CLASSIFICATION: PUBLIC

GUIDELINES

SELECTION AND EMPLOYMENT OF CONSULTANTS

UNDER IBRD LOANS AND IDA CREDITS & GRANTS BY WORLD BANK BORROWERS

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Paragraph 3.14 – **Procurement under loans Guaranteed by the Bank** has been revised to include provisions for payment obligations.

I. Introduction 1

1.1 Purpose 1
1.4 General Considerations 2
1.7 Applicability of Guidelines 2
1.9 Conflict of Interest 3
1.10 Unfair Competitive Advantage 4
1.11 Eligibility 5
1.14 Advance Contracting and Retroactive Financing 6
1.15 Associations between Consultants 6
1.16 Bank Review, Assistance, and Monitoring 7
1.19 Misprocurement 7
1.20 Reference to the Bank 8
1.21 Training or Transfer of Knowledge 8
1.22 Language 9
1.23 Fraud and Corruption 9
1.25 Procurement Plan 12

II. Quality- and Cost-Based Selection (QCBS) 13

2.1 The Selection Process 13
2.3 Terms of Reference (TOR) 13
2.4 Cost Estimate (Budget) 14
2.5 Advertising 14
2.6 Short List of Consultants 15
2.9 Preparation and Issuance of the Request for Proposals (RFP) 16
2.10 Letter of Invitation (LOI) 16
2.11 Instructions to Consultants and Data Sheet (ITC) 16
2.12 Contract 17
2.13 Receipt and Opening of Proposals 17
2.14 Clarification or Alteration of Proposals 18
2.15 Evaluation of Proposals: Consideration of Quality and Cost 18
2.16 Evaluation of the Quality 18
2.23 Opening of Financial Proposals and Evaluation of Cost 20
2.26 Combined Quality and Cost Evaluation 22
2.27 Negotiations and the Award of Contract 22
2.31 Publication of the Award of Contract 23
2.32 Debriefing by the Borrower 23
2.33 Rejection of All Proposals, and Re-invitation 23
2.35 Confidentiality 24

III. Other Methods of Selection 25

3.1 General 25
3.2 Quality-Based Selection (QBS) 25
3.5 Selection under a Fixed Budget (FBS) 26
3.6 Least-Cost Selection (LCS) 26

3.7 Selection Based on the Consultants' Qualifications (CQS) 27
3.8 Single-Source Selection (SSS) 27
3.12 Use of Country Systems 28
3.13 Selection of Consultants in Loans to Financial Intermediary Institutions and Entities 28
3.14 Procurement under Loans and Payment Obligations Guaranteed by the Bank 29
3.15 Selection of Particular Types of Consultants 29

IV. Types of Contracts and Important Provisions 32

4.1 Types of Contracts 32
4.6 Important Provisions 33

V. Selection of Individual Consultants 36

Appendix 1: Review by the Bank of the Selection of Consultants and Publication of Awards of Contracts 38

1. Scheduling the Selection Process 38
2. Prior Review 38
5. Post Review 40
6. Change from Post Review to Prior Review 41
7. Publication of Awards of Contracts 41
8. Due Diligence concerning the Bank's Sanctions Policies and Procedures 42

Appendix 2: Instructions to Consultants and Data Sheet (ITC) of the RFP 43

Appendix 3: Guidance to Consultants 45

1. Purpose 45
2. Responsibility for the Selection of Consultants 45
3. Bank's Role 45
5. Information on Consultant Services 46
7. Consultants' Role 46
10. Confidentiality 47
11. Action by the Bank 47
15. Debriefing by the Bank 48

