



STANDARD TEMPLATE

**STANDARD FORM OF AGREEMENT for
Use by World Bank Borrowers**

Procurement of Supplies and Related Services
through WFP under Bank-Financed Projects

v.1
June 2017

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Foreword

1. This Standard Form of Agreement for procurement of supplies and related services is the result of cooperation between the World Bank (“the Bank”)¹ and the World Food Programme (“WFP”).
2. The approval of this standard template was done by respective signatures of the World Bank Vice President for Operations Policy and Country Services and WFP Executive Director on June 7, 2017.
3. This form can be used for a one time purchase or as a framework arrangement.
4. The completion date of the Agreement cannot exceed the Project Closing Date.
5. The text shown in *italics* is “*Notes to Users*”, which provide guidance to the implementing entity of the Borrower and to WFP task team in preparing a specific Agreement. These *italicized Notes* should be deleted from the final version prior to signing of the Agreement.
6. As of the date of the approval of this Standard Agreement, WFP’s corporate costing structure and financial framework is undergoing a review that might impact the formats of the budget and reporting templates provided in the Annexes to the Agreement.
7. Those wishing to submit comments or questions on this document, or obtain guidance on the use of this template, shall contact unagencies@worldbank.org
8. For questions or guidance concerning WFP, please contact:

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

The Agreement form for the use by the Borrowers starts from the next page

AGREEMENT
FOR PROCUREMENT OF SUPPLIES AND RELATED SERVICES
[add the title of the assignment – optional]

Project Name² _____
Loan/Credit/Grant No. _____

Reference No. _____ *[as per Project Procurement Plan]*

WFP Reference No. _____

Project Closing Date _____
Financing Agreement³ **Closing Date:** *[date/month/year]* _____

between

THE GOVERNMENT OF *[country name]*

and

WORLD FOOD PROGRAMME (WFP)

Dated: *[date/month in words/year]*



Insert Borrower's logo

² *[Note to Users: "Project Name" refers to the project title as stated in the legal agreement (Financing Agreement) between the World Bank and the Government. It should not be confused with the name of the UN Agency's project or program financed from other sources]*

³ *[Note to Users: "Financing Agreement" is a legal agreement between the World Bank and the Government]*

FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between **THE GOVERNMENT OF [name of country]** by and through its [*Ministry of/implementing entity*] (the “Government”), and the **WORLD FOOD PROGRAMME**, an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization (FAO) of the United Nations, having its headquarters in Rome, Italy, acting through its [*Country*] [*Regional*] Office in [*Country*] [*HQ Unit*] (“WFP” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

WHEREAS

- A. WFP is an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations with a dual humanitarian relief and development mandate to provide emergency and development assistance to eradicate hunger and poverty amongst the poorest and most food-insecure countries. WFP and the Government collaborate in [*name of country*], in accordance with the Basic Agreement concluded between the Government and WFP dated [*insert date*] (the “Basic Agreement”)⁴.
- B. The Government, working with its development partners, including WFP and the World Bank⁵ (the “Bank”), is implementing [*insert Project's name*] (the “Project”). The Government has received funds from the Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement for the Project (the “Financing Agreement”).
- C. As part of Project implementation, the Government has asked WFP, and WFP has agreed to procure the supplies and to provide related services as set forth in **Annex I** to this Agreement (the “Supplies”).

NOW, THEREFORE, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to a total amount of United States Dollars [*insert amount in words*] (USD [*insert amount in figures*]) (the “Total Funding Ceiling”), to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** for the entire quantity of Supplies required for Project implementation as set forth in **Annex I**.
2. This Agreement is signed and executed in English, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.
3. This Agreement becomes effective on the date of its last signature (the “Effective”).

⁴ [Note to users: WFP teams are encouraged to contact WFP’s Legal Office in case clarifications are required in regard to the legal basis of relationship with the Government]

⁵ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

Date”), and will remain effective until *[insert the date which cannot exceed the Project’s closing date]* (the “Completion Date”), unless otherwise agreed by the Parties in writing. All activities included in Annex I shall be operationally completed by the Completion Date and the financial closure completed not later than three (3) months thereafter.

