**STANDARD PROCUREMENT DOCUMENT**

**Request for Proposals**

**Framework Agreement(s)**

**Consulting Services**

***(where financial proposal is invited only at the Secondary Procurement stage)***



**July 2023**

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**July 2023**

This SPD requires that the successful consultant shall submit the **Beneficial Ownership Disclosure Form** in accordance with the requirements of the RFP.

Further, this revision includes provisions to manage cyber security risks, to apply for contracts that have been assessed to present potential or actual cyber security risks.

**Foreword**

1. This Standard Procurement Document (SPD), Request for Proposals (RFPs)- Framework Agreement (s) for selection of consultants to provide Consultancy Services, has been prepared by the World Bank[[1]](#footnote-1) (“Bank”)
2. This SPD reflects the World Bank’s *Procurement Regulations for IPF Borrowers, July 2016* as amended from time to time. This SPD is applicable to the selection of consultant(s), to provide Consultancy Services, funded, in whole or in part, by IBRD or IDA financed projects and whose Legal Agreement makes reference to the Procurement Regulations for IPF Borrowers.
3. This SPD requires that the successful consultant shall submit the Beneficial Ownership Disclosure Form in accordance with the requirements of the RFP. Further, this revision includes provisions to manage cyber security risks, to apply for contracts that have been assessed to present potential or actual cyber security risks.
4. The SPD includes provisions to ensure that a firm disqualified by the Bank for non-compliance with SEA/SH obligations is not awarded a contract.
5. The text shown in *Italics* is *“Notes to the Procuring Agency*”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Procuring Agency” should be deleted from the final RFP issued to the shortlisted Consultants.
6. Framework Agreements may be used to retain one or more qualified consulting firms for multiple consulting assignments that: (i) are similar in nature and complexity to be described under a broad terms of reference, with details (such as precise location, duration and scope) specified in individual call-off contracts as applicable; (ii) require similar qualifications; and/or (iii) are individually relatively small (economy of scale or scope).
7. After a competitive selection process, framework agreements with TORs that broadly define the nature and scope of services that may be required during the term of the framework agreement, may be concluded with one or more consultants.
8. **For relatively simpler and repetitive consulting services, the financial proposals may be invited only at the Secondary Procurement stage. This SPD is based on such an approach. For Framework agreements for relatively more complex assignments, the SPD- FA- Consulting Services, with financial proposals (rates) to be obtained at the Primary Procurement stage (subject to specified procedures at the Secondary Procurement stage), may be more appropriate**.
9. At the Primary Procurement stage, the TORs normally provide the objectives, background information and as much information as practically possible on the planned assignments (such as expected scope, locations if known, typical estimated person months requirements, qualifications of key experts, expected typical deliverables) to enable the consultants to propose appropriate experts and demonstrate how they would approach the assignment/s, organize and resource their teams.
10. While it is important to simplify the call-off process and achieve efficiency gains through the Primary procurement, it is recognized that this is a framework approach and the information provided and technical proposals requested at this stage should not be to the extent of limiting the specific requirements of the individual Call-off Contracts.
11. The technical proposal at the Primary Procurement stage provide the experts and normally outline the approach and methodology for specific call-off. The approach and methodology at the Primary Procurement level is to demonstrate the consultants’ ability to carry out typical assignments to be called-off under the Framework Agreement.

To obtain further information on procurement under World Bank-financed projects or for any questions regarding the use of this SPD, contact:

Chief Procurement Officer

The World Bank

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Standard Procurement Document

**SUMMARY**

**PART I – SELECTION PROCEDURES AND REQUIREMENTS**

**Section 1: Request for Proposals (RFP) Letter**

This Section is a template of a letter for a Request for Proposals from the Procuring Agency addressed to a shortlisted consulting firm inviting it to submit a proposal for a Primary Procurement to conclude a Framework Agreement. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Regulations for IPF Borrowers or policies of the financing institution that govern the selection and award process.

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

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help consulting firms to prepare their proposals. It contains details on the submission, opening, and evaluation of proposals received during the Primary Procurement. It also provides an overview of the Secondary Procurement for the award of a Call-off Contract(s) once the Framework Agreement(s) is concluded. This is more fully described in the Framework Agreement.

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

This Section includes the forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2. The technical proposal will provide the Experts and normally outline the methodology and allocation of resources. The methodology and allocation of resources at the framework agreement level is to demonstrate the consultants’ methodology and approach in carrying out typical assignments to be carried out under the Framework Agreement.

**Section 4: Eligible Countries**

This Section contains information regarding eligible countries.

**Section 5: Fraud and Corruption**

This section includes the fraud and corruption provisions which apply to this selection process.

**Section 6: Terms of Reference (TORs)**

This Section includes the generic terms of reference that broadly provide the objectives, background information and as much information as practically possible on the planned assignments (such as expected scope, locations if known, typical estimated person months requirements, qualifications of key experts, expected typical deliverables) to enable the consultants to propose appropriate experts and show how they would organize and resource their teams At the Primary Procurement, the TOR may be in broad terms but sufficiently accurate to ensure confidence of the market and enable competitive proposals. The assignment specific TORs may include evolving needs as long as the services remain within the scope defined in the generic TOR in the Primary Procurement.

**PART II – FRAMEWORK AGREEMENT**

This section includes the Notification of Intention to conclude a Framework Agreement(s) and the Notification to conclude a Framework Agreement (s). The section also sets out the provisions of the Framework Agreement and includes relevant schedules, including details of the Secondary Procurement.

SELECTION OF CONSULTANTS

Request for Proposals

Framework Agreement (s) Consulting Services

PRIMARY PROCUREMENT

**Procuring Agency:** *[insert the name of the agency carrying out this Primary Procurement]*

**Country:** *[insert name of Borrower’s country]*

**Name of Project:** *[insert project reference]*

**Framework Agreement Title:** *[insert short title for the FA]*

**RFP No:** *[insert reference number from Procurement Plan]*

**Loan No./Credit No./Grant No.:** *[as per the Loan/Credit/Grant document]*

**Issued on:** *[insert date when RFP is sent to shortlisted firms]*

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Request for Proposal Letter

**Consulting Services**

**Framework Agreement Title:** *[insert short title for the FA]***:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP Reference No.:** *[as per the Procurement Plan]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan No./Credit No./ Grant No.:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Country:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

***[insert: Name and Address of Consultant. In case of a Joint Venture (JV), full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]***

Dear Mr. /Ms.:

1. 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 toward payments under Call-off Contracts that may be awarded under the [*Framework Agreement (FA)/Framework Agreements (FAs)*] for [*insert title of Framework Agreement(s)*][[2]](#footnote-2) concluded pursuant to this RFP Primary Procurement. *[Insert if applicable:* “For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.”]
2. The Procuring Agency is undertaking the Primary Procurement with a view to concluding [*a Framework Agreement / Framework Agreements*.] The Procuring Agency [select the appropriate option: *is the sole Client under the Framework Agreement*[*s*]. / *is a Client acting on behalf of* [*another/a group of*] *Client*[*s*] / *is a central purchasing authority (but not itself a Client) acting on behalf of* [*a/a group of*] *Client*[*s*]].
3. The Procuring Agency now invites proposals to provide the following consulting services (hereinafter called “Services”) pursuant to a Framework arrangement: *[insert: a brief description of the consulting services]*. More details on the Services are provided in the Terms of Reference (Section 6).
4. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

*[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all JV members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]*

1. It is not permissible to transfer this RFP to any other firm.
2. The [*Framework Agreement/Framework Agreements*] to be concluded will be [*choose one of the following two options*: “Single-User.” *OR” Multi*-User.”] [*For Single-User FA/FAs add the following: “*The Single-User entitled to procure under the [*Framework Agreement/Framework Agreements*]is [*insert legal name of the agency*.]] [*For Multi-User FAs add the following*: “A list of the users (participating Clients) entitled to procure under the [*Framework Agreement/Framework Agreements*] is provided in the RFP.”]]
3. Framework Agreements will be concluded with more than one Consultant.
4. The selection of a FA Consultant to be awarded a Call-off Contract will be done through a Secondary Procurement as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Clients, to procure the consulting services under a Call-off Contract. The conclusion of Framework Agreement does not guarantee that a Consultant in the framework agreement will be awarded a Call-off Contract.
5. A firm will be selected under  *Quality-based selection method* procedures, in accordance with the Bank’s “[Procurement](http://www.worldbank.org/html/opr/procure/guidelin.html) Regulations for IPF Borrowers” *[insert date of applicable Procurement Regulations edition as per legal agreement]* (“Procurement Regulations”), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org). **Financial proposals will be requested only at the Secondary Procurement stage**.
6. The [*Framework Agreement/Framework Agreements*] shall be concluded for a Term of *[*insert *the number of years, note: the initial Term cannot exceed 3 years]* from the commencement date stated in the Framework Agreement. [*If applicable, indicate that the initial term may be extended by a maximum of two additional years.]*
7. The framework agreement is intended to cover the following geographical areas: *[ insert, if known, as appropriate].*

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 – Eligible Countries

Section 5 – Fraud and Corruption

Section 6 - Terms of Reference

Part II- Framework Agreement

1. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant’s beneficial ownership, as part of the publication of the conclusion of framework agreement notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.
2. Please inform us by *[insert date],* in writing at *[insert address]*, by facsimile *[insert facsimile number]*, or by E-mail *[insert e-mail address]*:

(a) that you have received this Request for Proposals; and

(b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

1. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

*[Insert name of Procuring Agency]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, postal code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

Section 2. Instructions to Consultants and Data Sheet

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*[Notes to the Procuring Agency: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Procuring Agency” should be deleted from the final RFP issued to the shortlisted Consultants].*

