quotations, if more than one currency is involved.

Details of pricing terms under INCOTERMS can be found at: <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/>

Under CIP, the Purchaser will arrange for customs clearance and delivery to the final destination.

When national suppliers are invited to quote for supply of goods, the Purchaser should assess if the suppliers would have the required quantities in stock (“off-the-shelf”) or if the goods would have to be imported after the contract is signed. If items are to be imported, sufficient “delivery” time should be allowed for suppliers to import and deliver the goods.

The ITQ is issued to selected suppliers (refer I.10 above) by letter, fax or email, and quotations can be submitted using any of the aforesaid means of communication. Quotations from a minimum of three suppliers should be obtained, unless local market size or conditions make it impossible, or very difficult to obtain the minimum. If less than three quotations are received after all efforts are exhausted (direct invitation, public advertisement, etc.), the Bank should be informed. After no objection from the Bank, the process can continue. As an alternative, the project implementation agency may agree with the Bank on a general approach for handling the situation with less than three quotations, instead of on a case-by-case basis.

The following steps are normally followed:

- ◆ Agree on the list of required items of goods (including quantities); try to group the same type of or similar Goods into specific Lots under a procurement package, particularly when multiple items of similar goods are procured simultaneously;
- ◆ Prepare technical specifications without using brand names, or copy-pasting from technical specifications of proprietary Goods. Use performance based rather than prescriptive specifications (for example, specify a range: “displacement within a range of 1000 to 1200 cc” instead of “displacement of 1000 cc”);
- ◆ Prepare list of reputable and reliable suppliers broad enough to generate good competition and yield at least three quotations. This list may be prepared based on past experience, consultation with chambers of commerce, internet, or direct market research, as well as the list of “pre-selected suppliers”;
- ◆ Ensure that the list recommended meets eligibility requirements including the Bank’s Sanction Policy by checking the related website of the Bank;
- ◆ Prepare Invitation to Quote (ITQ) using the appropriate sample in Attachment 1 in Part III for Goods (depending on whether ITQ is to be issued to international or national suppliers);
- ◆ Issue the ITQ to the suppliers; allow a minimum of 7 days for submission of quotations (a shorter period – 3 days – may be allowed for very small contracts, or in case of emergencies). If national suppliers need to source prices from international markets, allow more time for submission;
- ◆ Receive quotations by deadline, and evaluate them (quotations can be received by e-mail, fax, or other methods, as applicable locally, not requiring sealed envelopes);
- ◆ If unable to obtain at least three quotations, provide justification to the Bank and obtain no objection before proceeding with the response(s) already received;
- ◆ Prepare an evaluation report using Attachment 2 making a recommendation for award of the contract;
- ◆ Obtain the necessary approval for contract award/notification from the relevant authorized approver, and maintain the original signed evaluation report in the procurement files;
- ◆ Issue two copies of the contract (signed by the Purchaser) for the selected supplier to sign and request one copy of the signed contract to be returned to the Purchaser;
- ◆ Maintain the signed contract in the procurement file. Keep the process confidential until the contract has been awarded;

- ◆ Publish contract award information (description of contract, names of bidders, prices of quotations, name of the selected supplier, the contract price) in a national newspaper, or in an appropriate website, or on a widely used electronic portal with free access;
- ◆ Receive and inspect goods and make payments as per the provisions of contract; and
- ◆ Keep all related documents on file (including copies of all original quotations, invoices and payments, and technical certifications).

### **II.1.2 Shopping for Works (SW)**

Quotations may be invited from contractors under “lumpsum” contracts for very small value works, or for works of a simple nature and/or relatively accurate estimated quantities. Quotes and payments for such contracts are based on an “Activity Schedule”. If the quantities of payment items cannot be well estimated based on the detailed design or there are uncertainties (e.g. site conditions), quotations are usually based on a “Bill of Quantities” (BOQ) where, for the purpose of competitive bidding, the quantity of each payment item is based on estimation, while payments during contract implementation are based on actual quantities of works performed (“Admeasurement”) and the unit rate/price quoted by the contractor.

The ITQ is issued to selected contractors by letter, fax or email, and quotations can be submitted using any of the aforesaid means of communication. Quotations from a minimum of three bidders should be obtained. If less than three quotations are received after all efforts are exhausted (direct invitation, public advertisement, etc.), the Bank should be informed. After no objection from the Bank, the process can continue. As an alternative, the project implementation agency may agree with the Bank on a general approach for handling the situation with less than three quotations, instead of on a case-by-case basis.

The following steps are normally followed:

- ◆ Prepare the detailed designs, works requirements, specifications, and Activity Schedule or Bill of Quantities;
- ◆ Prepare list of reputable and reliable contractors broad enough to generate good competition. This list may be prepared based on past experience, or direct market research;
- ◆ Ensure the contractors recommended meet eligibility requirements including the Bank’s Sanction Policy by checking the related website of the Bank;
- ◆ Prepare the Invitation to Quote (ITQ) using the sample in Attachment 3 of Part III for Works;
- ◆ Issue the ITQ to the bidders; allow a minimum of 7 days for submission of quotations (a shorter period – 3 days – may be allowed for very small contracts, or in case of emergencies);
- ◆ If unable to obtain at least three quotations, provide justification to the Bank and obtain no objection before proceeding with the response(s) already received;
- ◆ Receive quotations by the deadline, and evaluate them (quotations can be received by e-mail, fax, or other methods, as applicable locally, not requiring sealed envelopes);
- ◆ Prepare an evaluation report using Attachment 4 of Part III for Works making a recommendation for award of the contract;

- ◆ Obtain the necessary approval for contract award/notification from the relevant authorized approver, and maintain the original signed evaluation report in the procurement files;
- ◆ Issue two copies of the contract (signed by the Employer) to the selected contractor to sign and request one copy of the signed contract to be returned to the Employer;
- ◆ Maintain the original signed copy of the Contract in the procurement file. Keep the process confidential until the contract has been awarded;
- ◆ Publish contract award information (description of contract, names of bidders, prices of quotations, name of the selected contractor, the contract price) in a national newspaper; or in an appropriate website or on a widely used electronic portal with free access;
- ◆ Implement the works contract and make payments in accordance with the provisions of Contract;
- ◆ Keep all related documents on file (including copies of all original quotations, invoices and payments, and technical certifications).

## **II.2 SIMPLIFIED NATIONAL COMPETITIVE BIDDING**

In most countries in the Pacific, the Bank’s allowable shopping threshold is much higher than that of the country’s shopping threshold under public procurement. Usually, open competitive bidding is required for contracts above the national shopping threshold under the national legislation. It is acceptable if the project implementation agency issues an invitation to bid locally on national newspaper or electronic portal for contracts with a value between the Bank’s and the National shopping thresholds. Whenever possible, it is suggested to use the sample simplified NCB bidding documents in Attachments 7 and 9 of Part III, for this type of NCB.

For NCB over the Bank-approved shopping threshold, the project implementation agency should agree with the Bank on a set of bidding documents to be used for the project and incorporate the provisions for “*Environmental, Social, Health and Safety (ESHS) Enhancements*” into the NCB bidding document, as described in Attachment 11 of Part III.

## **II.3 SELECTION OF A FIRM BASED ON CONSULTANT’S QUALIFICATIONS (CQS)**

CQS is governed by paragraph 3.7 of the Bank’s Consultant Guidelines.

*Steps to be followed (selection process to be completed within 90 days):*

- ◆ Establish a selection committee of at least three members, but not more than five members;
- ◆ Prepare terms of reference (TOR), and the cost estimate in terms of person/days (weeks, months, whatever is applicable), assignment duration, etc.,
- ◆ Establish selection criteria for shortlisting, including parameters such as specific experience relating to the assignment, experience in situation similar to the project location, availability of key expertise (not specific experts) and financial capacity;
- ◆ Request electronically expressions of interest (*Attachment 12 of Part III*) and qualification information on the firm’s experience and competence relevant to the

assignment, preferably through advertisement in *UNDB*, a national newspaper and/or in an appropriate website, and through dissemination of information about the assignment to professional associations, and sending the advertised REOI text to the consultant firms already available in the PIU/PMU register etc.;

- ◆ Establish through evaluation of EOIs based on the selection criteria, a shortlist and ranking of the firms which expressed interest using the forms in *Attachment 13 of Part III* (the shortlist should comprise only those firms which have the relevant experience and fulfil any minimum requirements as per the established selection criteria; **ranking is based on experience and qualifications over and above the minimum requirements**);
- ◆ If necessary, seek via email additional information/clarification from interested firms;
- ◆ Select the top-ranking firm from the shortlist, with the best qualifications and references. Verify if the firm meets the specific requirements in the Bank's Consultant Guidelines for Eligibility (paragraph 1.11), Hiring of Government Agencies, Universities, Research Institutes and officials (paragraph 1.13) and Bank's Sanction Policies (paragraph 1.23)
- ◆ Prepare the Request for Proposal using sample in *Attachment 14 of Part III*;
- ◆ Send the Request for Proposal only to the selected highest-ranked firm to submit technical and financial proposals for the assignment, in accordance with the terms of reference; allow not less than two weeks depending the type of assignment.
- ◆ Evaluate the proposal (technical and financial), with reference to the TOR and the cost estimate, and prepare for negotiations;
- ◆ The Client's representative team negotiates the contract (See *Attachments 15 and 16 of Part III* for Standard Forms of Contract) with the firm and prepares minutes of negotiations as per the attachment (no one-to-one negotiations);
- ◆ Sign the contract;
- ◆ Keep the process confidential until contract signature;
- ◆ Publish contract award information (the name of the selected firm) in a national newspaper or in an appropriate website or on a widely used electronic portal of the agency with free access; and
- ◆ Keep all documents on file.

#### II.4 SELECTION OF INDIVIDUAL CONSULTANTS (IC)

Selection of individual consultants is governed by Section V of the Bank's Consultant Guidelines.

The form of contract to be used will depend on whether (i) the selected individual is international or national; (ii) the payment is time-based on lump-sum; and (iii) the inputs are full-time or part-time. International consultants are normally paid for days worked on a 'per day' basis (time-based). The daily rate is negotiated based on the rate in previous or current contract for similar assignment. Depending on the nature of tasks, national individual consultant can be contracted under either time-based or lump-sum contract.

##### *Steps to be followed (selection process to be completed within sixty days):*

- ◆ Prepare the terms of reference, and the cost estimate in terms of person/days (weeks, months, whatever is applicable), assignment duration, etc.,



- ◆ Establish selection criteria, based on the nature of tasks in the TOR (e.g. relevant experience in the field of the assignment, familiarity with the region etc);
- ◆ Submit to the Bank for review, the TOR and estimated cost;
- ◆ Seek expressions of interest (REOI) by direct invitation to potential candidates listed in the register/archive of the PIU/PMU from previous advertisements (including responses to the General Procurement Notice), and personal applications or through advertisement (*see Attachments 17a and 17B of Part III*). The EOI should include a detailed CV and references so that the evaluation committee can assess the qualification of the candidate. The invitation and EOI can be issued/submitted electronically and/or by hand or postal delivery. If potential candidates are not readily available, advertisement should be published in *UNDB* (if an individual with international experience is required), a national newspaper and/or in an appropriate website, and, if feasible, disseminate information to professional associations, etc);
- ◆ Evaluate the CVs based on the criteria set up beforehand, verify qualification or performance with references if necessary, prepare a shortlist of qualified candidates, and rank the candidates. Verify if each of the short-listed candidates meets the specific requirements in the Bank's Consultant Guidelines for Eligibility (paragraph 1.11), Hiring of officials from Government Agencies, Universities, Research Institute (paragraph 1.13) and Bank's Sanction Policies (paragraph 1.23). [The shortlist should comprise only individuals who meet the established selection criteria. Ranking is based on experience and qualifications over and above the minimum requirements];
- ◆ If the number of qualified candidates is less than three or there are insufficient CVs to compare, obtain the Bank's No Objection to limit the number in the shortlist before proceeding with the selection process.;
- ◆ The Client may opt to interview the first three ranked candidates before hiring, following evaluation of the CVs, and the interview should be based on the same selection criteria as specified in the TOR. The results should be properly documented in the evaluation report (i.e., how many candidates were interviewed, what were the results, etc);
- ◆ Prepare evaluation report using the form in *Attachment 18 of Part III*;
- ◆ If subject to Bank's prior review, submit the evaluation report to the Bank;
- ◆ After Bank's no objection (if prior review), negotiate contract (*See Attachments 19 to 23 of Part III* for Standard Forms of Contract) with the selected consultant via email, fax or on the phone;
- ◆ In case the negotiations with the selected individual fail, obtain the Bank's no objection before proceeding to negotiate with the next best individual,
- ◆ If subject to prior review, submit the draft negotiated contract to the Bank for No Objection.
- ◆ Sign the contract;
- ◆ Keep the process confidential until contract is awarded;
- ◆ Publish the contract award information in a national newspaper and/or on a widely used electronic portal of the agency with free access
- ◆ Inform all candidates of the outcome of the selection process;
- ◆ Supervise the consultant's performance;
- ◆ Ensure that payments are made in accordance with the provisions of the contract;
- ◆ File all records appropriately.

## **II.5 DIRECT CONTRACTING FOR GOODS AND WORKS**

Direct contracting is governed by paragraph 3.7 of the Bank's Procurement Guidelines. Specific situations under which direct contracting may be permitted in the Pacific countries are provided in section I.9 above.

### ***Steps to be followed (process to be completed within sixty days):***

- ◆ Prepare technical specifications and estimated cost of the goods or works to be procured directly from a pre-selected supplier or contractor;
- ◆ Prepare justification for direct contracting (the selected supplier or contractor should meet the eligibility requirements including the Bank's Sanction Policy, as per paragraphs 1.6, 1.7, 1.9 and 1.10 of the Bank's Procurement Guidelines);
- ◆ Submit the estimated cost and the justification for direct contracting to the Bank;
- ◆ Following the Bank's '*No Objection*', proceed with the purchase by preparing an ITQ including technical requirements and contract terms and conditions;
- ◆ Send ITQ with contract conditions to the supplier or contractor
- ◆ Verify that the prices quoted are at least the same as the supplier or contractor charges to its other customers, and are consistent with the local market values (negotiate if necessary);
- ◆ If subject to prior review, send the draft contract and supporting documents to the Bank for review;
- ◆ Sign the contract;
- ◆ Publish contract award information (the name of the selected supplier/contractor, the contract price) in a national newspaper; or on a widely used electronic portal of the agency with free access.

**PART III ATTACHMENTS**

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**ATTACHMENT 1-A  
INVITATION TO QUOTE (ITQ)  
SHOPPING FOR GOODS  
NATIONAL SUPPLIERS**

**ATTACHMENT 1-A  
INVITATION TO QUOTE (ITQ)  
SHOPPING FOR GOODS  
NATIONAL SUPPLIERS**

**INVITATION TO QUOTE (ITQ)**

*[use letterhead paper of the Purchaser]*

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_  
Source of Funding (loan/credit/grant no.): \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_

To: \_\_\_\_\_

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply of the following items:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_

Information on technical specifications and required quantities are attached.

2. You may quote for:
  - i. any one or more items under this invitation. Each item shall be evaluated and contract awarded separately to the supplier(s) offering the lowest evaluated price for each item, if substantially responsive to the technical specifications
  - or*
  - ii. you must quote for all the items under this Invitation. Price quotations will be evaluated for all the items together and contract awarded to the supplier offering the lowest evaluated total cost of all the items, if substantially responsive to the technical specifications.

***(Note: The Purchaser must select one of the two options and delete the non-applicable option)***

3. Your price quotation in the forms attached (Annexes 1, 3 and 4) may be submitted by hand delivery, post, facsimile or electronically at the following address:

\_\_\_\_\_  
(Purchaser's Address)

\_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_

4. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in above Paragraph 3 is: ..... (*insert the time and date of submission deadline- Normally not less than 7 days from the invitation date.*)

5. Your quotation in ..... (*insert language*) language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in ..... language if available otherwise in English) for each item quoted.

6. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) PRICES: The prices should be quoted in ..... (*insert local currency*) for the total cost at final destination (*insert place of destination*) which includes all taxes, VAT, custom duties, inland transportation, insurance, loading and unloading plus the price of delivery to the place of destination.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination in accordance with paragraph 2 above.

In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

- a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- c) if a Supplier refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF CONTRACT: The award will be made to the bidder offering the lowest evaluated price and offering goods which are substantially responsive to the technical specifications. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of forty five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

7. Further information can be obtained from:  
(*insert the full address of the Purchaser*) \_\_\_\_\_

Name of contact person: \_\_\_\_\_  
Telephone: \_\_\_\_\_



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

8. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,  
Signature, name and title of the Purchaser's authorized person

**NOTIFICATION OF AWARD**

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

**Project Title:** \_\_\_\_\_

**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Contract Ref:** \_\_\_\_\_

**Notification of Award**

This is to notify you that your Quotation dated *[insert date]* for supply of *[insert name of the contract and identification number]* is hereby accepted for the Contract Amount of *[insert currency and amount in numbers and words]*, as corrected and modified in accordance with the Invitation to Quote.

You are hereby required to counter-sign the attached Contract Agreement (including Annexes) and return it to the Purchaser within seven (7) days of receipt of this Notification.

Sincerely,  
Name and title of the Purchaser's authorized person

**Attachment: Contract Agreement (with Annexes) completed and signed by Purchaser**

**FORM OF CONTRACT (NATIONAL SHOPPING-GOODS)**

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

**THIS AGREEMENT** number \_\_\_\_\_ made on \_\_ (day)\_\_, \_\_ (month)\_, \_\_ (year)\_\_ between \_\_\_\_\_ (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotations for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called “the Contract”) and has accepted the quotation by the Supplier for the supply of goods under the Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_ ) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) This signed contract agreement;
  - b) Supplier’s Quotation (including signed Form of Quotation, Terms and Conditions of Supply, Technical Specifications, and signed Statement of Technical Compliance); and
  - c) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay in consideration of the Goods supply and acceptance in accordance with the Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.
4. Applicable Law. The Contract shall be interpreted in accordance with the laws of the ..... (*insert country*).
5. Force-Majeure. The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, “Force-Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

6. Resolution of Disputes. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchaser's country. The dispute shall be referred to jurisdiction at the Courts of ..... *(insert the name of the city where the implementing agency prefers the location of the authorized courts).*
7. Failure to Perform. The Purchaser may cancel the Contract if the Supplier fails to deliver the Goods in accordance with this Contract with a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.
8. Fraud and Corruption. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract.

9. Inspections and Audits

9.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

9.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the World Bank ("the Bank") and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 8 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Signature and seal of the Purchaser:**  
FOR AND ON BEHALF OF

**Signature and seal of the Supplier:**  
FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

**ANNEX 1: TERMS AND CONDITIONS OF SUPPLY (NATIONAL SHOPPING-GOODS)**

*[To be completed, signed and submitted by the Supplier as an attachment to the signed Form of Quotation]*

Project Name: \_\_\_\_\_  
 Purchaser: \_\_\_\_\_  
 Contract Name: \_\_\_\_\_  
 Contract Ref: \_\_\_\_\_  
 Lot No. \_\_\_\_\_

1. Prices and Schedules for Supply

Sl.No.	Item No	Description of Goods	Quantity	Unit Price	Total Price at final destination (includes all taxes, VAT, customs duties, inland transportation and insurance)	Delivery Period (days) from Date of Notification of Award, to final destination
<i>(to be filled by Purchaser)</i>				<i>(to be filled by Bidder)</i>		<i>(to be filled by Purchaser)</i>

(Note: In case of discrepancy between unit price and total derived from multiplication of unit price and quantity, the unit price shall prevail)

*(the above table may be customized by the Purchaser to include items other than Goods supply, such as installation, training etc.)*

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
4. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding \_\_\_\_\_ calendar days from Notification of Award. The final destination for delivery of the Goods is .....
5. Insurance: The supplier is responsible for all kinds of insurance until the goods are delivered and installed (if applicable) to the final destination and the Purchaser will not assume any responsibility until goods are delivered and installed.

6. Delivery and Documents (for goods supplied from abroad). Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by mail or fax the full details of shipment, including Contract number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
- (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) Duplicate air/ship/truck transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked "freight prepaid";
  - (iii) Copies of the packing list identifying contents of each package;
  - (iv) Manufacturer's or supplier's warranty certificate;
  - (v) Certificate of origin;
  - (vi) Certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the final destination and, if not received, the Supplier shall be responsible for any consequent expenses.

7. Payment for your invoice will be made as follows:
- i. If goods are provided from a readily available market in ..... (*insert Purchaser's country*): 100% against receipt of goods and issue of Acceptance Certificate by the Purchaser, for the respective delivery. Payment shall be made by bank transfer to the account of the supplier. In case of very small amounts and non-availability of bank facilities in remote areas, payment may be made in cash by the Purchaser against a receipt.
  - ii. If goods are supplied from abroad specifically for this Contract: [payment will be made 100% on acceptance of the goods] *or* [Advance payment of 10% of the Contract price shall be paid within thirty (30) days of signing the contract against a simple receipt and a bank guarantee for the equivalent amount; 80% of the Contract price shall be paid on Shipment of goods and the remaining 10% of the Contract price shall be paid within thirty (30) days after the date of the Acceptance Certificate for the respective delivery issued by the Purchaser  
**[Purchaser to choose one option and delete the other].**

8. Warranty. Goods offered should be covered by a warranty as specified in Annex 2, Technical Specifications.

9. Packaging and Marking Instructions. The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

10. Defects. All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser. Name and address of service facility of the Supplier by which the defects are to be corrected, within the warranty period:

Name and Address \_\_\_\_\_

11. The Supplier confirms compliance with the Technical Specifications provided in Annex 2, subject to the accepted deviations, if any, in Annex 4.