4. The Government designates *[insert the name and title]* and WFP designates *[insert the name and title]* as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as following:
 - (a) Government representative: *[insert phone, e-mail and fax]*
 - (b) WFP representative: *[insert phone, e-mail and fax]*
5. For Project’s coordination purposes, the Bank’s staff contact information is as follows:
 - (a) Bank Task Team Leader: *[insert the name, phone and e-mail]*
6. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations and/or the 1947 Convention on the Privileges and Immunities of the Specialized Agencies (collectively, the “Conventions”), as applicable.
7. WFP shall not assume liability for any loss or damage arising out of, relating to or connected with this Agreement, unless attributable to gross negligence or willful misconduct on the part of WFP. WFP shall not be liable for any indirect or consequential loss or damage. WFP’s liability hereunder shall be limited to the Total Funding Ceiling under this Agreement.
8. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WFP, the United Nations and the Food and Agriculture Organization of the United Nations, under the Conventions, the Basic Agreement or otherwise.
9. The Government confirms that no official of WFP has received or will be offered by the Government any benefit arising from this Agreement. WFP confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
10. The following documents form an integral part of this Agreement:
 - (a) General Conditions of Agreement
 - (b) Annexes:
 - Annex I: The Supplies and Related Services, and Delivery Schedule
 - Annex II: Schedule of Payments

Annex III: WFP Template – Invoice (WFP Payment Request)

Annex IV: Reporting Requirements

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

The Government of [_____]	WORLD FOOD PROGRAMME (WFP)
By: <i>[signature]</i> _____	By: <i>[signature]</i> _____
Name: [.....]	Name: [_____]
Title: []	Title: []
Date: <i>[date/month in words/year]</i>	Date: <i>[date/month in words/year]</i>

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:
 - a. Delivery Schedule means the preliminary delivery schedule for each item as set out in **Annex I**.
 - b. Related services means non-consulting, technical services directly related to the supply of goods (including commodities) as set out in **Annex I**.

SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
 - (a) procure the Supplies set out in **Annex I**, in conformity with the technical specifications (including any warranty), and in the estimated quantities set out in **Annex I**; and
 - (b) provide the Related Services included in **Annex I** and in accordance with this Agreement.
3. The Government agrees to:
 - (a) make timely and complete payment to the UN Partner of all amounts due under this Agreement and within the Total Funding Ceiling, and in accordance with the payment schedule set out in **Annex II** (the "Payment Schedule");
 - (b) provide all required support in connection with the UN Partner's obligations under this Agreement, including obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals, tax exemptions (if applicable) related to any Supplies and their import, transport and distribution in the country (including as provided under the terms of the Basic Agreement); furnishing powers of attorney or authorizations to the UN Partner and cooperating with the UN Partner in a timely and expeditious manner; and
 - (c) deal with any claim arising from the execution of this Agreement, which may be brought by third parties against the UN Partner or its staff, consultants, and contractors, and shall hold them harmless in respect of any such claim or liability, unless the Government and the UN Partner should agree that the claim or liability arises from gross negligence or willful misconduct on the part of said staff, consultants or contractors.

TOTAL FUNDING CEILING AND PAYMENTS

4. Calculations of the Total Funding Ceiling, including calculation of direct costs and indirect costs of the UN Partner, are set forth in **Annex I**.
5. Cumulative payments to the UN Partner under this Agreement shall not exceed the Total

Funding Ceiling as set forth in **Annex I** unless it is revised through a written amendment approved by the Bank in response to the Government's request. The UN Partner takes note that the Government's disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

6. The payments under this Agreement shall be made upon receipt of the payment request (**Annex III**) and in accordance with the Payment Schedule.
7. The Government will make payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer, within ten (10) days of receiving the payment request from the UN Partner. All payments will be made in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures to suppliers made in other currencies.
8. Upon receipt of the full amount set out in the payment request, the UN Partner will initiate the procurement action necessary to procure the Supplies covered by the payment request. The UN Partner shall not be required to commence procurement actions until the UN Partner has received the payments due in accordance with the Payment Schedule and it shall not be required to assume any liability in excess of such payments.
9. The UN Partner will administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
10. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner receipts and disbursements for the purposes of this Agreement will be recorded. The ledger account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's financial regulations and rules. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the External Auditors of the UN Partner are appointed by and report to the UN Partner's policymaking organ⁷. Throughout the term of this Agreement, UN Partner will ensure that its audited accounts and the External Auditors' Report are posted on its website within ten (10) days of their becoming public documents by reason of being presented to UN Partner's policymaking organ.⁸
11. In the event that the final certified financial statement to be provided under **Annex IV** (the "Final Certified Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within (30) calendar days of its receipt of the payment instructions.

