



### Eligibility

1.11 To foster competition, the Bank permits consultants (firms and individuals) from all countries to offer consulting services for Bank-financed projects.<sup>9</sup> Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question.

1.12 In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower to deny participation in a short-listing or selection process or award to a consultant for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under paragraph 1.9 above.

1.13 As an exception to the foregoing paragraphs 1.11 and 1.12:

- (a) Consultants may be excluded if: (i) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with the consultant's country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the procurement of the consulting services required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any payments to any country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
- (b) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower.<sup>10</sup>
- (c) As an exception to (b), when the services of government-owned universities or research centers or other institutions in the Borrower's country are of unique and exceptional nature including because of the absence of a suitable private sector alternative, and their participation is critical to project implementation, the Bank may agree on the hiring of those institutions on a case-by-case basis. On the same basis, university professors or scientists from research institutes can be contracted individually under Bank financing.



<sup>9</sup> The Bank permits firms and individuals from Taiwan, China to offer consulting services for Bank-financed projects.

<sup>10</sup> To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government; (ii) does not currently receive any subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.



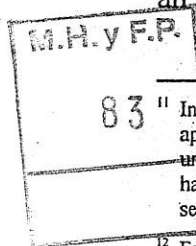
- (d) Government officials and civil servants of the Borrower's country may only be hired under consulting contracts in the Borrower's country, either as individuals or as members of the team of experts proposed by a consulting firm, provided that such hiring does not conflict with any employment or other laws or regulations, or policies of the Borrower's country and if they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the agency they were working for before going on leave of absence without pay, resigning, or retiring<sup>11</sup>; and (iii) their hiring would not create a conflict of interest (see paragraph 1.9).
- (e) A firm or an individual sanctioned by the Bank in accordance with paragraph 1.23(d) of these Guidelines or in accordance with the World Bank Group anti-corruption policies and sanctions procedures<sup>12</sup> shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during such period of time as the Bank shall determine.

### Advance Contracting and Retroactive Financing

1.14 In certain circumstances, such as to accelerate project implementation, the Borrower may, with the Bank's no objection, wish to proceed with the selection of consultants before the related Loan Agreement is signed. This process is referred to as advance contracting. In such cases, the selection procedures, including advertisement, shall be in accordance with these Guidelines, and the Bank shall review the process used by the Borrower. A Borrower undertakes such advance contracting at its own risk, and any no objection issued by the Bank with regard to the procedures, documentation, or proposal for award does not commit the Bank to make a loan for the project in question. If the contract is signed, reimbursement by the Bank of any payments made by the Borrower under the contract prior to loan signing is referred to as retroactive financing and is only permitted within the limits specified in the Loan Agreement.

### Associations between Consultants

1.15 Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, offer lower prices. Such an association may be for the long term (independent of any particular assignment) or for a



<sup>11</sup> In the case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants in the Borrower's country, whichever is longer. Professors or staff and experts in specialized fields from universities, educational institutions, and research institutes can be contracted individually on a part-time basis provided that they have been full-time employees of their institutions for a year or more before being contracted and such hiring is justified for the services required.

<sup>12</sup> For purposes of this paragraph, the relevant World Bank Group Anti-Corruption policies are set forth in the *Guidelines On Preventing and Combating Fraud and Corruption in Projects financed by IBRD Loans and IDA Credits and Grants*, and in the *Anti-Corruption Guidelines for IFC, MIGA, and World Bank Guarantee Transactions*. The Bank's sanctions procedures are publicly disclosed on the Bank's external website.



specific assignment. If the Borrower employs an association in the form of a joint venture, the association shall appoint one of the firms to represent the association; all members of the joint venture, or their representative with a power of attorney, shall sign the contract. All members of the joint venture shall be jointly and severally liable for the entire assignment. Once the short list is finalized, and Requests for Proposals (RFP) are issued, any association in the form of joint venture or sub-consultancy among short-listed firms shall be permissible only with the approval of the Borrower. Borrowers shall not require consultants to form associations with any specific firm or group of firms or include any particular individual in their proposals, but may encourage association with qualified national firms.

### **Bank Review, Assistance, and Monitoring**

1.16 The Bank reviews the Borrower's hiring of consultants to satisfy itself that the selection process is carried out in accordance with the provisions of these Guidelines. The review procedures are described in Appendix 1.