**Instructions to Consultants**

A. General Provisions

|  |  |  |  |
| --- | --- | --- | --- |
| Definitions | | * 1. Definitions  1. **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. **“Applicable Law”** means the laws and any other instruments having the force of law in the Borrower’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. 3. **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). 4. **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant[[3]](#footnote-3)]* agreement with the Bank. 5. **“Client”** means the agency(ies) **specified in the Data Sheet** that is/are permitted to Procure the Services from a Consultant under a Call-off Contract awarded through a Framework Agreement. 6. **“Consultant”** means a legally-established professional consulting firm or an entity that may be considered to provide or provides the Services to the Client, upon conclusion of a Framework Agreement, under the Call-off Contract. 7. “**Call-off Contract**” means a contract awarded by a Client, under the Framework Agreement, pursuant to a Secondary Procurement, for the provision of the Services. 8. “**Closed Framework Agreement**”: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement. 9. **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. 10. **“Day”** means a calendar day, unless otherwise specified as **“Business Day”.** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. 11. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). 12. “**Framework Agreement (FA)**” means the agreement between the Procuring Agency and Consultant(s) (the successful Consultant(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement. 13. **“Government”** means the government of the Borrower’s country. 14. **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt; 15. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. 16. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. 17. **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals. 18. “**Lead Client**” when named in the Framework Agreement, a Lead Client is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Clients in managing and administering the Framework Agreement, and (b) as a Client in its own right. 19. “**Multi-User Framework Agreement**” means a Framework Agreement where there is more than one Client permitted to procure the Services through a Call-off Contract. 20. “**Multi-Consultant Framework Agreement**” means where more than one consultant concludes a Framework Agreement for provision of the Services, as specified in the Data Sheet. 21. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof and whose CVs are not evaluated individually. 22. “**Primary Procurement**” means the procurement process that results in concluding a Framework Agreement(s) with a successful Consultant(s), as described in this Request for Proposals. 23. “**Procuring Agency**” means the agency that undertakes the Primary Procurement and concludes the Framework Agreement(s). 24. **“Proposal”** means the Technical Proposal of the Consultant. 25. “**Responsible Agency**” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful consultants, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Client or Clients, once it has been concluded. A Responsible Agency is not a Client under the Framework Agreement. 26. **“RFP”** means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SPD - RFP. 27. “**Secondary Procurement**” means the process described in the Framework Agreement and followed by a Client to select a Consultant, and award a Call-off Contract for the provision of Services. 28. **“Services”** means the work to be performed by the Consultant under a Call-off Contract awarded under a Framework Agreement. 29. **“Sexual Exploitation and Abuse” “(SEA)”** means the following:   **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.   1. **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s personnel. 2. “**Single-User Framework Agreement**” means a Framework Agreement where there is only one Client. 3. **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. 4. **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Agency and the Client during the whole performance of the Framework Agreement and Call-off Contract. 5. **“Term”** mean the duration of a Framework Agreement starting on the Commencement Date specified in the Data Sheet. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed. 6. **“Terms of Reference (TORs)”** (this Section 6 of the RFP) means the generic Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. More precise assignment-specific TORs are provided by the Client/s, as appropriate, during the Secondary Procurement. | |
| Introduction | | * 1. The Procuring Agency named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.   2. The shortlisted Consultants are invited to submit a Technical Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Framework Agreement/s with the selected Consultant/s.   3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.   4. The Procuring Agency will provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**. | |
| Conflict of Interest | | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.   2. The Consultant has an obligation to disclose to the Procuring Agency and/or the Client, as the case may be, any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Framework Agreement and Call-off Contract (if awarded) and/or sanctions by the Bank.      1. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: | |
| **a. Conflicting Activities** | | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency or the Client, as the case may be, to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. | |
| **b. Conflicting Assignments** | | (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. | |
| **c. Conflicting Relationships** | | (iii) Relationship with the Procuring Agency’s or Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Procuring Agency, Client, or of the project implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the RFP or preparation of the Terms of Reference for the Framework Agreement or Call-off Contract, (ii) the selection process for the Framework Agreement or Call-off Contract, or (iii) the implementation or supervision of the Framework Agreement or Call-off Contract, may not be able to conclude a Framework Agreement or be awarded a Call-off Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Framework Agreement and/or Call-off Contract. | |
| Unfair Competitive Advantage | | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. | |
| Fraud and Corruption | | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section 5.   2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, Primary Procurement, Framework Agreement performance, Secondary Procurement, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank. | |
| Eligibility | | * 1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.   2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.   3. As an exception to the foregoing ITC 6.1 and ITC 6.2 above: | |
| **a. Sanctions** | | * + 1. A Consultant that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section 5, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**. | |
| **b. Prohibitions** | | * + 1. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 4 (Eligible Countries) and:   (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. | |
| **c. Restrictions for State-Owned Enterprises** | | * + 1. State-owned enterprises or institutions in the Borrower’s country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Agency, Responsible Agency or a Client. | |
| **d. Restrictions for Public Employees** | | * + 1. Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:   (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and  (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower. | |
| **e. Borrower Debarment** | | * + 1. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process. | |
| B. Preparation of Proposals | | | |
| General Considerations | | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. | |
| Cost of Preparation of Proposal | | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to the Consultant. | |
| Language | | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the **Data Sheet**. | |
| Documents Comprising the Proposal | | * 1. The Proposal shall comprise the documents and forms listed in the Data **Sheet**.   2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Framework Agreement and Call-off Contract, the Borrower’s country’s laws against fraud and corruption (including bribery).   3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal, Framework Agreement and, if awarded, Call-off Contract execution as requested in the Technical Proposal submission form (Section 3). | |
| Only One Proposal | | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**. | |
| Proposal Validity | | * 1. Proposals shall remain valid until the date specified **in the** **Data Sheet** or any extended date if amended by the Procuring Agency in accordance with ITC 13.1.1.   2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.   3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5. | |
| **a. Extension of Proposal Validity** | | * 1. The Procuring Agency will make its best effort to complete the negotiations and conclude the Framework Agreement prior to the date of expiry of the Proposal validity. However, should the need arise, the Procuring Agency may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.   2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.   3. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. | |
| **b. Substitution of Key Experts at Validity Extension** | | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.   2. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal may be rejected. | |
| **c. Sub-Contracting** | | * 1. The Consultant shall not subcontract the whole of the Services. | |
| Clarification and Amendment of RFP | | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency’s address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:      1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.      2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.   2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical Proposal shall be accepted after the deadline. | |
| Preparation of Proposals Specific Considerations | | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:      1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Procuring Agency prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.      2. The Procuring Agency may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month). This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same. | |
| Technical Proposal Format and Content | | * 1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. |
| Financial Proposal | | * 1. **The Financial Proposal shall be invited at Call-off stage**. | |
|  | | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Call-off Contracts unless stated otherwise in the **Data Sheet**. Information on taxes in the Borrower’s country is provided in the **Data Sheet**. | |
| C. Submission, Opening and Evaluation | | | |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.   2. An authorized representative of the Consultant shall sign the original submission letters in the required format for the Technical Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.      1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.   3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.   4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   5. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, addressed to the Procuring Agency and bear the submission address, name of the RFP, reference number, name and address of the Consultant, and shall be clearly marked :“**Do Not Open until *[insert the date and the time of the Proposal submission deadline]***.”   6. If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.   7. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened. | | |
| Confidentiality | * 1. Information relating to the evaluation of Proposals and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Consultants or any other persons not officially concerned with the Primary Procurement until the Notification of Intention to conclude the Framework Agreement is transmitted. Exceptions to this ITC are where the Procuring Agency notifies Consultants of the results of the evaluation of the Technical Proposals.   2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.   3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of the Framework Agreement being concluded, if a Consultant wishes to contact the Procuring Agency or the Bank on any matter related to the selection process, it shall do so only in writing. | | |
| Opening of Technical Proposals | * 1. The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**.   2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**. | | |
| Proposals Evaluation | * 1. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical Proposals. | | |
| Evaluation of Technical Proposals | * 1. The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. | | |
| D. Negotiations and conclusion of a Framework Agreement | | | |
| Negotiations | * 1. The negotiations will be held individually with the top-ranked Consultant(s), within the range specified in the **Data Sheet**), evaluated in accordance with ITC 21 at the date and address indicated in the **Data Sheet**. The Consultant’s representative(s) participating in the negotiations must have written power of attorney to negotiate and sign Framework Agreement/s on behalf of the Consultant/s.   2. The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the respective Consultant’s authorized representative. | | |
| **a. Availability of Key Experts** | * 1. The invited Consultant(s) shall confirm the availability of all Key Experts included in the Proposal(s) as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Procuring Agency proceeding to negotiate the Framework Agreement with the next-ranked Consultant.   2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer substitute Key Expert/s within the period of time specified in the letter of invitation to negotiate the Framework Agreement, who shall have equivalent or better qualifications and experience than the original candidate/s. | | |
| **b. Technical Negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed approach and methodology, the proposed Key Experts, the Framework Agreement provisions, and finalizing the TOR to be included in the Framework Agreement. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Framework Agreement | | |
| **c. Clarification of tax liability** | * 1. The negotiations may include the clarification of the Consultant’s/s’ tax liability in the Borrower’s country and how it should be reflected in the Call-off Contract(s). | | |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Framework Agreement/s, which then shall be initialed by the Procuring Agency and the Consultant’s/s’ authorized representative/s.   2. If the negotiations with a Consultant fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Agency will continue negotiations with the remaining top-ranked Consultant(s), and shall not reopen the earlier terminated negotiations. | | |
| Standstill Period | * 1. The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 29. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to conclude a Framework Agreement. Where only one Proposal is submitted, or if this Primary Procurement is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. | | |
| Notification of Intention to Conclude a Framework Agreement | * 1. The Procuring Agency shall send to each consultant that submitted a proposal, the Notification of Intention to Conclude a Framework Agreement(s) with the successful Consultant(s). The Notification of Intention to Conclude shall contain, at a minimum, the following information:      1. the name and address of the Consultant(s) with whom the Procuring Agency successfully negotiated a Framework Agreement/s;      2. the names of all Consultants included in the short list, indicating those that submitted Proposals;      3. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;      4. the technical ranking of the Consultants;      5. a statement of the reason(s) why the recipient’s Proposal was unsuccessful;      6. the expiry date of the Standstill Period; and      7. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period. | | |
| Framework Agreement Criteria | * 1. This is a Closed Framework Agreement. The criteria that applies in the selection of Consultant(s), with whom a Framework Agreement(s) may be concluded is specified in the Data Sheet. | | |
| No Obligation to Procure | * 1. The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Client(s) to procure any Services under the Framework Agreement. | | |
| Non-exclusivity | * 1. This Primary Procurement is non-exclusive, and the Procuring Agency reserves the right to procure the consulting services from other consultants who are not in the Framework Agreement. | | |
| Notification to conclude a Framework Agreement | * 1. Prior to the date of expiry of the proposal validity and upon expiry of the Standstill Period, specified in **ITC 24.1** or any extension thereof, and upon satisfactorily addressing any complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Consultant(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Consultant (s), and a request to submit the completed Beneficial Ownership Disclosure Form within eight (8) Business Days of receiving the request. | | |
| Debriefing by the Procuring Agency | * 1. On receipt of the Procuring Agency’s Notification of Intention to Conclude a Framework Agreement(s), referred to in ITC 25.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.   2. Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.   3. Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.   4. Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting. | | |
| Signing the Framework Agreement | * 1. The Consultant shall sign, date and return the Framework Agreement within the period specified in the **Data Sheet**, upon receipt of the same.   2. In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Clients. | | |
| Publication of the Conclusion of Framework Agreement Notice | * 1. Within ten (10) Business Days of transmission to the successful Consultant(s) of the Notification(s) to Conclude a Framework Agreement(s), as per ITC 29.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:  1. name and address of the Procuring Agency, and if applicable, all participating Clients; 2. name and reference number of the Framework Agreement being concluded, and the selection method used; 3. names of all Consultants that submitted proposals, and pricing mechanism, if applicable; 4. names of all Consultants whose proposals were not accepted, with the reasons therefor; and 5. the name(s) of the successful Consultant(s), the duration of Framework Agreement(s), and a summary of its scope; and 6. successful Consultant’s (Consultants’) Beneficial Ownership Disclosure Form.    1. The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency’s website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency’s Country, or in the official gazette. The Procuring Agency shall also publish the Conclusion of Framework Agreement Notice in UNDB online. | | |
| Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**. | | |
| Method and criteria for award of Call-off Contract | * 1. The Secondary Procurement method that shall apply in selecting FA Consultant and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Consultants must continue to be technically qualified and eligible, as per the criteria stipulated in this RFP. The Client may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued technical qualification and eligibility. | | |