⁷ The External Auditor of the World Food Programme shall be the Auditor-General (or official holding the equivalent title) of a State Member of the United Nations or FAO, of which the Government is member.

⁸ The Government can access UN Partner's Annual Audited Reports at www.wfp.org/

PROCUREMENT AND DELIVERY OF SUPPLIES

Procurement of Supplies, including provision of related services

12. The Supplies will be procured, shipped, delivered, and related services provided in accordance with the terms of this Agreement and the UN Partner's regulations, rules, policies and procedures.

Special Provisions relating to Procurement and Delivery of Food Supplies

13. The following food commodities will be procured from WFP approved supplier(s), according to standards specified below, and must be of good quality, safe and fit for human consumption and must comply with relevant food standards, as indicated below:⁹

[delete items that are not used]

- (a) **PlumpySup:** a fortified, energy-dense, lipid-based supplementary food that is packaged in individually resistant packages. The commodity must conform, in terms of food safety, to guidelines or standards of Codex Alimentarius and ISO, including: formulated supplementary foods, addition of essential nutrients to foods, general principles of food hygiene, food safety management systems, and quality management systems.
- (b) **Supercereal (CSB+):** Corn soya-blend (with sugar) is prepared from heat-treated maize and soya beans, sugar, vitamins and minerals. The commodity shall comply, in terms of raw materials, composition or manufacture, with guidelines and standards of Codex Alimentarius on hygiene, formulated supplementary foods, and essential nutrients to food.
- (c) **Fortified Vegetable Oil:** Oil procured will be fortified with Vitamin A and Vitamin D and shall conform to Codex Standard CAC/GL 09-1987 – General principles for the addition of essential nutrients to food.
- (d) **Cereal:** The cereal commodity to be procured will consider price, lead time, and preference, and could include White Rice (25% broken).
- (e) *[Insert other as appropriate]*

Delivery Terms and Insurance

14. Supplies will be delivered in accordance with WFP's rules and the terms provided in **Annex I**.

Implementation Progress

15. The UN Partner will inform the Government and the Bank of any potential or actual delivery delay, including its likely duration and its cause(s), as soon as the UN Partner

⁹ *[Notes to Users: the list of items can be modified depending on specific food items included in each Agreement]*

obtains information on such delay. The UN Partner will make good faith efforts to ensure that any actual delivery delays are minimised.

Customs and Related Clearance, Other Permits and Licenses

16. Subject to paragraph 3(b), the UN Partner is fully responsible for the following, unless agreed otherwise by both Parties in writing: receipt of the Supplies, clearance and release from the customs, shipment and distribution of Supplies to final destinations.

REPORTING

17. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs incurred under this Agreement.
18. The UN Partner will provide written progress reports prepared by the UN Partner's country office ("Progress Report") to the Government, copy to the Bank, on the status of delivery and distribution of the Supplies to the final beneficiaries and the use of funds within the reporting period. The frequency of the reporting and the reporting template are set up in **Annex IV**.
19. Upon request from the Government and following consultations between the UN Partner and the Government, the UN Partner may, subject to the UN single audit principle, furnish to the Government supplemental information or documentation to provide additional details.

FORCE MAJEURE

20. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

21. In the event that the Government, the UN Partner, or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.
22. In such case, to the extent consistent with the UN Partner's accountability and oversight framework and established procedures, this information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Partner, and

the Bank.