1.17 Under exceptional circumstances, when the Borrower is unable to prepare a short list or long list and in response to its written request, the Bank may assist the Borrower in creating short lists<sup>13</sup> or long lists<sup>14</sup> of firms that the Bank expects to be capable of undertaking the assignment. The provision of such lists does not represent an endorsement of the consultants. The Borrower retains the responsibility to verify the eligibility and qualifications of the listed firms, and may delete any name or add other names as it wishes; however, the final short list shall be submitted to the Bank for its no objection before the Borrower issues the RFP.

1.18 The Borrower is responsible for supervising the consultants' performance and ensuring that they carry out the assignment in accordance with the contract. Without assuming the responsibilities of the Borrower or the consultants, Bank staff shall monitor the quality of the consultants' work as necessary to satisfy themselves that it is being carried out according to appropriate standards and is based on reliable data. As appropriate, the Bank may take part in discussions between the Borrower and consultants and, if necessary, may help the Borrower in addressing issues related to the assignment. If a significant portion of the assignment is being carried out in the consultants' home offices, the Bank may, with the Borrower's agreement, visit these offices to review the consultants' work.

### **Misprocurement**

1.19 The Bank does not finance expenditures under a contract for consulting services if the Bank concludes that such contract: (a) has not been awarded in accordance with the

<sup>13</sup> Short List: see paragraph 2.6, 2.7, and 2.8.

<sup>14</sup> Long List: a preliminary list of potential firms from which the short list will be established.





agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan<sup>15</sup> to which the Bank provided no objection; (b) could not be awarded to the consultant otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, or the successful proposal being no longer available, or the wrongful rejection of any proposal; or (c) involves the engagement of a representative of the Borrower, or a recipient of any part of the proceeds of the Loan, in fraud and corruption as per paragraph 1.23(c). In such cases, whether under prior or post review, the Bank will declare misprocurement, and it is the Bank's policy to cancel that portion of the loan allocated to the services that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare misprocurement and apply in full its policies and remedies regardless of whether the loan has closed or not, if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or that the terms and conditions of the contract had been substantially modified without the Bank's no objection.

### Reference to the Bank

1.20 The Borrower shall use the following text<sup>16</sup> when referring to the Bank in the RFP and contract documents:

*"[Name of the Borrower] has received [or, 'has applied for'] a [loan] from the [International Bank for Reconstruction and Development] (the "Bank") in an amount equivalent to US\$ \_\_\_, toward the cost of [name of project], and intends to apply a portion of the proceeds of this [Loan] to eligible payments under this Contract. Payments by the Bank will be made only at the request of [name of Borrower or designate] and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the [Loan] Agreement. The [Loan] Agreement prohibits a withdrawal from the [Loan] Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than [name of Borrower] shall derive any rights from the [Loan] Agreement or have any claim to the proceeds of the [Loan]."*

### 83 Training or Transfer of Knowledge

1.21 If the assignment includes an important component for training or transfer of knowledge to Borrower staff or national consultants, the TOR shall indicate the objectives,

<sup>15</sup> See paragraph 1.25.

<sup>16</sup> To be suitably modified in the case of a credit from IDA or a grant or a trust fund.



nature, scope, and goals of the training program, including details on trainers and trainees, skills to be transferred, time frame, and monitoring and evaluation arrangements. The cost for the training program shall be included in the consultant's contract and in the budget for the assignment.

### Language

1.22 The RFP and the proposals shall be prepared in one of the following languages, selected by the Borrower: English, French, or Spanish. In addition to one of the above languages, the Borrower has the option to issue translated versions of these documents in another language which should either be: (i) the national language of the Borrower; or (ii) the language used nation-wide in the Borrower's country for commercial transactions, hereinafter each is called the "National Language".<sup>17</sup> When the short list only comprises nationals as per paragraph 2.7, the Bank may agree that the Borrower issue the RFP only in the National Language. If the RFP is issued in two languages, consultants shall have the option to submit proposals in either of the two languages in which the RFP is issued. The contract signed with the winning consultant shall always be written in the language in which its proposal was submitted which shall be the language that governs the contractual relations between the Borrower and the consultant. If the contract is signed in the National Language, the Borrower shall provide the Bank with an accurate translation of the contract in English, French, or Spanish when submitting the original contract as per Appendix 1. Consultants shall neither be required nor permitted to sign contracts in more than one language.

### Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts.<sup>18</sup> In pursuance of this policy, the Bank:

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

<sup>17</sup> The Bank shall be satisfied with the language to be used. The Borrower shall take full responsibility for the correct translation of the documents in the National Language. In case of any discrepancy with the documents in English, French, or Spanish the text in the latter shall prevail. If the Borrower has more than one National Language and a national law requires official acts to be issued in all national languages, the Borrower shall use one National Language in the RFP and may issue translated versions in the other languages.