Acronyms

CDD	Community Driven Development
CPAR	Country Procurement Assessment Report
CQS	Selection Based on Consultants' Qualifications
EOI	Expression of Interest
FBS	Selection under a Fixed Budget
FPA	Fiduciary Principles Accord
IBRD	International Bank for Reconstruction and Development (World Bank)
ICSID	International Centre for Settlement of Investment Disputes
IDA	International Development Association
IDC	Indefinite Delivery Contract
IFC	International Finance Corporation
INT	Integrity Vice Presidency
ITC	Instructions to Consultants
LCS	Least-Cost Selection
LOI	Letter of Invitation
MDTF	Multi Donor Trust Fund
MIGA	Multilateral Investment Guarantee Agency
MOS	Monthly Operational Summary
NGO	Nongovernmental Organization
PAD	Project Appraisal Document
PPA	Project Preparation Advance
PPR	Procurement Post Review
PID	Project Information Document
QBS	Quality-Based Selection
QCBS	Quality- and Cost-Based Selection
REOI	Request for Expressions of Interest
RFP	Request for Proposal
SA	Special Account
SSS	Single-Source Selection
SWAp	Sector Wide Approach
TOR	Terms of Reference
UCS	Use of Country Systems
UN	United Nations
UNDB	United Nations Development Business

I. INTRODUCTION

Purpose

1.1 The purpose of these Guidelines is to define the Bank's policies and procedures for selecting, contracting, and monitoring consultants required for projects that are financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD), a credit or a grant from the International Development Association (IDA),[1] a project preparation advance (PPA), a grant from the Bank, or a trust fund[2] administered by the Bank and executed by the recipient.

1.2 The Loan Agreement governs the legal relationships between the Borrower and the Bank, and these Guidelines apply to the selection and employment of consultants for the project as provided in the Loan Agreement. The rights and obligations of the Borrower[3] and the consultant are governed by the specific Request for Proposals (RFP)[4] issued by the Borrower and by the contract signed by the Borrower with the consultant, and not by these Guidelines or the Loan Agreement. No party other than the parties to the Loan Agreement shall derive any rights therefrom or have any claim to loan proceeds.

1.3 For the purpose of these Guidelines, the term "consultants" includes a wide variety of private and public entities, including consulting firms, engineering firms, Construction Managers, management firms, Procurement Agents, inspection service providers, auditors, United Nations (UN) agencies and other multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations (NGOs), and individuals.[5] Bank Borrowers use these entities as consultants to help in a wide range of activities, such as policy advice; institutional reforms; management; engineering services; construction supervision; financial services; procurement services; social and environmental studies; and identification, preparation, and implementation of projects to complement Borrowers' capabilities in these areas.

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[1] Requirements of IBRD and IDA are identical. References in these Guidelines to "*the Bank"* include both *IBRD* and *IDA*, and references to "*loans"* include IBRD loans, as well as IDA credits or grants, grants from the Bank, trust funds administered by the Bank and executed by the recipient, and project preparation advances (PPAs).
References to "*Loan Agreement"* include the legal agreement between the Bank and Borrower, and may include the project agreement between the Bank and project implementing entity.
References to "*Borrower*" include loan, credit, grant, and PPA recipients that execute such projects, and may include sub-borrowers or project implementing entities.

[2] To the extent that the agreement providing for such trust funds or grants to be administered by the Bank does not conflict with these provisions as exceptions, including under the UN Fiduciary Principles Accord (FPA) or a Multi Donor Trust Fund (MDTF) in emergency situations.

[3] In some cases, the Borrower acts only as an intermediary, and the project is carried out by another agency or entity. References in these Guidelines to the Borrower include such agencies and entities, as well as Sub-Borrowers under "on-lending arrangements."

[4] See Appendix 2.

[5] See paragraphs 3.15 -3.21 for particular types of consultants, and Section V for individual consultants.

General Considerations

1.4 The Borrower is responsible for preparing and implementing the project, and therefore for selecting the consultant, and awarding and subsequently administering the contract. The Bank, for its part, is required by its Articles of Agreement (Bank's Articles of Agreement, Article III, Section 5(b); and IDA's Articles of Agreement, Article V, Section 1(g)) to "ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations," and it has established detailed procedures for this purpose. While the specific rules and procedures to be followed for employing consultants depend on the circumstances of the particular case, five main considerations guide the Bank's policy on the selection process:

(a) the need for high-quality services,

(b) the need for economy and efficiency,

(c) the need to give all eligible consultants an opportunity to compete in providing the services financed by the Bank,

(d) the Bank's interest in encouraging the development and use of national consultants in its developing member countries, and

(e) the need for transparency in the selection process.