Section 2. Instructions to Consultants

E.  Data Sheet

*[“Notes to Procuring Agency” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]*

*[Where an e-procurement system is used, modify the relevant parts of the Data Sheet to reflect the e-procurement process.]*

|  |  |  |
| --- | --- | --- |
| **ITC**  **Reference** | **A. General** | |
| **1 (b)** | *[Insert the country if it is other than the Borrower’s country. Please note that the country of the Applicable Law in the contract form should then be the same]* | |
| **1 (d)** | The Borrower is: *[insert name of the Borrower and statement of relationship with the Procuring Agency, if different from the Borrower.]*  Loan or Financing Agreement amount:*[insert US$ equivalent]*  The name of the Project is: *[insert name of the project]* | |
| **1 (n)** | [*delete if not applicable*]  **Electronic –Procurement System**  The Procuring Agency shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:  **[*insert name of the e-system and url address or link*]**  The electronic-procurement system shall be used to manage the following part of the RFP process:  ***[list the parts of process e.g. issuing RFP, submissions of Proposals, opening of Proposals etc. and insert such additional information in this Data Sheet as is required to describe these processes]*** | |
| **1(s) or 1(ee)** | This Primary Procurement will conclude a [“Single-User Framework Agreement” *OR* “Multi-User Framework Agreement”] | |
| **1(e) and (s)** | *(a) list all Clients individually in the Data Sheet or in an Annex to the Data Sheet, or (b) describe all Client*s *as an identifiable group of entities.*]  **Clients**  The Client(s) that are permitted to procure consulting services under the Framework Agreement [“is” *or* “are”]: [*insert:*  *[for a Single-User FA, give the legal name and address of the individual entity]*  *OR*  *[for a Multi-User FA give the description of the group of entities that are permitted to procure consulting services under the FA, or list each entity individually here, or in an annex to the Data Sheet, by inserting their legal name and address.*] | |
| **1(t)** | **Multi-Consultant Framework Agreement**  This Primary Procurement intends to conclude a Multi-Consultant Framework Agreement.  Framework Agreement panel – minimum number (x)  The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Consultants.  The minimum number (referred to as x) is [*insert number in text (insert numerical number*).  Framework Agreement panel – maximum number (y)  Subject to successful negotiations, the Procuring Agency, will conclude Framework Agreements up to a maximum number of (y) consultants who scored above the minimum technical score (St) required to pass, ranked in terms of their technical scores.  If the number of successful consultants is less than the minimum (x) , the Procuring Agency may decide to invite new proposals, or alternatively decide to conclude the FA with those consultants.  [*Insert any additional criteria e.g. criteria related to selection based on a spread of geographic locations.]* | |
| **1(hh)** | **Term of Framework Agreement**  The Framework Agreement shall be for a Term of *[insert the number of years] [Note: the initial Term cannot exceed 3 years]* from the commencement date stated in the Framework Agreement and the initial term may be extended by *(insert: the number of years)* years*. [Note:If applicable, indicate that the initial term may be extended by a maximum of two additional years.*] | |
| **2.1** | **The Procuring Agency is**: *[insert name of the Procuring Agency]*  The Procuring Agency is *[select the capacity in which the Procuring Agency is acting, from one of the following:]*  *OPTION 1: “*the agency that will conclude, administer and manage the Framework Agreement, and be the sole Client under the Framework Agreement.”  *OR*  *OPTION 2: “*the agency acting for, and on behalf of, [select “the *Client*” or “*all participating* *Clients”*] in concluding the Framework Agreement*.”*  The reference number of the Request for Proposals (RFP) is: *[insert reference number of the Request for Proposals]*  The name of the RFP is: *[insert name of the RFP]*    **Method of selection**: Quality-based Selection as per  the Procurement Regulations (available on www.worldbank.org) | |
| **2.2** | **The name of the assignment is**: | |
| **2.3** | **A pre-proposal conference will be held**: Yes or No  *[If “Yes”, fill in the following:]*  Date of pre-proposal conference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:  Telephone: Facsimile:  E-mail:  Contact person/conference coordinator:*[insert name and title]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**:  *[list or state “N/A” if none]* | |
| **4.1** | *[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]* | |
| **6.3.1** | **A list of debarred firms and individuals is available at the Bank’s external website***:* [www.worldbank.org/debarr](http://www.worldbank.org/debarr) | |
| **B. Preparation of Proposals** | | |
| **9.1** | **This RFP has been issued in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language.**  *[The choice of languages is: English, French, or Spanish. If the shortlist comprises national firms only, the national or nationwide used language can be used subject to prior agreement with the Bank.]*  *[If the RFP is issued in two languages as agreed with the Bank, add the following text:*  In addition, the RFP is translated into the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert national or nation-wide used]* language *[if there are more than one national language, add* “and in the \_\_\_\_\_\_\_\_\_\_\_\_” *[insert the second national language].*  Consultant has a choice of submitting the Proposal in any of the languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which shall be the governing language of the Contract.]  *[If the Borrower’s country requires that contracts with local firms are signed in the national language only, add the following text:*  National Consultants should submit Proposal in \_\_\_\_\_\_\_\_\_*[national]* language in order to have the Contract signed (if awarded) in accordance with the requirements of *[include reference to the national legislation/ regulation/law]*  *[If RFP is issued in one language only use the following text:*  **Proposals shall be submitted in \_\_\_\_\_\_\_\_\_\_** *[choice of the language as per Applicable Regulations]***language.***]*  **All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ language.** | |
| **10.1** | **The Proposal shall comprise the following**:  **1st Inner Envelope with the Technical Proposal:**   1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 8. TECH-7 Code of Conduct (if applicable): The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. 9. TECH-8 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration | |
| **10.2** | **Statement of Undertaking is required**  Yes\_\_\_\_\_\_\_\_, or No \_\_\_\_\_\_\_\_\_\_  *[If Yes, make sure to include paragraph (g) in Form TECH-1]* | |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**  Yes \_\_\_\_\_\_\_\_\_ or No\_\_\_\_\_\_\_\_ | |
| **12.1** | **Proposals shall be valid** **until** *[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals and the Bank’s No-objection (if subject to prior review). To minimize the risk of errors by Consultants, the proposal validity period is a specific date and not linked to the deadline for submission of proposals. As stated in ITC 12.1, if there is a need to extend the date, for example because the proposal submission deadline is significantly extended by the Procuring Agency, the revised proposal validity date shall be specified in accordance with ITC 13.1.1]* | |
| **13.1** | **Clarifications may be requested no later than** *[insert number]* **days prior to the submission deadline.**  The contact information for requesting clarifications is:    Facsimile: E-mail: | |
| **14.1.1** | **Shortlisted Consultants may associate with**  **(a) non-shortlisted consultant(s):** Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_  **Or**  **(b) other shortlisted Consultants:** Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_ | |
| **14.1.2** | *Insert the following if applicable otherwise delete.*  The estimated Key Experts’ time input (*Insert time input in person-month*). | |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | **The Consultants *[insert “*shall*” or “*shall not*”]* have the option of submitting their Proposals electronically.**  *[If “Yes”, insert:* ***The electronic submission procedures shall be:*** *[describe the submission procedure.]* |
| **17.4** | **The Consultant must submit:**  (a) **Technical Proposal:** one (1) original and \_\_\_\_\_ *[insert number]* copies; |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:**  **Date:** \_\_\_\_day/month/year *[for example, 15 December 2021]*  **Time:** \_\_\_\_*[insert time in 24h format, for example, “16:00 local time”]*    *[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope.]*  ***The time allowed for the preparation and submission of Proposals shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank]***  **The Proposal submission address is:** |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:** Yes \_\_\_\_or No\_\_\_\_\_\_\_\_  *[If yes, insert “****The online opening procedure shall be: [****describe the procedure for online opening of Technical Proposals.]*  **The opening shall take place at:**  *[Insert: “*same as the Proposal submission address*” OR insert and fill in the following:*  Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Floor, room number\_\_\_\_\_\_\_\_\_\_\_  City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date**: same as the submission deadline indicated in 17.7.  **Time:** *[insert time in 24h format, for example – “16:00 local time]*  *[The time should be immediately after the time for the submission deadline stated in 17.7]* |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals** \_\_\_\_\_\_\_\_ *[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]* |
| **21.1** | Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:  Points  (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[0 - 10]*  ii) **Adequacy and quality of the proposed approach and methodology in responding to the Terms of Reference (TORs):** *[20 - 30]*  *[Notes to Consultant: the Procuring Agency will assess whether the proposed methodology is clear, responds to the TORs, overall team composition is balanced and has an appropriate skills mix]*  (iii) **Key Experts’ qualifications and competence for the Assignment:**  *{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Where there are more than one Key Experts proposed for a position, the maximum points allocated for each position will be equally divided }*  *a) Position K-1: [Team Leader] [Insert points]*  *b) Position K-2: [Insert position title] [Insert points]*  *c) Position K-3:[Insert position title] [Insert points]*  **Total points for criterion (iii):** *[50- 70]*  The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:  1) General qualifications (general education, training, and experience):  *[insert weight between 10 and 20 %]*  2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) *: [insert weight between 60 and 80%]*  3) *[If relevant to the task, add the 3d sub-criterion:* Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):  *[insert weight between 0 and 10 %]*  Total weight: 100%  (iv) **Transfer of knowledge (training) program** (relevance of approach and methodology):  *[normally, not to exceed 10 points]*  Total points for criterion (iv): *[0 – 10]*  (v) **Participation by nationals among proposed Key Experts** *[0 – 10]*  *[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts’ time-input (in person-months) to the total number of Key Experts’ time-input (in person-months) in the Consultant’s Technical Proposal]*  **Total points for the five criteria*:* 100**  **The minimum technical score (St) required to pass is***: [insert number]*  *[The indicative range is 70 to 85 on a scale of 1 to 100]* |
|  | **D. Negotiations and conclusion of a Framework Agreement** |
| **22.1** | **Expected date and address for negotiations to conclude a Framework Agreement/s:**  **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day/month/year *[for example, 15 June 2021]*  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **31.1** | **Signing the Framework Agreement**  The Consultant shall sign, date and return the Framework Agreement within [*insert number of days (insert in figures)*] days of receipt of the same. |
| **33.1** | The procedures for making a Procurement-related Complaint are detailed in Annex III of the [Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework). If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:  **For the attention**: *[insert full name of person receiving complaints]*  **Title/position**: *[insert title/position]*  **Procuring Agency**: *[insert name of Procuring Agency]*  **Email address***: [insert email address]*  **Fax number**: *[insert fax number]* ***delete if not used***  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of this Request for Proposal; 2. the Procuring Agency’s decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Procuring Agency’s decision to conclude a Framework Agreement(s). |