NAME OF SUPPLIER\_\_\_\_\_

Authorized Signature\_\_\_\_\_

Place:

Date:

**ANNEX 2: TECHNICAL SPECIFICATIONS**

Project Name: \_\_\_\_\_  
Purchaser: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

Title of Goods

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters
- (iv) Warranty requirements
- (v) Installation requirements (if any)
- (vi) Training requirements (if any)



**ANNEX 3: FORM OF QUOTATION (NATIONAL SHOPPING-GOODS)**

*[To be completed, signed and submitted on Letterhead of Supplier]*

\_\_\_\_\_ (Date)

To: \_\_\_\_\_ (Purchaser's Name)

\_\_\_\_\_ (Purchaser's Address)

\_\_\_\_\_

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

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

Contract Ref: \_\_\_\_\_

We offer to execute the \_\_\_\_\_ *(Purchaser to fill name and number of Contract)* in accordance with the Form of Contract and Annexes accompanying your Invitation for Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_ calendar days from the Date of Notification of Award.

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

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the Invitation to Quote.

Authorized Signature: \_\_\_\_\_

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

Name of Supplier: \_\_\_\_\_

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

Phone Number \_\_\_\_\_

Fax Number, if any \_\_\_\_\_

e-mail address: -----

**ANNEX 4: STATEMENT OF TECHNICAL COMPLIANCE**

*[To be completed, signed and submitted by the Supplier as an attachment to the signed Form of Quotation]*

Project Name: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

Date:

To: *(name of Purchaser)*

We, the undersigned, confirm that we shall supply the Goods listed in Annex 1 according to the standards and specifications described in Annex 2 except for those deviations listed below:

List all deviations of the proposed items of Goods:

or

**nil**

We confirm that the Goods proposed in our quotation substantially satisfy the requirements specified in the specifications. The main technical responses are as listed below:

List all the main technical characteristics of the proposed items of Goods:

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

Name of Supplier: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 1-B  
INVITATION TO QUOTE (ITQ)  
SHOPPING FOR GOODS  
INTERNATIONAL SUPPLIERS**

**ATTACHMENT 1-B  
INVITATION TO QUOTE (ITQ)  
SHOPPING FOR GOODS  
INTERNATIONAL SUPPLIERS**

**INVITATION TO QUOTE (ITQ)**

*[use letterhead paper of the Purchaser]*

**Date:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

To: \_\_\_\_\_

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply of the following items:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_

*Information on technical specifications and required quantities are attached.*

2. You may quote for:
  - i. any one or more items under this invitation. Each item shall be evaluated and contract awarded separately to the supplier(s) offering the lowest evaluated price for each item, if substantially responsive to the technical specifications
  - or*
  - ii. you must quote for all the items under this Invitation. Price quotations will be evaluated for all the items together and contract awarded to the supplier offering the lowest evaluated total cost of all the items, if substantially responsive to the technical specifications.

***(Note: The Purchaser must select one of the two options and delete the non-applicable option)***

3. Your price quotation in the forms attached (Annexes 1, 3 and 4) may be submitted by hand delivery, surface mail, courier service, facsimile or electronically at the following address:

\_\_\_\_\_  
(Purchaser's Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail address: \_\_\_\_\_

4. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in above Paragraph 3 is: ..... (*insert the date of submission deadline- Normally not less than 7 days from the invitation date.*)

5. Your quotation in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English) for each item quoted, including names and addresses of agents providing after-sales service facilities in ..... (*insert country*).

6. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(ii) PRICES: The prices should be quoted in an acceptable currency for the total cost CIP, as per INCOTERMS, to ..... (*insert port of destination*). For items supplied domestically, the prices should be EXW plus inland transportation and insurance to the final destination.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total CIP or EXW plus inland transportation price to the final destination as appropriate, in accordance with paragraph 2 above.

In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

- a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- c) if a Supplier refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF CONTRACT: The award will be made to the bidder offering the lowest evaluated price and offering goods which are substantially responsive to the technical specifications. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of forty five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

7. Further information can be obtained from:  
\_ (*insert the full address of the Purchaser*) \_\_\_\_\_  
Name of contact person:  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,  
Signature, name and title of the Purchaser's authorized person

**NOTIFICATION OF AWARD**

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

**Project Title:** \_\_\_\_\_

**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_

**Contract Ref:** \_\_\_\_\_

**Notification of Award**

This is to notify you that your Quotation dated *[insert date]* for supply of *[insert name of the contract and identification number]* is hereby accepted for the Contract Amount of *[insert currency and amount in numbers and words]*, as corrected and modified in accordance with the Invitation to Quote.

You are hereby required to counter-sign the attached Contract Agreement (including Annexes) and return it to the Purchaser within seven (7) days of receipt of this Notification.

Sincerely,

Name and title of the Purchaser's authorized person

**Attachment: Contract Agreement (with Annexes) completed and signed by Purchaser**

**FORM OF CONTRACT (INTERNATIONAL SHOPPING-GOODS)**

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

THIS AGREEMENT number \_\_\_\_\_ made on \_\_ (day)\_\_, \_\_ (month)\_\_, \_\_ (year)\_\_ between \_\_\_\_\_ (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called “Contract”) and has accepted the quotation by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_ ) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
  - a) This signed contract agreement;
  - b) Supplier’s Quotation (including signed Form of Quotation, Terms and Conditions of Supply, Technical Specifications, and signed Statement of Technical Compliance); and
  - c) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay in consideration of the Goods supply and acceptance in accordance with the Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
4. Applicable Law. The Contract shall be interpreted in accordance with the laws of the ..... (*insert country*).
5. Force-Majeure. The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, “Force-Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.



If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

6. **Resolution of Disputes.** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchaser's country. The dispute shall be referred to jurisdiction at the Courts of ..... (*insert the name of the city where the implementing agency prefers the location of the authorized courts*).
7. **Failure to Perform.** The Purchaser may cancel the Contract if the Supplier fails to deliver the Goods in accordance with this Contract with a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.
8. **Fraud and Corruption.** If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract.
9. **Inspections and Audits**

9.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

9.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the World Bank ("the Bank") and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 8 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Signature and seal of the Purchaser:**  
FOR AND ON BEHALF OF

**Signature and seal of the Supplier:**  
FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

**ANNEX 1: TERMS AND CONDITIONS OF SUPPLY (INTERNATIONAL SHOPPING-GOODS)**

*[To be completed, signed and submitted by Supplier as an attachment to the signed Form of Quotation]*

**Project Name:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Contract Ref:** \_\_\_\_\_

**Lot No.:** \_\_\_\_\_

1. Prices and Schedules for Supply

Sl. No.	Item No	Description of Goods	Quantity	Unit Price	Total Price CIP (or EXW plus inland transportation for locally supplied items) to port of destination	Delivery Period (days) from Date of Notification of Award, to port of destination
<i>(to be filled by Purchaser)</i>				<i>(to be filled by Bidder)</i>		<i>(to be filled by Purchaser)</i>

**Commented [ZL1]:** Should be revised to the final destination

(Note: In case of discrepancy between unit price and total derived from multiplication of unit price and quantity, the unit price shall prevail)

*(the above table may be customized by the Purchaser to include items other than Goods supply, such as installation, training etc)*

2. Fixed Price. The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

3. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.

4. Delivery Schedule: The delivery should be completed as per above schedule. The port of destination for delivery of the Goods is ..... *(insert port of destination in the Purchaser's country).*

5. Insurance: The supplier is responsible for all kinds of insurance until the goods are delivered to the destination named by the Purchaser. The Purchaser will not assume any

responsibility until goods are delivered to the named destination. The Goods supplied shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from Warehouse to Warehouse on All-risks basis, including War Risks. The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

6. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to and unloading at the port of destination.

7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including contract number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) Duplicate air/ship/truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Manufacturer's or supplier's warranty certificate;
- (v) Certificate of origin;
- (vi) Certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of destination and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment. Payment against the Contract will be made as follows:

100% of the Accepted Contract Amount shall be paid against delivery of shipping documents, through an irrevocable and confirmed Letter of Credit, opened by \_\_\_\_\_ (*name of the bank in Purchaser's country*) in favour of the \_\_\_\_\_ (*Supplier to provide name of his bank*)

**OR**

Advance payment of 10% of the Accepted Contract Amount shall be paid within thirty (30) days of confirmation of acceptance of the contract by the Supplier, with a bank guarantee for the same amount;

80% of the Accepted Contract Amount shall be paid on shipment of the Goods; and

10% of the Accepted Contract Amount shall be paid within thirty (30) days after the date of the Acceptance Certificate for the respective delivery issued by the Purchaser.

**[Purchaser to choose one option and delete the other]**

9. Warranty. Goods offered should be covered by the manufacturer's warranty as specified in Annex 2, Technical Specifications.

10. Defects. All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser. Name and address of service facility of the Supplier by which the defects are to be corrected, within the warranty period:

Name and Address \_\_\_\_\_(to be filled by Supplier)  
\_\_\_\_\_

11. The Supplier confirms compliance with the Technical Specifications provided in Annex 2, subject to the accepted deviations, if any, in Annex 4.

NAME OF SUPPLIER\_\_\_\_\_

Authorized Signature\_\_\_\_\_

Place:

Date:

**ANNEX 2: TECHNICAL SPECIFICATIONS**

Project Name: \_\_\_\_\_  
Purchaser: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

Title of Goods

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters
- (iv) Warranty requirements
- (v) Installation requirements (if any)
- (vi) Training requirements (if any)

**ANNEX 3: FORM OF QUOTATION (INTERNATIONAL SHOPPING-GOODS)**

*[To be completed, signed and submitted on Letterhead of Supplier]*

\_\_\_\_\_(Date)

To: \_\_\_\_\_ (Purchaser's Name)  
\_\_\_\_\_ (Purchaser's Address)  
\_\_\_\_\_

Project Name: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_

We offer to execute the \_\_\_\_\_ *(Purchaser to fill name and number of Contract)* in accordance with the Form of Contract and Annexes accompanying your Invitation for Quotation for the Contract Price of \_\_\_\_\_ (in words and numbers) (\_\_\_\_\_) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_ calendar days from the Date of Notification of Award.

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

We hereby confirm that this Quotation complies with the validity of the Quotation required in the Invitation to Quote.

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

Name of Supplier: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number, if any \_\_\_\_\_  
e-mail address: -----

**ANNEX 4: STATEMENT OF TECHNICAL COMPLIANCE**

*[To be completed, signed and submitted by the Supplier as an attachment to the signed Form of Quotation]*

Project Name: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

Date:

To: *(name of Purchaser)*

We, the undersigned, confirm that we shall supply the Goods listed in Annex 1 according to the standards and specifications described in Annex 2 except for those deviations listed below:

List all deviations of the proposed items of Goods:

or

**nil**

We confirm that the Goods proposed in our quotation substantially satisfy the requirements specified in the specifications. The main technical responses are as listed below:

List all the main technical characteristics of the proposed items of Goods:

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

Name of Supplier: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 1-C  
LIST OF SUPPLIERS TO ISSUE ITQ  
SHOPPING FOR GOODS**



**ATTACHMENT 1-C  
LIST OF SUPPLIERS TO ISSUE ITQ  
SHOPPING FOR GOODS**

<b>No.</b>	<b>Name of Supplier</b>	<b>Year of Business Registration</b>	<b>Previous Experience</b>	<b>Financial Capacity (if known)</b>	<b>Justification for Selection</b>

**ATTACHMENT 2  
PROCUREMENT OF GOODS UNDER SHOPPING  
EVALUATION FORM**

**ATTACHMENT 2  
PROCUREMENT OF GOODS UNDER SHOPPING  
EVALUATION FORM**

1. Project Name \_\_\_\_\_

Loan/Credit/Grant Number:

2. Implementing Agency \_\_\_\_\_

3. Contract Name: \_\_\_\_\_  
Contract Ref. No.: \_\_\_\_\_  
Description of Goods \_\_\_\_\_

4. Estimated Cost (Local. Currency) \_\_\_\_\_  
Equivalent US\$ \_\_\_\_\_

5. ITQ Issued on: \_\_\_\_\_  
Quotations Submission \_\_\_\_\_ time allowed (days) \_\_\_\_\_  
Submission Deadline \_\_\_\_\_ (date) \_\_\_\_\_

6. Bidders Invited    Bidders Quoted    Quotation Receipt Date    Price Quoted

7. Ranking of Responsive  
Quotations by Price

<u>Name of Bidder</u>	<u>Bidder's price</u>	<u>Evaluated Price</u>
-----------------------	-----------------------	------------------------

- 1.
- 2
- 3
- 4
- 5

8. Non-Responsive Quotations

<u>Bidder</u>	<u>Reason(s) for Rejection (reference to ITQ and specification).</u>
---------------	--

- 1
- 2

9. Name of the lowest evaluated responsive Bidder \_\_\_\_\_

10. Total Price of the Contract Award (*currency*) \_\_\_\_\_ US\$ equivalent.....

11. Intended Date of Contract award \_\_\_\_\_

12. Any issues (to be) discussed at finalization of contract. Give details.

13. Complaints from other Suppliers, if any. Provide details and attach a copy of complaint letter to the evaluation form.

Date: \_\_\_\_\_

Title / Names and Signatures of Evaluation Committee (EC) and Procurement Official or authorized person

**Attachment A to Evaluation Form**

**Evaluation of Technical Responsiveness**

Key Requirements in Specifications	Name of Bidder 1		Name of Bidder 2		Name of Bidder 3	
	Bidder's offer	EC Comments	Bidder's offer	EC Comments	Bidder's offer	EC Comments
Spec 1						
Spec 2						
Spec 3						

**Attachment B to Evaluation Form** *(delete if not applicable)*

**Evaluation of winning Bidder's Qualifications**

Key Requirements	Name of Winning Bidder	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		
Qual 3		

**ATTACHMENT 3-A  
INVITATION TO QUOTE (ITQ)  
SHOPPING FOR WORKS  
INTERNATIONAL & NATIONAL CONTRACTORS**

**ATTACHMENT 3-A  
INVITATION TO QUOTE (ITQ)  
SHOPPING FOR WORKS  
INTERNATIONAL & NATIONAL CONTRACTORS**

**INVITATION TO QUOTE (ITQ)**

*[use letterhead paper of the Employer]*

Date of Issue of Invitation: \_\_\_\_\_

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

To: \_\_\_\_\_

Dear Bidder,

1. The \_\_\_\_\_ (Employer) hereby invites you to submit a quotation for the following works:

.....  
.....

*(Brief description of the Works)*

2. To assist you in the preparation of your price quotation we enclose the necessary Specifications, Bill of Quantities (BOQ)/Activity Schedule (AS) ***(Employer to select preferred option – either BOQ or AS)***, Drawings, and Form of Contract.

3. You may submit the signed Form of Quotation (including the priced BOQ/AS) by hand delivery, post, facsimile or electronically at the following address:

\_\_\_\_\_  
*(Employer's Address)*

4. You must have experience as a contractor in the construction of at least one work of the nature and complexity equivalent to the works included in this Invitation over the last three years, and provide evidence of financial resources to successfully complete the works of this contract.

5. Each bidder shall submit only one quotation. All quotations submitted in violation of this rule shall be rejected.

6. In evaluating the quotations, the Employer will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) For Quotations with BOQ: where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

**OR**

(b) For Quotations with AS: where there is a discrepancy in the total and the sum of the line item amounts, the total shall be corrected.

*(Employer to select preferred option – either BOQ or AS – as in para 2 above)*

(c) if a Bidder refuses to accept the correction, his quotation will be rejected.

7. Your quotation shall be valid for a period of forty five (45) days from \_\_\_\_\_ (deadline for submission of the quotation).

8. For Quotations with BOQ: Your quotation in \_\_\_\_\_ language shall be for the whole works and based on the unit rates specified in the Bill of Quantities for a fixed unit rate contract. Currency of quoted prices and payment shall be in \_\_\_\_\_ (*specify National currency*). The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

**OR**

For Quotations with AS: Your quotation in \_\_\_\_\_ language shall be for the whole works and based on a fixed lumpsum for the entire works. Currency of quoted prices and payment shall be in \_\_\_\_\_ (*specify National currency*). The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

*(Employer to select preferred option – either BOQ or AS – as in para 2 above)*

9. The Employer will award the contract to the Bidder whose quotation has been determined to be substantially responsive to this invitation to quote, has offered the lowest evaluated price quotation and is qualified to do the Works.

10. The terms and conditions of contract are attached to this invitation.

11. Your quotation should be submitted by \_\_\_\_\_ (date and time).

12. Further information can be obtained from:  
\_ (*insert the full address of the Employer*) \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

13. Please confirm by fax/e-mail to the contact provided in paragraph 12 above, the receipt of this invitation and whether or not you will submit the price quotation(s).



Sincerely,

\_\_\_\_\_  
(signature, name and title of Employer's authorized signatory)

**NOTIFICATION OF AWARD**

*[use letterhead paper of the Employer]*

[date]

To: *[name and address of the Winning Bidder]*

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

**Notification of Award**

This is to notify you that your Quotation dated ..... *[insert date]* ..... for execution of the ..... *[insert name of the contract and identification number]* ..... is hereby accepted for the Contract Amount of ..... *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Invitation to Quote.

You are requested to counter-sign the attached Contract Agreement, and return it to the Employer at the following address:

..... *(Employer's address)* .....

before ..... (date).....

Authorized Signature:  
Name and Title of Signatory:  
Name of Employer:

**Attachment: Contract Agreement signed by the Employer, with accepted priced BOQ/AS, Specifications and Drawings**

## FORM OF CONTRACT: SHOPPING FOR WORKS

Name of Country: \_\_\_\_\_

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

Source of Funding (loan/credit grant no.): \_\_\_\_\_

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

Contract Reference Number: \_\_\_\_\_

This Contract is made this \_\_\_\_\_ day of (insert month in words) \_\_\_\_\_ (insert year) \_\_\_\_\_ between (insert the legal name of the Employer) \_\_\_\_\_ on the one part (hereinafter called "the Employer") and (insert the legal name of the bidder) \_\_\_\_\_ (hereinafter called "the Contractor") on the other part.

Whereas the Employer has called for quotations for (*name and identification number of the contract*) ("the Works") and the Contractor has submitted a quotation for the Works and the Employer has accepted the Contractor's Quotation dated (*Day/Month/ Year* \_\_\_\_\_) for the execution and completion of the Works and the remedying of any defects therein.

Now this Contract witnesses as follows:

1. The Contractor hereby covenants to execute the Works fully detailed in the drawings, technical specifications and Bill of Quantities (BOQ)/Activity Schedule (AS) (*Employer to select one preferred option as in ITQ*) included in the Contractor's Quotation (Annex 1) which constitute an integral part of this Contract in a professional and workmanship like manner in accordance with the following Conditions of Contract:
  - (a) Remedy all defects within 7 working days of notification by the Engineer in charge \_\_\_\_\_ (name), during the period of execution of the contract and thereafter for defects notified within the defect liability period.
  - (b) The Employer reserves the right to terminate the contract due to unsatisfactory performance 10 days after giving a written notice.
  - (c) All material and construction equipment on site, temporary works, and the Works shall be deemed to be the property of the Employer if the contract is terminated due to fault by the Contractor.
  - (d) The Contractor will in all cases abide by the directions of the Engineer in charge.
  - (e) The Contractor shall submit to the Engineer in charge, a program within 7 days after signing the contract describing general methods and schedule to complete the Works.
  - (f) The Contract completion period shall be [*Employer to insert period*] (calendar days) after signing of the Contract.
  - (g) For BOQ based contracts: In case of changes to the quantities in BOQ, the unit rates under the contract will be used to calculate the payment. For variations, the unit rates in the BOQ shall be used for similar items under variation. New items of work performed, under variation as ordered by the Engineer in charge, will be paid at mutually agreed rate/s and, in case of any disagreement between the Contractor and the Engineer in charge, the latter will fix the unit rates that will be binding on the Contractor.

For AS based contracts: The Contract Price is fixed and no additional payments or deductions will be made for variations in quantities. New items of work performed under variation due to change of design as ordered by the Engineer in charge will be paid at

mutually agreed prices and, in case of any disagreement between the Contractor and the Engineer in charge, the latter will fix the prices that will be binding on the Contractor.

- (h) The Law governing the contract shall be the applicable laws of (*insert country*)
  - (i) The Contractor shall be responsible for the safety of all the activities on the Site.
  - (j) During execution of the Works the Engineer in charge will carry out inspection of the Works at site to verify that the Works are executed by the Contractor in accordance with the specifications and required quality as per specifications. The Engineer in charge will reject works not performed to the required specifications and the Contractor shall take immediate actions to rectify all defects in accordance with subparagraph (a) above.
  - (k) Either party may terminate the Contract by giving a 14 days' notice to the other for unforeseen events such as wars and acts of God such as earthquake, floods, fires etc. In such case the payments will be made for the completed works to the date of termination of contract.
  - (l) The Contractor is responsible for all taxes, duties, levies, customs duties, etc. in accordance with the laws of (*insert country*) which are already included in the unit rates or prices in the BOQ or AS, except VAT.
  - (m) Any disputes between the Employer and the Contractor arising under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved, either party may refer the dispute to arbitration in accordance with (*insert country*) Law No: \_\_\_\_\_ or jurisdiction at the Courts (*insert the name of the city where the Employer prefers the location of the authorized courts*).
2. In consideration thereof the Employer covenants to pay the Contractor the Contract Price of \_\_\_\_\_ (in words and figures) in the following manner and instalments:

For BOQ based contracts:

- (A) An advance payment of 15 percent of the Contract Price will be paid upon the submission of an Advance Payment Bank Guarantee in the same amount and currency. As an alternative to the Bank Guarantee the payment of 15 percent of the Contract Price will be paid upon the Contractor bringing to the work site the following items and the Engineer in charge certifying it: 1/ at least one half of all materials to be incorporated in the Works or all materials to be consumed within three months, whichever is less, and 2/ all equipment required for the construction works.
- (B) Subsequent payments will be made based on monthly statements submitted by the Contractor, of the estimated value of the work executed less the cumulative amount certified previously. The value of work executed shall be based on the unit rates specified in the BOQ and the actual quantity completed for each item of BOQ, and shall include the valuation of Variations if any. The Engineer in charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. For each payment, 20% of the value of payment will be deducted for repayment of any advance payment until the total of advance payment is paid off, and 10% of the value will be retained as retention money until the total of retention money reaches 5% of the accepted contract price. Each interim payment will be due for payment within 21 days of submission of invoice and supporting documents for the completed quantities, if the quantities are correct as verified by the Engineer in charge.