1.5 The Bank considers that, in the majority of cases, these considerations can best be addressed through competition among qualified short-listed firms in which the selection is based on the quality of the proposal and, where appropriate, on the cost of the services to be provided. Sections II and III of these Guidelines describe the different methods of selection of consultants accepted by the Bank and the circumstances in which they are appropriate. Since Quality- and Cost-Based Selection (QCBS) is the most commonly recommended method, Section II of these Guidelines describes in detail the procedures for QCBS. However, QCBS is not the most appropriate method of selection for all cases; therefore, Section III describes other methods of selection and the circumstances in which they are more appropriate.

1.6 The particular methods that may be followed for the selection of consultants under a given project are provided for in the Loan Agreement. The specific contracts to be financed under the project, and their method of selection, consistent with the provisions of the Loan Agreement, shall be specified in the Procurement Plan as indicated in paragraph 1.25 of these Guidelines.

Applicability of Guidelines

1.7 The consulting services to which these Guidelines apply are of an intellectual and advisory nature. These Guidelines do not apply to other types of services for which the

physical aspects of the activity predominate, are bid and contracted on the basis of performance of a measurable physical output, and for which performance standards can be clearly identified and consistently applied, such as drilling, aerial photography, satellite imagery, mapping, and similar operations, as well as construction of works, manufacture of goods, and operation and maintenance of facilities or plant.[6]

1.8 The principles, rules, and procedures outlined in these Guidelines apply to all contracts for consulting services financed in whole or in part from Bank loans.[7] The provisions described under this Section I apply to all other Sections of these Guidelines. In procuring consulting services not financed from such sources but included in the project scope of the loan agreement, the Borrower may adopt other rules and procedures. In such cases, the Bank shall satisfy itself that: (a) the procedures to be used will fulfill the Borrower's obligations to diligently and efficiently implement the project, and will result in the selection of consultants who have the required qualifications; (b) the selected consultant will carry out the assignment in accordance with the agreed schedule; and (c) the scope of the services is consistent with the needs of the project.

Conflict of Interest

1.9 Bank policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Borrower. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

(a) Conflict between consulting activities and procurement of goods, works, or non-consulting services (i.e., services other than consulting services covered by these Guidelines[8]): A firm that has been engaged by the Borrower to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide

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[6] These latter services are bid and contracted on the basis of performance of measurable physical outputs and procured in accordance with the current *Guidelines: Procurement of Goods,Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants*, referred to herein as the "*Procurement Guidelines*".

[7] This includes the selection of consultants by a Procurement Agent or Construction Manager employed by the Borrower under paragraph 3.17 of these Guidelines.
The Bank may agree to the use of the public procurement systems of the Borrower country — referred to as the Use of Country System (UCS)—for the selection of consultants (including individuals) under paragraph 3.12 of these Guidelines. In such cases, the Loan Agreement between the Borrower and the Bank shall describe the applicable selection procedures of the Borrower, and the full application of Section I and any other parts of these Guidelines as may be deemed relevant by the Bank.

[8] See paragraph 1.7 of these Guidelines.

consulting services for the preparation (before Loan effectiveness) or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.

(b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(c) Relationship with Borrower's staff: Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the contract.

(d) A consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

Unfair Competitive Advantage

1.10 Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Borrower shall make available to all the short-listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

Eligibility

1.11 To foster competition, the Bank permits consultants (firms and individuals) from all countries to offer consulting services for Bank-financed projects.[9] 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.[10]

(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.

[9] The Bank permits firms and individuals from Taiwan, China to offer consulting services for Bank-financed projects.

[10] 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 contact 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[11]; 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[12] 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

[11] 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.

[12] 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[13] or long lists[14] 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

[13] Short List: see paragraph 2.6, 2.7, and 2.8.

[14] 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[15] 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[16] 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]."

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,

[15] See paragraph 1.25.

[16] 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".[17] 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.[18] In pursuance of this policy, the Bank:

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

[17] 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.

[18] 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;[19]

(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;[20]

(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;[21]

(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;[22]

(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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[19] 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.

[20] 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.

[21] 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.

[22] 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,[23] 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[24] 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

[23] 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.

[24] 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.[25] 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[26] 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[27] 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.