<sup>18</sup> In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.



- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>19</sup>
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;<sup>20</sup>
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>21</sup>
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>22</sup>
- (v) "obstructive practice"
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.23(e) below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a

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<sup>19</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>20</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

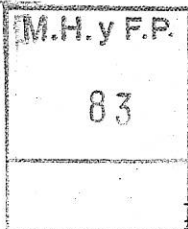
<sup>21</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish contract prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>22</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.



recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures,<sup>23</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>24</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in the RFP and in contracts financed by a Bank loan requiring consultants, and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank; and
- (f) will require that, when a Borrower selects a United Nation (UN) agency to provide technical assistance services in accordance with paragraph 3.15 under an agreement signed between the Borrower and the UN agency, the above provisions of this paragraph 1.23 regarding sanctions on fraud or corruption shall apply in their entirety to consultants and their sub-consultants, suppliers, service providers, contractors, sub-contractors, and their employees, that signed contracts with the UN agency. As an exception to the foregoing, paragraphs 1.23(d) and (e) will not apply to the UN agency and its employees, and paragraph 1.23(e) will not apply to the contracts between the UN agency and its suppliers and service providers. In such cases, the UN agencies will apply their own rules and regulations for investigating allegations of fraud or corruption subject to such terms and conditions as the Bank and the UN agency may agree, including an obligation to periodically inform the Bank of the decisions and actions taken. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. UN agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a UN agency



<sup>23</sup> A firm or individual may be declared ineligible to be awarded a Bank-financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>24</sup> A nominated sub-consultant, supplier, or service provider is one which has been either: (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.



signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1.24 With the specific agreement of the Bank, a Borrower may introduce, into the RFP for contracts financed by the Bank, a requirement that the consultant include in the proposal an undertaking of the consultant to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the RFP.<sup>25</sup> The Bank will accept the introduction of such a requirement at the request of the Borrowing country, provided the arrangements governing such undertaking are satisfactory to the Bank.

### Procurement Plan

1.25 The preparation of a realistic Procurement Plan<sup>26</sup> for a project is critical for its successful monitoring and implementation. As part of the project preparation, the Borrower shall prepare a preliminary Procurement Plan, however tentative, for the entire scope of the project. At a minimum, the Borrower shall prepare a detailed and comprehensive Procurement Plan including all contracts for which the selection of firms and individuals is to take place in the first 18 (eighteen) months of project implementation. An agreement with the Bank shall be reached at the latest during loan negotiations. The Borrower shall update Procurement Plans throughout the duration of the project at least annually by including contracts previously awarded and to be procured in the next 12 (twelve) months. All Procurement Plans and their updates or modifications shall be subject to the Bank's prior review<sup>27</sup> and no objection before implementation. After loan negotiations, the Bank shall arrange the publication on its external website of the agreed initial Procurement Plan and all subsequent updates once it has provided a no objection.

<sup>25</sup> As an example, such an undertaking might read as follows: "We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will observe the laws against fraud and corruption in force in the country of the Client, as such laws have been listed by the Client in the RFP for this contract."

<sup>26</sup> The Procurement Plan including their updates shall set forth at a minimum (i) a brief description of consulting services required for the project for which invitations for proposals are to be issued during the period in question; (ii) the proposed methods of selection as permitted under the loan agreement; (iii) the Bank review requirements and thresholds; and (iv) the time schedule for key selection activities, and any other information that the Bank may reasonably require. For projects, or their components, that are demand driven in nature such as Community Driven Development (CDD), Sector Wide Approaches (SWAs), etc. where specific contracts, or their time-schedules, cannot be identified in advance, a suitable template of the Procurement Plan shall be agreed with the Bank for the monitoring and implementation of the selection of consultants. If the project includes the procurement of goods, works, and non consulting services, the Procurement Plan should also include the methods for their procurement in accordance with the *Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers*.

<sup>27</sup> See Appendix 1.



## II. QUALITY- AND COST-BASED SELECTION (QCBS)

### The Selection Process

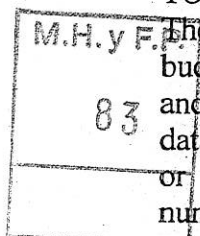
2.1 QCBS uses a competitive process among short-listed firms that takes into account the quality of the proposal and the cost of the services in the selection of the successful firm. Cost as a factor of selection shall be used judiciously. The relative weight to be given to the quality and cost shall be determined for each case depending on the nature of the assignment.