- (C) One-half of the 5% retention money will be paid to the Contractor on certification by the Engineer in charge of substantial completion of the Works, and the balance half of the retention money will be paid at the end of the defects liability period. The Advance Payment Bank Guarantee shall be released when the advance payment is paid back in total.
- (D) Final contract value will be based on the actual quantities completed.
- (E) The defects liability period will be 12 months after taking over of completed works by the Employer.

For AS based contracts:

- (A) An advance payment of 15 percent of the Contract Price will be paid upon the submission of an Advance Payment Bank Guarantee in the same amount and currency. As an alternative to the Bank Guarantee the payment of 15 percent of the Contract Price will be paid upon the Contractor bringing to the work site the following items and the Engineer in charge certifying it: 1/ at least one half of all materials to be incorporated in the Works or all materials to be consumed within three months whichever is less, and 2/ all equipment required for the construction.
- (B) Subsequent payments will be made for each activity completed based on the quoted price for the respective activity. For each payment, 20% of the value of payment will be deducted for repayment of any advance payment until the total of advance payment is paid off, and 10% of the value will be retained as retention money until the total of retention money reaches 5% of the accepted contract price. Each interim payment will be due for payment within 21 days of submission of invoice and supporting documents for the completed quantities.
- (C) One-half of the 5% retention money will be paid to the Contractor on certification by the Engineer in charge of substantial completion of the Works, and the balance half of the retention money will be paid at the end of the defects liability period. The Advance Payment Bank Guarantee shall be released when the advance payment is paid back in total.
- (D) The defects liability period will be 12 months after taking over of completed works by the Employer.

**3. Inspections and Audits**

- 3.1 The Contractor shall carry out all instructions of the Engineer in charge which comply with the applicable laws where the Site is located.
- 3.2 The Contractor shall permit, and shall cause its Sub-Contractors to permit, the World Bank (“the Bank”) and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation to carry out the Works and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the

Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.

**4. Termination.**

The Employer may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Contractor does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Engineer in charge may have subsequently approved in writing;
- (b) If the Contractor becomes insolvent or bankrupt;
- (c) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.
- (d) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**5. Fraud and Corruption**

If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank’s sanctions procedures), in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4(a).

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

<p>_____ Signature (on behalf of the Employer)</p> <p>In the presence of: _____ (Signature of Witness)</p> <p>Name and designation of Witness:</p>	<p>Name of the Contractor; _____</p> <p>_____ Signature on behalf of Contractor</p> <p>In the presence of: _____ (Signature of Witness)</p> <p>Name and Address of Witness:</p>
--	---

**ANNEX 1: SPECIFICATIONS**  
(Technical specifications should be incorporated in this annex)

**Project Title:** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Reference Number:** \_\_\_\_\_

1. Brief background
2. Description and location of the Works
3. Standards and Specifications

**ANNEX 2A: BILL OF QUANTITIES**

*[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]*

**Project Title:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Contract Reference Number:** \_\_\_\_\_

<b>SUMMARY BILL OF QUANTITIES</b>					
<b>No.</b>	<b>Description of Works items</b>	<b>Unit (m2, m3, kg, ton, piece, etc (where appropriate))</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
(to be filled by the Employer in ITQ)				(to be filled by bidder)	
01					
02					
03					
04					
--					
--					
--					
Total Price					
VAT (... %)					
Grant Total including VAT					

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_



**ANNEX 2B: PRICED ACTIVITY SCHEDULE**

*[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]*

**Project Title:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Contract Reference Number:** \_\_\_\_\_

No.	ACTIVITY	AMOUNT (CURRENCY)
(to be filled by Employer in ITQ)		(to be filled by bidder)
1		
2		
3		
.....		
<b>TOTAL PRICE</b>		
VAT (...%)		
<b>GRAND TOTAL INCLUDING VAT</b>		

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

***(EMPLOYER TO SELECT PREFERRED OPTION – BOQ OR AS - AND DELETE THE OTHER)***

**ANNEX 3: DRAWINGS**

**Project Title:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Contract Reference Number:** \_\_\_\_\_

The Works are to be performed in accordance with the following Drawings:

- 1.
- 2.
- 3.
- 4.

**ANNEX 4: FORM OF QUOTATION-SHOPPING FOR WORKS**

*[To be completed, signed and submitted on Letterhead of Bidder]*

**Project Title:** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Reference Number:** \_\_\_\_\_

\_\_\_\_\_ (Date)

To: \_\_\_\_\_ (Employer’s Name)  
\_\_\_\_\_ (Employer’s Address)  
\_\_\_\_\_

We offer to execute the \_\_\_\_\_ (name and number of Contract) in accordance with the Form of Contract and Specifications accompanying your Invitation to Quote for the Contract Price of \_\_\_\_\_ (amount in words and numbers) ( \_\_\_\_\_ ) (name of currency) \_\_\_\_\_ excluding VAT. We propose to complete the Works described in the Contract within a period of [*Employer to insert period*] calendar days from the Date of Signing of the Contract.

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

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the Invitation to Quote.

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

Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Email address: \_\_\_\_\_

**ATTACHMENT TO FORM OF QUOTATION (*delete if not applicable*)**

**DETAILS OF BIDDER'S QUALIFICATIONS TO PERFORM THE CONTRACT**

**(refer paragraph 4 of the Invitation to Quote)**

*[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]*

1. Experience as a works contractor (over the last three years):

Contract No. 1

Contract title:

Description of the Works (include the description, nature and complexity similar to the works of this ITQ):

Contract period:

Final Contract Value:

Any other details:

Contract No. 2

Contract title:

Description of the Works:

Contract period:

Final Contract Value:

Any other details:

Contract No. 3

Contract title:

Description of the Works:

Contract period:

Final Contract Value:

Any other details:

Contract No. ....

2. Availability of Financial Resources:

The winning bidder should have adequate sources of finance to meet the cash flow requirements for at least 30% of the value of the works, in addition to requirements for works currently in progress.

Source of financing	Currency and Amount
1.	
2.	
3.	
4.	

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

**ATTACHMENT 3-B  
LIST OF CONTRACTORS TO ISSUE ITQ  
SHOPPING FOR WORKS**

**ATTACHMENT 3-B  
LIST OF CONTRACTORS TO ISSUE ITQ  
SHOPPING FOR WORKS**

No.	Name of Contractor	Year of Business Registration	Previous Experience	Value of contracts previously completed	Justification for Selection

**ATTACHMENT 4**  
**PROCUREMENT OF WORKS UNDER SHOPPING**  
**EVALUATION FORM**



**ATTACHMENT 4  
PROCUREMENT OF WORKS UNDER SHOPPING  
EVALUATION FORM**

1. Project Name \_\_\_\_\_
2. Loan/Credit/Grant Number \_\_\_\_\_
3. Implementing Agency \_\_\_\_\_
4. Contract Name & Ref. No. \_\_\_\_\_
5. Details of Works \_\_\_\_\_
6. Estimated Cost \_\_\_\_\_ Equivalent US\$ \_\_\_\_\_
7. ITQ Issued on:  
Quotations Submission \_\_\_\_\_ time allowed(days) \_\_\_\_\_  
Submission Deadline \_\_\_\_\_ (date) \_\_\_\_\_
8. Bidders Invited      Bidders Quoted      Quotation Receipt Date      Price Quoted
9. Evaluation Criteria,  
if other than Price  
Explain
10. Ranking of Responsive  
Quotations by Price  

	<u>Bidder</u>	<u>Evaluated Price</u>
1		
2		
3		
4		
11. Non-Responsive Quotations  

	<u>Bidder</u>	<u>Reason(s) for Rejection</u>
1.		
2.		
12. Name of the lowest evaluated responsive bidder \_\_\_\_\_
13. Total price of the Contract award \_\_\_\_\_ US \$ \_\_\_\_\_ Equivalent
14. Intended Date of Contract award \_\_\_\_\_
15. Any issues (to be) discussed at finalization of contract. Give details.

16. Complaints from other Bidders, if any. Provide details.

Date: \_\_\_\_\_

Title / Names and Signatures of Evaluation Committee (EC) and Procurement Official or authorized person

**Attachment A to Evaluation Form (*delete if not applicable*)**

**Evaluation of Responsiveness to ITQ**

Key Requirements in ITQ	Name of Bidder 1		Name of Bidder 2		Name of Bidder 3	
	Bidder's offer	EC Comments	Bidder's offer	EC Comments	Bidder's offer	EC Comments
1.						
2.						
3.						

**Attachment B to Evaluation Form (*delete if not applicable*)**

**Evaluation of winning Bidder's Qualifications**

Key Requirements	Name of Winning Bidder	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		
Qual 3		

**ATTACHMENT 5**  
**INVITATION TO QUOTE (ITQ) UNIT RATES FOR GOODS**  
**UNDER A SIMPLE FRAMEWORK AGREEMENT**  
**NATIONAL SUPPLIERS**  
**(OFF-THE-SHELF GOODS)**

**ATTACHMENT 5  
 INVITATION TO QUOTE (ITQ) UNIT RATES FOR GOODS  
 UNDER A SIMPLE FRAMEWORK AGREEMENT  
 NATIONAL SUPPLIERS (OFF-THE-SHELF GOODS)**

**INVITATION TO QUOTE (ITQ)**

*[use letterhead paper of the Purchaser]*

Date of Issue of Invitation: \_\_\_\_\_

**FA Reference No.:** \_\_\_\_\_

**Year:** 20../20..

To: \_\_\_\_\_

Dear Bidder,

1. You are invited to submit your quoted rates for the supply of the following Goods Items to be procured under a framework agreement:

Item No.	Description of Item	Unit	Schedule of Delivery (days from the date of Delivery Order)
<i>(to be filled by Purchaser)</i>			
1.			
2.			
3.			

2. To assist you in the preparation of your quoted rate/s we enclose Technical Specifications in Annex 2, and the Form of Framework Agreement.

3. Submission of Quotations. Your quotation should be submitted in accordance with the following instructions, the attached Terms and Conditions of Supply and the Form of Framework Agreement:

i. You may quote for any one or more items under this invitation.

ii. The rate/s should be quoted in ..... *(insert local currency)* for the cost of supply and delivery of the respective item/s to the specified destination *(insert destination such as a central store)* and should include all taxes, custom duties, insurance, loading and unloading, delivery to the specified destination, and warranty.

iii. Quotation Validity. Your quoted rate/s should be valid for a period of 42 days from the deadline for submission of quotations, indicated in paragraph 4 of this Invitation to Quote

iv. Your quotation, in ..... *(insert language)* language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent

information (in ..... language if available otherwise in English) for each Goods Item quoted.

v. Your quotation should be submitted in the forms attached (Annexes 1, 3 and 4) and may be submitted by hand delivery, post, facsimile or electronically at the following address:

\_\_\_\_\_  
(Purchaser's Address)

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail address: \_\_\_\_\_

4. Submission Deadline. The deadline for receipt of your quotation by the Purchaser at the address indicated in above paragraph 3 (v) is: ..... (*insert the time and date*)

5. Evaluation of Quotations. Items offered and determined to be substantially responsive to the technical specifications will be evaluated by comparison of the evaluated rates for each item. The evaluated rates will be determined by adjusting the quoted rates for any minor deviations or errors.

6. Notification of Award. For each Goods Item, the bidders offering the lowest three evaluated rates, and quotations which are substantially responsive to the Technical Specifications, will be issued notifications of award for the supply of the said item, under the terms and conditions provided in the attached Form of Framework Agreement. Each successful bidder will be required to sign a Framework Agreement for the item/s awarded by the Purchaser, as per the attached form. Thereafter, Delivery Orders will be issued, as and when required, for supply and delivery of the Goods Items. The Purchaser has the right to decide to which Supplier/s to issue the Delivery Order for each Goods Item, when required.

7. Further information may be obtained from the address provided in paragraph 3 (v) above, attention ..... (*insert the name of official in charge*)

8. Please confirm by fax/e-mail to the Purchaser, the receipt of this invitation and whether or not you will submit a quotation.

Sincerely,  
(Signature, name and title of the Purchaser's authorized person)

**NOTIFICATION OF AWARD**  
*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Selected Supplier]*

**FA Reference Number:** \_\_\_\_\_

**Year:** 20../20..

**Notification of Award**

This is to notify you that your Quotation dated *[insert date]* for supply of the following Goods Items at the following unit rates is hereby accepted, as corrected and modified in accordance with the Invitation to Quote.

Schedule of Rates

Item No.	Item Description	Unit	Unit Rate* (currency)	Delivery Schedule (days from the date of Delivery Order)
1				
2				
3				

\* Unit rate includes taxes, duties, transportation to specified destination, insurance, and warranty

You are hereby required to counter-sign the attached Framework Agreement (including Annexes) and return it to the Purchaser within seven (7) days of receipt of this Notification.

Sincerely,  
Name and title of the Purchaser's authorized person

**Attachment: Framework Agreement (with Annexes)**

## FORM OF FRAMEWORK AGREEMENT FOR GOODS

**FA Reference Number:** \_\_\_\_\_

**Year:** 20../20..

THIS FRAMEWORK AGREEMENT (“the Agreement”) is made this ..... day of .....  
(*insert month in words*) ..... (*insert year*) between ..... (*insert the legal name of the Purchaser*) on the one part (hereinafter called “the Purchaser”) and ..... (*insert the legal name of the Supplier*) (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotations for supply of items of goods (“the Goods Items”), the Supplier has submitted a quotation for the item/s, and the Purchaser has accepted the Supplier’s Quotation dated (*Day/Month/ Year* \_\_\_\_\_) for the supply and delivery of any or all of the Goods Items, as listed in the attached Schedule of Rates.

NOW THIS AGREEMENT WITNESSES as follows:

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

- a) Notification of Award dated ....., including the accepted Schedule of Rates,
- b) Terms and Conditions of Supply,
- c) Technical Specifications,
- d) Supplier’s Quotation dated ....., and
- e) Supplier’s Statement/s of Technical Compliance.

2. Agreement Period. This Framework Agreement shall commence on the date of signing of the Agreement and shall expire on ..... (540 days from commencement).

3. The Supplier hereby covenants to supply the Goods Item/s in accordance with the attached Specifications, Terms and Conditions of Supply, and the provisions of this Agreement, as and when requested by the Purchaser in a Delivery Order issued for each Goods Item, and to remedy any defects therein during the Warranty Period.

4. This is a Closed Panel Framework Agreement. This means that no new suppliers will be awarded FAs during the Agreement Period as defined in Para. 2.

5. Force-Majeure.

5.1 The Supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under a Delivery Order is the result of an event of Force-Majeure.

5.2 For purposes of this clause, “Force-Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events



may include, but are not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

5.3 If a Force-Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Delivery Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by a Force-Majeure event.

6. Payments. The Purchaser hereby covenants to pay in consideration of each Goods Item delivered and accepted in accordance with the Agreement, in accordance with clause 4 of the attached Terms and Conditions of Supply.

7. Applicable Law. The Agreement shall be interpreted in accordance with the laws of the ..... (*insert country*).

8. Taxes and Other Charges. The Supplier is responsible for all taxes, custom duties, insurance, loading and unloading, delivery to the specified destination, and warranty, in accordance with the Applicable Law, and which are already included in the accepted unit rates in the Schedule of Rates.

9. Resolution of Disputes. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Agreement and/or subsequent Delivery Order/s. In the event the dispute remains unresolved, either party may refer the dispute to arbitration in accordance with the procedures of the Purchaser's country or jurisdiction at the Courts of ..... (*insert the name of the city where the implementing agency prefers the location of the authorized courts*).

#### 10. Inspections and Audits

10.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the specified destination is located.

10.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the World Bank ("the Bank") and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Agreement and the submission of the Quotation to supply the Goods Item/s, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors attention is drawn to Clause 11 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

#### 11. Termination of Agreement

The Purchaser may terminate this Agreement with at least ten (10) working days prior written notice to the Supplier after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Supplier does not remedy a failure in the performance of its obligations under the Agreement within seven (7) working days after being notified, or within any further period as the Purchaser may have subsequently approved in writing;
- (b) If the Supplier becomes insolvent or bankrupt;
- (c) If the Supplier, in the judgment of the Purchaser or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Agreement.
- (d) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

12. Fraud and Corruption. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank's sanctions procedures), in competing for or in executing the Agreement, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Agreement.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**Signature and seal of the Purchaser:**  
FOR AND ON BEHALF OF

**Signature and seal of the Supplier:**  
FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

Witnesses:  
(Signatures, Names & Designations)

Witnesses:  
(Signatures, Names & Designations)

**ATTACHMENT TO THE FRAMEWORK AGREEMENT  
FORM OF DELIVERY ORDER**

*[use letterhead paper of the Purchaser, when issuing a Delivery Order]*

[date]

To: *[name and address of the Supplier]*

**FA Reference Number:** \_\_\_\_\_

**Year:** 20../20..

**Delivery Order Number:** \_\_\_\_\_

In pursuance of our Framework Agreement (No. ....), dated ....., this is to request you to supply and deliver the following Goods Item/s, in accordance with the said Framework Agreement, the attached Schedule of Rates and Delivery Schedule, and Terms specified below:

Terms

1. You shall complete delivery of the Goods Item/s specified in the following table:

Item No.	Item Description	Unit	Quantity	Unit Rate* (currency)	Amount	Delivery Schedule
1						
2						
3						
.....						

\* Unit rate includes taxes, custom duties, insurance, loading and unloading, delivery to the specified destination, and warranty, and shall be the same as specified in the framework agreement

5. Payments will be made in accordance with Clause 6 of the Framework Agreement, and under the terms specified in Clause 5 of the Terms and Conditions of Supply.

Please confirm acceptance of this Delivery Order within three (3) days of receipt of this Delivery Order.

Authorized Signature:  
Name and Title of Signatory:  
Name of Employer:

**ANNEX 1: TERMS AND CONDITIONS OF SUPPLY (FRAMEWORK AGREEMENT-GOODS)**

1. Fixed Price: The accepted unit rates indicated in the Notification of Award are firm and fixed and not subject to any adjustment during the Framework Agreement period.
2. Off-the-Shelf Items: The Goods Item/s for which a quotation is submitted should be 'off-the-shelf' and ready for delivery, as specified in the Notification of Award.
3. Delivery Orders: Delivery orders will be issued to the Supplier, as and when required, and in accordance with the terms of the Framework Agreement. The specified destination for delivery of the Goods is .....
4. Insurance: The Supplier is responsible for all kinds of insurance until the goods are delivered to the specified destination and the Purchaser will not assume any responsibility until goods are delivered.
5. Payments. Payments against invoices for each Delivery Order will be made as follows:  
  
100% of the value of the full quantity of the Goods Item delivered against the respective delivery order, and on issue of the Acceptance Certificate by the Purchaser. The value of each Goods Item delivered shall be calculated by multiplying the quantity of the item delivered by the accepted unit rate for the said item. Payment shall be made by bank transfer to the account of the Supplier. In case of very small amounts and non-availability of bank facilities in remote areas, payment may be made in cash by the Purchaser against a receipt.
6. Warranty. Goods offered should be covered by a warranty as specified in Annex 2, Technical Specifications.
7. Packaging and Marking Instructions. The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their specified destination.
8. The Bidder confirms compliance with the Technical Specifications provided in Annex 2, subject to the accepted deviations, if any, in Annex 4.

NAME OF BIDDER \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**ANNEX 2: TECHNICAL SPECIFICATIONS**

FA Reference Number: \_\_\_\_\_

Item No, 1

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters
- (iv) Warranty requirements

Item No, 2

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters
- (iv) Warranty requirements

Item No, 3

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters
- (iv) Warranty requirements

Item No. ....

**ANNEX 3: FORM OF QUOTATION (FRAMEWORK AGREEMENT-GOODS)**

*[To be completed, signed and submitted on a letterhead of the Bidder]*

\_\_\_\_\_ (Date)

To: \_\_\_\_\_ (Purchaser's Name)

\_\_\_\_\_ (Purchaser's Address)

\_\_\_\_\_

**FA Reference Number:** \_\_\_\_\_

We offer to supply the following Goods Items at the quoted rates, in accordance with the Form of Framework Agreement and Annexes accompanying your Invitation for Quotation.

Item No.	Item Description	Unit	Unit Rate* (currency)	Delivery Schedule (days from the date of delivery order)
1				
2				
3				

\* Unit rate includes taxes, custom duties, insurance, loading and unloading, delivery to the specified destination, and warranty

We understand that you are not bound to accept the lowest or any quoted rate you receive.

We hereby confirm that this quotation complies with the requirements for validity of the quoted rates, as specified in the Invitation to Quote, and confirm 'off-the-shelf' availability of the quoted Goods Items.

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number, if any \_\_\_\_\_

e-mail address: -----

**ANNEX 4: STATEMENT OF TECHNICAL COMPLIANCE**

*[To be completed, signed and submitted as an attachment to the signed Form of Quotation]*

FA Reference Number: \_\_\_\_\_

Date:

To: *(name of Purchaser)*

We, the undersigned, confirm that we shall supply the Goods listed in our Form of Quotation according to the standards and specifications described in Annex 2 except for those deviations listed below:

List all deviations of the proposed items of Goods:

or

**nil**

We confirm that the Goods proposed in our quotation substantially satisfy the requirements specified in the specifications.