23. After consultation with the Government and the Bank, the UN Partner will, to the extent the information relates to actions within the authority or accountability of the UN Partner, take timely and appropriate action in accordance with its regulations, rules, policies and procedures, to investigate this information. The Parties agree and acknowledge that the UN Partner shall have no authority to investigate the Government officials and the officials or consultants of the Bank.
24. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Partner, the UN Partner will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework, including its regulations, rules, policies and procedures.
25. To the extent consistent with the UN Partner's accountability and oversight framework including its regulations, rules, policies and procedures, the UN Partner will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (ledger account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.
26. For the purposes of this Agreement, the following definitions shall apply:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
27. In the event that the Government or the Bank reasonably believes that the UN Partner has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and the UN Partner in order to obtain assurances, in a manner consistent with the UN Partner's oversight and accountability framework and respecting appropriate confidentiality, that the UN Partner's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the

Government, the Bank, and the UN Partner, on any further actions to be taken and the timeframe for such actions. The Parties take note of the relevant provisions in the financial regulations and rules of the UN Partner.

28. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section “Fraud and Corruption Prevention”, “third party” does not include the UN Partner. To the extent consistent with the UN Partner’s oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, the UN Partner shall cooperate with the Bank or such other entity in the conduct of such investigations.
29. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement, to disclose to the UN Partner whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group.¹⁰ The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the provision of the Technical Assistance under this Agreement.
- (b) If the UN Partner intends to issue a contract in connection with the provision of any of the Technical Assistance activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner’s decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.
- (c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under paragraph 37(b) (iii), shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.¹¹

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

30. This Agreement shall be governed by general principles of international law, which shall be deemed to include the UNIDROIT Principles of International Commercial Contracts (2010). Any dispute, controversy or claim arising out of or relating to this Agreement

¹⁰ www.worldbank.org/debarr.

¹¹ *WFP Procurement shall assure that these obligations under paragraph 37 are met.*

shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute. The arbitration panel shall have no authority to award punitive damages.

EARLY TERMINATION

31. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:

- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances due to a significant deterioration of the operating environment in the country it can no longer implement the activities under the Agreement;
- (b) The UN Partner does not receive payment of the full amount set forth in the payment request(s) submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such payment request; or
- (c) Either Party is in material breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.

32. The provisions of this Agreement will survive Early Termination or completion to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties.¹² Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the final Progress Report and the Final Certified Financial Statement, and settle any outstanding payments by not later than the Financing Agreement Closing Date.

¹² [Note to WFP: WFP shall continue to hold any unexpended funds in the designated WFP account until all commitments and liabilities incurred in the provision of the Technical Assistance under this Agreement have been satisfied and the activities hereunder brought to an orderly conclusion.]

MISCELLANEOUS

33. **Records Keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner's documents retention policy.
34. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
35. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
36. **Notices.** Notices will be deemed "received" as follows:
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;
 - (b) in the case of registered mail, fourteen (14) days after being sent; and
 - (c) in the case of facsimiles, forty-eight (48) hours following confirmed transmission.
37. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
38. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
39. **Amendments.** Any substantial revisions regarding: (a) the key deliverables (outputs) as set forth in **Annex I**, or (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling, may be done only by a signed written amendment by the Parties. Such amendment becomes effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved such amendment.

ANNEX I

THE SUPPLIES, RELATED SERVICES and DELIVERY SCHEDULE

PART I: SUPPLIES AND RELATED SERVICES

1. Context
.....

2. Description of supplies and related services¹³
.....

3. Total Funding Ceiling: Supplies Cost Breakdown

Table 1: Total Funding Ceiling

SUPPLIES COST BREAKDOWN (WFP categories terminology is used)		
	Quantity (Mt)	Value (USD)
A. Direct Operational Costs (DOC)		
I. Supplies:		
.....
Total Food transfers
II. Related Services:		
External Transport and Land Transport Shipping Handling (LTSH)	
Total for Supplies and Related Services		
B. Other Direct Costs* (DSC and ODOC)		
	
	
C. Indirect Support Costs**		
Total Funding Ceiling	

Notes to the Table:

(1) * **“Other Direct Costs”** are calculated on the basis of provisions in WFP General Rule XII.4 and include:

(a) **Direct Support Cost (DSC):** Costs that can be directly linked with the provision of support to an operation and which would not be incurred should that activity cease (as per WFP Financial Rules and General Rules), and

(b) **Other Direct Operational Costs (ODOC):** Costs of all activity inputs provided to beneficiaries in conjunction with food activities or utilized by host

¹³ Should the exigencies of WFP’s Operation require, WFP will have the right with prior approval of the Bank to change the list of supplies and/or targeted groups/beneficiaries.

governments or cooperating partners to implement food-based activities, but not costs which are for transport, storage, handling or delivery of food (as per WFP Financial Resource Manual)

(2) **** Indirect Support Costs (ISC):** WFP costs that cannot be directly linked to the implementation and include programme support, management and administration costs for Headquarters, regional bureaux and country offices. ISC is applied as a rate charged on the DOC, ODOC and DSC.