Section 3. Technical Proposal – Standard Forms

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

###### Checklist of Required Forms

|  |  |  |
| --- | --- | --- |
| **FORM** | **DESCRIPTION** | ***Page Limit*** |
|  |  |  |
| TECH-1 | Technical Proposal Submission Form. |  |
| TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. |  |
| Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |  |
| TECH-2 | Consultant’s Organization and Experience. |  |
| TECH-2A | A. Consultant’s Organization |  |
| TECH-2B | B. Consultant’s Experience |  |
| TECH-3 | Comments or Suggestions on the Terms of Reference |  |
| TECH-4 | Description of the Approach and Methodology |  |
| Tech-5 | Planning for deliverables for a typical assignment under the Framework Agreement |  |
| TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) |  |
| TECH-7 | Code of Conduct *[as applicable]* |  |
| TECH-8 | Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration |  |

###### Form TECH-1

Primary Procurement - Framework Agreement for Consulting Services

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to conclude a Framework Agreement for the provision of the consulting services for *[Insert title of consulting services]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal in a sealed envelope*.*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Bank.
2. Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1].*
3. We have no conflict of interest in accordance with ITC 3.
4. We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5*.*
5. We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Borrower’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
6. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the* appropriate *option from (i) to (iii) below and delete the others*].

We *[where JV, insert:* “including any of our JV members”*]*, and any of our sub-consultants:

1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
4. *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Borrower.*]*
5. Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate the Framework Agreement on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 26.4 may lead to the termination of Contract negotiations.
6. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

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

## 

Form TECH-2

**Consultant’s Organization and Experience**

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

**A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last *[*.....*]* years.

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

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

Form TECH-3

**Comments and Suggestions on the Terms of Reference**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the proposed services..

Form TECH-4

**Description of Approach and Methodology in Responding to the Terms of Reference**

Form TECH-4: a description of the broad approach and methodology for performing assignments under the proposed Framework

{Suggested structure of your Technical Proposal:

**Technical Approach and Methodology**. {Please explain your understanding of the objectives of the Framework arrangement and typical assignments as outlined in the Terms of Reference (TORs), the technical approach, the methodology and organization (by applying a team of Key and Non-Key Experts) you would adopt for implementing the tasks (including, as required in the TOR, on managing any environmental and social risks, and cyber security risks) to deliver the expected output(s). Please do not repeat/copy the TORs in here.}

Form TECH-5

**planning for deliverables for a Typical assignment under the Framework agreement**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

Form TECH-6

**Team Composition, Assignment, and Experts’ inputs for a typical assignment**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5A)for a typical assignment under the Framework Agreement** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |

1 Depending on the location and timing of the assignments under the Framework Agreement, the Framework agreement may demand more than one expert for a position

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Borrower’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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.}

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

Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| Detailed Tasks Assigned on Consultant’s Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {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 Procuring Agency, and/or sanctions by the Bank.

{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 TECH-7

ES CODE OF CONDUCT FOR EXPERTS Form

*[****Code of Conduct may be included, depending on risk and nature of the services under the Framework Agreement. The Code of Conduct with the Attachment must be included for supervision (project management) of infrastructure contracts.]***

**Note to the Consultant**:

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified**. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

***Note to the Client****:*

***The following minimum requirements shall not be modified****. The Client may include additional requirements to reflect Contract-specific issues/risks.*

***Delete this Box prior to issuance of the RFP.***

**CODE OF CONDUCT FOR EXPERTS**

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
   1. ensuring that workplaces, equipment and processes under each person’s control are safe and without risk to health;
   2. wearing required personal protective equipment; and
   3. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor’s Personnel or Client’s personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another ;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project’s Grievance Redress Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant’s social expert with relevant experience in handling* *sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant’s hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant’s contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of authorized representative of the Consultant:

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

1. **Examples of sexual exploitation and abuse** include, but are not limited to:

* An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
* An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
* An Expert rapes, or otherwise sexually assaults a member of the community.
* An Expert denies a person access to the Site unless he/she performs a sexual favor.
* An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

1. **Examples of sexual harassment** **in a work context**

* An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
* When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
* Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
* An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Form TECH-8

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]*

Consultant’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Subconsultant’s Name: *[insert* *full name]*RFP No. and title: *[insert RFP number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration** |
| We:  🞎 (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

Beneficial Ownership Disclosure Form

*INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

* *directly or indirectly holding 25% or more of the shares*
* *directly or indirectly holding 25% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

**Request for Proposal reference No**.: [*insert identification no*]

Name of the Assignment: *[insert name of the assignment]*

To: **[*insert complete name of Procuring Agency*]**

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares  (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant  (Yes / No) |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**OR**

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]”

**Name of the Consultant**: \*[*insert complete name of the Consultant*]\_\_\_\_\_\_\_\_\_

**Name of the person duly authorized to sign the Proposal on behalf of the Consultant**: \*\*[*insert complete name of person duly authorized to sign the Proposal*]\_\_\_\_\_\_\_\_\_\_\_

**Title of the person signing the Proposal**: [*insert complete title of the person signing the Proposal*]\_\_\_\_\_\_

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]\_\_\_\_\_

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]\_\_\_\_\_

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.

Section 4. Eligible Countries

**In reference to ITC 6.3.2,** for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list country/countries *or* indicate “none”]

Section 5. Fraud and Corruption

**(This Section 5, Fraud and Corruption shall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “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;
8. “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;
9. “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;
10. “obstructive practice” is:
11. 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
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank 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 process, selection and/or execution 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;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[4]](#footnote-4) (ii) to be a nominated[[5]](#footnote-5) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[6]](#footnote-6) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Section 6. Terms of Reference

***[ in case of consulting services for supervision (project management) of Infrastructure contracts (such as Plant and Works], include appropriate Environmental and social provisions. See Standard RFP- Consulting Services for supervision of infrastructure contracts. Further if the consulting services contract and/or the contract/s to be supervised/managed (if any) by the Consultant has/have been assessed to present potential or actual cyber security risks, include, as applicable, that:*** ***the Consultant shall manage cyber security risks related to the proposed consulting services and/or the consultant shall monitor that cyber security risks are adequately managed by the contractor/s under the contract/s to be supervised/managed by the Consultant.***

***If the risks mentioned above apply, depending on the specifics, the Consultant should be required to demonstrate relevant experience in this field among its proposed Key Experts (either by one or more of those experts possessing such additional experience or otherwise by proposing expert/s as appropriate]***

***[Sample outline:***

1. ***Background \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***
2. ***Objective(s) of the Framework Agreement\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***
3. ***Expected locations and estimated timing of the assignments (if known)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***
4. ***Scope of Services, Tasks (Components) and Expected Deliverables for a typical assignment under the Framework Agreement***

*4.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*4.2 [indicate if downstream work is required]*

*4.3 [indicate if training is a specific component of the assignment]*

1. ***Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)* *under the Framework Agreement***

**[*If the scope of services of the consultant include design of structural elements, specify appropriate experience and qualifications needed to ensure that the design will be carried out by competent professionals.]***

1. ***Reporting Requirements and Time Schedule for Deliverables for a typical assignment under the Framework Agreement***

*[At a minimum, list the following:*

1. *format, frequency, and contents of reports;*
2. *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
3. *dates of submission;*
4. *persons (indicate names, titles, submission address) to receive them; etc.*
5. ***Client’s Input and Counterpart Personnel (indicative only, if known)***

*(a) Services, facilities and property to be made available to the Consultant by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

*(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

***\_\_\_...\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]***

PART II – FRAMEWORK AGREEMENT

Notification of Intention to Conclude a Framework Agreement(s)

[*This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Consultant that submitted a proposal.* *Send this Notification to the Consultant’s Authorized Representative named in the proposal*]

For the attention of Consultant’s Authorized Representative

**Name:** *[insert Authorized Representative’s name]*

**Address:** *[insert Authorized Representative’s Address]*

**Telephone/Fax numbers:** *[insert Authorized Representative’s telephone/fax numbers]*

**Email Address:** *[insert Authorized Representative’s email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]*

**Procuring Agency:** *[insert the name of the Procuring Agency]*

**Project:***[insert name of project]*

**Framework Agreement title:** *[insert the name of the FA]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

**Date of transmission**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Conclude a Framework Agreement(s)**

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

**The successful Consultant(s) are the following *[insert]:***

**[*insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Include overall technical scores and scores assigned for each criterion and sub-criterion]***

| **Name of Consultant** | **Submitted Proposal** | **Overall technical scores** |
| --- | --- | --- |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  Sub-criterion a: [*insert score*]  Sub-criterion b: [*insert score*]  Sub-criterion c: [*insert score*]  **Total score: [*insert score*]** |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  Sub-criterion a: [*insert score*]  Sub-criterion b: [*insert score*]  Sub-criterion c: [*insert score*]  **Total score: [*insert score*]** |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  Sub-criterion a: [*insert score*]  Sub-criterion b: [*insert score*]  Sub-criterion c: [*insert score*]  **Total score: [*insert score*]** |
| [*insert name*] | … |  |

**Reason/s why your Proposal was unsuccessful**

|  |
| --- |
| ***[INSTRUCTIONS; State the reason/s why this Consultant’s Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant’s Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]*** |