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

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

**ATTACHMENT 6  
PROCUREMENT OF GOODS (UNIT RATES)  
UNDER A SIMPLE FRAMEWORK AGREEMENT  
EVALUATION FORM**



**ATTACHMENT 6  
 PROCUREMENT OF GOODS (UNIT RATES)  
 UNDER A SIMPLE FRAMEWORK AGREEMENT  
 EVALUATION FORM**

1. Project Name \_\_\_\_\_

Loan/Credit/Grant Number:

2. Implementing Agency \_\_\_\_\_

3. Framework Ref. No.: \_\_\_\_\_  
 Description of Goods: \_\_\_\_\_

4. ITQ Issued on:  
 Quotations Submission \_\_\_\_\_ time allowed (days) \_\_\_\_\_  
 Submission Deadline \_\_\_\_\_ (date) \_\_\_\_\_

5. Item No.      Bidders Invited    Bidders Quoted    Rate Quoted

- 1
- 2
- 3
- 4
- 5
- .....

6. Ranking of Responsive Quotations by Rates

Item No. 1		
<u>Name of Bidder</u>	<u>Bidder's Rate</u>	<u>Evaluated Rate</u>
1.		
2		
3		
4		
5		
.....		

Item No. 2		
<u>Name of Bidder</u>	<u>Bidder's Rate</u>	<u>Evaluated Rate</u>
1.		
2		
3		
4		
5		
.....		

Item No. 3		
<u>Name of Bidder</u>	<u>Bidder's Rate</u>	<u>Evaluated Rate</u>

- 1.
- 2
- 3
- 4
- 5
- .....

7. Non-Responsive Quotations

<u>Item No.</u>	<u>Bidder</u>	<u>Reason(s) for Rejection</u> <u>(reference to ITQ and/or specification)</u>
-----------------	---------------	--

- 1
- 2
- .....

8. Name of the lowest evaluated responsive Bidders (lowest 3 for each item)

Item No. 1	<u>Name of Bidder</u>	<u>Bidder's Rate</u>
1.		
2		
3		

Item No. 2	<u>Name of Bidder</u>	<u>Bidder's Rate</u>
1.		
2		
3		

Item No. 3	<u>Name of Bidder</u>	<u>Bidder's Rate</u>
1.		
2		
3		

Item No. ....

9. Any issues (to be) discussed at finalization of contract. Give details.

10. Complaints from other Suppliers, if any. Provide details and attach a copy of complaint letter to the evaluation form.

Date: \_\_\_\_\_

Title / Names and Signatures of Evaluation Committee (EC) and Procurement Official or authorized person

**Attachment A to Evaluation Form**

**Evaluation of Technical Responsiveness**

Item No.	Key Requirements in Specifications	Name of Bidder 1		Name of Bidder 2		Name of Bidder 3	
		Bidder's offer	EC Comments	Bidder's offer	EC Comments	Bidder's offer	EC Comments
	Spec 1						
	Spec 2						
	Spec 3						

**Attachment B to Evaluation Form** *(delete if not applicable)*

**Evaluation of winning Bidders' Qualifications**

Key Requirements	Name of Winning Bidder No. 1	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		
Qual 3		

Key Requirements	Name of Winning Bidder No. 2	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		
Qual 3		

Key Requirements	Name of Winning Bidder No. 3	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		
Qual 3		

**ATTACHMENT 7  
INVITATION FOR BIDS (IFB)  
SIMPLE NATIONAL COMPETITIVE BIDDING (NCB) FOR GOODS  
LOCAL SUPPLIERS**

**ATTACHMENT 7  
INVITATION FOR BIDS (IFB)  
SIMPLE NATIONAL COMPETITIVE BIDDING (NCB) FOR GOODS  
LOCAL SUPPLIERS**

**INVITATION FOR BIDS (IFB)/SPECIFIC PROCUREMENT NOTICE (SPN)**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Source of Funding (loan/credit/grant no.): \_\_\_\_\_  
Contract Ref: \_\_\_\_\_

1. The *[insert name of implementing agency]* invites sealed bids from eligible bidders for *[insert brief description of Goods required, including quantities, location, delivery period, etc.]*<sup>1</sup>.
2. Interested eligible bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding documents during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this invitation]*<sup>2</sup>.
3. A complete set of bidding documents in *[insert name of language]* will be provided to interested eligible bidders upon the submission of a written application to the address below.
4. Bids must be delivered to the address below *[state address at the end of this invitation]* on or before *[insert time and date]*. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who chooses to attend at the address below *[state address at the end of this invitation]* on *[insert time and date]*.
5. The address(es) referred to above is(are): *[insert detailed address(es)]*

(1) For inquiries and obtaining a set of bidding documents:

Attn: *[insert name of officer & title]*

*[insert name of implementing agency, and postal address]*

Tel:

E-mail: *[insert electronic address]*

(2) For submission of bids:

*[insert name of place of submission, and postal address]*

---

<sup>1</sup> A brief description of the type(s) of Goods should be provided, including quantities, location of Project, delivery and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.

<sup>2</sup> The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same.

## **BIDDING DOCUMENTS (SIMPLE NCB-GOODS)**

### **TABLE OF CONTENTS**

1. Instructions to Bidders
2. Notification of Award
3. Form of Bid
  - Attachment 1: Bidder Information Form
  - Attachment 2: Bidder's Previous Experience
  - Attachment 3: Price Schedule and Terms and Conditions of Supply
  - Attachment 4: statement of Technical Compliance
4. Form of Contract
  - Appendix to Contract Agreement: Bank's Policy - Corrupt and Fraudulent Practices
  - Annex 1: Technical Specifications

## INSTRUCTIONS TO BIDDERS (ITB)

Project Title: \_\_\_\_\_  
Source of Funding (loan/credit/grant no.): \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_

1. **Source of Funds.** The ..... (hereinafter called “the Borrower”) has received financing (hereinafter called “funds”) from the World Bank (hereinafter called “the Bank”) in an amount of ....., toward the ..... project (hereinafter called “the project”). The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

### 2. **Eligible Bidders**

2.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 2.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

2.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or
- c) has the same legal representative as another Bidder; or
- d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

2.3 A Bidder may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

2.4 A Bidder that has been sanctioned by the Bank, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.

2.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

2.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

3. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document.

4. **Scope of Supply.** Bidders may bid for:

any one or more items,

*OR*

all the items,

as listed in the Terms and Conditions of Supply.

*(Note: The Purchaser must select one of the two options and delete the non-applicable option)*

5. Bids should be submitted as per these instructions and in accordance with the attached Form of Contract, Terms and Conditions of Supply and Specifications.

6. Bids in ..... (*insert language*) language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in ..... language if available, otherwise in English) for each item bid for, and qualification documentation, if required, to comply with paragraph 16 below.

7. **Bid Prices.** The prices should be quoted in ..... (*insert local currency*) for the total cost at final destination (*insert place of destination*) which includes all taxes (including VAT, if charged), customs duties, inland transportation, insurance, loading and unloading the supplied goods plus the price of delivery to the final destination, in accordance with the local laws.

8. **Documents Comprising the Bid**

The Bid shall comprise completed and signed:



- (a) Form of Bid with Attachments, including Statement of Technical Compliance,
- (b) Price Schedule and Terms and Conditions of Supply,
- (c) Documentary evidence that the Goods and Related Services offered conform to the Specifications,
- (d) Documentary evidence establishing the Bidder's qualifications to perform the contract, and
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder (Power of Attorney or similar).

9. **Validity of Bids.** Bids should be valid for a period of ninety (90) days from the deadline for receipt of bids indicated in paragraph 12 below.

10. **Format, Signing and Sealing of Bid**

10.1 The Bidder shall prepare one original of the documents comprising the Bid as described in paragraph 9 above and clearly mark it "ORIGINAL." In addition, the Bidder shall submit one (1) copy of the Bid, and clearly mark it "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

10.2 The Bidder shall enclose the original and copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

10.3 The inner and outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to the Purchaser in accordance with paragraph 13 below;
- c) bear the project name and contract reference, as indicated in the ITB; and
- d) bear a warning not to open before the time and date for bid opening.

11. **Bid Submission Address.** Signed and sealed bids, in the forms attached, should be submitted at the following address:

\_\_\_\_\_

*(Submission Address)*

\_\_\_\_\_

\_\_\_\_\_

12. **Deadline for Receipt of Bids.** The deadline for receipt of bids at the address indicated in paragraph 13 above is: ..... *(insert the date and time of submission deadline)*

13. **Bid Opening.** Bids will be publicly opened and the bid prices read out in the presence of the bidders' designated representatives and anyone who chooses to attend at the address indicated in paragraph 13 above. If item-wise evaluation is to be carried out, the bid prices for each item will be read out.

14. **Determination of Responsiveness**

14.1 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.

14.2 The Purchaser will determine the technical responsiveness of each Bid based on an examination of the technical information and the Statement of Technical Compliance provided by the Bidder.

**15. Evaluation and Price Comparison of Bids**

15.1 Bids determined to be substantially responsive will be evaluated by comparison of the evaluated bid prices at final destination.

15.2 The Purchaser will determine for each bid the evaluated bid price by adjusting the priced bid by making any correction for any arithmetical errors as follows:

a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above;

b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern

If a bidder refuses to accept the correction, his bid will be rejected.

15.3 Priced bids for each item will be evaluated and a contract awarded separately to the bidder offering the lowest evaluated bid price for each item

*OR*

Priced bids for all the items under a single package will be evaluated and contract awarded to the bidder offering the lowest evaluated total bid price for all the items.

*(Note: The Purchaser must select one of the two options and delete the non-applicable option, consistent with para 5 above)*

**16. Qualification of Winning Bidder(s)**

16.1 The Purchaser shall determine to its satisfaction whether the Bidder(s) that is/are selected as having submitted the lowest evaluated and substantially responsive bid(s) meets the following qualifying criteria:

(a) Successful completion of at least ... (no.) of contracts of a similar nature and value during the last ..... (no.) years; and

(b) Having been registered and in operation for at least 3 years.

*(Note: Purchaser to specify requirements, in line with option selected I para 4 above)*

16.2 The determination shall be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

**17. Award of Contract**

17.1 The contract award(s) will be made to the bidder(s) offering the lowest evaluated bid price(s) and offering goods which are substantially responsive to the Bidding Documents.

17.2 The successful bidder(s) shall sign a Contract(s) as per the attached Form of Contract and Terms and Conditions of Supply.

18. Further information can be obtained from:  
\_(*insert the full name and address of the Purchaser*) \_\_\_\_\_

\_\_\_\_\_  
Name of contact person:  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**NOTIFICATION OF AWARD**

*[use letterhead of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

**Project Title:** \_\_\_\_\_

**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_

**Contract Ref:** \_\_\_\_\_

**Notification of Award**

This is to notify you that your Bid dated ... *[insert date]* ... for execution of the ... *[insert name of the contract and identification number]* ..... is hereby accepted for the Contract Amount of ... *[insert amount in numbers and words and currency]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to counter-sign the attached Contract Agreement with Terms and Conditions of Supply, and return it to the Purchaser within 5 working days at the following address:

..... *(Purchaser's address)* .....

before ..... *(date)*.....

Authorized Signature:

Name and Title of Signatory:

Name of Purchaser:

**Attachment: Contract Agreement with accepted Price Schedule and Terms and Conditions of Supply, signed by the Purchaser**

**FORM OF BID (SIMPLE NCB-GOODS)**

\_\_\_\_\_ (Date)

**Name of Country:**

**Project Title:**

**Source of Funding (loan/credit grant no.):**

**Name of Contract:** \_\_\_\_\_

**Contract Reference No.:** \_\_\_\_\_

To: \_\_\_\_\_ (Purchaser's Name)

\_\_\_\_\_ (Purchaser's Address)

\_\_\_\_\_

We offer to execute the \_\_\_\_\_ (*Purchaser to fill name and number of Contract*) in accordance with the Bidding Documents for a Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_ (*Purchaser to insert period*) calendar days from the Date of Notification of Award.

This Bid and your written acceptance will 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 validity of bids specified in the Instructions to Bidders.

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number, if any \_\_\_\_\_

e-mail address: -----

**ATTACHMENT 1 TO FORM OF BID: BIDDER INFORMATION FORM**

*(To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Bid)*

Date: \_\_\_\_\_  
Contract Ref. No.: \_\_\_\_\_

Bidder's name
Bidder's year of incorporation with business registration no.:
Bidder's legal address:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_

**ATTACHMENT 2 TO FORM OF BID: BIDDER'S PREVIOUS EXPERIENCE**

*(To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Bid)*

**Note: Bidder to provide information on previous supply contracts, of a nature and value equivalent to the Contract bid for, which have been successfully completed during the last \*\*\* years.**

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contract Ref. No.: \_\_\_\_\_

Starting Month/Year	Ending Month/Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Supplies performed by the Bidder: _____ Amount of contract: _____ Name of Purchaser: _____ Address: _____	
		Contract name: _____ Brief Description of the Supplies performed by the Bidder: _____ Amount of contract: _____ Name of Purchaser: _____ Address: _____	
		Contract name: _____ Brief Description of the Supplies performed by the Bidder: _____ Amount of contract: _____ Name of Purchaser: _____ Address: _____	
.....			

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory \_\_\_\_\_  
 Name of Bidder: \_\_\_\_\_

**ATTACHMENT 3 TO FORM OF BID: PRICE SCHEDULE AND TERMS AND  
CONDITIONS OF SUPPLY**

*(To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Bid)*

Project Name: \_\_\_\_\_  
Purchaser: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

1. Prices and Schedules for Supply

Sl.No.	Item No	Description of Goods	Quantity	Unit Price	Total Price at final destination (includes all taxes, VAT, customs duties, inland transportation and insurance)	Delivery Period (days) from Date of Notification of Award, to final destination
<i>(to be filled by Purchaser)</i>				<i>(to be filled by Bidder)</i>		<i>(to be filled by Purchaser)</i>

(Note: In case of discrepancy between unit price and total derived from multiplication of unit price and quantity, the unit price shall prevail)

*[the above table may be customized by the Purchaser to include items (Related Services) other than Goods supply, such as installation, training etc]*

2. Fixed Price. The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
4. Taxes and Duties. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
5. Delivery Schedule. The delivery should be completed as per the above schedule but not exceeding \_\_\_\_\_ calendar days from Notification of Award. The final destination for delivery of the Goods is .....



6. Insurance. The Supplier is responsible for all kinds of insurance until the goods are delivered and installed (if applicable) to the address of the Purchaser. The Purchaser will not assume any responsibility until goods are delivered and installed to the final place of destination.
7. Delivery and Documents (for goods to be imported). Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including contract number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
  - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) Duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
  - (iii) Copies of the packing list identifying contents of each package;
  - (iv) Manufacturer's or supplier's warranty certificate;
  - (v) Certificate of origin; and
  - (vi) Certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

For goods supplied within the Purchaser's country, the following documents shall be submitted to the Purchaser one week before the delivery:

- (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) Duplicate ship/truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
  - (iii) Copies of the packing list identifying contents of each package;
  - (iv) Manufacturer's or supplier's warranty certificate;
  - (v) Certificate of origin;
  - (vi) Certificate of quality.
8. Payment. Payments for your invoice/s will be made as follows:
  - i. If goods are provided from a readily available market in ..... (*insert Purchaser's country*): 100% against receipt of goods and issue of Acceptance Certificate by the Purchaser,

for respective delivery. Payment shall be made by bank transfer to the account of the supplier. In case of very small amounts and non-availability of bank facilities in remote areas, payment may be made in cash by the Purchaser against a receipt.

ii. If goods are imported specifically for this Contract: [payment will be made 100% on acceptance of the goods] *or* [Advance payment of 10% of the contract price shall be paid within thirty (30) days of signing the contract against a simple receipt and a bank guarantee for the equivalent amount; 80% of the contract price shall be paid on shipment of the goods and the remaining 10% of the contract price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser, for the respective delivery].

***[Purchaser to choose one option and delete the others]***

9. Warranty. Goods offered should be covered by the manufacturer’s warranty as specified in the attached Technical Specifications.

10. Packaging and Marking Instructions. The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

11. Defects. All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser. Name and address of service facility of the Supplier by which the defects are to be corrected within the warranty period:

Name and Address \_\_\_\_\_  
\_\_\_\_\_

12. The Supplier confirms compliance with the attached Technical Specifications, subject to the accepted deviations, if any, in the Statement of Technical Compliance.

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

Name of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT 4 TO FORM OF BID: STATEMENT OF TECHNICAL COMPLIANCE**

*(To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Bid)*

Project Name: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

Date:

To: *(name of Purchaser)*

We, the undersigned, confirm that we shall supply the Goods listed in the attached Terms and Conditions of Supply according to the standards and specifications described except for those deviations listed below:

List all deviations of the proposed items of Goods:

or

**nil**

We confirm that the Goods proposed in our bid substantially satisfy the requirements specified in the specifications. The main technical responses are as listed below:

List all the main technical characteristics of the proposed items of Goods:

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

Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**FORM OF CONTRACT (SIMPLE NCB-GOODS)**

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

**THIS AGREEMENT** number \_\_\_\_\_ made on    (day)   ,    (month)   ,    (year)    between \_\_\_\_\_ (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotations for \_\_\_\_\_ (*description of goods*) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called “the Contract”) and has accepted the Quotation by the Supplier for the supply of goods under the Contract at the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - a) The signed Form of Contract, and Bidder’s Bid (including signed Form of Bid, Price Schedule and Terms and Conditions of Supply, and Statement of Technical Compliance);
  - b) Addendum (if applicable);
  - c) Technical Specifications.
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay in consideration of the Goods supply and acceptance in accordance with the Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.
4. Applicable Law. The Contract shall be interpreted in accordance with the laws of the ..... (*insert country*).
5. Force-Majeure
  - 5.1 The Supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.
  - 5.2 For purposes of this clause, “Force-Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

5.3 If a Force-Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by a Force-Majeure event.

6. Resolution of Disputes. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchaser's country. The dispute shall be referred to jurisdiction at the Courts of ..... (*Purchaser to insert the name of the courts and the location authorized by the Borrower*).

## 7. Termination

### 7.1 Termination for Default

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
  - ii. if the Supplier fails to perform any other obligation under the Contract; or
  - iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 7.2 Termination for Convenience

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

8. Fraud and Corruption

8.1 The World Bank (“the Bank”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in the Appendix to this Contract Agreement.

8.2 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank’s sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 7 shall apply as if such expulsion had been made under Clause 7.1.

9. Inspections and Audits

9.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

9.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 8 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

**Signature and seal of the Purchaser:**  
FOR AND ON BEHALF OF

**Signature and seal of the Supplier:**  
FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## APPENDIX TO CONTRACT AGREEMENT

### Bank's Policy- Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, Revised July 2014:**

**"Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>3</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>4</sup>
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>5</sup>
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>6</sup>
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>7</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its

<sup>3</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>4</sup> For the purpose of this sub-paragraph, "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.

<sup>5</sup> For the purpose of this sub-paragraph, "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.

<sup>6</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>7</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

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 paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>8</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>9</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

---

<sup>8</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>9</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



**ANNEX 1: TECHNICAL SPECIFICATIONS**

Project Name: \_\_\_\_\_  
Purchaser: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_  
Lot No. \_\_\_\_\_

Title of Goods

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters
- (iv) Inspections and Tests
- (v) Warranty requirements
- (vi) Installation requirements (if any)
- (vii) Training requirements (if any)

**ATTACHMENT 8  
PROCUREMENT OF GOODS UNDER SIMPLE NCB  
EVALUATION FORM**

**ATTACHMENT 8  
PROCUREMENT OF GOODS UNDER SIMPLE NCB  
EVALUATION FORM**

1. Project Name \_\_\_\_\_  
Loan/Credit/Grant Number: \_\_\_\_\_
2. Implementing Agency \_\_\_\_\_
3. Contract Title: \_\_\_\_\_  
Contract Ref. No.: \_\_\_\_\_  
Description of Goods \_\_\_\_\_
4. Estimated Cost (Loc. Cur.) \_\_\_\_\_  
Equivalent US\$ \_\_\_\_\_
5. IFB Published on:  
Bids Submission \_\_\_\_\_ time allowed (days) \_\_\_\_\_  
Submission Deadline \_\_\_\_\_ (date) \_\_\_\_\_
6. Bids Received  
Firms Issued Bid. Docs      Bid (Yes/No)   Bid Receipt Date      Read Out Bid Price
7. Responsiveness Evaluation Criteria:
8. Ranking of Responsive Bids by Price  
  

<u>Name of Bidder</u>	<u>Bidder's Bid Price</u>	<u>Evaluated Bid Price</u>
1.		
2.		
3.		
4.		
5.		
9. Non-Responsive Bids  
  

<u>Name of Bidder</u>	<u>Reason(s) for Rejection (reference to ITB and Specifications).</u>
1.	
2.	
10. Name of the lowest evaluated responsive Bidder  
\_\_\_\_\_

11. Evaluation of Winning Bidder's Qualifications

Key Requirements	Name of Winning Bidder	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		

12. Total Price of the Contract Award (*currency and amount*) \_\_\_\_\_

13. Intended Date of Contract award \_\_\_\_\_

14. Any issues (to be) discussed at finalization of contract. Give details.

15. Complaints from other Suppliers, if any. [Provide details, attach copy of complaint letter to the evaluation form and details of action taken, if any]

Date: \_\_\_\_\_

Title / Names and Signatures of Evaluation Committee (EC) and Procurement Official or authorized person

**Attachment to Evaluation Form**

**Evaluation of Technical Responsiveness**

Key Requirements in Specifications	Name of Bidder 1		Name of Bidder 2		Name of Bidder 3	
	Bidder's offer	EC Comments	Bidder's offer	EC Comments	Bidder's offer	EC Comments
Spec 1						
Spec 2						
Spec 3						

**ATTACHMENT 9**  
**SIMPLE NATIONAL COMPETITIVE BIDDING (NCB) FOR WORKS**  
**LOCAL CONTRACTORS**

**ATTACHMENT 9  
SIMPLE NATIONAL COMPETITIVE BIDDING (NCB) FOR WORKS  
LOCAL CONTRACTORS**

**INVITATION FOR BIDS (IFB)**

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_  
Source of Funding (loan/credit/grant no.): \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_

1. The *[insert name of implementing agency]* invites sealed bids from eligible bidders for *[insert brief description of the Works to be carried out]*.
2. Eligible bidders should have experience in the construction of at least ..... *(no.)* works of the nature and complexity equivalent to the Works described in this Invitation, during the last three years and should provide evidence of financial resources to successfully complete the Works.
3. Interested eligible bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding documents during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this invitation]*<sup>10</sup>.
4. A complete set of bidding documents in *[insert name of language]* will be provided to interested eligible bidders upon the submission of a written application to the address below.
5. Bids must be submitted to the address below *[state address at the end of this invitation]* on or before *[insert time and date]*. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who chooses to attend at the address below *[state address at the end of this invitation]* on *[insert time and date]*.
6. The address(es) referred to above is(are): *[insert detailed address(es)]*

(1) For inquiries and obtaining a set of bidding documents:

Attn: *[insert name of officer & title]*  
*[insert name of implementing agency, and postal address]*

Tel:

E-mail: *[insert electronic address if electronic bidding is permitted]*

(2) For submission of bids:

*[insert name of place of submission, and postal address]*

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<sup>10</sup> The office for inquiry and issuance of bidding documents and that forbid submission may or may not be the same.