(3) The line items specified above are estimates at the time of the signing of the Agreement and may vary during the implementation of the Agreement. WFP may reallocate within the budget line items without exceeding the Total Funding Ceiling.

Table 2: Estimated Calculation of Other Direct Costs

[This Table is used for the estimation purposes only. It is not used as a basis for payment or financial reporting.]

[include detailed estimated calculations of the elements of the Other Direct Costs lump sum amount included in Table 1].

4. It is recognized that during the implementation of this Agreement the situation in the country may evolve to such a degree that the planned requirements and beneficiary numbers may need to be changed. For example, rations may be adjusted to ensure appropriate support to the needs of population groups, in line with evolving nutrition guidelines. It is also recognized that the market price of commodities and the costs associated with delivering and distributing the commodities may change. These changes may result in an adjustment to the number of the final beneficiaries or the amount of the Supplies procured.

PART II. Delivery Schedule

[insert estimated delivery schedule for each Supply item included in Part I above]

**GENERAL TERMS AND CONDITIONS RELATING TO THE
DELIVERY AND HANDLING OF FOOD COMMODITIES
SUPPLIED BY WFP
(Standard WFP Terms)**

1. DELIVERY AND TITLE TO COMMODITIES

1.1. *Shipments to sea-girt countries*

- a) Delivery of and title to commodities shipped by WFP on liner terms will be taken by the Government as and when the commodities are landed onto the quay or, in the event of lighterage, upon discharging into the lighter. However, when the lighterage is arranged by and/or is the responsibility of ship-owners, the delivery will take place

upon landing onto the quay from the lighter.

- b) In the case of commodities shipped by WFP pursuant to a charter party entered into between WFP and Owners or Disponent Owners, delivery of and title to commodities shipped on such basis shall be taken by the Government in the holds of the ship, or in the case of lighterage in the hold of the ocean vessel, as the commodities are taken up in the discharging tackle or apparatus.

1.2. Imports by land transit

In the case of commodities imported by land transit, delivery of and title to the commodities will be taken by the Government at the agreed Delivery Point(s), as specified in the LOU.

1.3. Deliveries of non-food items

The provisions of 1.1 and 1.2 above apply equally to the delivery of non-food resources supplied by WFP.

2. RECEIPT AND HANDLING OF COMMODITIES AT THE DELIVERY POINT

- 2.1 In all cases the Government undertakes to ensure the expeditious unloading of the vessel, or truck, or other conveyance at the agreed Delivery Point.
- 2.2 From the agreed Delivery Point all expenses, including inter alia, the costs of import duties, taxes, levies, as well as harbour, wharfage, warehousing, lighterage, landing, sorting and similar dues, including specifically all formalities and expenses relating to legalization of shipping documents and other certificates, will be paid or waived by the Government.
- 2.3 In the case of discharge of commodities shipped pursuant to a charter-party between WFP and Owners or Disponent Owners, any demurrage caused by the Government failing to arrange prompt berthing and/or discharge ex-vessel or conveyance will be for the account of the Government and refundable to WFP on demand. On the other hand, any dispatch earned by a quick turn-round of the charter vessel by the government will be allowed to the Government. Accounts for demurrage/ dispatch will be settled on a yearly basis.
- 2.4 In all other contracts of carriage, damages for detention caused by the Government failing to take prompt delivery, will be for the Government's account.
- 2.5 If any of the above charges are paid by WFP in the first instance, a prompt reimbursement will be arranged by the Government.