**How to request a debriefing**

|  |
| --- |
| Deadline: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).  You may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.  Provide the framework agreement name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Procuring Agency*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. |

**How to make a complaint**

|  |
| --- |
| Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, [*insert date*] (local time).  Provide the Framework Agreement name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Procuring Agency*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] *delete if not used*  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Consultant who submitted a proposal in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement. 2. The complaint can only challenge the decision to conclude the Framework Agreement. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III). |

**Standstill Period**

|  |
| --- |
| Deadline: The Standstill Period is due to end at midnight on [*insert date*] (local time).  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.  The Standstill Period may be extended as stated in the section above titled ‘How to request a debriefing’. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |
| **Telephone:** |  |
| **Email:** |  |

Notification to Conclude a Framework Agreement (s)

*[Use letterhead paper of the Procuring Agency]*

*[Date]*

To: *[name and address of successful Consultant]*

**Notification to Conclude a Framework Agreement**

**Framework Agreement No.[*insert FA reference number*]**

This is to notify you that your proposal dated *[insert date]*to conclude a Framework Agreement in relation to the provision of *[insert short title of the Services] is hereby accepted by our Agency.*

Please sign, date and return the Framework Agreement within [*insert the applicable period for signing of the FA in accordance of the ITC]* days of receipt of the same. In accordance with ITC 29.1, please also complete and submit, within eight (8) Business days, the Beneficial Ownership Disclosure Form attached to the RFP.

|  |  |
| --- | --- |
| **Authorized Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |
| **Name of Procuring Agency:** |  |
| **Telephone:** |  |
| **Email:** |  |

Attachment: Framework Agreement

Framework Agreement

[*This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.*

***Note****: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement. In the Primary Procurement, the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the “Client(s)” (being Borrower’s agencies that are entitled to procure under the FA) and, where appropriate, a “Lead Client” or a “Responsible Agency” acting on behalf of a Client(s) and responsible for managing and administering the FA.*]

This Framework Agreement [*insert reference number of the Framework Agreement]* is made for the provision of *[ insert brief description of the Services]*

*on the [insert:* ***number****]* day of *[insert:* ***month****]*, *[insert:* ***year****]*

between

*[Select one of the three OPTIONS below]*

*[OPTION 1: for Single User Framework Agreement]*

**the Client(s)** [*insert complete name of the Client/s, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country of Client/s}”, or “a corporation incorporated under the laws of {insert name of Country of Client/s}”*] *(*the Client(s)) and

*[OPTION 2: for a Multi-User Framework Agreement* *with a Lead Client that is responsible for managing and administering the Framework Agreement, and that is also a Client,]*

between

**the Lead Client** [*insert complete name of the Lead Client, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of the Lead Client’s Country}”, or “a corporation incorporated under the laws of {insert name of Country of Lead Client}”*] and having its principal place of business at *[insert Lead Client’s address]* as a Client in its own right under the Framework Agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Clients listed in Schedule *[insert number]* to this Framework Agreement (Client (s)) and

*[OPTION 3: for a Multi-User Framework Agreement* *with an agency, that is not a Client, but that is responsible for the management and administration of the Framework Agreement, for use by the Clients.*]

between

**the Responsible Agency** [*insert complete name of the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country} of the Responsible Agency”, or “a corporation incorporated under the laws of {insert name of Country of the Responsible Agency}”*] and having its principal place of business at *[insert Responsible Agency’s address]* as the agency responsible for the management and administration of the Framework Agreement for use by the participating Clients listed in Schedule *[insert number]* to this Framework Agreement (Client (s)) and

**the Consultant** [*insert name of the Consultant*] *[If the Consultant consist of more than one entity, replace: “ the Consultant [insert name of the Consultant] with*  “…a Joint Venture *[insert name of the JV]* consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under the Framework Agreement, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments thereof.

This Framework Agreement concludes a standing offer by the Consultant to provide the specified Services to the Client(s) during the Term of the Framework Agreement, as and when the Client(s) wishes to procure them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

**Framework Agreement Provisions**

**Appendix to the Framework Agreement**: Fraud and Corruption

**Schedule 1**: Terms of Reference

**Schedule 2**: Key Experts

**Schedule 3**: Secondary Procurement

**Schedule 4**: Advance Payment Security

**Schedule 5**: Code of Conduct for Experts *[as applicable]*

**Schedule 6**: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Sub-consultants

**Schedule 7**: List of participating Clients [*use for Multi-User FAs, otherwise delete*]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

*[Select one of the three options below]*

*[OPTION 1: for Single User Framework Agreement]*

“For and on behalf of the Client:”

*[OPTION 2: for a Multi-User Framework Agreement* *with a Lead Client that is responsible for managing and administering the Framework Agreement, and that is also a Client]*

“For and on behalf of the Lead Client:”

*[OPTION 3: - for a Multi-User Framework Agreement* *with an agency, that is not a Client, but that is responsible for the management and administration of the Framework Agreement, for use by the participating Clients.*]

“For and on behalf of the Responsible Agency”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification of official witness]*

For and on behalf of the Consultant:

Signed: [*insert signature of authorized representative(s) of the Consultant*]

Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]

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

Framework Agreement Provisions (FAP)

[*This section is to be completed by the Procuring Agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document*.]