2.2 The selection process shall include the following steps:

- (a) preparation of the TOR;
- (b) preparation of cost estimate and the budget, and short-listing criteria;
- (c) advertising;
- (d) preparation of the short list of consultants;
- (e) preparation and issuance of the RFP (which should include: the Letter of Invitation (LOI), Instructions to Consultants (ITC), the TOR, and the proposed draft contract);
- (f) receipt of proposals;
- (g) evaluation of technical proposals: consideration of quality;
- (h) public opening of financial proposals;
- (i) evaluation of financial proposal;
- (j) final evaluation of quality and cost; and
- (k) negotiations and award of the contract to the selected firm.

### Terms of Reference (TOR)

2.3 The Borrower shall be responsible for preparing the TOR for the assignment. The TOR shall be prepared by a person(s) or a firm specialized in the area of the assignment. The scope of the services described in the TOR shall be compatible with the available budget. The TOR shall define clearly the objectives, goals, and scope of the assignment and provide background information (including a list of existing relevant studies and basic data) to facilitate the consultants' preparation of their proposals. If transfer of knowledge or training is an objective, it should be specifically outlined along with details of the number of staff to be trained, and so forth, to enable consultants to estimate the required resources. The TOR shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys, etc.). However, the TOR should not be too detailed and inflexible, so that competing consultants may propose their own methodology and staffing. Firms shall be encouraged to comment





on the TOR in their proposals. The Borrower's and consultants' respective responsibilities should be clearly defined in the TOR.

### Cost Estimate (Budget)

2.4 Preparation of a well-thought-through cost estimate is essential if realistic budgetary resources are to be earmarked. The cost estimate shall be based on the Borrower's assessment of the resources needed to carry out the assignment: experts' time, logistical support, and physical inputs (for example, vehicles, laboratory equipment). Costs shall be divided into two broad categories: (a) fee or remuneration (according to the type of contract used), and (b) reimbursable items, and further divided into foreign and local costs. The cost of experts' time inputs shall be estimated based on a realistic assessment of required international and national expertise. The RFP shall indicate the estimated level of experts' time inputs or the estimated total cost of the contract, but not detailed estimates such as fees.

### Advertising

2.5 For all projects, the Borrower is required to prepare and submit to the Bank a General Procurement Notice. The Bank will arrange for its publication in *UN Development Business online (UNDB online)* and on the Bank's external website.<sup>28</sup> To obtain expressions of interest (EOIs), the Borrower shall include a list of expected consulting assignments in the General Procurement Notice, and shall advertise a request for expressions of interest (REOI) for each contract for consulting firms in the national gazette, provided that it is of wide circulation, or in at least one newspaper, or technical or financial magazine, of national circulation in the Borrower's country, or in a widely used electronic portal with free national and international access in English, French, or Spanish.<sup>29</sup> In addition, assignments expected to cost more than US\$300,000 shall be advertised in *UNDB online*.<sup>30</sup> Borrowers may also in such cases advertise REOIs in an international newspaper or a technical or financial magazine. The information requested shall be the minimum required to make a judgment on the firm's suitability and not be so complex as to discourage consultants from expressing interest. REOIs shall at a minimum include the following information applicable to the assignment: required qualifications and experience of the firm, but not individual experts' bio data; short-listing criteria; and conflict of interest provisions. No less than 14 (fourteen) days from date of posting on *UNDB online* shall be provided for responses, before preparation of the short list. The late

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<sup>28</sup> *UNDB online* is a publication of the United Nations. Subscription information is available from: Development Business, United Nations, GCPO Box 5850, New York, NY 10163-5850, USA (website: [www.devbusiness.com](http://www.devbusiness.com); e-mail: [dbsubscribe@un.org](mailto:dbsubscribe@un.org)). World Bank External Website: [www.worldbank.org](http://www.worldbank.org).

<sup>29</sup> In addition, at the option of the Borrower, in the National Language as defined under paragraph 1.22.

<sup>30</sup> Exceptionally, when the Bank has agreed to a short list comprising only national consultants, the Bank may agree that the Borrower does not publish in the *UNDB online* contracts above US\$300,000. US Dollar thresholds indicated throughout these Guidelines include all taxes and duties, if applicable.