## **BIDDING DOCUMENTS (SIMPLE NCB-WORKS)**

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## INSTRUCTIONS TO BIDDERS (ITB)

Project Title: \_\_\_\_\_  
Source of Funding (loan/credit/grant no.): \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Ref: \_\_\_\_\_

1. **Source of Funds:** The ..... (hereinafter called “the Borrower”) has received financing (hereinafter called “funds”) from the World Bank (hereinafter called “the Bank”) in an amount of ....., toward the ..... project (hereinafter called “the project”). The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

### 2. **Eligible Bidders**

2.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 2.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

2.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or
- c) has the same legal representative as another Bidder; or
- d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

2.3 A Bidder may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

2.4 A Bidder that has been sanctioned by the Bank, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.

2.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

2.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

3. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the documents.

4. **Scope of the Works:** The Works comprise:

.....

*(Note: Employer to insert brief description of the Works, as in IFB)*

5. Bids should be submitted as per these instructions and in accordance with the attached Form of Contract, Bill of Quantities (BOQ)/Activity Schedule (AS), Specifications, and Drawings.

6. Bids in ..... (*insert language*) language, should be accompanied by adequate technical and qualification documentation.

7. Each bidder shall submit only one bid, unless stated otherwise in the Specifications.

8. **Bid Prices**

For bids with priced BOQs: Bids shall be for the whole Works and based on the unit and total price indicated in the Bill of Quantities, for a fixed unit rates contract. Currency of bid prices and payment shall be in \_\_\_\_\_ (*specify National Currency*). The bid price shall include insurance, duties, local taxes and other levies payable by the contractor in accordance with the local laws.

**OR**

For bids with priced ASs: Bids shall be for the whole Works and based on a fixed lumpsum for the entire Works. Currency of quoted prices and payment shall be in \_\_\_\_\_ (*specify National*

Currency). The quotation shall include insurance, duties, local taxes and other levies payable by the contractor in accordance with the local laws.

*(Note: Employer to select one option and delete the other)*

**9. Documents Comprising the Bid**

The Bid shall comprise completed and signed:

- (a) Form of Bid with Attachments and Bid-Securing Declaration
- (b) Priced Bill of Quantities/Activity Schedule
- (c) Documentary evidence that the Bidder has the resources to perform the Contract in accordance with the Specifications
- (d) Documentary evidence establishing the Bidder's qualifications to perform the contract
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder (Power of Attorney or similar).

**10. Validity of Bids:** Bids should be valid for a period of ninety (90) days from the deadline for receipt of bids indicated in paragraph 13 below.

**11. Format, Signing and Sealing of Bid**

11.1 The Bidder shall prepare one original of the documents comprising the Bid as described in paragraph 10 above and clearly mark it "ORIGINAL." In addition, the Bidder shall submit one (1) copy of the Bid, and clearly mark it "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

11.2 The Bidder shall enclose the original and copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

11.3 The inner and outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to the Purchaser in accordance with paragraph 14 below;
- c) bear the project name and contract reference, as indicated in the ITB; and
- d) bear a warning not to open before the time and date for bid opening.

**12. Bid Submission Address:** Signed and sealed bids, in the forms attached, should be submitted at the following address:

\_\_\_\_\_  
*(Submission Address)*

**13. Deadline for Receipt of Bids:** The deadline for receipt of bids at the address indicated in paragraph 14 above is: ..... *(insert the date of submission deadline)*

**14. Bid Opening:** Bids will be publicly opened and the bid prices read in the presence of the bidders' designated representatives and anyone who chooses to attend at the address indicated in paragraph 14 above.

## 15. **Determination of Responsiveness**

15.1 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.

15.2 Technical responsiveness: The bidder shall include a method statement with his bid to demonstrate he has understood the technical requirements of the contract.

## 16. **Evaluation and Price Comparison of Bids**

16.1 Bids determined to be substantially responsive will be evaluated by comparison of the evaluated bid prices.

16.2 In evaluating the bid prices, the Employer will determine for each bid the evaluated bid price by adjusting the priced bid by making any correction for any arithmetical errors as follows:

For bids with priced BOQs:

a) if there is a discrepancy between the unit price 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) 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; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**OR**

For bids with priced ASs:

a) where there is a discrepancy in the total and the sum of the line item amounts, the total shall be corrected.

***(Note: Employer to select one option and delete the other)***

If a bidder refuses to accept the correction, his bid will be rejected.

## 17. **Qualification of Winning Bidder**

The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the following qualifying criteria:

17.1 Available Resources: The bidder shall include documentation with his bid to demonstrate he has adequate resources to execute the Contract as per the following requirements:

Personnel requirements:

Equipment requirements:

Financial requirements:

*(Note: Employer to specify requirements)*

17.2 Past Experience: The bidder shall include documentation with his bid to demonstrate his past experience in performing similar contracts as per the following requirements:

(a) experience in the construction of at least .... (no.) works of the nature and complexity equivalent to the Works included in these bidding documents, and successfully completed during the last three years

(b) Average annual turnover of ..... (value) over the last ... (no.) years.

*(Note: Employer to specify requirements)*

### 18. Award of Contract

18.1 The Employer will award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

18.2 The successful bidder shall sign a Contract as per the terms and conditions in the attached Form of Contract.

19. Further information can be obtained from:

*\_(insert the full name and address of the Purchaser)\_* \_\_\_\_\_

Name of contact person:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

**NOTIFICATION OF AWARD**  
*[use letterhead paper of the Employer]*

[date]

To: *[name and address of the Contractor]*

**Project Title:** \_\_\_\_\_  
**Source of Funding (loan/credit/grant no.):** \_\_\_\_\_  
**Contract Name:** \_\_\_\_\_  
**Contract Ref:** \_\_\_\_\_

**Notification of Award**

This is to notify you that your Bid dated .... *[insert date]* .... for execution of the . . . . .  
.. *[insert name of the contract and identification number]* . . . . . is hereby accepted for  
the Contract Amount of . . . . . *[insert amount in numbers and words and name of  
currency]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to counter-sign the attached Contract Agreement, and return it to the  
Employer within 5 working days at the following address:

..... (Employer's address) .....

before ..... (date).....

Authorized Signature:  
Name and Title of Signatory:  
Name of Employer:

**Attachment: Contract Agreement signed by the Employer, with Technical  
Requirements**

**FORM OF BID (SIMPLE NCB-WORKS)**

\_\_\_\_\_ (Date)

**Project Title:**

**Source of Funding (loan/credit grant no.):**

**Contract Name:** \_\_\_\_\_

**Contract Ref.:** \_\_\_\_\_

To: \_\_\_\_\_ (Employer's Name)

\_\_\_\_\_ (Employer's Address)

\_\_\_\_\_

We offer to execute the \_\_\_\_\_ (*Employer to fill name and number of Contract*) in accordance with the Bidding Documents for a Contract Price of \_\_\_\_\_ (amount in words and numbers) ( \_\_\_\_\_ ) (name of currency) \_\_\_\_\_. We commit to complete the Works described in the Contract within a period of [*Employer to insert period*] calendar days from the Date of Notification of Award.

This Bid and your written acceptance will 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 validity of the bid required in the Instructions to Bidders.

Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number, if any \_\_\_\_\_

Email address:

**ATTACHMENT 1 TO FORM OF BID  
BIDDER INFORMATION FORM**

*[to be completed, signed and submitted by the Bidder as an attachment to the Form of Bid]*

Date: \_\_\_\_\_  
Contract Ref. No.: \_\_\_\_\_

Bidder's name
Bidder's year of incorporation with business registration no.:
Bidder's legal address:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.

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

Name of Bidder: \_\_\_\_\_



**ATTACHMENT 2 TO FORM OF BID  
BIDDER'S PAST EXPERIENCE**

*[to be completed, signed and submitted by the Bidder as an attachment to the Form of Bid]*

**Details of Bidder's Qualifications to Perform the Contract (refer paragraph 17.1 of the Instructions to Bidder)**

1. Experience as a contractor (over the last three years):

Contract No. 1

Contract title:

Description of the Works (include the description of nature and complexity similar to this Contract):

Contract period:

Final Contract Value:

Any other details:

Contract No. 2

Contract title:

Description of the Works:

Contract period:

Final Contract Value:

Any other details:

Contract No. 3

Contract title:

Description of the Works:

Contract period:

Final Contract Value:

Any other details:

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

**ATTACHMENT 3 TO FORM OF BID**

**BIDDER'S CURRENT CONTRACT COMMITMENTS**

*[to be completed, signed and submitted by the Bidder as an attachment to the Form of Bid]*

Note: Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of acceptance has been received, or for contracts approaching completion.

Name and description of contract	Employer, contact address/tel/fax	Value of outstanding work (currency)	Commencement Date and estimated completion date
1.			
2.			
3.			

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

Name of Bidder: \_\_\_\_\_

**ATTACHMENT 4 TO FORM OF BID  
 BIDDER'S ANNUAL CONSTRUCTION TURNOVER**

*[to be completed, signed and submitted by the Bidder as an attachment to the Form of Bid]*

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Ref. No.: \_\_\_\_\_

Annual turnover data (construction only)	
Year	Amount (Currency)
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>
Average Annual Construction Turnover *	

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

**ATTACHMENT 5 TO FORM OF BID  
BIDDER'S FINANCIAL RESOURCES**

*[to be completed, signed and submitted by the Bidder as an attachment to the Form of Bid]*

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Ref. No.: \_\_\_\_\_

Bidder's proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract:

Source of financing	Amount (currency)
1.	
2.	
3.	
4.	

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

**ATTACHMENT 6 TO FORM OF BID  
BIDDER'S PROPOSED PERSONNEL FOR THE WORKS**

*(To be completed and submitted by the Bidder as an attachment to the signed Form of Bid)*

**ATTACHMENT 7 TO FORM OF BID  
BIDDER'S PROPOSED EQUIPMENT FOR THE WORKS**

*(To be completed and submitted by the Bidder as an attachment to the signed Form of Bid)*

**ATTACHMENT 8 TO FORM OF BID  
BIDDER'S PROPOSED METHOD STATEMENT FOR EXECUTING THE WORKS**

**ATTACHMENT 9 TO FORM OF BID**

**BILL OF QUANTITIES**

*(To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Bid)*

Project Title: \_\_\_\_\_ *(Employer to insert)*

Source of Funding (loan/credit/grant no.): \_\_\_\_\_ *(Employer to insert)*

Contract Ref: \_\_\_\_\_ *(Employer to insert)*

<b>BILL OF QUANTITIES</b>					
<b>No.</b>	<b>Description of Works items</b>	<b>Unit</b> (m2, m3, kg, etc where appropriate)	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
(1)	(2)	(3)	(4)	(5)	(6)
<i>[Employer to fill columns 1, 2, 3, 4]</i>					
01					
02					
03					
04					
--					
--					
--					
Total Price					
VAT (... %), if applicable					
Grant Total including VAT					

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

**OR**



**ACTIVITY SCHEDULE**

*(To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Bid)*

Project Title: \_\_\_\_\_ *(Employer to insert)*

Source of Funding (loan/credit/grant no.): \_\_\_\_\_ *(Employer to insert)*

Contract Ref: \_\_\_\_\_ *(Employer to insert)*

No.	Activity	Amount (currency)
(1)	(2)	(3)
Employer to fill columns (1) and (2)		
1		
2		
3		
Total Price		
Vat (....%)		
Grand Total including VAT		

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

***(EMPLOYER TO SELECT EITHER OPTION – BOQ OR AS - AND DELETE THE OTHER)***

## FORM OF CONTRACT (SIMPLE NCB-WORKS)

**Project Title:**

**Source of Funding (loan/credit grant no.)**

**Contract Name:** \_\_\_\_\_

**Contract Ref.:** \_\_\_\_\_

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ (*insert month in words*) \_\_\_\_\_ (*insert year*) between \_\_\_\_\_ (*insert legal name of the Employer*) \_\_\_\_\_ on the one part (hereinafter called “the Employer”) and \_\_\_\_\_ (*insert the legal name of the winning bidder*) (hereinafter called “the Contractor”) on the other part.

Whereas the Employer has called for bids for \_\_\_\_\_ (*insert name and identification number of the contract*) \_\_\_\_\_ (hereinafter called “the Works”) and the Contractor has submitted a bid for the Works and the Employer has accepted the Contractor’s Bid dated (*Day/Month/Year*) \_\_\_\_\_ for the execution and completion of such works and the remedying of any defects therein.

Now this Contract witnesses as follows:

1. The Contractor hereby covenants to execute the Works, fully detailed in the Bill of Quantities/Activity Schedule (*Employer to select one option*) included in the Contractor’s Bid (Annex 1) which constitutes an integral part of this Contract, in a professional and workmanship like manner in accordance with the following Conditions of Contract:

- i. Program. The Contractor shall submit to the Engineer in charge \_\_\_\_\_ (*Employer to insert name*) \_\_\_\_\_, a program within 7 days after signing the contract describing detailed methods and schedule to complete the Works.
- ii. The Contractor will in all cases abide by the directions of the Engineer in charge.
- iii. During execution of the Works the Engineer in charge will carry out inspection of the Works at site to verify that the Works are executed by the Contractor in accordance with the specifications and required quality as per specifications. The Engineer in charge will reject works not performed to the required specifications and the Contractor shall take immediate actions to rectify all defects in accordance with subparagraph (iv) below.
- iv. Remedy of Defects. The Contractor shall remedy all defects within 30 days of notification by the Engineer in charge, during the period of execution of the contract and thereafter for defects notified within the defects liability period.
- v. Safety. The Contractor shall be responsible for the safety of all the activities on the Site.
- vi. Taxes and Other Charges. The Contractor is responsible for all taxes, duties, levies, customs duties, etc. in accordance with the laws of (*Employer to insert country*).

vii. Contract Variations

For Bill of Quantities based contracts: In case of changes to the quantities in the BOQ, the unit rates under the contract will be used to calculate the payment. For variations, the unit rates in the BOQ shall be used for similar items under variation. New items of work performed under variation as ordered by the Engineer in charge will be paid at the mutually agreed rate and in case of any disagreement between the Contractor and the Engineer in charge the latter will fix the unit rates that will be binding on the Contractor.

OR

For Activity Schedule based contracts: The Contract Price is fixed and no additional payments or deductions will be made for variations in quantities. New items of work performed under variation due to change of design as ordered by the Engineer in charge will be paid at mutually agreed prices and, in case of any disagreement between the Contractor and the Engineer in charge, the latter will fix the prices that will be binding on the Contractor.

viii. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer in charge shall certify that the contract has been frustrated. In such an event, both the Employer and Contractor will have a right to terminate the contract in accordance with clause 6.1 below.

ix. Contract Completion. The Contract completion period is \_\_\_\_\_ [*Employer to insert period*] \_\_\_\_\_ (calendar days) after signing of the contract.

x. Defects Liability. The defects liability period shall be 12 months after taking over of the completed Works by the Employer.

2. Payments. In consideration thereof the Employer covenants to pay the Contractor the Contract Price of \_\_\_\_\_ (*in words and figures*) in the following manner and instalments:

For Bill of Quantities based contracts:

- (a) An advance payment of 15 percent of the Contract Price will be paid upon the submission by the Contractor of an Advance Payment Bank Guarantee in the currency of the Contract Price. As an alternative to the Bank Guarantee the payment of 15 percent of the Contract Price will be paid upon the Contractor bringing to the work site the following items and the Engineer in charge certifying it: (i) at least one half of all materials to be incorporated in the Works or all materials to be consumed within three months, whichever is less, and (ii) all equipment required for construction of the Works.
- (b) Subsequent payments will be made based on monthly statements submitted by the Contractor, of the estimated value of the work executed less the cumulative amount certified previously. The value of work executed shall be based on the unit rates specified in the BOQ and the actual quantity completed for each item of BOQ, and shall include the valuation of Variations if any. The Engineer in charge may exclude any item certified in a previous certificate or reduce the proportion of any item

previously certified in any certificate in the light of later information. For each payment, 15% of the value of payment will be deducted for repayment of any advance payment until the total of advance payment is paid off, and 10% of the value is retained as retention money until the total of retention money reaches 5% of the accepted contract price. Each interim payment will be due for payment within 21 days of submission of invoice and supporting documents for the completed quantities.

- (c) One-half of the 5% retention money will be paid to the Contractor on certification by the Engineer in charge of substantial completion of the Works, and the balance half of the retention money will be paid at the end of the defects liability period. The Advance payment Bank Guarantee shall be released when the advance payment is paid back in total.
- (d) Final contract value will be based on the actual quantities completed.

OR

For Activity Schedule based contracts:

- (a) An advance payment of 15 percent of the Contract Price will be paid upon the submission of an Advance Payment Bank Guarantee in the same amount and currency. As an alternative to the Bank Guarantee the payment of 15 percent of the Contract Price will be paid upon the Contractor bringing to the work site the following items and the Engineer in charge certifying it: 1/ at least one half of all materials to be incorporated in the Works or all materials to be consumed within three months whichever is less, and 2/ all equipment required for the construction.
- (b) Subsequent payments will be made for each activity completed based on the quoted price for the respective activity. For each payment, 15% of the value will be deducted for repayment of any advance payment until the advance payment is wholly paid back and 10% will be retained as retention money until the total or retention reaches 5% of the accepted contract price. Each interim payment will be due for payment within 21 days of submission of invoice and supporting documents for the completed activities by the Contractor.
- (c) One-half of the 5% retention money will be paid to the Contractor on certification by the Engineer in charge of substantial completion of the Works, and the balance half of the retention money will be paid at the end of the defects liability period. The Advance payment Bank Guarantee shall be released when the advance payment is paid back in total.

3. Applicable Law. The Law governing the contract shall be the applicable laws of *(Employer to insert country)*.

4. Force-Majeure

4.1 The Contractor shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

4.2 For purposes of this clause, “Force-Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.3 If a Force-Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by a Force-Majeure event.

5. Resolution of Disputes. Any disputes between the Employer and the Contractor arising between them under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved either party may refer the dispute to arbitration in accordance with (*insert country*) Law No: \_\_\_\_\_ or jurisdiction at the Courts of (*Employer to insert the name of the courts and the location authorized by the Borrower*).

#### 6. Termination

6.1 Either party may terminate the Contract by giving 30 days’ notice to the other for unforeseen events such as wars and acts of Gods such as earthquake, floods, fires etc. In such case the payments will be made to the date of termination of contract.

6.2 The Employer may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Contractor does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Employer may have subsequently approved in writing;
- (b) If the Contractor becomes insolvent or bankrupt;
- (c) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank’s sanctions procedures) in competing for or in performing the Contract.
- (d) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

6.3 All material and construction equipment on site, temporary works, and the Works shall be deemed to be the property of the Employer if the contract is terminated due to default by the Contractor

#### 7. Fraud and Corruption

7.1 The World Bank (“the Bank”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in the Appendix to this Contract Agreement.

7.2 If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank's sanctions procedures), in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and cancel the contract, and the provisions of Clause 6 shall apply as if such expulsion had been made under Clause 6.2.

8. Inspections and Audits

8.1 The Contractor shall carry out all instructions of the Engineer in charge which comply with the applicable laws where the Site is located.

8.2 The Contractor shall permit, and shall cause its Sub-Contractors to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Bid to carry out the Works and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

<p>_____ Signature (on behalf of the Employer)</p>	<p>Name of the Contractor. _____ Signature on behalf of Contractor</p>
<p>In the presence of: _____ (Signature) Name and designation (Witness)</p>	<p>In the presence of: _____ (Signature) Name and Address (Witness)</p>

**APPENDIX TO CONTRACT AGREEMENT**  
**Bank's Policy- Corrupt and Fraudulent Practices**

*(text in this Appendix shall not be modified)*

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, Revised July 2014:**

**"Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>11</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>12</sup>
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>13</sup>
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>14</sup>
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>15</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its

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<sup>11</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>12</sup> For the purpose of this sub-paragraph, "*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.

<sup>13</sup> For the purpose of this sub-paragraph, "*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.