|  |  |
| --- | --- |
| **Framework Agreement Provision (FAP)** | **Description** |
| 1. Definitions | * 1. The following words and expressions shall have the meanings hereby assigned to them  **“Bank”** means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.**“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank“**Borrower’s Country**” is the country specified in the **FAP 2.3.**“**Business Day”** is any day that is an official working day of the Client. It excludes the Client’s official public holidays.**“Call-off Contract”** is a contract awarded under a Framework Agreement, pursuant to a Secondary Procurement, for the provision of Services.**“Client”** is the Borrower’s agency(ies) that is/are permitted to procure Services from a Consultant/s under a Call-off Contract awarded pursuant to the Framework Agreement/s. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Client includes Lead Client, or Responsible Agency.“**Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.**“Commencement** Date**”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.**“Consultant”** means a legally established professional consulting firm or an entity who has concluded a Framework Agreement to provide Services, from time to time, and as and when required, under a Call-off Contract.“**Contract Price**” is the price payable to the Consultant as stipulated in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“**Day**” means calendar day.**“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).**“Lead Client”,** when named in the Framework Agreement, means a party to the Framework Agreement, as a Client in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Clients as stipulated in the **FAP 2.2.** All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Client. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Client named in the Call-off Contract.“**Multi-User Framework Agreement**” means a Framework Agreement where there is more than one Client permitted to procure pursuant to a Call-off Contract, as stipulated in **FAP 2.2;** **“Responsible Agency**”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Clients. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.**“Secondary Procurement”** is the method used to select a Consultant and award a Call-off Contract under this Framework Agreement.**“Services”** means the consulting services to be provided by the Consultant pursuant to a Call-Off Contract awarded pursuant to the Framework Agreement.“**Single-User Framework Agreement**” means a Framework Agreement where there is only one Client, as stipulated in **FAP 2.2**.**“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Framework Agreement and Call-off Contract.**“Term”** means the duration of this Framework Agreement as described in the **FAP2.5** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FAP 2.6**. |
| 1. Framework Agreement Specific Information | * 1. This Framework Agreement relates to the provision of Services, under separate Call-off Contracts, of **[*insert short title that describes the type of consulting services*]**. The Services are of the type more described in Schedule 1: Terms of Reference.   2. [***state either*** “This is a Single-User Framework Agreement.” *or* “This is a Multi-User Framework Agreement. All participating Clients are listed at Schedule [*insert Schedule number*]”]   3. The Borrower’s Country is: *[insert the name of the country]*   4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of *[state: “*the Borrower’s Country*”, unless any other law shall apply].*   5. The Term of this Framework Agreement is [*enter number of years*] years. [*NOTE: the maximum initial Term shall not exceed 3 years*] from the Commencement Date.   6. *[*Delete *if the term is not to be extended]* The Term may be extended, at the Client’s sole discretion, and where there has been satisfactory performance by the Consultant. To extend the Term, the Client shall give the Consultant no less than three (3) months’ notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.   7. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.   The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement.   * 1. **Client’s Representatives**   *[Selection one of the following options]*  *OPTION 1:* *for a Single-User Framework Agreement* *use the following text*]  The name and contact details of the Client’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:  *OR*  *[OPTION 2: for a Multi-User Framework Agreement* *with a Lead Client that is responsible for managing and administering the Framework Agreement and is also a Client insert the name of the Lead Client’s Representative and list all other participating Clients’ Representatives in a Schedule:*]  The name and contact details of the Lead Client under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:  The Representatives for all other participating Clients are listed in Schedule [*insert number*] to this Framework Agreement.  OR  *[OPTION 3: for a Multi-User Framework Agreement* *concluded by a central purchasing authority (that is not also a Client)* *insert the following*]  The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:  The Representatives for all participating Clients are listed in Schedule [*insert number*] to this Framework Agreement.   * 1. **Consultant’s Representatives**   The name and contact details of the Consultant’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:   * 1. **Appointing authority**   Appointing authority that may be required for the Call-off Contract, for the sole arbitrator *[insert name of an appropriate professional body].* |
| 1. Framework Agreement Documents | * 1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.   2. This Framework Agreement comprises the following documents.:  1. Framework Agreement, including all Sections and Schedules; 2. Notice of Conclusion of a Framework Agreement; and 3. Proposal submission forms (from Primary Procurement). |
| 1. Consultant’s Obligations | * 1. The Consultant shall offer to provide (standing offer) consulting services to the Client pursuant to the Framework Agreement.   2. The Consultant shall respond to a request from a Client for proposal or direct contracting within the period specified in that request by either (i) submitting a proposal or (ii) accepting award of contract in case of direct selection or (iii) informing the Client that it does not intend to provide the Services under the Call-off Contract.   3. During the Term of the Framework Agreement, the Consultant shall continue to be eligible and technically qualified, as per the qualification and eligibility criteria stipulated in the Primary Procurement. The Consultant shall notify the Client immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.   **Standard of Performance**   * 1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.   2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.   3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client’s approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant’s declaration in accordance with Schedule 6- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.   **Applicable Law**   * 1. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.   2. Throughout the execution of the Framework Agreement, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when   (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  **Conflict of Interest**   * 1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.   2. The payment of the Consultant in accordance with the Call-off Contract shall constitute the Consultant’s only payment in connection with the Contract and, subject to FAP 4.12, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Framework Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.   3. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable policies of the Bank, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.   4. The Consultant agrees that, during the term of this Framework Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.   5. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them pursuant to this Framework Agreement.   6. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Framework Agreement and/or Call-off Contract   7. The Services provided under Call-off Contracts that may be awarded by the Client shall be:  consistent with Schedule 1: Terms of Reference as may be specifically described in the TOR-Call-off;at the Contract Price stipulated in the Call-off Contract; andat such times and to such locations as stipulated in the Call-off Contract.  * 1. The Consultant agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the provision of the Services.   2. **Forced Labor**   The Consultant, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described below.  Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.  Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.   * 1. **Child Labor**   The Consultant, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).  The Consultant, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.    1. Health and safety obligations   The Consultant, including its Subconsultants shall comply, with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in **Schedule 1**.   * 1. Non-Discrimination and Equal Opportunity   The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship   * 1. The Consultant shall comply with additional obligations as specified in the Call-off Contract. |
| 1. Description of Key Experts | * 1. The title agreed job description, minimum qualification and estimated period of engagement (if known) is described in Schedule 2.   2. Except as the Client may otherwise agree in writing, no changes shall be made in Key Experts agreed in a Call-off Contract.   3. If the Client finds that any of the Experts or Sub-consultant:  1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; 5. engages in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client’s personnel; 6. engages in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; 7. engages in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; or 8. engages in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage   the Consultant shall, at the Client’s written request, provide a replacement.   * 1. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.   2. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.   3. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |
| 1. Obligations of the Client | * 1. Unless otherwise specified in the Call-off Contract, the Client shall use its best efforts to:  1. assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. 2. assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. 3. facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. 4. issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. 5. assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. 6. assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.    1. Provide to the Consultant any such other assistance as may be specified in theCall-off Contract. |
| 1. Access to sites | * 1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the sites in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the sites or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. |
| 1. Continued Qualifications and Eligibility | * 1. The Consultant shall continue to be technically qualified and eligible during the term of the Framework Agreement.   2. The Client may require, during the Term of the Framework Agreement, evidence of the Consultant’s continued qualification and eligibility. Failure to provide such evidence, as requested, may result in the Consultant being disqualified from participating in a Secondary Procurement, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement. |
| 1. Role of Lead Client or Responsible Agency | * 1. Where there is a Lead Client or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Client(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Client or Responsible Agency.   2. The Lead Client or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Client named in the Call-off Contract.   3. Where no Lead Client or Responsible Agency has been appointed, the named Client is responsible for managing and administering the Framework Agreement and the provisions in **FAP** **2.9** above, in relation to communications and notices etc., apply to the Client. |
| 1. Contract Price | * 1. The Contract Price is the price payable to the Consultant as stipulated in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. Call-off Contracts may be Time- based or Lump-sum, as appropriate. |
| 1. Adjustments for Changes in Laws | * 1. If after the date of 28 days prior to date of proposal submission for the Framework Agreement, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Borrower’s Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the secondary procurement process, suitable adjustments in Framework Agreement will be allowed. |
| 1. Liability of the Consultant | * 1. Subject to additional provisions, if any, set forth in the Call-off Contracts, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.   ***[State: No additional provisions.***  ***OR otherwise insert the following]****:*  *[*(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;  (b) This limitation of liability shall not  (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country.”] |
| 1. Force Majeure | * 1. For the purposes of the Call-off Contracts, “Force Majeure” means an event which is beyond the reasonable control of a party to a Call-off Contract, is not foreseeable, is unavoidable, and makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.   4. The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.   5. A party affected by an event of Force Majeure shall continue to perform its obligations, as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.   6. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   7. Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.   8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   * 1. In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to **FAP 24**. |
| 1. Language | * 1. The language of this Framework Agreement, and any Call-off Contract is [insert *language*]. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.   2. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).   2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 1. Records, inspections and audit | * 1. The Consultant shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Services, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.   2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, Consultants, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for process and/or execution of the Framework Agreement and/or any Call-off Contract. The Consultant’s and its subcontractor’s attention is drawn to **FAP 16** (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). |
| 1. Confidential Information | * 1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 1. Proprietary Rights of the Client in Reports and Records | * 1. Unless otherwise indicated in the Call-off Contract, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.   2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, are specified in a Call-Off Contract. |
| 1. Equipment, Vehicles and Materials | * 1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. |
| 1. Change to the Framework Agreement | * 1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both parties. A change can be made at any time after this Framework Agreement has been signed by both parties, and before it expires. |
| 1. Assignment | * 1. The Consultant shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Client. |
| 1. Termination of the Framework Agreement | * 1. The Client, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Consultant, if:  in the judgement of the Client, the Consultant has engaged in Fraud and Corruption, orduring the Term of the Framework Agreement, the Consultant ceases to be qualified or eligible, orthe Consultant purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Client, orthe Consultant becomes bankrupt or otherwise insolvent, orthe Consultant consistently does not submit proposals for call-off contracts, when requested by Clients, or consistently fails to submit a technically qualified proposal;the Consultant fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract.  * 1. The Client may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Consultant, at any time, for its convenience. The notice of termination shall specify that the termination is for the Client’s convenience, the extent to which the performance of the Consultant under the Framework Agreement is terminated, and the date upon which such termination becomes effective.   2. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated. |
| 1. Dispute resolution in relation to the Framework Agreement | * 1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the parties to the Framework Agreement shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.   2. Where parties have exhausted the process described in **FAP 24.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator, the parties should agree whether or not the adjudicator’s/mediator’s decision is to be final and binding.   3. Dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts. |

Appendix to the Framework Agreement

Fraud and Corruption

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

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “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;
8. “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;
9. “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;
10. “obstructive practice” is:
11. 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
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank 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 process, selection and/or execution 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;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[7]](#footnote-7) (ii) to be a nominated[[8]](#footnote-8) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[9]](#footnote-9) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Framework Agreement – Schedules

SCHEDULE 1: Terms of Reference

*[This Schedule shall include the Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the FA negotiations]*

Schedule 2 - Key Experts

*[Insert a table based on the Consultant’s Technical Proposal and negotiated, if any, while concluding the Framework Agreement, that includes the title, agreed job description, minimum qualification and estimated period of engagement (if known). Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

SCHEDULE 3: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement to select a Consultant and award a Call-off Contract under this Framework Agreement.

Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Consultant for the award of a Call-off Contract under this Framework Agreement is competitive proposals through mini-competition,

The evaluation of qualifications of Experts that may be needed during the term of the Framework Agreement, and the proposed approach and methodology for a typical Call-off Contract would have been carried out during the Primary Procurement. The purpose of any proposals requested from consultants and its evaluation at the Secondary Procurement stage is therefore not to repeat the Primary Procurement process (as it otherwise dilutes the efficiency gains of the upfront process to establish a Framework Agreement). The Secondary Procurement focuses to fill-in the gaps, based on the specific information of the Call-off contract, and readily put a contract in place.

* 1. **Competitive proposals (mini-competition)**

The Client will prepare a Request for Proposals: Call-off (RFP: Call off) and invite all eligible Consultants holding a Framework Agreement that includes the Services to be procured under the Call-off contract, to submit competitive proposals.

The RFP: Call-off will normally include*:*

1. description of the Services to be provided (Call-off Contract TOR)
2. proposal forms
3. proposal submission and opening provisions
4. evaluation procedures
5. negotiations and award
6. the award criteria, e.g.:
7. reference the Call-off Contract Terms and Conditions, which are to apply to the provision of services
8. *any other relevant information.*
9. Call-off contract

Following conclusion of successful contract negotiations, the negotiated Call-off Contract is signed by both the Client and the Consultant.

1. Communicating the award of Call-off Contract

The Client shall, at the same time as awarding the contract, communicate the award of the Call-off Contract to all Consultants invited to submit proposals.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

1. the name and address of the successful Consultant
2. description of the Services
3. the contract price
4. a statement of the reason(s) the recipient Consultant was unsuccessful.]
5. Complaint about award of Call-off Contract

An unsuccessful Consultant may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows: *[describe the complaints process. At a minimum, the process should include the following]:*

1. the complaint shall be made in writing to the Client, by the quickest means available, e.g. email
2. the Client will address the complaint within a reasonable time
3. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

Request for Proposals: Call-off

**Secondary Procurement under a Framework Agreement**

**(method: mini-competition)**

|  |  |
| --- | --- |
| **From:** | **[*Insert Client’s legal name*]** |
| **Client’s Representative:** | [*Insert name of Client’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Client’s address*] |
| **Telephone:** | [*Insert Representatives telephone number*] |
| **Email:** | [*Insert Representatives email address*] |

|  |  |
| --- | --- |
| **To:** | **[*Insert Consultant’s legal name*]** |
| **Consultant’s Representative:** | [*Insert name of Consultant’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Consultant’s address*] |
| **Telephone:** | [*Insert Representatives telephone number*] |
| **Email:** | [*Insert Representatives email address*] |

|  |  |
| --- | --- |
| **Framework Agreement (FA):** | **[*Insert short title of FA*]** |
| **FA Date:** | [*Insert FA Date*] |
| **FA Reference No.** | [*Insert FA reference*] |

|  |  |
| --- | --- |
| **RFP: Call-off Ref No.:** | [*Insert reference*] |
| **RFP: CALL-OFF Date:** | [*Insert date of RFP: CALL-OFF*] |
| **RFP: CALL-OFF issued:** | This RFP: CALL-OFF has been transmitted by: “post*” or “*email*” or “*fax” |

**Attachments:**

Annex 1: Client’s Requirements

Annex 2: Proposal Forms

Annex 3: Call-off Contract for provision of Services **[*this may be the Call-off Contract Form or another acceptable template*]**

Dear [*insert name of Consultant’s Representative*],

1. **Request for Proposal: Call-off (RFP: Call-off)**

With reference to above Framework Agreement (FA), you are invited to submit your most competitive proposal in this Secondary Procurement. The Proposal is for the Services described in Annex 1: Client’s Requirements, attached to this RFP: Call-off.

1. **Price**
2. Your proposal must be submitted in the format contained in Annex 2: Consultant Proposal Form.
3. The remuneration and reimbursable rates shall be stated in the following currencies:

Consultant may express the remuneration rates in any fully convertible currency, singly or in combination of up to three foreign currencies.

The remuneration and reimbursable rates should state local costs in the Client’s country currency (local currency): Yes\_\_\_\_\_ or No\_\_\_\_\_\_\_\_\_.