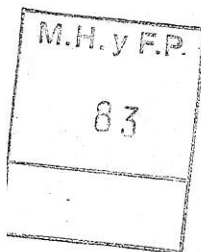


submission of a response to an REOI shall not be a cause for its rejection unless the Borrower has already prepared a short list, based on received EOIs, that meets the conditions set below in paragraph 2.6. The Bank will arrange the simultaneous publication of all REOIs prepared and submitted by the Borrowers on the Bank's external website.

### Short List of Consultants

2.6 The Borrower is responsible for preparing short lists. The Borrower shall give first consideration to those firms expressing interest that possess the relevant qualifications. Short lists shall comprise six firms with a wide geographic spread, with (i) no more than two firms from any one country unless there are no other qualified firms identified to meet this requirement,<sup>31</sup> and (ii) and at least one firm from a developing country, unless no qualified firms from developing countries could be identified. When any of the above requirements cannot be met on the basis of received EOIs, the Borrower may directly solicit interest from qualified firms based on its own knowledge, or request Bank assistance in accordance with paragraph 1.17. Exceptionally, the Bank may agree to short lists comprising a smaller number of firms when there are not enough qualified firms having expressed interest for the specific assignment, when enough qualified firms could not be identified, or when the size of the contract or the nature of the assignment does not justify wider competition. Once the Bank has issued a no objection to a short list, the Borrower shall not modify it without the Bank's no objection. Firms that expressed interest, as well as any other firm or entity that specifically requests so, shall be provided the final short list of firms by the Borrower.

2.7 The short list may comprise entirely national consultants (firms registered or incorporated in the country), if the assignment is below the ceiling (or ceilings) established in the Procurement Plan approved by the Bank,<sup>32</sup> a sufficient number of qualified national firms is available for having a short list of firms with competitive costs, and when competition including foreign consultants is prima facie not justified or foreign consultants have not expressed interest. These same ceilings will be used in Bank lending operations supporting Sector Wide Approaches (SWAs)<sup>33</sup> (in which government and/or donor funds are pooled) as the threshold below which short lists will be composed entirely of national



<sup>31</sup> For the purpose of establishing a short list, the nationality of a firm is that of the country in which it is registered or incorporated, and, in the case of Joint Ventures, the nationality of its lead partner.

<sup>32</sup> Dollar ceilings shall be determined in each case, taking into account the nature of the project, the capacity of national consultants, and the complexity of the assignments. The ceiling (or ceilings) shall normally not exceed the amount defined in the Country Procurement Assessment Report (CPAR) for the Country of the Borrower or other similar assessments conducted by the Bank. The dollar ceilings for each borrowing country will be posted on the Bank's external website.

The Bank may agree, if requested by the Borrower, that the RFPs for such assignments include a clause rendering ineligible for Bank financing a firm of the Borrower country that is under a sanction of debarment from being awarded a contract by the appropriate judicial authority of the Borrower country and pursuant to its relevant laws, provided that the Bank has determined that the firm has engaged in fraud or corruption and the judicial proceeding afforded the firm adequate due process.

<sup>33</sup> SWAs represent an approach by development agencies to support country-led programs whose scale is greater than a single project. It typically encompasses an entire sector or large portions of one.



firms selected under procedures agreed with the Bank. However, if foreign firms express interest, they shall be considered.

2.8 The short list should normally comprise consultants of the same category with similar business objectives, corporate capacity, experience and field of expertise, and that have undertaken assignments of a similar nature and complexity. Government-owned enterprises or institutions and not-for-profit organizations (NGOs, Universities, UN Agencies, etc.) should not normally be included in the same short list along with private sector firms, unless they operate as commercial entities meeting the requirements of paragraph 1.13(b) of these Guidelines. If mixing is used, the selection should normally be made using Quality-Based Selection (QBS) or Selection Based on the Consultants' Qualifications (CQS) (for small assignments).<sup>34</sup> The short list shall not include Individual Consultants. Finally, if the same firm is considered for inclusion in short lists for concurrent assignments, the Borrower shall assess the firm's overall capacity to perform multiple contracts before including it in more than one short list.

#### **Preparation and Issuance of the Request for Proposals (RFP)**

2.9 The RFP shall include: (a) a Letter of Invitation, (b) Instructions to Consultants and Data Sheet, (c) the TOR, and (d) the proposed type of contract. Borrowers shall use the applicable standard RFPs issued by the Bank with minimal changes, acceptable to the Bank, as necessary to address project-specific conditions. Any such changes shall be introduced only through the RFP data sheet. Borrowers shall list all the documents included in the RFP. The Borrower may use an electronic system to distribute the RFP, provided that the Bank is satisfied with the adequacy of such system. If the RFP is distributed electronically, the electronic system shall be secure to avoid modifications to the RFP and shall not restrict the access of short-listed consultants to the RFP.