<sup>14</sup> For the purpose of this sub-paragraph, "*parties*" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>15</sup> For the purpose of this sub-paragraph, "*party*" refers to a participant in the procurement process or contract execution.

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 paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>16</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>17</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>16</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>17</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



**ANNEX 1: TECHNICAL REQUIREMENTS**  
*(Technical specifications shall be incorporated in this section)*

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

Source of Funding (loan/credit/grant no.):

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

Contract Ref: \_\_\_\_\_

1. Brief background
2. Description and location of the Works
3. Standards and Specifications

**ANNEX 2: DRAWINGS**

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

Source of Funding (loan/credit/grant no.):

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

Contract Ref: \_\_\_\_\_

The Works are to be performed in accordance with the attached Specifications and the following Drawings:

**ATTACHMENT 10  
PROCUREMENT OF WORKS UNDER SIMPLE NCB  
EVALUATION FORM**

**ATTACHMENT 10  
PROCUREMENT OF WORKS UNDER SIMPLE NCB  
EVALUATION FORM**

1. Project Name \_\_\_\_\_
2. Loan/Credit/Grant Number \_\_\_\_\_
3. Implementing Agency \_\_\_\_\_
4. Contract Name & Ref. No. \_\_\_\_\_
5. Details of Works \_\_\_\_\_
6. Estimated Cost \_\_\_\_\_
7. IFB Published on:  
Bids Submission \_\_\_\_\_ time allowed(days) \_\_\_\_\_  
Submission Deadline \_\_\_\_\_ (date) \_\_\_\_\_
8. Bids Received  
Firms Issued Bid. Docs      Bid (Yes/No)    Bid Receipt Date      Read Out Bid Price
9. Responsiveness Evaluation Criteria:
10. Ranking of Responsive Bids by Price  
Name of Bidder                      Bidder's Bid Price                      Evaluated Bid Price  
1  
2  
3
11. Non-Responsive Bids  
Name of Bidder                      Reason(s) for Rejection  
1.  
2.
12. Name of the lowest evaluated responsive Bidder: \_\_\_\_\_
13. Evaluation of Winning Bidder's Qualifications

Key Requirements	Name of Winning Bidder	
	Bidder's qualifications	EC Comments
Qual 1		
Qual 2		
Qual 3		

14. Total price of the Contract award (*currency and amount*) \_\_\_\_\_

15. Intended Date of Contract award \_\_\_\_\_

16. Any issues (to be) discussed at finalization of contract. Give details.

17. Complaints from other contractors, if any. [Provide details, attach copy of complaint letter to the evaluation form and details of action taken, if any]

Date: \_\_\_\_\_

Title / Names and Signatures of Evaluation Committee (EC) and Procurement Official or authorized person

**Attachment to Evaluation Form (delete if not applicable)**

Evaluation of Technical Responsiveness

Key Requirements	Name of Bidder 1		Name of Bidder 2		Name of Bidder 3	
	Bidder's offer	EC Comments	Bidder's offer	EC Comments	Bidder's offer	EC Comments
Method statement						

**ATTACHMENT 11**  
**PROVISIONS OF “ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY (ESHS)**  
**ENHANCEMENTS” TO BE INCORPORATED INTO NCB BIDDING DOCUMENT**

**ATTACHMENT 11  
PROVISIONS OF “ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY  
(ESHS) ENHANCEMENTS”  
TO BE INCORPORATED INTO NCB BIDDING DOCUMENT**

The following table summarizes the key enhancements of ESHS that have been reflected in the World Bank’s Standard Bidding Documents and Standard Procurement Documents. For national competitive procurement (civil works construction, installation, or supervision), depending on the ESHS risks identified, the ESHS risks must be adequately addressed in the bidding document which should be subject to agreement with the Bank. For each project, some or all the provisions in the table below should be incorporated into the template or standard NCB bidding documents taking account of the ESHS risks and country context, and once agreed, should be applied consistently to all relevant project procurement activities under national competition.

#	Subject	Enhancement/s
1	<b>Declaration of contract suspension or termination</b>	<ul style="list-style-type: none"> <li>Applicants/Bidders/Proposers are now required to make a declaration listing any civil works contracts that have been suspended or terminated by an employer and/or performance security called by an employer, for ESHS reason/s. This information will be used to inform enhanced due diligence.</li> </ul>
2	<b>Strengthened specifications/ employer’s requirements</b>	<ul style="list-style-type: none"> <li>The Employer is required to set out clearly the minimum expectations of ESHS performance from the outset, to ensure that all Bidders/Proposers are aware of the ESHS requirements.</li> </ul>
3	<b>Workers’ ESHS Code of Conduct</b>	<ul style="list-style-type: none"> <li>Bidders/Proposers are now required to submit, as part of their Bid/Proposal, an ESHS Code of Conduct that will apply to their employees and sub-contractors, and details of how it will be enforced.</li> <li>The suitability of the Code of Conduct can be assessed and discussed as part of the Bid/Proposal evaluation and negotiations.</li> <li>The successful Bidder/Proposer is required to implement the agreed Code of Conduct upon contract award.</li> </ul>
4	<b>Contractor’s ESHS Management Strategy and Implementation Plans</b>	<ul style="list-style-type: none"> <li>Bidders/Proposers are now required to submit, as part of their Bid/Proposal, ESHS Management Strategies and Implementation Plans required to manage the key ESHS risks of the project.</li> </ul>



#	Subject	Enhancement/s
		<ul style="list-style-type: none"> <li>• The suitability of these strategies and plans can be assessed as part of the Bid/Proposal evaluation, and discussed during pre-contract discussions, as appropriate.</li> <li>• These strategies and plans will become part of the Contractor’s Environmental and Social Management Plan (C-ESMP).</li> <li>• Particular Conditions of Contract should include provisions relating to the C-ESMP, e.g.: <ul style="list-style-type: none"> <li>- a requirement that the Contractor shall not commence any Works unless the Engineer is satisfied that appropriate measures are in place to address ESHS risks and impacts;</li> <li>- at a minimum, the Contractor shall apply the plans and ESHS Code of Conduct, submitted as part of the Bid/Proposal, from contract award onwards.</li> </ul> </li> </ul>
5	<b>ESHS Performance Security</b>	<ul style="list-style-type: none"> <li>• The successful Bidder/Proposer is now required to provide, in addition to the standard Performance Security, an ESHS Performance Security (the sum of the two “demand” bank guarantees, normally not to exceed 10% of the contract price).</li> <li>• The ESHS performance security is in the form of a “demand” bank guarantee.”</li> <li>• The application of this provision is at the Borrower’s discretion. It is recommended for contracts where there is significant ESHS risks as advised by Social/Environmental specialist/s.</li> </ul>
6	<b>ESHS Provisional Sum</b>	<ul style="list-style-type: none"> <li>• An additional provisional sum, specifically for ESHS outcomes, may be included in the Request for Bids/Proposals documents, and eventual contract. Normally, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity/price items.</li> </ul>

#	Subject	Enhancement/s
7	<b>Key ESHS Personnel</b>	<ul style="list-style-type: none"> <li>• Bidders/Proposers are now required to demonstrate that they have suitably qualified ESHS specialists among their Key Personnel.</li> <li>• Key Personnel must be named in the Bid/Proposal, and in the contract.</li> <li>• The quality of the proposed Key Personnel (including ESHS specialists) will be assessed during the evaluation of Bids/Proposals.</li> <li>• The Contractor shall require the Employer's consent to substitute or replace any Key Personnel.</li> <li>• The Engineer may require the removal of Personnel if they undertake behaviour which breaches the ESHS Code of Conduct, e.g. spreading communicable diseases, sexual harassment, gender-based violence, illicit activity, or crime.</li> </ul>
8	<b>ESHS Reporting</b>	<ul style="list-style-type: none"> <li>• Contracts now contain specific ESHS reporting requirements. These relate to: <ul style="list-style-type: none"> <li>- ESHS incidents requiring immediate notification</li> <li>- ESHS metrics in regular progress reports.</li> </ul> </li> </ul>
9	<b>ESHS considerations during contract variation</b>	<ul style="list-style-type: none"> <li>• As part of variation procedures, the Contractor shall provide relevant ESHS information to enable the Engineer to evaluate the ESHS risks and impacts.</li> </ul>
10	<b>Ability to withhold interim payment</b>	<ul style="list-style-type: none"> <li>• Contracts should contain provisions allowing interim payments to be withheld where there is a failure to perform an ESHS obligation.</li> </ul>
11	<b>ESHS considerations included in civil works Consulting Services</b>	<ul style="list-style-type: none"> <li>• The standard Request for Proposals for consulting services now include ESHS considerations to apply to the supervision of civil works.</li> </ul>

**ATTACHMENT 12**  
**SAMPLE FORMAT FOR REQUEST FOR EXPRESSIONS OF INTEREST (REOI)**  
**FOR SELECTION BASED ON CONSULTANT'S QUALIFICATIONS (CQS)**

**ATTACHMENT 12  
SAMPLE FORMAT FOR REQUEST FOR EXPRESSIONS OF INTEREST  
(REOI)  
FOR SELECTION BASED ON CONSULTANT’S QUALIFICATIONS (CQS)**

**REQUEST FOR EXPRESSIONS OF INTEREST  
SELECTION BASED ON CONSULTANT’S QUALIFICATIONS (CQS)**

[*COUNTRY*]

[*NAME OF PROJECT*]

Loan No./Credit No./ Grant No.: \_\_\_\_\_

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

Reference No. (as per Procurement Plan): \_\_\_\_\_

The [*insert name of Borrower/Recipient*] [*has received/has applied for/intends to apply for*] financing from the World Bank toward the cost of the [*insert name of project or grant*], and intends to apply part of the proceeds for the following consulting services.

The consulting services (“the Services”) include [*insert brief description, estimated level of effort implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR referred to in this REOI*]<sup>18</sup>

The detailed Terms of Reference (TOR) for the assignment [*insert one of the following: can be found at the following website: (insert name of the website and URL address or link).*

**OR**

can be obtained at the address given below.]

The [*insert name of implementing agency*] now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services.

The attention of interested Consultants is drawn to paragraph 1.9 of the World Bank’s *Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* [*insert date of applicable Guidelines edition as per financing agreement*] (“Consultant Guidelines”), setting forth the World Bank’s policy on conflict of interest.

The best qualified firm to carry out the services will be selected in accordance with the Selection Based On Consultant’s Qualifications (CQS) method set out in the Consultant Guidelines, and based on the following criteria: [*insert criteria related to required qualifications and experience of the firm; such as core business and years in business, relevant experience, technical and managerial capability of the firm. Identify ‘mandatory*

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<sup>18</sup> Provide enough information allowing Consultants to decide whether or not to prepare an expression of interest. Requested information should be the minimum required to judge a Consultant’s suitability and not so complex as to discourage Consultants from expressing interest.

*minimum' requirements and 'desirable' requirements separately. The qualifications and experience of Key Experts shall not be included.*

Further information can be obtained at the address below during office hours [*insert office hours if applicable, i.e. 0900 to 1700 hours*].

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by [*insert date*].

[*insert name of office*]

Attn: [*insert name of officer & title*]

[*insert postal address and/or street address*]

[*insert postal code, city and country*]

Tel: [*include the country and city code*]

Fax: [*include the country and city code*]

E-mail: [*include e-mail address*]

**ATTACHMENT 13**  
**EOI EVALUATION FORM FOR SELECTING ONE FIRM**  
**UNDER SELECTION BASED ON CONSULTANT'S QUALIFICATIONS (CQS)**

**ATTACHMENT 13  
EOI EVALUATION FORM FOR SELECTING ONE FIRM  
UNDER SELECTION BASED ON CONSULTANT'S QUALIFICATIONS  
(CQS)**

Project Title:

Loan/Credit/Grant Number:

Date:

1. Implementing Agency \_\_\_\_\_(address, telephone/Fax No, email)
2. Name of consulting assignment:
3. Contract reference number (per Procurement Plan):
4. Total estimated cost of the assignment:
5. Assignment period:
6. Name of Publication and Date of Request for Expressions of Interest (REOI):
7. Deadline for submission of Expression of Interest (EOI):
8. Members of Evaluation Committee (Name and Position of each member):

9. Criteria for preparing long-list of qualified consultants:

(a) Minimum Mandatory Requirements (pass/fail):

(b) Criteria for ranking of long-list of consultants - experience & qualifications above Mandatory Minimum and any other "desirable" requirements (with scoring):  
*(scores should be applied only for the firms which "pass" the minimum mandatory requirements)*

Criterion # 1:

Criterion # 2:

Criterion # 3:

10. Names of firms which expressed interest in response to the REOI:

<i>Consultant</i>		<i>Sub-consultant/s</i>	
<i>Name of Firm</i>	<i>Country</i>	<i>Name of Firm</i>	<i>Country</i>
1			
2			
3			

11. Firms which passed the Minimum Mandatory Requirements:

<i>Firm</i>	<i>Experience &amp; Qualifications</i>		<i>Comments</i>
	<i>Strengths</i>	<i>Weaknesses</i>	
1			
2			
3			

12. Firms which failed the Minimum Mandatory Requirements:

<i>Firm</i>	<i>Experience &amp; Qualifications</i>	<i>Comments</i>
1		
2		

13. Ranking list of firms after evaluation as per 9 (b) above:

<i>Firm</i>	<i>Experience &amp; Qualifications above Mandatory Minimum &amp; Desirable Requirements</i>						<i>Total ave. points</i>
	<i>Criterion #1</i>		<i>Criterion # 2</i>		<i>Criterion # 3</i>		
	<i>Description</i>	<i>Ave. points</i>	<i>Description</i>	<i>Ave. points</i>	<i>Description</i>	<i>Ave. points</i>	
1							
2							
3							



14. The following top ranked firm (the highest scored) is recommended to be invited to submit a technical and financial proposal, which will become the basis for contract negotiations between the Client and the highest scoring firm:

15. Complaints, if any: \_\_\_\_\_

Signatures, names and titles of the Members of the Evaluation Committee: \_\_\_\_\_

**Attachment to Evaluation Form**

<b>EVALUATOR'S FORM</b>								
Name of Consulting Assignment: _____								
Contract Reference No.: _____								
Evaluated by: _____ (Name of Evaluator)								
	Firm	Criterion # 1 (max. points: .....)		Criterion # 2 (max. points: .....)		Criterion # 3 (max. points: .....)		Total points
		Firm's relevant Experience & Qual.	Assigned points	Firm's relevant Experience & Qual.	Assigned points	Firm's relevant Experience & Qual.	Assigned points	
1								
2								
3								

Signature of Evaluator: \_\_\_\_\_

(Note: This form should be prepared by each evaluator)

**ATTACHMENT 14**  
**SAMPLE FORMAT FOR REQUEST FOR PROPOSAL (RFP)**  
**UNDER SELECTION BASED ON CONSULTANT'S QUALIFICATIONS (CQS)**

**ATTACHMENT 14  
SAMPLE FORMAT FOR REQUEST FOR PROPOSAL (RFP)  
UNDER SELECTION BASED ON CONSULTANT'S QUALIFICATIONS (CQS)**

Date \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

1. The \_\_\_\_\_ (hereinafter to referred to as the "Client") invites you to submit a combined technical and financial proposal to provide the following consulting services: \_\_\_\_\_ . More details of the services are provided in the attached Terms of Reference.
2. Please submit your technical and financial proposals in accordance with the attached forms.
3. Your proposal will be subject to negotiation between your authorized representative and the Client and may result in a contract. A draft form of contract is also attached.
4. Your technical and financial proposal should be submitted at the following address, not later than \_\_\_\_\_ Day/ Month/ Year.

Address for submission of proposal:

5. Please confirm receipt of this invitation by fax/email and that you will submit the proposal as requested

Sincerely

(Client's authorized representative)

**PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ *[Date]*

To:

\_\_\_\_\_

We, the undersigned, offer to provide the consulting services for implementation of the assignment as described in the attached terms of reference and in accordance with your Request for Proposal dated [.....] and our proposal. We are hereby submitting our combined technical and financial proposal for the proposed services.

Our proposal is binding upon us and subject to any modifications resulting from Contract negotiations.

We understand you are not bound to accept our proposal.

Sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Entity:

*[Client to decide which of the following forms are relevant for the assignment and delete the rest]*

## FORM TECH-1: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

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

**FORM TECH-2: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

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

**FORM TECH-3: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

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

- 1 For Key Experts, the input should be indicated individually, if more than one is having the same position.
- 2 Months counted from start of assignment/mobilization. One month is 22 working (billable) days. One working (billable) day shall be not less than 8 working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" means work in the Client's country or other country outside expert's country of residence.

 Full time input  
 Part time input



**FORM TECH-3 CONTD.: CURRICULUM VITAE (CV)**

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

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

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

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

**Membership in Professional Associations and Publications:**

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

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

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{day/month/year}

Name of Expert \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

---

{day/month/year}

Name of authorized \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Representative of the Consultant (the same who signs the Proposal)

**FORM FIN-1: SUMMARY OF COSTS**

Item	Cost			
	{delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b>Total Cost of the Financial Proposal:</b>				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations</b>				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

**Footnote: Payments will be made in the currency(ies) expressed above**

**FORM FIN-2: BREAKDOWN OF REMUNERATION**

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

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

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

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### 1. Review of Remuneration Rates

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

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

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

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

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time,

time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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



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

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

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

Legend:

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

## **TERMS OF REFERENCE (TOR)**

### **MAIN SECTIONS OF THE TOR INCLUDE:**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK & DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. EXPECTED KEY EXPERTS
6. DURATION OF THE ASSIGNMENT AND ESTIMATED TIME INPUT
7. REPORTING REQUIREMENTS
8. CLIENT'S INPUTS

**FORM OF CONTRACT**

*[Client to select one from attachments 15 or 16 below and attach here]*

**ATTACHMENT 15**  
**SAMPLE CONTRACT FOR SMALL ASSIGNMENT**  
**TIME-BASED PAYMENTS (LESS THAN USD 500,000)**  
**CONSULTANT FIRM**

**ATTACHMENT 15  
SAMPLE CONTRACT FOR SMALL ASSIGNMENT  
TIME-BASED PAYMENTS (LESS THAN USD 500,000)  
CONSULTANT FIRM**

**CONTRACT**

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

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- 2. Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.
  - B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>1</sup> (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

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<sup>1</sup> Select the applicable rate and delete the others.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses subject to the ceiling amount as specified for each item in Annex C Cost Estimate of Services, List of Personnel and Schedule of Rates.

D. Payment Conditions

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

**5. Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.<sup>3</sup>

<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be<sup>4</sup> *[insert language]*.
- 12. Dispute Resolution<sup>5</sup>** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. Inspections and Auditing** The Consultant shall permit the World Bank ("the Bank") and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant's accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
  - (c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

<sup>4</sup> The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law.

<sup>5</sup> In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

**15. Fraud and Corruption**

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

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

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



**ATTACHMENT TO THE CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

(the text in this Attachment shall not be modified)

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>19</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>20</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>21</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>22</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from

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<sup>19</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>20</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>21</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>22</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>23</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>24</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>23</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>24</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

**ANNEX A**  
**TERMS OF REFERENCE AND SCOPE OF SERVICES**

(Note: this section should be a combination of the TOR in the RFP and the technical proposal from the consultant as well as other details agreed at negotiations)

1. BACKGROUND INFORMATION ON THE PROJECT
  
2. OBJECTIVE (S) OF THE ASSIGNMENT
  
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
  
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
  
5. DURATION OF THE ASSIGNMENT AND ESTIMATED TIME INPUT
  
6. REPORTING REQUIREMENTS
  
7. CLIENT’S INPUTS

**ANNEX B**  
**CONSULTANT'S REPORTING OBLIGATIONS**

**ANNEX C  
 COST ESTIMATE OF SERVICES, LIST OF PERSONNEL AND SCHEDULE OF  
 RATES**

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables<sup>6</sup>

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency<sup>7</sup> \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

<sup>6</sup> To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and \_\_\_\_\_ expenses). Per diem rate is fixed and includes cost of meals and subsistence for the period spent in the location of services.

<sup>7</sup> From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

**ATTACHMENT 16**  
**SAMPLE CONTRACT FOR SMALL ASSIGNMENT**  
**LUMP-SUM PAYMENT (LESS THAN USD 500,000)**  
**CONSULTANT FIRM**

**ATTACHMENT 16  
SAMPLE CONTRACT FOR SMALL ASSIGNMENT  
LUMP-SUM PAYMENT (LESS THAN USD 500,000)  
CONSULTANT FIRM**

**CONTRACT**

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

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

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

**3. Payment**

A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

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

*[insert amount and currency]* upon the Client’s receipt of *[insert the first deliverable/report]*;

*[insert amount and currency]* upon the Client’s receipt of *[insert the second deliverable/report]*;

.....

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.



and

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

*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator.

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

B. Reports.

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

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.<sup>2</sup>

**8. Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

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<sup>2</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

**11. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be<sup>3</sup> *[insert language]*

**12. Dispute Resolution<sup>4</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

**13. Inspections and Auditing** The Consultant shall permit the World Bank ("the Bank") and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant's accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures

**14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**15. Fraud and Corruption** The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

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

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

<sup>3</sup> The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law.