1. The single currency for the conversion of all prices expressed in various currencies into a single one is: *[indicate local currency or fully convertible foreign currency]*

The official source of the selling (exchange) rate is:

The date of the exchange rate is:

*[The date shall not be earlier than four (4) weeks prior to the deadline for submission of call-off proposals and no later than the date of expiry of the proposal validity specified in (f) below]*

1. For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Borrower’s country.
2. The price that you propose shall be fixed and shall not be subject to any adjustment.
3. The Proposal will be valid for a period of [*insert number of calendar days*]
4. **Key Experts**

The Consultant is required to prepare its proposal based on the list of Key Experts in the Framework Agreement. Any substitute expert shall have qualifications equal to or better than the originally proposed Key Expert. Any additional Key Expert that may be needed to carry out the Services specified in the TOR: Call-off shall be adequately qualified to carry out the allocated tasks.

1. **Clarifications**

If you require clarification(s) regarding this RFP: Call-off, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before [insert date and time]. We shall forward copies of our response to all Consultants including a description of the inquiry but without identifying its source.

1. **Preparation and Submission of Proposals**

The Framework Agreement is included by reference. In preparing its technical proposal, a Consultant may focus on any specific requirements of the RFP Call-off and not necessarily repeat the relevant part of their proposal included in the Framework Agreement unless it needs to be updated.

The Consultant shall ensure that its financial proposal, as described in 2 above, adequately prices the technical proposal.

Proposals are to be submitted in the form attached in Annex 2: **[*insert method as applicable: e.g. by email, through e-procurement system*]** to the following address; [Attention: *[insert full name of person, if applicable;* **E-mail address: or link to e-procurement system]**

Proposals submitted as email attachments shall be in the form of scanned non- editable images. ***[Include if needed:*** *To facilitate the procurement process, the Client may require copies of the same proposals in other formats (such as in Word or Excel)]*

The deadline for submission of Proposals is [*insert time, day, month, year*] *[A period in the range of two weeks may normally be sufficient at the Call-off stage]*. Please inform us within *[insert number of days]* if you do not intend to submit a proposal.

1. **Opening of Proposals**

Proposals will be opened on [**[*insert time, day, month, year*]** by the Client’s representatives in the presence of the Consultant’s designated representatives who choose to attend the opening of the proposals. Minutes of the opening will be shared with all Consultants who submitted proposals.

1. **Evaluation of Technical and Financial Proposal**

The **technical proposal** shall be evaluated to assess:

* consistency of approach and methodology with the approach and methodology proposed for a typical assignment under the Framework Agreement
* adequacy of the methodology, work plan and organization of the Consultant’s team, in responding to the Terms of Reference- Call-off;
* confirm inclusion of appropriate Key Experts that were evaluated as part of the Primary Procurement and other experts as appropriate, included in the Framework Agreement;
* adequacy of the qualifications and competence for the assignment of any substitute and/or for additional Key Experts positions that were not evaluated in the Primary Procurement (not included in the Framework Agreement).
* ***[add other relevant criteria, if any]***

For Consultant/s whose technical proposal/s has been found to be substantially responsive in accordance with the above assessment, the **financial proposal/s** are then evaluated to review pricing in accordance para. 2 above.

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

* Time-based contracts: If a Time-Based contract is applied, (a) any computational or arithmetical errors will be corrected, and (b) the prices will be adjusted if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the quantification indicated in the Financial Proposal will be corrected so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**Taxes**: For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

1. **Negotiations and award**

The Client will invite the consultant whose technical proposal is evaluated as substantially responsive and whose financial proposal is evaluated as the lowest evaluated total price for contract negotiations.

* **Availability of Key Experts**: The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
* Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
* **Technical Negotiations**: The negotiations include discussions on the proposed approach, methodology, organization and work plan. These discussions shall not substantially alter the original scope of services under the TOR Call-off or the terms of the Call-off contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
* **Financial Negotiations**: The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Call-off Contract. As the selection has already considered cost, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. In the case of a Time-Based contract, remunerations rates negotiations for the Key Experts in the Framework Agreement or their substitution shall not take place, as those rates and any mechanism for adjustment was already established pursuant to the Framework Agreement. Negotiations for Time-Based Contracts shall therefore focus on any additional Key Expert positions’ remuneration rates, if they are much higher than the typically charged rates by consultants in similar contracts.
* If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

1. At the time of Contract Award, the Consultant (including each subcontractor proposed by the Consultant) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. Prior to Contract award, the Client will verify that the successful Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual Sexual Exploitation and Abuse (SEA) /Sexual Harassment (SH) prevention and response obligations. The Client will conduct the same verification for each subcontractor proposed by the successful Consultant. If any proposed subcontractor does not meet the requirement, the Client will require the Consultant to propose a replacement subcontractor.

In this regard, *“****Sexual Exploitation and Abuse” “(SEA)”***means the following:

***Sexual Exploitation*** *is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.*

***Sexual Abuse*** *is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.*

***“Sexual Harassment” “(SH)”*** *is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel.*

1. **Contract**

Attached, as Annex 3 to this RFP: Call-off, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. [*Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFP: Call-off*]

1. **Commencement Date**

The Consultant is expected to commence the assignment on \_\_\_\_\_\_\_ *[ insert date]* and at \_\_\_\_\_\_\_ *[insert location]*.

On behalf of the Client:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |

RFP: CALL-OFF Annex 1: Terms of Reference: Call-off

***[The Framework Agreement (including the TOR at that stage) is included by reference. The TOR Call-off, may therefore refer to it, and focus on any specific requirements of the assignment and not necessarily repeat the TOR included in the Framework Agreement unless it needs to be updated.]***

***[Within the framework of the TOR, included in the Framework Agreement, provide assignment-specific information and requirements, as appropriate]***

***[Client’s Input (services, facilities and properties) and counterpart personnel may also be specified, as appropriate]***

RFP: CALL-OFF ANNEX 2: Consultant Proposal Form

|  |  |
| --- | --- |
| **From:** | **[*Insert Consultant’s legal name*]** |
| **Consultant’s Representative:** | [*Insert name of Consultant’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Consultant’s address*] |
| **Email:** | [*Insert Consultant’s email address*] |

|  |  |
| --- | --- |
| **To:** | **[*Insert Client’s legal name*]** |
| **Client’s Representative:** | [*Insert name of Client’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Client’s address*] |

|  |  |
| --- | --- |
| **Framework Agreement (FA)** | **[*Insert short title of FA*]** |
| **FA Reference No.** | [*Insert Client’s FA reference*] |
| **Date of Framework Agreement:** | [*Insert FA date*] |

|  |  |
| --- | --- |
| **RFP: CALL-OFF Ref No.:** | [*Insert Client’s reference*] |
| **Date of Proposal:** | [*Insert date of Proposal*] |

Dear [*insert name of Client’s Representative*]

**Submission of Proposal**

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP: Call-off dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal*.*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: *{Insert a list with full name and the legal address of each member, and indicate the lead member}*.We have attached a copy *{insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

*{OR*

*If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}*

Our Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}*, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with the RFP: Call-off. The estimated amount of local indirect taxes is *{Insert currency}* *{Insert amount in words and figures}* which shall be confirmed or adjusted, if needed, during negotiations.

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
2. Our Proposal shall be valid and remain binding upon us, subject to any modifications resulting from Contract negotiations, until *[insert day, month and year].*
3. We have no conflict of interest in accordance with the RFP: Call-off.
4. We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption, as stated in the RFP: Call-off*.*
5. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We *[where JV, insert:* “including any of our JV members”*]*, and any of our sub-consultants:

* + - 1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
      2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
      3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

1. We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
2. We undertake to negotiate a Contract on the basis of the proposed Key Experts.
3. Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose of Commission

of Agents Currency or Gratuity

*{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}*

1. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected commencement date specified in the RFP: Call-off.
2. We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) *{In full and initials}*:

Full name: *{insert full name of authorized representative}*

Title: *{insert title/position of authorized representative}*

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

Capacity: *{insert the person’s capacity to sign for the Consultant}*

Address: *{insert the authorized representative’s address}*

Phone/fax: *{insert the authorized representative’s phone and fax number, if applicable}*

Email: *{insert the authorized representative’s email address}*

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

**ATTACHMENTS:**

1. Description of Approach, Methodology, and Work Plan for Performing the Assignment
2. Work Schedule and planning for deliverables
3. Team Composition, Assignment, and Key Experts’ inputs
4. CVs for any justifiable substitution or needed additional Key Expert position not envisaged in the Framework Agreement
5. Financial proposal forms

**Technical Proposal Form 1**

**Description of Approach, Methodology, and Work Plan for Performing the Assignment**

{Suggested structure of your Technical Proposal}

***[Note to Consultant: The Framework Agreement (including the proposal) is included by reference. In preparing this section, the Consultant may focus on any specific requirements of the RFP Call-off and not necessarily repeat the relevant part of the proposal included in the Framework Agreement unless it needs to be updated.]***

*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.}

**Technical Proposal Form 2**

**Work Schedule and planning for deliverables**

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

**Technical Proposal Form 3**

**Team Composition, Assignment, and Key Experts’ inputs**

| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 |  | [Team Leader] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

2 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**Technical Proposal Form 4**

**CURRICULUM VITAE (CV)**

***[CVs for any justifiable substitution or needed additional Key Expert position not envisaged in the Framework Agreement]***

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| *[e.g., May 2015-present]* | *[e.g., Ministry of ……, advisor/consultant to…*  *For references: Tel…………/e-mail……;]* |  |  |
|  |  |  |  |
|  |  |  |  |

Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| Detailed Tasks Assigned on Consultant’s Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks 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.

{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)

**financial Proposal Form 1**

**Summary of Costs**

|  |  |  |
| --- | --- | --- |
| Item | **Cost** | |
| ***{Delete columns which are not used}*** | |
| {*Insert Foreign Currency as applicable*} | {*Insert Local Currency as applicable*} |
| **Cost of the Financial Proposal** |  |  |
| Including: |  |  |
| (1) **Remuneration** |  |  |
| (2)**Reimbursables** |  |  |
| **Total Cost of the Financial Proposal:**  *{Should match the amount in the Proposal Submission Form}* |  |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | |
| 1. {insert type of tax. e.g., VAT or sales tax} |  |  |
| 1. {e.g., income tax on non-resident experts} |  |  |
| 1. {insert type of tax} |  |  |
| Total Estimate for Indirect Local Tax: |  |  |

**financial Proposal Form 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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | **Position** | **Person-month Remuneration Rate** | **Time Input in Person/Month** | Foreign Currency/ies | Local Currency |
|  | **Key Experts** |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |
|  | [*Field*] |  |  |  |
| K-2 |  |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | **Non-Key Experts** |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

***[To be used for Time- Based Call-off Contracts for additional Key Expert position not envisaged in the Framework Agreement]***

1. **Review of Remuneration Rates**
   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.
   2. 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.
   3. Rate details are discussed below:
2. 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).
3. 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.
4. 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.
5. 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:

Leave cost as percentage of salary = 

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.