#### **Letter of Invitation (LOI)**

2.10 The LOI shall state the intention of the Borrower to enter into a contract for the provision of consulting services, the source of funds, the details of the client, and the date, time, and address for submission of proposals.

#### **M.H.y F. ITC Instructions to Consultants and Data Sheet (ITC)**

2.11 The ITC shall contain all necessary information that would help consultants prepare responsive proposals, and shall bring as much transparency as possible to the selection procedure by providing information on the evaluation process and by indicating the evaluation criteria and factors, their respective weights, and the minimum passing quality score. The ITC shall indicate either an estimate of the key experts' inputs (in person-

<sup>34</sup> Dollar thresholds defining "small" shall be determined in each case, taking into account the nature and complexity of the assignment, but shall not exceed US\$300,000 other than in exceptional cases such as emergency situations declared by the Borrower and recognized by the Bank.



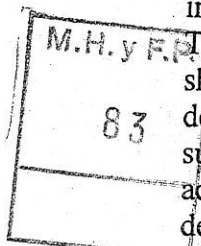
months) required of the consultants or the estimated budget, but not both. Consultants, however, shall be free to prepare their own estimates of experts' time to carry out the assignment and to offer the corresponding cost in their proposals. When, under time-based contracts, the services are of a routine nature or do not require an innovative approach, the Borrower may, subject to the Bank's no objection, require the consultants to include in their proposal the same level of experts' time inputs as indicated in the RFP, failing which their financial proposal shall be adjusted for the purpose of comparison of proposals and decision for award. The ITC shall specify the proposal validity period, which should be adequate for the evaluation of proposals, decision on award, Bank review, and finalization of contract negotiations. A detailed list of the information that should be included in the ITC is provided in Appendix 2.

### **Contract**

2.12 Section IV of these Guidelines briefly outlines the most common types of contracts. Borrowers shall use the appropriate Standard Form of Contract issued by the Bank with minimum changes, acceptable to the Bank, as necessary to address specific country and project issues. Any such changes shall be introduced only through Contract Data Sheets or through Special Conditions of Contract and not by introducing changes in the wording of the General Conditions of Contract included in the Bank's Standard Form. These forms of contract cover the majority of consulting services. When these forms are not appropriate (for example, for pre-shipment inspection, procurement services, training of students in universities, advertising activities in privatization, or twinning), Borrowers shall use other contract forms acceptable to the Bank.

### **Receipt and Opening of Proposals**

2.13 The Borrower shall allow enough time for the consultants to prepare their proposals. The time allowed shall depend on the assignment, but normally shall not be less than four weeks or more than three months (for example, for assignments requiring establishment of a sophisticated methodology, preparation of a multidisciplinary master plan). During this interval, the firms may request clarifications about the information provided in the RFP. The Borrower shall provide these clarifications in writing and copy them to all firms on the short list (who intend to submit proposals). If necessary, the Borrower shall extend the deadline for submission of proposals. The technical and financial proposals shall be submitted at the same time. No amendments to the technical or financial proposal shall be accepted after the deadline, although amended proposals may be submitted before such deadline. To safeguard the integrity of the process, the technical and financial proposals shall be submitted in separate sealed envelopes. A committee of officials drawn by the Borrower from the relevant departments (technical, finance, legal, as appropriate), shall open all technical proposals received by the deadline for the submission of proposals at the designated place stipulated in the RFP irrespective of the number of proposals received by such deadline. At the opening of technical proposals, in the presence of consultants wishing to attend, the Borrower shall neither reject nor discuss the merits of any proposal.







All proposals received after the deadline shall be declared late and rejected and promptly returned unopened. The committee shall read aloud the names of the consultants that submitted proposals, the presence or absence of duly sealed financial envelopes, and any other information deemed appropriate. The financial proposals shall remain sealed and shall be deposited with a reputable public auditor or independent authority<sup>35</sup> until they are opened in accordance with paragraph 2.23. Borrowers may use electronic systems permitting consultants to submit proposals by electronic means, provided the Bank is satisfied with the adequacy of the system, including, inter alia, that the system is secure; maintains the integrity, confidentiality, and authenticity of proposals submitted; and uses an electronic signature system or equivalent to keep consultants bound to their proposals.