3. SUPERINTENDENCE AND CLAIMS

3.1 General

- a) The Government will allow WFP-appointed superintendents to survey the condition of commodities at the time of discharge or unloading at the agreed Delivery Point, or

as soon as possible thereafter to determine their condition and the extent of losses and/or damages so that an outturn certificate can be prepared and, if necessary, action can be taken against the carrier or insurance underwriter for such losses and/or damages.

- b) Notwithstanding any other terms contained herein WFP shall have the sole right to pursue all claims against sea or land carrier in relation to loss of, or damage to, the goods which occurs prior to the passage of title and to pursue, abandon or settle such claims at its discretion and that, if and insofar as property and/or risk may have passed, WFP shall do so as agent on behalf of the Government, who shall lend its name to any legal proceedings if WFP so requires.
- c) Without prejudice to the definition of "passage of title" described above, when physical delivery extends beyond the point of passage of title, WFP will have the right, at its discretion, to claim on behalf of the Government, for losses sustained between passage of title and physical delivery.
- d) In any event, the time and place of passage of title, as stated above, shall not be affected by any endorsement or consignment of the bill of lading. Any such endorsement or consignment will be solely for the administrative convenience of WFP or the recipient authorities.

3.2 Bulk and Full-Container-Load shipments to sea-girt countries

- a) In respect of shipments in bulk on chartered vessels, the weights stated in the Bill of Lading or non-negotiable cargo receipt are to be considered as final between WFP and the recipient Government. On arrival of the vessel, WFP will arrange for a draft survey to ascertain, by close approximation, the quantity of cargo on board. Should the weight on board, as ascertained by the draft survey, indicate a substantial discrepancy between that weight and the Bill of Lading weight, WFP will investigate such discrepancy in full cooperation with the Government. On completion of discharge it is the responsibility of the recipient Government to ensure that no cargo is left on board the vessel. If the vessel carries cargo for more than one port, it is the responsibility of the recipient Government to ensure that the correct quantities are discharged at each port.
- b) As regards shipments arriving in containers loaded and carried under Full Container Load (F.C.L.) terms, the recipient Government is responsible for the unstuffing of the containers. The WFP superintendent should be present at the unstuffing of the containers in the discharge port, which should take place on unloading from the vessel. Any damage or losses found at that time will be considered to have occurred during the period when WFP had title to the cargo. If the unstuffing of the containers is delayed and/or takes place without WFP superintendents being present, any damage or losses will be considered to have occurred after the time which WFP has passed title to the recipient Government. If the containers are transported from/to port at discharge, unopened, to the project site, for the convenience of the recipient Government, WFP superintendents will not be requested to travel to the place of unstuffing and any losses or damages will be for the account of the Government, who will have the right to claim for such losses from the carriers.

3.3 *Deliveries by container to land-locked countries*

As regards shipments to landlocked countries arriving in containers loaded and carried under Full Container Load (F.C.L.) terms, the recipient Government is responsible for the unstuffing of the containers. The WFP superintendent should be present at the unstuffing of the containers at the agreed Delivery Point(s), which should take place on the arrival of the container(s). Any damage or losses found at that time will be considered to have occurred during the period when WFP had title to the cargo. If the unstuffing of the containers is delayed and/or takes place without WFP superintendents being present, any damage or losses will be considered to have occurred after the time at which WFP has passed title to the recipient Government. If the containers are transported from the agreed Delivery Point(s) unopened, to the project site, for the convenience of the recipient Government, WFP superintendents will not be required to travel to the place of unstuffing and any losses or damage will be for the account of the Government, who will have the right to claim for such losses from the carriers.

3.4 *Local purchases*

Where food commodities are purchased locally, in the country, the purchase will be undertaken by WFP in accordance with WFP rules and procedures. The Government is responsible for the payment of local taxes on such purchases. Title will be taken by the Government on delivery by the supplier. The quality and quantities of commodities will be verified by WFP-appointed superintendents at the agreed Delivery Point(s).

ANNEX II

SCHEDULE OF PAYMENTS

1. Payments under this Agreement will be made by the Government in accordance with the following schedule of payments:

a. USD

b. USD

2. Payments shall be made within 30 days from the receipt by the Government of WFP's invoice (payment request)¹⁴ to the following WFP account:

Bank details:

Citibank N.A.