1. 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.
2. 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.
3. 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: Country:

Assignment: 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 Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour1 |
| 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

**financial Proposal Form 3**

**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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | {Foreign Currency/ies } | {Local Currency } |
|  | {e.g., Per diem allowances\*} | {Day} |  |  |  |  |
|  | {e.g., International flights} | {Ticket} |  |  |  |  |
|  | {e.g., In/out airport transportation} | {Trip} |  |  |  |  |
|  | {e.g., Communication costs between Insert place and Insert place} |  |  |  |  |  |
|  | { e.g., reproduction of reports} |  |  |  |  |  |
|  | {e.g., Office rent} |  |  |  |  |  |
|  | .................................... |  |  |  |  |  |
|  | {Training of the Client’s personnel – if required in TOR} |  |  |  |  |  |
| Total Costs | | | | |  |  |

\*“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.

**Call-off Contract for the provision of Services**

|  |  |
| --- | --- |
| **Framework Agreement (FA):** | *[insert short title of FA]* |
| **FA Date:** | *[insert FA date]* |
| *FA reference number:* | *[insert FA reference number]* |
| **Services:** | *[short title of Services*] |
| **The Project Site(s)/Final Destination(s) is/are:** | *[Insert information on the location(s) of the site(s),* ***where applicable****]* |
| **Site of inspections and tests** | **[***Insert information,* ***where applicable*]** |

|  |  |  |
| --- | --- | --- |
| **Client:** |  | **Consultant:** |
| ***[Insert complete legal name of the Client]***  [*address*] |  | ***[Insert complete legal name of the Consultant]***  [*address*] |

1. **Contract Price**

***[Option 1: Lump sum contracts]***

**The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency as applicable] [indicate:* inclusive *or* exclusive*]* of local indirect taxes.

***[Option 2: Time-Based contracts]***

**The ceiling in foreign currency or currencies is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency] [indicate:* inclusive *or* exclusive*]* of local indirect taxes.

**The ceiling in local currency is**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency] [indicate:* inclusive *or* exclusive] of local indirect taxes.

1. **Contract Documents**

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

1. Consultant’s Proposal (as applicable), and finalized at contract negotiations
2. Addenda No. ­­\_\_\_ (if any)
3. Call-off Contract- Conditions of Contract

and by reference the following documents:

1. Framework Agreement
2. *[insert relevant schedules from the Framework Agreement schedules as applicable to the* Call-off *contract]*
3. *[List any other document]*
4. In consideration of the payments to be made by the Client to the Consultant as specified in this Call-off Contract, the Consultant hereby covenants with the Client to provide the Services in conformity in all respects with the provisions of the Contract.
5. The Client hereby covenants to pay the Consultant in consideration of the provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Client

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

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

For and on behalf of the Consultant

Signed: *[insert signature of authorized representative(s) of the Consultant]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

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

**Call-off Contract- Conditions of Contract (CoC)**

***[Note to the Procuring Agency: In the interest of harmonization and simplification for the Call-off Contract Client/s, the Procuring Agency (FA) may fill in, to the extent practicable, the information to be filled in in this section and clearly marking specific information that can only/shall be filled in by the Call-off Client/s.]***

The following Call-off Contract Conditions of Contract apply to the Call-off Contract

1. **Contract Price and Schedule of Payments**

***[Insert one of the following two options for bullet point (a)]***

***[Option 1- Lump-Sum Contracts]***

1. **Contract Price *[Modify as appropriate]***

The **Contract price** is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency/ies as applicable] [****indicate*** *“*inclusive” *or “*exclusive”*]* of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[****insert as appropriate****: “*be paid*” or “*reimbursed*”]* by the Client *[****insert as appropriate****:* “for” or “to*”]* the Consultant.

The amount of such taxes is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant]***

**Schedule of Payments *[Modify as appropriate]***

The schedule of payments is specified below:

* **An advance payment of *[insert % of Contract Price]*** within ***[ insert number of days]*** following receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the lump-sum instalments
* **[insert amount and currency]** within ***[ insert number of days]*** following the Client's receipt of the draft report, acceptable to the Client; and
* **[insert amount and currency]** within ***[ insert number of days]*** following the Client's receipt of the final report, acceptable to the Client.

***[Option 2- Time-Based Contracts]***

1. **Ceiling Amount *[Modify as appropriate]***

For Services rendered pursuant to the Call-off Contract, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert amount and currency/currencies*], [***indicate***: “inclusive” or “exclusive”] of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate: “*be paid*” or “*reimbursed*”]* by the Client *[insert as appropriate:* “for“or “to*”]* the Consultant.

The amount of such taxes is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant]***

***Payments [modify as appropriate]***

* **An advance payment of *[insert % of Contract Price]*** within ***[ insert number of days]*** following receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.
* **Remuneration**: The Client shall pay the Consultant for Services rendered at the rate(s) [ ***Select the appropriate option***: “per person- month” **or** “per day” **or** “per hour ”] actually spent by each Expert after the date of commencement or such other dates as the parties may agree, in accordance with the rates agreed, within ***[insert number of days]*** following receipt of satisfactorily supported itemized invoices.
* **Reimbursables**: The Client shall pay the Consultant for reimbursable expenses, within ***[ insert number of days]*** following receipt of satisfactorily supported itemized invoices, which shall consist of and be limited to:

(i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client; and

(ii) such other expenses as approved in advance by the Client.

1. **Delayed payments:** If the Client delays payments beyond fifteen (15) days after the period specified in (a) above, interest shall be paid to the Consultant on the delayed amount at the annual rate of ***[insert rate]***
2. The agreed contract prices shall not be adjusted for foreign and/or local inflation during the execution of the contract
3. All payments under this Contract shall be made to the accounts of the Consultant.

**The accounts are:**

for foreign currency: [insert account].

for local currency: [insert account].

1. **Authority of Member in Charge**

In case the Consultant is a Joint Venture, the members hereby authorize the Lead Member specified inthe Consultant Proposal Formto act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1. **Reporting Obligations**

Reporting obligations of the Consultant shall be as specified in the TOR Call-off.

1. **Insurance**

The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified below; and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services. The insurance coverage against the risks shall be as follows:

*[Delete what is not applicable except (a)].*

**(a) Professional liability insurance, with a minimum coverage of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s **country** by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]*;

(c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]*;

(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-**consultants** in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

*[insert specific insurance provisions agreed upon, including coverage, currency and amount]*

1. **Modifications or Variations**

Any modification or variation of the terms and conditions of this Call-off Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other party.

For Lump-Sum contracts, any change to the Contract price can be made only if the parties have agreed to the revised scope of Services pursuant and have amended in writing the Terms of Reference for the Call-off Contract. For Time-based contracts, for any payments in excess of the ceilings, an amendment to the Call-off Contract shall be signed by the parties referring to the provision of this Contract that evokes such amendment.

1. **Dispute resolution in relation to Call-off Contracts**

The parties to the Call-off Contract shall seek to resolve any dispute amicably by mutual consultation.

If either party objects to any action or inaction of the other party to the Contract, the objecting party may file a written notice of dispute to the other party providing in detail the basis of the dispute. The party receiving the notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that party, the arbitration provisions belowapply.

Any dispute between the parties arising under or related to this Contract that cannot be settled amicably may be referred to by either party to arbitration. Notwithstanding any reference to arbitration, the parties shall continue to perform their respective obligations under the Call-off Contract unless they agree otherwise.

*[(a) shall be retained in the case of a Contract with a foreign Consultant and (b) shall be retained in the case of a Contract with a consultant who is national of the Client’s Country.]*

1. If the parties fail to agree on the appointment of a sole arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment from the Party who initiated the proceedings, either party may apply to the appointing authority specified in FAP 2.10 of the Framework Agreement to appoint a sole arbitrator.

Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

1. In the case of a dispute between the Client and a Consultant who is a national of the Client’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Client’s Country.
2. ***[include the following if the Contract has been assessed to present potential or actual cyber security risks:***

*The Consultant, including its Sub-consultants/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or* *modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.]*

1. **Expiration of Contract:** *[Insert time period e.g. six months]*
2. *[Insert if different than address provided in the Framework Agreement]*

**Address for notices to the Client:**

*[Attention]*

*[title/position]*

*[department/work unit]*

*[address]*

*[Electronic mail address]*

**Address for notices to the Consultant:**

*[insert the name of officer authorized to receive notices]*

*[title/position]*

*[department/work unit]*

*[address]*

*[Electronic mail address]*

SCHEDULE 4: Advance Payment Security

Demand Guarantee

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

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

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

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

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

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[10]](#footnote-10)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_*[month]*\_\_\_\_\_\_\_\_\_\_, *[year]*\_\_,[[11]](#footnote-11)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

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

SCHEDULE 5: Code of Conduct for Experts

*[Include based on template included in the Framework Agreement]*

SCHEDULE 6: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Sub-consultants

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]*

Consultant’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Sub-consultant’s Name: *[insert* *full name]*RFP No. and title: *[insert RFP number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration** |
| We:  🞎 (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

SCHEDULE 7: List of Clients (if applicable)

[*delete this section if this is a Single-User FA i.e. single Client FA*]

The following agencies are participating as Clients in this Framework Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Name of Client** | **Address** | **Representative** |
|  | [*insert complete name of* *Lead Procuring Agency/Client #1*]  [*insert the type of legal entity*] | [*insert the address of the principal place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  | [*insert complete name of Client #2*]  [*insert the type of legal entity*] | [*insert the address of the principal place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  | [*insert complete name of Client #3*]  [*insert the type of legal entity*] | [*insert the address of the principal place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  |  |  |  |

1. References in this SPD to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA). [↑](#footnote-ref-1)
2. *Insert if applicable: “Call-off Contract(s) awarded under a Framework Agreement will be jointly financed by [insert name of co-financing agency]. The Primary Procurement to conclude a Framework Agreement(s) and the Secondary Procurement to award a Call-off Contract(s) will be governed by the World Bank’s Procurement Regulations.”* [↑](#footnote-ref-2)
3. *[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]* [↑](#footnote-ref-3)
4. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-4)
5. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has 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. [↑](#footnote-ref-5)
6. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-6)
7. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-7)
8. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has 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. [↑](#footnote-ref-8)
9. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-9)
10. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-10)
11. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-11)