<sup>4</sup> In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

**ATTACHMENT TO THE CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

(the text in this Attachment shall not be modified)

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>25</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>26</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>27</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>28</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from

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<sup>25</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>26</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>27</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>28</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>29</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>30</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>29</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>30</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

## LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D: Breakdown of Lumpsum Cost Estimate

[This breakdown shall not be used as a basis for payments under the Lump-Sum contract. Information provided in this breakdown shall only be used, if needed, to establish payments to the Consultant for possible additional services beyond the original scope as and when requested by the Client]

**ANNEX A**  
**TERMS OF REFERENCE AND SCOPE OF SERVICES**

(Note: this section should be a combination of the TOR in RFP and the technical proposal from the consultant as well as other agreements at negotiations)

1. BACKGROUND INFORMATION ON THE PROJECT
  
2. OBJECTIVE (S) OF THE ASSIGNMENT
  
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
  
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
  
5. DURATION OF THE ASSIGNMENT AND ESTIMATED TIME INPUT
  
6. REPORTING REQUIREMENTS
  
7. CLIENT'S INPUTS

**ANNEX B  
CONSULTANT'S PERSONNEL**

**ANNEX C  
CONSULTANT'S REPORTING OBLIGATIONS AND DELIVERABLES**

**(Note: this annex should be consistent with the terms of payments in Clause 3 of the Contract).**



**ANNEX D  
BREAKDOWN OF LUMPSUM COST ESTIMATE**

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a)	International Travel		
(b)	Local Transportation		
(c)	Per Diem		
			Sub-total (2)

TOTAL COST \_\_\_\_\_

**(Note: Annex D is for information only in case additional services become necessary later. Payment shall follow the provisions of Clause 3 of the Contract).**

**ATTACHMENT 17A**  
**SAMPLE FORMAT FOR REQUEST FOR EXPRESSIONS OF INTEREST (REOI)**  
**SELECTION OF AN INDIVIDUAL CONSULTANT**  
**(WITH ADVERTISEMENT)**

**ATTACHMENT 17A  
SAMPLE FORMAT FOR REQUEST FOR EXPRESSIONS OF INTEREST (REOI)  
SELECTION OF AN INDIVIDUAL CONSULTANT  
(WITH ADVERTISEMENT)**

**REQUEST FOR EXPRESSIONS OF INTEREST  
(INDIVIDUAL CONSULTING SERVICES)**

[**COUNTRY**]

[**NAME OF PROJECT**]

Loan No./Credit No./ Grant No.: \_\_\_\_\_

**Assignment Title:** \_\_\_\_\_

**Reference No. (as per Procurement Plan):** \_\_\_\_\_

The [insert name of Borrower/Beneficiary/Recipient] [has received/has applied for/intends to apply for] financing from the World Bank toward the cost of the [insert name of project or grant], and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include [insert brief description, estimated level of effort (professional staff-months), implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR referred to in this REOI]<sup>31</sup>

The detailed Terms of Reference (TOR) for the assignment [insert one of the following: can be found at the following website: (insert name of the website and URL address or link).

**OR**

can be obtained at the address given below.]

The [insert name of implementing agency/client] now invites eligible individuals (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services (attach curriculum vitae with description of experience in similar assignments, similar conditions, etc.). Firms’ staff may express interest through the employing firm for the assignment and, under such situation, only the experience and qualifications of individuals shall be considered in the selection process. The criteria for selecting the Consultant are: [insert criteria related to required qualifications and experience of the individual].

The attention of interested Consultants (including firms) is drawn to paragraph 1.9 of the World Bank’s *Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* [insert correct title and date of applicable Guidelines edition as per financing agreement] (“Consultant Guidelines”), setting forth the World Bank’s policy on conflict of interest.

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<sup>31</sup> Provide enough information allowing Consultants to decide whether or not to prepare an expression of interest. Requested information should be the minimum required to judge a Consultant’s suitability and not so complex as to discourage Consultants from expressing interest.

A Consultant will be selected in accordance with Section V of the Consultant Guidelines. Firms expressing interest and proposing the name of an individual for the assignment should take note of paragraph 5.5 of the Consultant Guidelines.

Further information can be obtained at the address below during office hours [*insert office hours if applicable, i.e. 0900 to 1700 hours*].

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by [*insert date*].

[*insert name of office*]

Attn: [*insert name of officer & title*]

[*insert postal address and/or street address*]

[*insert postal code, city and country*]

Tel: [*include the country and city code*]

Fax: [*include the country and city code*]

E-mail: [*include e-mail address*]

**ATTACHMENT 17B**  
**SAMPLE LETTER OF INVITATION (LOI)**  
**SELECTION OF AN INDIVIDUAL CONSULTANT**  
**(WITHOUT ADVERTISEMENT)**

**ATTACHMENT 17B  
SAMPLE LETTER OF INVITATION (LOI)  
SELECTION OF AN INDIVIDUAL CONSULTANT  
(WITHOUT ADVERTISEMENT)**

Dear .....,

1. You are hereby invited to submit your curriculum vitae (CV) for providing consulting services on .....(*brief description of services*).
2. If selected, you would assist ..... (hereinafter referred to as “the Client”) with ..... More details on the services are provided in the attached Terms of Reference.
3. Your experience and qualification shall conform to the requirement as specified in the terms of reference. CVs will be evaluated in respect of the qualifications and experience of the candidates with reference to the following criteria:
  - (i) Specific experience relevant to the assignment
  - (ii) Qualifications and competence for the Assignment
  - (iii) Ability to work and transfer knowledge and skills to counterpart staff
4. Following evaluation of the CVs of individual consultants, the candidate who is evaluated as the best qualified for the assignment will be invited to contract negotiations and signing. Contract will be negotiated personally, by phone or e-mail. In case of any delay by the consultant responding to the Client’s invitation for more than 07 days, the Client has the right to withdraw the invitation. In case agreement is not reached for a contract, the negotiations with the individual consultant will be terminated and negotiations will proceed with the next best qualified candidate.
5. You will be required to start your assignment by..... The Client will make its best efforts to select a consultant prior to the intended start date.
6. The estimated term required for the assignment is: .....
7. Please note that the cost of preparing a CV and of negotiating a contract is not reimbursable by the Client.
8. The Terms of Reference and template of curriculum vitae (CV) are attached to this Letter of Invitation:

9. If you require further information on the assignment and the local conditions, you may contact Mr. .... at the following phone number and address:

Your complete CV should be faxed or e-mailed or delivered to the above address before .....

11. The Client is not bound to accept any of the CVs submitted.

12. Please inform us, upon receipt:

- i. that you received the letter of invitation; and
- ii. whether or not you will be submitting a CV.

Yours sincerely

(Signature, name and designation of the Client)

**TEMPLATE FOR CURRICULUM VITAE (CV)**

<b>Name of Expert:</b>	{Insert full name }
<b>Date of Birth:</b>	{day/month/year }
<b>Country of Citizenship/Residence</b>	

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>

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

**Certification:**

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

{ day/month/year }

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **TERMS OF REFERENCE (TOR)**

### **Main sections of the TOR include:**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK & DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. DURATION OF THE ASSIGNMENT AND ESTIMATED TIME INPUT
6. REPORTING REQUIREMENTS
7. CLIENT'S INPUTS

**ATTACHMENT 18  
EOI EVALUATION FORM  
SELECTION OF AN INDIVIDUAL CONSULTANT**

**ATTACHMENT 18  
EOI EVALUATION FORM  
SELECTION OF AN INDIVIDUAL CONSULTANT**

Country:

Project Title:

Loan/Credit/Grant Number:

Date:

1. Implementing Agency \_\_\_\_\_(address, telephone/Fax No, email)
2. Name of consulting assignment:
3. Contract reference number (per Procurement Plan):
4. Total estimated cost of the assignment:
5. Assignment period:
6. Name of Publication and Date of Request for Expressions of Interest (REOI) or Issue of Letter of Invitation (LOI), if REOI not published:
7. Deadline for submission of Expression of Interest (EOI):
8. Members of Evaluation Committee (Name and Position of each member):
9. Evaluation Criteria:

(a) Minimum Mandatory Requirements (pass/fail):

(b) Criteria for ranking of consultants - experience & qualifications above Mandatory Minimum -- and any other "desirable" requirements (with scoring):

*(scores should be applied only for the individuals who "pass" the minimum mandatory requirements)*

Criterion # 1:

Criterion # 2:

Criterion # 3:

10. Names of individuals who expressed interest in response to the REOI/LOI:

<i>Name of Individual</i>	<i>Country</i>
1	
2	
3	

11. Individuals who passed the Minimum Mandatory Requirements (long-list):

<i>Name of Individual</i>	<i>Experience &amp; Qualifications</i>		<i>Comments</i>
	<i>Strengths</i>	<i>Weaknesses</i>	
1			
2			
3			

12. Individuals who failed the Minimum Mandatory Requirements:

<i>Name of Individual</i>	<i>Experience &amp; Qualifications</i>	<i>Comments</i>
1		
2		
3		

13. Ranked list of individuals after evaluation as per 9 (b) above:

<i>Name of Individual</i>	<i>Experience &amp; Qualifications above Mandatory Minimum &amp; Desirable Requirements</i>						<i>Total ave. points</i>
	<i>Criterion #1</i>		<i>Criterion # 2</i>		<i>Criterion # 3</i>		
	<i>Description</i>	<i>Ave. points</i>	<i>Description</i>	<i>Ave. points</i>	<i>Description</i>	<i>Ave. points</i>	
1							
2							
3							

14. Results of interview of top ranked (if held):

<i>Name of Individual</i>	<i>Comments</i>
1	
2	
3	

15. The following individual consultant is recommended for selection:

16. Complaints, if any: \_\_\_\_\_

*Signatures of the Members of the Evaluation Committee:* \_\_\_\_\_

**Attachment to Evaluation Form**

<b>EVALUATOR'S FORM</b>								
Name of Consulting Assignment: _____ Contract Reference No.:								
Evaluated by: _____ (Name of Evaluator)								
	Name of Individual	Criterion # 1 (max. points: .....)		Criterion # 2 (max. points: .....)		Criterion # 3 (max. points: .....)		Total points
		Individual's relevant Experience & Qual.	Assigned points	Individual's relevant Experience & Qual.	Assigned points	Individual's relevant Experience & Qual.	Assigned points	
1								
2								
3								

Signature of Evaluator: \_\_\_\_\_

**(Note: each evaluator should prepare this evaluation form separately)**



**ATTACHMENT 19**  
**SAMPLE CONTRACT FOR NATIONAL INDIVIDUAL CONSULTANT**  
**FULL-TIME TIME-BASED**

**ATTACHMENT 19  
SAMPLE CONTRACT FOR NATIONAL INDIVIDUAL CONSULTANT  
FULL-TIME TIME-BASED**

## Cover Page

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Country: \_\_\_\_\_

Name of Project: \_\_\_\_\_

**Individual Consultant Contract**

**Time-Based Payment**

Contract No. \_\_\_\_

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

**Between**

\_\_\_\_\_ (Client)

**And**

\_\_\_\_\_ (Consultant)

Date: \_\_\_\_\_

## CONTRACT FOR CONSULTING SERVICES OF INDIVIDUAL CONSULTANT

### TIME-BASED PAYMENTS

THIS CONTRACT (“Contract”) is entered into this \_\_\_\_\_ *[insert the date of signing this contract]*, by and between \_\_\_\_\_ *[insert Client’s name]* (“the Client”) having its principal place of business at \_\_\_\_\_ *[insert Client’s address]*, and \_\_\_\_\_ *[insert Consultant’s name]* (“the Consultant”) having his/her Usual Place of Residence at \_\_\_\_\_ *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to,

and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**                    The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

The Consultant shall submit the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods as specified in the annex.

- 2. Term**                        The Consultant shall perform the Services during the period commencing \_\_\_\_\_ *[insert start date – must not be before contract signature]* and continuing through \_\_\_\_\_ *[insert end date]*, or any other period as may be subsequently agreed by the parties in writing.

*[The following paragraph is optional and applicable when (1) the selected consultant is new to the project; and (2) the contract duration is longer than one year. Depending on the specific context, the probationary period may be reduced to three months. Detailed criteria of performance assessment should be specified in the Terms of Reference if probation is applicable.]*

A six-month probationary period will apply from the start date. Before the end of the probationary period, the performance of the consultant will be evaluated. Should the performance be evaluated as non-satisfactory, the contract will be terminated immediately at the conclusion of the probationary period.

The Consultant will be required to work 40 hours a week. Typical working hours are 8:00—12:00 in the morning and 1:00—5:00 in the afternoon on weekdays. However, depending on the needs of project, the Consultant may be required to work additional hours with approval by the Client’s Coordinator (including on weekends and public holidays) for which the Consultant agrees to forego any entitlement to payment for overtime but would be entitled to time off in lieu.

- 3. Payment**                    A.     Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of (local currency) \_\_\_\_\_ [insert total amount of contract in currency]. This amount has been established based on the understanding that it includes all of the Consultant's costs, national provident fund, holiday passage, living expenses and ..... (client to select which items are applicable and delete the rest) as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below, and reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

i. The Client shall pay the Consultant for Services rendered at the rate per month spent, in accordance with the rate agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."

ii. Each month shall be deemed to be of thirty [30] days, and the time spent in performing the Services shall include travel time, week-ends and public holidays and, subject to the provisions in paragraph 4 hereof, shall also include periods of leave. Remuneration in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one-thirtieth [1/30<sup>th</sup>] of one month.

iii. [Optional – for contracts with duration longer than 18 months] The Consultant is entitled to an annual remuneration adjustment if the contract period is longer than 18 months. Remuneration may be adjusted only after 12 months from the start date of the contract based on the official price index (CPI/COLA) issued by the Government with consideration of the hiring institution's average incremental increase for the last fiscal year ending prior to the adjustment. Additionally, an increase for good performance of up to 5% may be considered based on clearly defined criteria of performance assessment. The first adjusted remuneration rate will become effective from the 13th month and, from then on, the rate will be adjusted every 12 months.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

i.

ii.

*(client to include list of reimbursables agreed with the consultant – ex. local transportation, per diem for field visits, etc)*

D. Payment Conditions

Payment shall be made in ..... *(local currency)* monthly not later than 30 days following submission by the Consultant of invoices and time sheets in duplicate and supporting documents for the reimbursable costs if so required to the Client’s Coordinator designated in paragraph 5.

Payments shall be made to the Consultant’s bank account:

**Beneficiary Name:** \_\_\_\_\_

**Beneficiary Address:** \_\_\_\_\_

**Beneficiary account number:** \_\_\_\_\_

**Account Name:** \_\_\_\_\_

**Name of Bank:** \_\_\_\_\_

**Branch:** \_\_\_\_\_

**Address of Bank:** \_\_\_\_\_

**4. Leave<sup>32</sup>**

The Consultant shall be entitled to take annual leave and sick leave during the Term of Contract upon the following basis:

A. Annual Leave

- i. Entitlement to annual leave shall accrue at the rate of six working days for every full period of three months during which the Consultant is performing the Services.
- ii. Annual leave shall be taken during the Term of Contract with the prior approval of the Client and at a time or times acceptable to the Client.
- iii. Annual leave shall not be commuted into cash.

B. Sick Leave<sup>33</sup>

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<sup>32</sup> This clause is used only when the national law entitles consultant to have the related leaves as indicated in this clause.

<sup>33</sup> This clause is used only when the national law entitles consultant to have the related leaves as indicated in this clause

- i. Entitlement to sick leave shall be conditional upon the inability of the Consultant to perform the Services, and the Consultant shall furnish the Client with all such medical and other evidence of his/her said inability as the Client may reasonably require.
- ii. Entitlement to sick leave shall accrue at the rate of four working days for every full period of three months during which the Consultant is performing the Services.
- iii. Sick leave shall not be commuted into cash.

**5. Project Administration**

A. Coordinator

The Client designates Mr./Ms. \_\_\_\_\_ *[insert name]* as the Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance of the deliverables on behalf of the Client, and for receiving and approving invoices for payment.

B. Timesheets

During the course of the Services under this Contract, including field work, the Consultant is required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Client's Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

D. Taxes

In accordance with the ..... *(insert country)* Income Tax Act, the Consultant is subject to payment of income tax on his/her remuneration and allowances, if any. Such taxes shall be withheld by the Client from gross remuneration and the Client shall be responsible for paying the income taxes to the tax authority on the Consultant's behalf.

**6. Performance Standard**

The Consultant will perform the Services with the highest standards of professional and ethical competence, and integrity.

**7. Inspections and Auditing**

The Consultant shall permit the World Bank ("the Bank") and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant's accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank

(including without limitation a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

- 8. Confidentiality** The Consultant shall not, during the Term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 9. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. Any equipment such as laptop, photocopier, printing equipment, etc. provided by the Client to the Consultant for the Services, shall be returned to the Client at the completion of the Contract.
- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services.
- 11. Insurance** The Consultant shall arrange his own Medical Insurance Plans during the Term of Contract. Except as may be specified herein, the Client shall be under no liability in respect of medical expenses of the Consultant.
- The Consultant shall arrange insurance against accidental death or dismemberment resulting from bodily injury incurred during the Term of Contract. The Client shall be under no liability in respect of such events.
- The Consultant shall be responsible for other appropriate insurance coverage, e.g., travel and third party liability. The Client shall be under no liability in respect of such events.
- 12. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it.
- 13. Law Governing Contract and Language** The Contract shall be governed by the laws of ..... (*insert country*) and the language of the Contract shall be **English**.
- 14. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of ..... (*insert country*).



**15. Termination**

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

- a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract;
- c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**16. Fraud and Corruption**

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

**ATTACHMENT 1 TO CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

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

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (vi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>34</sup>;
- (vii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>35</sup>;
- (viii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>36</sup>;
- (ix) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>37</sup>;
- (x) “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

<sup>34</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>35</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>36</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>37</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>38</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>39</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>38</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>39</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, and Schedule of Rates

## **ANNEX A: TERMS OF REFERENCE AND SCOPE OF SERVICES**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. QUALIFICATION REQUIREMENTS
6. DURATION OF THE ASSIGNMENT
7. CLIENT'S INPUTS
8. CRITERIA FOR ASSESSING CONSULTANT'S PERFORMANCE (IF PROBATION AND/OR PRICE ADJUSTMENT ARE APPLICABLE)

**ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS**

**ANNEX C: COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES**

**(1) Remuneration:**

	<b>Rate (currency)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total (currency)</b>
<b>1. Fees (Net)</b>		Month		
<b>2. NPF Employer’s Contribution</b>	.....%			
<b>Total</b>				

**(2) Reimbursables:<sup>40</sup>**

	<b>Rate (currency)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total (currency)</b>
<b>1.</b>				
<b>2.</b>				
<b>Total</b>				

**Ceiling Total (Remuneration + Reimbursables) =**

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<sup>40</sup> Reimbursable expenses will be paid on actual basis supported with documentary evidence. subject to the ceiling amount for each item as specified in the table above.

**ATTACHMENT 20**  
**SAMPLE CONTRACT FOR NATIONAL INDIVIDUAL CONSULTANT**  
**PART-TIME TIME-BASED**



**ATTACHMENT 20  
SAMPLE CONTRACT FOR NATIONAL INDIVIDUAL CONSULTANT  
PART-TIME TIME-BASED**

## Cover Page

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Country: \_\_\_\_\_

Name of Project: \_\_\_\_\_

### Individual Consultant Contract

Time-Based Payment

Contract No. \_\_\_\_

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

Between

\_\_\_\_\_ (Client)

And

\_\_\_\_\_ (Consultant)

Date: \_\_\_\_\_

**CONTRACT FOR INDIVIDUAL CONSULTING SERVICES**

**TIME-BASED PAYMENTS**

THIS CONTRACT (“Contract”) is entered into this \_\_\_\_\_ [insert the date of signing this contract], by and between \_\_\_\_\_ [insert Client’s name] (“the Client”) having its principal place of business at \_\_\_\_\_ [insert Client’s address], and \_\_\_\_\_ [insert Consultant’s name] (“the Consultant”) having his/her Usual Place of Residence at \_\_\_\_\_ [insert Consultant’s address].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to,

and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services**                    The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

The Consultant shall submit the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods as specified in the annex.

**2. Term**                        The Consultant shall perform the Services during the period commencing \_\_\_\_\_ [insert start date – must not be before contract signature] and continuing through \_\_\_\_\_ [insert end date], or any other period as may be subsequently agreed by the parties in writing.

The Consultant will be required to work 8 hours per working day. Typical working hours are 8:00—12:00 in the morning and 1:00—5:00 in the afternoon.

**3. Payment**                    A.     Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of ..... (local currency) \_\_\_\_\_ [insert total amount of contract in currency]. This amount has been established based on the understanding that it includes all of the Consultant’s costs, as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below, and reimbursable expenditures as defined in sub-paragraph C below.

B.     Remuneration

i.     The Client shall pay the Consultant for Services rendered at the rate per day spent, in accordance with the rate agreed and specified in Annex C, “Cost Estimate of Services and Schedule of Rates.”

- ii. **[Optional – for contracts with duration longer than 18 months]**  
The Consultant is entitled to an annual remuneration adjustment if the contract period is longer than 18 months. Remuneration may be adjusted only after 12 months from the start date of the contract based on the official price index (CPI/COLA) issued by the Government with consideration of the hiring institution's average incremental increase for the last fiscal year ending prior to the adjustment. Additionally, an increase for good performance of up to 5% may be considered based on clearly defined criteria of performance assessment. The first adjusted remuneration rate will become effective from the 13th month and, from then on, the rate will be adjusted every 12 months.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- i.
- ii.

*(client to include list of reimbursables agreed with the consultant – e.g. local transportation, per diem for field visits, etc.)*

D. Payment Conditions

Payment shall be made in ..... (local currency) monthly not later than 30 days following submission by the Consultant of invoices and time sheets in duplicate and supporting documents for the reimbursable costs if so required to the Client's Coordinator designated in paragraph 4.