Canada Square, Canary Wharf

London E14 5LB, UK

Account details:

USD Account

Sort Code: 185008

SWIFT: CITIGB2L

IBAN: GB74CITI18500813321541

Bank account name:

WFP London Donation Acc. USD

¹⁴ When applicable, the first payment of the Total Funding Ceiling can take into account retroactive financing to cover the Supplies procured by WFP under its Global Commodity Management Facility and other advance financing mechanisms.

ANNEX III

PAYMENT REQUEST– INVOICE

Pursuant to Paragraph 6 of the General Conditions of the Agreement between the Government of [.....] and the World Food Programme dated [insert], WFP hereby request payment of the sum [insert] to the following bank account



UN WORLD FOOD PROGRAMME
 Facsimile: 39-066590 632/637
 Telephone: 39-066513(1)
 http://www.wfp.org
 Via Cesare Giulio Viola 68/70
 00148 Rome, ITALY

All payments are to be credited to the order of:
Beneficiary: United Nations-World Food Programme.
Bank: CITIBANK NA
Bank Address: Canada square Canary Wharf, London E14 5LB UK
SWIFT Code: [REDACTED]
Sort Code: [REDACTED]
IBAN No: [REDACTED]
USD Account: [REDACTED]

Attn. XXX
Title XXX
Address XXXX

Date of Invoice: XXXXX

Invoice No.	Description	Amt inUSD
Proforma Inv XXXX	DESCRIPTION	XXXX
Total	<i>Certified Correct:</i> XXXX Chief, XXXXX Division RMFG	USD

TO BE SETTLED WITHIN 30 DAYS OF RECEIPT
PLEASE QUOTE INVOICE NUMBER WHEN PAYMENT IS EFFECTED.
ALL SUPPORTING DOCUMENTATION IS ATTACHED

For queries, please address all communications to: The Chief, XXXX
 Division RMFG.
 E-Mail: XXXXX - Fax + 39 6 6513 XXXX

ANNEX IV

TEMPLATE for PROGRESS REPORT

including

Statement of Expenditure

1. Frequency of Reporting: Progress Reports shall be submitted on [*chose: quarterly/semi-annual*] basis. The report shall be submitted within 30 days following the end of the reporting period. In the case of annual reporting, WFP shall provide certified reports on or before March 31st of each year. The Final Progress Report shall be submitted in accordance with the requirements of paragraph 3 of the Form of Agreement.

2. Reporting Template [*SAMPLE. Shall be customized for each specific case*]:

Reporting Period from _____ to _____

Date: -----

Part 1: Narrative summary briefly describing status of procurement activities (launched and in progress) and commitments made during the reporting period. Additional information, particularly with regard to status of households (such as the % with poor Food Consumption Scores or Reduced Coping Strategies Index) should be provided, if available. Qualitative information on issues with regard to delivery or beneficiaries is also welcome.

Part 2: Statement of Expenditures – financial information on actual expenditures during the reporting period, including the overall balance.

Report As Of –
Use of Contribution

Project: [.....]

I. Part I: Supplies

Procured MT			Distributed (MT) as of the date of this report

Estimated Beneficiaries reached through WB funds under Supplies component				
District	Planned		Actual	
	Male	Female	Male	Female
Including estimated children:				

Statement of Account

[Final/Quarterly/Semiannual] Statement of Account – financial summary showing the cash received, total costs incurred and cash balance (TEMPLATE below).

Statement of Account		
World Food Programme		
World Bank reference:		
As at:		
(In USD)		
		Amount
A: SUPPLIES/Food COMPONENT (FCR)		
Funds Received:		_____
Expenditures:		
Category: Commodity/Maize		_____
External Transport		_____
LTSH		_____
ODOC Food		_____
Related Costs		_____
DSC		_____
Sub-Total		_____
ISC		_____
Total		_____
Balance		_____
Certified by:	Date:	
Chief, RMFC		

Signature block of the report:

We hereby confirm to the best of our knowledge and based on available records that the above amounts have been paid for the proper execution of the Agreement in accordance with the terms and conditions thereof. All documentation authenticating these expenditures has been retained by WFP in accordance with its document retention policy and will be available to WFP External Auditors for examination in the course of the audit of WFP's Financial Statements.

Signed by:

Name and title:

Date: -----