#### **Clarification or Alteration of Proposals**

2.14 Except as otherwise provided in paragraphs 2.27 to 2.29 of Section II and paragraph 1(p) of Appendix 2 of these Guidelines, consultants shall neither be requested nor permitted to alter their proposals in any way after the deadline for the submission of proposals. While evaluating proposals, the Borrower shall conduct the evaluation solely on the basis of the submitted technical and financial proposals, and shall not ask consultants for clarifications, except for perfunctory queries with the prior no objection of the Bank.

#### **Evaluation of Proposals: Consideration of Quality and Cost**

2.15 The evaluation of the proposals shall be carried out in two stages: first the quality, and then the cost. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation, including any Bank reviews and no objection, is concluded. Financial proposals shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provisions of the RFP.

#### **Evaluation of the Quality**

2.16 Given the need for high quality services, the quality of the evaluation of technical proposals is paramount. The Borrower shall evaluate each technical proposal using an evaluation committee of at least 3 (three), and normally no more than 7 (seven), members including qualified specialists in the sector of the assignment under consideration. Each member of the committee shall not be in a conflict of interest situation as per paragraph 1.9(c), and certify to that effect before participating in the evaluation. When the Bank determines that the technical evaluation is inconsistent with the RFP or does not properly evaluate the strengths or weaknesses of the proposals, and the committee fails to address the situation in a timely manner, the Bank may require the Borrower to form a new evaluation committee, including international experts in the sector of the assignment, if necessary.

<sup>35</sup> An independent entity shall have no direct or indirect interest or involvement with the assignment in question.



2.17 The technical evaluation shall take into account the criteria indicated in paragraph 2.18 and the sub-criteria indicated in paragraphs 2.19 and 2.20 as reflected in the RFP. The RFP shall describe each such criterion and sub-criterion along with their relative maximum scores and disclose the overall minimum technical score below which a proposal will be rejected as nonresponsive. The indicative range for the overall minimum technical score is 70 to 85 (seventy to eighty-five) on a scale of 1 to 100 (one to one hundred). The maximum score for each criterion and the minimum overall technical score shall be determined based on the nature and complexity of the specific assignment.

2.18 The criteria shall include: (a) the consultant's relevant experience for the assignment, (b) the quality of the methodology proposed, (c) the qualifications of the key experts proposed, (d) the transfer of knowledge, if required in the TOR, and (e) the extent of the participation of nationals among key experts in the performance of the assignment. They shall be within the indicative range of scores specified below, except with the no objection of the Bank. The maximum score for the "Participation by national experts" as indicated below shall not exceed 10 (ten).

Consultant's specific experience:	0 to 10
Methodology:	20 to 50
Key experts:	30 to 60
Transfer of knowledge: <sup>36</sup>	0 to 10
Participation by national experts: <sup>37</sup>	0 to 10
Total:	100

2.19 The Borrower shall normally divide these criteria into sub-criteria. Each criterion shall then be scored on the basis of the weights assigned to respective sub-criteria. For example, sub-criteria under methodology might be *innovation* and *level of detail*. However, the number of sub-criteria should be kept to the essential. The Bank recommends against the use of exceedingly detailed lists of sub-criteria that may render the evaluation a mechanical exercise more than a professional assessment of the proposals. The weight given to experience can be relatively modest, since this criterion has already been taken into account when short-listing the consultant. More weight shall be given to the methodology in the case of more complex assignments (for example, multidisciplinary feasibility or management studies).

2.20 Only the key experts should be evaluated. Since they ultimately determine the quality of performance, more weight shall be assigned to this criterion if the proposed assignment

<sup>36</sup> Transfer of knowledge may be the main objective of some assignments; in such cases, it shall be indicated in the TOR and, only with Bank prior no objection, may be given a higher weight to reflect its importance.

<sup>37</sup> As reflected by the participation of nationals among key experts (whether presented by foreign or national firms), and calculated as the ratio of key national experts' time (in person-months) to the total number of key experts' time (in person-months) in the proposal.

is complex. The Borrower shall review the qualifications and experience of proposed key experts in their *curricula vitae*, which must be accurate, complete, and signed by an authorized official of the consulting firm and the individual proposed. The individuals shall be rated in the following three sub-criteria, as relevant to the task:

- (a) general qualifications: general education and training, length of experience, positions held, previous assignments as team expert, experience in developing countries, and so forth;
- (b) adequacy for the assignment: education, training, and experience in the specific sector, field, subject, and so forth, relevant to the particular assignment; and
- (c) experience in the region: knowledge of the local language, culture, administrative system, government organization, and so forth.