Payments shall be made to the Consultant's bank account:

- Beneficiary Name:** \_\_\_\_\_
- Beneficiary Address:** \_\_\_\_\_
- Beneficiary account number:** \_\_\_\_\_
- Account Name:** \_\_\_\_\_
- Name of Bank:** \_\_\_\_\_
- Branch:** \_\_\_\_\_
- Address of Bank:** \_\_\_\_\_

- 4. Project Administration**
- A. Coordinator
- The Client designates Mr./Ms. \_\_\_\_\_ *[insert name]* as the Client’s Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance of the deliverables on behalf of the Client, and for receiving and approving invoices for payment.
- B. Timesheets
- During the course of the Services under this Contract, including field work, the Consultant is required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Client’s Coordinator.
- C. Records and Accounts
- The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- D. Taxes
- In accordance with the ..... *(insert country)* Income Tax Act, the Consultant is subject to payment of income tax on his/her remuneration and allowances, if any. Such taxes shall be withheld by the Client from gross remuneration and the Client shall be responsible for paying the income taxes to the tax authority on the Consultant’s behalf.
- 6. Performance Standard**
- The Consultant will perform the Services with the highest standards of professional and ethical competence, and integrity.
- 7. Inspections and Auditing**
- The Consultant shall permit the World Bank (“the Bank”) and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant’s accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.
- 8. Confidentiality**
- The Consultant shall not, during the Term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 9. Ownership of Material**
- Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. Any equipment such as laptop, photocopier, printing equipment,

etc. provided by the Client to the Consultant for the Services, shall be returned to the Client at the completion of the Contract.

- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services.
- 11. Insurance** The Consultant shall arrange his own Medical Insurance Plans during the Term of Contract. Except as may be specified herein, the Client shall be under no liability in respect of medical expenses of the Consultant.
- The Consultant shall arrange insurance against accidental death or dismemberment resulting from bodily injury incurred during the Term of Contract. The Client shall be under no liability in respect of such events.
- The Consultant shall be responsible for other appropriate insurance coverage, e.g., travel and third party liability. The Client shall be under no liability in respect of such events.
- 12. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it.
- 13. Law Governing Contract and Language** The Contract shall be governed by the laws of ..... (*insert country*) and the language of the Contract shall be *English*.
- 14. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of ..... (*insert country*).
- 15. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:
- d) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - e) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract;
  - f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**16. Fraud and Corruption**

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

**ATTACHMENT 1 TO CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

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

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>41</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>42</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>43</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>44</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive

<sup>41</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>42</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>43</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>44</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.



practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>45</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>46</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>45</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>46</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

**LIST OF ANNEXES**

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Reporting Obligations
- Annex C: Cost Estimate of Services, and Schedule of Rates

## **ANNEX A: TERMS OF REFERENCE AND SCOPE OF SERVICES**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. QUALIFICATION REQUIREMENTS
6. DURATION OF THE ASSIGNMENT
7. REPORTING REQUIREMENTS
8. CLIENT'S INPUTS
9. CRITERIA FOR ASSESSING CONSULTANT'S PERFORMANCE (IF PROBATION AND/OR PRICE ADJUSTMENT ARE APPLICABLE)

**ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS**

**ANNEX C: COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES**

**(1) Remuneration:**

	<b>Rate (currency)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total (currency)</b>
<b>1. Fees (Net)</b>		day		
<b>Total</b>				

**(2) Reimbursables:<sup>47</sup>**

	<b>Rate (currency)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total (currency)</b>
<b>1.</b>				
<b>2.</b>				
<b>Total</b>				

**Ceiling Total (Remuneration + Reimbursables) =**

<sup>47</sup> Reimbursable expenses will be paid on actual basis supported with documentary evidence, subject to the ceiling amount for each item as specified in the table above.

**ATTACHMENT 21**  
**SAMPLE CONTRACT FOR NATIONAL INDIVIDUAL CONSULTANT**  
**LUMPSUM-BASED**

**ATTACHMENT 21  
SAMPLE CONTRACT FOR NATIONAL INDIVIDUAL CONSULTANT  
LUMP SUM-BASED**

## Cover Page

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Country: \_\_\_\_\_

Name of Project: \_\_\_\_\_

### Individual Consultant Contract

Lumpsum Payment

Contract No. \_\_\_\_

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

Between

\_\_\_\_\_ (Client)

And

\_\_\_\_\_ (Consultant)

Date: \_\_\_\_\_



**CONTRACT FOR INDIVIDUAL CONSULTING SERVICES**

**LUMPSUM PAYMENTS**

THIS CONTRACT ("Contract") is entered into this \_\_\_\_\_ [insert the date of signing this contract], by and between \_\_\_\_\_ [insert Client's name] ("the Client") having its principal place of business at \_\_\_\_\_ [insert Client's address], and \_\_\_\_\_ [insert Consultant's name] ("the Consultant") having his/her Usual Place of Residence at \_\_\_\_\_ [insert Consultant's address].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to,

and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services**            The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

The Consultant shall submit the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods as specified in the annex.

**2. Term**                The Consultant shall perform the Services during the period commencing \_\_\_\_\_ [insert start date – must not be before contract signature] and continuing through \_\_\_\_\_ [insert end date], or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**            A.     Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of ..... (local currency) \_\_\_\_\_ [insert total amount of contract in currency]. This amount has been established based on the understanding that it includes all of the Consultant's costs, as well as any tax obligation that may be imposed on the Consultant.

B.     Payment Schedule

The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Annex A**, according to the following payment schedule:

**1<sup>st</sup> payment:** [insert the amount of the installment or percentage of the total Contract price, and the currency vs the deliverable(s) or milestone of payment.]

**2<sup>nd</sup> payment:** \_\_\_\_\_: \_\_\_\_\_

**Final payment:** \_\_\_\_\_

C. Payment Conditions

Payment shall be made in ..... (*local currency*) not later than 30 days following submission by the Consultant of invoices in duplicate and supporting documents (certified deliverables) to the Client's Coordinator designated in paragraph 4.

Payments shall be made to the Consultant's bank account:

**Beneficiary Name:** \_\_\_\_\_

**Beneficiary Address:** \_\_\_\_\_

**Beneficiary account number:** \_\_\_\_\_

**Account Name:** \_\_\_\_\_

**Name of Bank:** \_\_\_\_\_

**Branch:** \_\_\_\_\_

**Address of Bank:**

**4. Project Administration**

A. Coordinator

The Client designates Mr./Ms. \_\_\_\_\_ [*insert name*] as the Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance of the deliverables on behalf of the Client, and for receiving and approving invoices for payment.

B. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

C. Taxes

In accordance with the ..... (*insert country*) Income Tax Act, the Consultant is subject to payment of income tax on his/her remuneration and allowances, if any. Such taxes shall be withheld by the Client from payments due and the Client shall be responsible for paying the income taxes to the Inland Revenue on the Consultant's behalf.

**5. Performance Standard**

The Consultant will perform the Services with the highest standards of professional and ethical competence, and integrity.

- 6. Inspections and Auditing** The Consultant shall permit the World Bank (“the Bank”) and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant’s accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.
- 7. Confidentiality** The Consultant shall not, during the Term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. Any equipment such as laptop, photocopier, printing equipment, etc. provided by the Client to the Consultant for the Services, shall be returned to the Client at the completion of the Contract.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services.
- 10. Insurance** The Consultant shall arrange his own Medical Insurance Plans during the Term of Contract. Except as may be specified herein, the Client shall be under no liability in respect of medical expenses of the Consultant.
- The Consultant shall arrange insurance against accidental death or dismemberment resulting from bodily injury incurred during the Term of Contract. The Client shall be under no liability in respect of such events.
- The Consultant shall be responsible for other appropriate insurance coverage, e.g., travel and third party liability. The Client shall be under no liability in respect of such events.
- 11. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of ..... (*insert country*) and the language of the Contract shall be **English**.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of ..... (*insert country*).

**14. Termination**

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

- g) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- h) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract;
- i) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**15. Fraud and Corruption**

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

**ATTACHMENT 1 TO CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

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

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (vi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>48</sup>;
- (vii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>49</sup>;
- (viii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>50</sup>;
- (ix) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>51</sup>;
- (x) “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

<sup>48</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>49</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>50</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>51</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>52</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>53</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>52</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>53</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, and Schedule of Rates

## **ANNEX A: TERMS OF REFERENCE AND SCOPE OF SERVICES**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. QUALIFICATION REQUIREMENTS
6. DURATION OF THE ASSIGNMENT
7. REPORTING REQUIREMENTS
8. CLIENT'S INPUTS



**ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS**

**ANNEX C: COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES**

This breakdown shall not be used as a basis for payments of the Lumpsum. The information in this breakdown shall only be used to establish payments to the Consultant for possible additional services, beyond the original scope of services, as and when requested by the Client.

(1) **Remuneration:**

	<b>Rate (currency)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total (currency)</b>
<b>1. Fees (Net)</b>		day		
<b>2. Taxes</b>				
<b>Total</b>				

(2) **Reimbursables:**<sup>54</sup>

	<b>Rate (currency)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total (currency)</b>
<b>1.</b>				
<b>2.</b>				
<b>Total</b>				

**Ceiling Total (Remuneration + Reimbursables) =**

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**ATTACHMENT 22**  
**SAMPLE CONTRACT FOR INTERNATIONAL INDIVIDUAL CONSULTANT**  
**TIME-BASED**

**ATTACHMENT 22**  
**SAMPLE CONTRACT FOR INTERNATIONAL INDIVIDUAL CONSULTANT**  
**TIME-BASED**

**Country:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

**Individual Consultant Contract**

(for international consultant)

Time-Based Payment

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

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

Between

\_\_\_\_\_ (Client)

And

\_\_\_\_\_ (Consultant)

**Date:** \_\_\_\_\_

THIS CONTRACT (“Contract”) is entered into this \_\_\_\_\_ [insert the date of signing this contract], by and between \_\_\_\_\_ [insert Client’s name] (“the Client”) having its principal place of business at \_\_\_\_\_ [insert Client’s address], and \_\_\_\_\_ [insert Consultant’s name] (“the Consultant”) having his/her Place of Residence at \_\_\_\_\_ [insert Consultant’s address].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

The Consultant shall provide the reports/outputs listed in Annex B, ‘Consultant’s Reporting Obligations’ within the time periods listed in such Annex.

- 2. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ [insert start date – must not be before contract signature] and continuing through to \_\_\_\_\_ [insert end date], or any other period as may be subsequently agreed by the parties in writing.

*[The following paragraph is optional and applicable when (1) the selected consultant is new to the project; and (2) the contract duration is longer than one year. Depending on the specific context, the probationary period may be reduced to three months. Details of performance assessment should be specified in the project implementation manual.]*

A six-month probationary period will be applied from the starting date. Before the end of probationary period, the performance of the consultant will be evaluated. Should the performance be evaluated as non-satisfactory, the contract will be terminated immediately at the conclusion of the probationary period.

The Consultant will be required to work 8 hours per working day. Typical working hours are 8:00—12:00 in the morning and 1:00—5:00 in the afternoon on weekdays.

- 3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of (insert currency) \_\_\_\_\_ [insert contract ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profit, as well as any tax obligation that may be imposed on

the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the daily rate agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates." Travel days to and from the Consultant's place of residence to .....  
(insert country) are not included as chargeable, however any approved internal travel within ..... (insert country) in the course of undertaking this assignment can be included in the chargeable fee.

- iii. [Optional – for contracts with duration longer than 18 months] The Consultant is entitled to an annual remuneration adjustment if the contract period is longer than 18 months. Remuneration may be adjusted only after 12 months from the start date of the contract based on the official index for salaries in the Consultant's country. The first adjusted remuneration rate will become effective from the 13th month and, from then on, the rate will be adjusted every 12 months.

C. Per diem

A daily Per Diem will be paid for all days the consultant is in ..... (insert country), in relation to the Services. Refer to Annex C: Cost Estimate of Services, Schedule of Rates.

D. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

Normal and customary expenditures for official travel and accommodation. Official travel will be reimbursed at the cost of less than business class travel from \_\_\_\_\_ [insert consultant's place of residence] to ..... (insert country) and return. The maximum amount claimable is shown in Annex C and will only be paid on production of proof of the incurring of the expenses and will need to be authorized by the Client's Coordinator.

D. Payment Conditions

Payment shall be made in \_\_\_\_\_ [*insert currency*] not later than 30 days following submission by the Consultant of invoices and time sheets for remuneration and invoices and supporting documents for reimbursable costs in duplicate to the Client's Coordinator designated in paragraph 4. The Client's Coordinator shall be responsible for receiving and approving invoices for payments and for acceptance of the deliverables by the Client.

Payments shall be made to Consultant's bank account

Bank: [Insert bank name]

Account Name: [Insert account name]

Account Number: [Insert account number]

BSB Number: [Insert BSB Number]

SWIFT Code: [Insert SWIFT code]

Intermediary Bank Details: [If required]

**4. Project Administration**

A. Client's Coordinator

The Client designates Mr./Ms. \_\_\_\_\_ [*insert name*] as Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables on behalf of the Client.

B. Timesheets

During the course of the Services under this Contract, including field work, the Consultant is required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Client's Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.



- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Inspections and Auditing** The Consultant shall permit the World Bank (“the Bank”) and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant’s accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.
- 7. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its completion, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services.
- 10. Insurance** The Consultant shall arrange his/her own Medical Insurance Plans during the Term of Engagement; the Client shall be under no liability in respect of medical expenses of the Consultant.
- The Consultant shall arrange insurance against accidental death or dismemberment resulting from bodily injury incurred during the Term of Engagement. The Client shall be under no liability in respect of such events.
- The Consultant shall be responsible for other appropriate insurance coverage, e.g., travel and third party liability. The Client shall be under no liability in respect of such events.
- 11. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it without client’s prior written consent
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Solomon Islands and the language of the Contract shall be *English*.

**13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of ..... (*insert country*).

**14. Termination** 14.1 The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14.2 The Consultant shall promptly notify the Client in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out his/her obligations under the Contract, and the Consultant's intention to terminate the contract. Upon written confirmation by the Client or upon failure of the Client to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and may thereupon terminate the Contract.

**15. Fraud and Corruption** The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

**FOR THE CLIENT**

Signed by \_\_\_\_\_  
[Insert appropriate signatory role]  
[Insert signatory's name]

Date: \_\_\_\_\_

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_  
[Insert consultant's name]

Date: \_\_\_\_\_

**ATTACHMENT 1 TO CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

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

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (xi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>55</sup>;
- (xii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>56</sup>;
- (xiii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>57</sup>;
- (xiv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>58</sup>;
- (xv) “obstructive practice” is

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<sup>55</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>56</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>57</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>58</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>59</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>60</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>59</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>60</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

**LIST OF ANNEXES**

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Reporting Obligations
- Annex C: Cost Estimate of Services, and Schedule of Rates

## **ANNEX A: TERMS OF REFERENCE AND SCOPE OF SERVICES**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. QUALIFICATION REQUIREMENTS
6. DURATION OF THE ASSIGNMENT
7. REPORTING REQUIREMENTS
8. CLIENT'S INPUTS
9. CRITERIA FOR ASSESSING CONSULTANT'S PERFORMANCE (IF PROBATION IS APPLICABLE)

## **ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS**

- [Insert reporting requirements]

**ANNEX C: COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES**

	QTY	Unit	Rate (INSERT CURRENCY)	Total (INSERT CURRENCY)
<b>1. <u>Remuneration</u></b>				
a. Consultant Fees		Day		
<b>Subtotal (1)</b>				
<b>2. <u>Reimbursables</u><sup>61</sup></b>				
a. International Travel <sup>62</sup> (insert place of residence) to ..... )		Return Trip		
b. Accommodation		Day		
c. Per diem <sup>63</sup>		Day		
<b>Subtotal (2) (a+b+c)</b>				
<b>TOTAL COST (1+2)</b>				

<sup>61</sup> To include expenses for international travel, local transportation, accommodation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts up to the maximum thresholds; except for per diem (which is on a fixed rate and paid on days in country).

<sup>62</sup> All travel costs incurred in travel from consultant's location to ..... return and may include airfare, taxi fares and accommodation costs where in-transit stopovers are required. Expenses will only be refunded based on documentation that the expense was incurred by the consultant.

<sup>63</sup> Per diem rate is fixed and includes cost of meals and subsistence for the period spent in the location of services.



**ATTACHMENT 23**  
**SAMPLE CONTRACT FOR INTERNATIONAL INDIVIDUAL CONSULTANT**  
**LUMPSUM-BASED**

**ATTACHMENT 23  
SAMPLE CONTRACT FOR INTERNATIONAL INDIVIDUAL CONSULTANT  
LUMP-SUM-BASED**

**Country:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

**Individual Consultant Contract**

(for international consultant)

Lumpsum Payment

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

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

Between

\_\_\_\_\_ (Client)

And

\_\_\_\_\_ (Consultant)

**Date:** \_\_\_\_\_

THIS CONTRACT ("Contract") is entered into this \_\_\_\_\_ [insert the date of signing this contract], by and between \_\_\_\_\_ [insert Client's name] ("the Client") having its principal place of business at \_\_\_\_\_ [insert Client's address], and \_\_\_\_\_ [insert Consultant's name] ("the Consultant") having his/her Place of Residence at \_\_\_\_\_ [insert Consultant's address].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to,

and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services**            The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

The Consultant shall provide the reports/outputs listed in Annex B, "Consultant's Reporting Obligations" within the time periods listed in such Annex.

**2. Term**                The Consultant shall perform the Services during the period commencing \_\_\_\_\_ [insert start date – must not be before contract signature] and continuing through to \_\_\_\_\_ [insert end date], or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**            A.     Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of (insert currency) \_\_\_\_\_ [insert contract ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profit, as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B.     Payment Schedule

The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Annex A** according to the following payment schedule:

**1<sup>st</sup> payment:** [insert the amount of the installment or percentage of the total Contract price, and the currency vs deliverable(s) or milestone.]

2<sup>nd</sup> payment: \_\_\_\_\_

.....: \_\_\_\_\_

Final payment: \_\_\_\_\_.

C. Payment Conditions

Payment shall be made not later than 30 days following submission by the Consultant of invoices and supporting documents of deliverable(s) or for realizing payment milestones, in duplicate to the Client's Coordinator designated in paragraph 4. The Client's Coordinator shall be responsible for receiving and approving invoices for payments and for acceptance of the deliverables by the Client.

Payments shall be made to Consultant's bank account

Bank: [Insert bank name]

Account Name: [Insert account name]

Account Number: [Insert account number]

BSB Number: [Insert BSB Number]

SWIFT Code: [Insert SWIFT code]

Intermediary Bank Details: [If required]

**4. Project Administration**

A. Client's Coordinator

The Client designates Mr./Ms. \_\_\_\_\_ [insert name] as Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables on behalf of the Client.

B. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Inspections and Auditing** The Consultant shall permit the World Bank (“the Bank”) and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant’s accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.
- 7. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its completion, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services.
- 10. Insurance** The Consultant shall arrange his/her own Medical Insurance Plans during the Term of Engagement; the Client shall be under no liability in respect of medical expenses of the Consultant.
- The Consultant shall arrange insurance against accidental death or dismemberment resulting from bodily injury incurred during the Term of Engagement. The Client shall be under no liability in respect of such events.
- The Consultant shall be responsible for other appropriate insurance coverage, e.g., travel and third party liability. The Client shall be under no liability in respect of such events.
- 11. Assignment** The Consultant shall not assign this Contract or subcontract any portion of it without client’s prior written consent
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of [the Client’s country] and the language of the Contract shall be *English*.

**13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of ..... (*insert country*).

**14. Termination** 14.1 The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14.2 The Consultant shall promptly notify the Client in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out his/her obligations under the Contract and the Consultant's intention to terminate the contract. Upon written confirmation by the Client or upon failure of the Client to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and the contract is terminated.

**15. Fraud and Corruption** The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to this Contract.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_  
[Insert appropriate signatory role]  
[Insert signatory's name]

Signed by \_\_\_\_\_  
[Insert consultant's name]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1 TO CONTRACT AGREEMENT  
BANK'S POLICY – CORRUPT AND FRAUDULENT PRACTICES**

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

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:**

**“Fraud and Corruption**

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

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

- (xvi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
- (xvii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
- (xviii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
- (xix) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;

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<sup>1</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>2</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>3</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>4</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.



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

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<sup>5</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>6</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

**LIST OF ANNEXES**

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Reporting Obligations
- Annex C: Cost Estimate of Services, and Schedule of Rates

## **ANNEX A: TERMS OF REFERENCE AND SCOPE OF SERVICES**

1. BACKGROUND INFORMATION ON THE PROJECT
2. OBJECTIVE (S) OF THE ASSIGNMENT
3. SCOPE OF WORK AND DESCRIPTION OF TASKS
4. EXPECTED OUTCOMES/DELIVERABLES WITH TIMELINES
5. QUALIFICATION REQUIREMENTS
6. DURATION OF THE ASSIGNMENT
7. CLIENT'S INPUTS

## **ANNEX B: CONSULTANT'S REPORTING OBLIGATIONS**

- [Insert reporting requirements]

**ANNEX C: COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES**

[This breakdown shall not be used as a basis for payments of the Lumpsum. The information in this breakdown shall only be used to establish payments to the Consultant for possible additional services, beyond the original scope of services, as and when requested by the Client]

	<b>QTY</b>	<b>Unit</b>	<b>Rate (INSERT CURRENCY)</b>	<b>Total (INSERT CURRENCY)</b>
<b>3. Remuneration</b>				
b. Consultant Fees		Day		
<b>Subtotal (1)</b>				
<b>4. Reimbursables<sup>7</sup></b>				
d. International Travel <sup>8</sup> ([insert place of residence) to ..... )		Return Trip		
e. Accommodation		Day		
f. Per diem <sup>9</sup>		Day		
<b>Subtotal (2) (a+b+c)</b>				
<b>TOTAL COST (1+2)</b>				

<sup>7</sup> To include expenses for international travel, local transportation, accommodation, per diem, communications, reporting costs, visas, , in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts up to the maximum thresholds; except for per diem (which is on a fixed daily rate and paid based on number of days in country). Similarly, costs of national travel can also be listed when necessary.

<sup>9</sup> Per diem rate is fixed and includes cost of meals and subsistence for the period spent in the location of services.