2.21 Borrowers shall evaluate each proposal on the basis of its responsiveness to the TOR. A proposal shall be considered unsuitable and shall be rejected at this stage if it fails to comply with important aspects described in the RFP. Technical proposals containing any material financial information shall be declared nonresponsive.

2.22 The members of the evaluation committee shall evaluate proposals in accordance with the evaluation criteria specified in the RFP, independently of each other, and without any external influence from any person or entity. A proposal shall be rejected if it fails to achieve the overall minimum technical score specified in the RFP. At the end of the evaluation process, the Borrower shall prepare a Technical Evaluation Report using the Bank's standard form of evaluation report or another report acceptable to the Bank. The report shall substantiate the results of the evaluation and justify the total technical scores assigned to each proposal by describing the relative strengths and weaknesses of the proposals. Large differences in the individual scores given to a proposal for the same criterion or sub-criterion by different members shall be addressed and a justification be provided in the technical evaluation report. In the case of contracts subject to prior review, the technical evaluation report including the detailed evaluation sheets of each committee member shall be submitted to the Bank for its review and no objection. All records relating to the evaluation, such as individual score sheets, shall be retained in accordance with paragraphs 2(k) and 5 of Appendix I.

### Opening of Financial Proposals and Evaluation of Cost

2.23 After the Technical Evaluation Report is completed (and for prior review contracts, after the Bank has issued its no objection), the Borrower shall inform consultants whose proposals did not meet the minimum qualifying technical score or were considered nonresponsive to the RFP and TOR that their financial proposals will be returned unopened after the signature of the contract. In addition, the Borrower shall inform each of the above consultants of their overall technical score as well as scores obtained for each criterion and sub-criterion if any. The Borrower shall simultaneously notify the consultants that have secured the minimum overall technical score of the date, time, and place set for





opening the financial proposals. The opening date shall be set allowing sufficient time for consultants to make arrangements to attend the opening of the financial proposals. The financial proposals shall be opened in the presence of representatives of the consultants who choose to attend (in person or online). The name of the consultant, the technical scores, including the break-down by criterion, and the offered total prices shall be read aloud (and posted online when electronic submission of proposals is used) and recorded when the financial proposals are opened. The Borrower shall also prepare the minutes of the opening and a copy of this record shall be promptly sent to the Bank and to all consultants who submitted proposals.

2.24 The Borrower shall then evaluate and compare the financial proposals in accordance with the following procedures. Prices shall be converted to a single currency selected by the Borrower (local currency or fully convertible foreign currency) as stated in the RFP. The Borrower shall make this conversion by using the selling (exchange) rates for those currencies quoted by an official source (such as the Central Bank) or by a commercial bank or by an internationally circulated newspaper for similar transactions. The RFP shall specify the source of the exchange rate to be used and the date of that exchange rate, provided that the date shall not be earlier than four weeks prior to the deadline for submission of proposals, nor later than the original date of expiration of the period of validity of the proposal. For a time-based contract,<sup>38</sup> any arithmetical errors shall be corrected, and prices shall be adjusted if they fail to reflect all inputs that are included in the respective technical proposals. For a lump-sum contract, the consultant is deemed to have included all prices in its financial proposal, so neither arithmetical corrections nor price adjustments shall be made, and the total price, net of taxes understood as per paragraph 2.25 below, included in the financial proposal shall be considered as the offered price.

2.25 For the purpose of evaluation, the offered prices shall exclude local identifiable indirect taxes<sup>39</sup> on the contract and income tax payable to the country of the Borrower on the remuneration of services rendered in the country of the Borrower by non-resident experts and other personnel of the consultant. In exceptional circumstances, when indirect taxes cannot be fully identified by the Borrower when evaluating the financial offers, the Bank may agree that prices, for the purpose of evaluation only, include all taxes payable to the country of the Borrower. The offered total price shall include all consultants' remuneration and other expenses such as travel, translation, report printing, or secretarial expenses. The proposal with the lowest offered total price may be given a financial score of 100 (one hundred) and other proposals given financial scores that are inversely proportional to their prices. Alternatively, a directly proportional or other methodology

<sup>38</sup> Refer to Section IV on forms of contracts.

<sup>39</sup> All indirect taxes levied on the contract invoices, at National, State (or Provincial), and Municipal levels, such as sales tax, VAT, excise tax, and similar taxes and levies.