[25] 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."

[26] 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 (SWAps), 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.*

[27] 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.[28] 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.[29] In addition, assignments expected to cost more than US$300,000 shall be advertised in *UNDB online.*[30] 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

[28] *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; e-mail: dbsubscribe@un.org). World Bank External Website: www.worldbank.org.

[29] In addition, at the option of the Borrower, in the National Language as defined under paragraph 1.22.

[30] 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;[31] 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,[32] 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 (SWAps)[33] (in which government and/or donor funds are pooled) as the threshold below which short lists will be composed entirely of national

[31] 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.

[32] 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 assesments 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.

[33] SWAps 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).[34] 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.

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-

[34] 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[35] 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.

[35] 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:[36]	0 to 10
Participation by national experts:[37]	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

[36] 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.

[37] 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 1.

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,[38] 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[39] 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

[38] Refer to Section IV on forms of contracts.

[39] 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.

may be used in allocating the scores to the financial proposals. The methodology to be used shall be described in the RFP.

Combined Quality and Cost Evaluation

2.26 The total score shall be obtained by weighting the quality and cost scores and adding them. The weight for the "cost" shall be chosen, taking into account the complexity of the assignment and the relative importance of quality. Except for the type of services specified in Section III, the weight for cost shall normally be 20 (twenty) points out of a total score of 100 (one hundred). The proposed weightings for quality and cost shall be specified in the RFP. The firm obtaining the highest total score shall be invited for negotiations.

Negotiations and the Award of Contract

2.27 Negotiations shall include discussions of the TOR, the methodology, Borrower's inputs, and special conditions of the contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, and the relevance of the initial evaluation be affected. Major reductions in work inputs should not be made solely to meet the estimated cost or available budget. The final TOR and the agreed methodology shall be incorporated in the "Description of Services" which shall form part of the contract.

2.28 The selected firm should not be allowed to substitute key experts, unless both parties agree that undue delays in the selection process make such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.[40] If this is not the case and if it is established that key experts were included in the proposal without confirming their availability, the firm may be disqualified and the process continued with the next ranked firm. The key experts proposed for substitution shall have qualifications equal to or better than the key experts initially proposed.[41]

2.29 Financial negotiations shall include clarification of the consultants' tax liability in the Borrower's country (if any) and how this tax liability has been or would be reflected in the contract. Payments under lump-sum contracts are based on the delivery of outputs (or products), hence the offered price shall include all costs (experts' time, overhead, travel, hotel, etc.). Consequently, if the selection method for a lump-sum contract included cost as a factor in evaluation, the offered price shall not be negotiated. In the case of time-based contracts, payment is based on inputs (experts' time and reimbursables) and the offered price shall include experts' rates and an estimation of the amount of reimbursables. When the selection method includes cost as a factor in evaluation, negotiations of experts' rates shall not take place, except in special circumstances, like for example, experts' rates offered are much higher than typically charged rates by consultants for similar contracts.

[40] Defining realistic proposal validity periods in the RFP and carrying out an efficient evaluation minimizes this risk.

[41] Refer to Appendix 2 paragraph 1(p) for more details.

Consequently, the prohibition of negotiation does not preclude the right of the client to ask for clarifications, and, if the fees are very high, to ask for their change, after due consultation with the Bank. Reimbursables are to be paid on actual expenses incurred at cost upon presentation of receipts and therefore are not subject to negotiations. However, if the client wants to define ceilings for unit prices of certain reimbursables (like travel or hotel rates), they should indicate the maximum levels of those rates in the RFP or define a per diem in the RFP.

2.30 If the negotiations with the highest ranked consultant fail, the Borrower shall inform the concerned consultant in writing of all pending issues and disagreements, and provide them a final opportunity to respond in writing. Contract negotiations shall not be terminated only for budget considerations. If there is still disagreement, the Borrower shall inform the consultant in writing of its intention to terminate negotiations. Negotiations may then be terminated after obtaining the Bank's no objection, and the next ranked consultant invited for negotiations. The Borrower shall furnish to the Bank for review the minutes of negotiations and all relevant communications, as well as the reasons for such termination. Once negotiations have commenced with the next ranked firm, the Borrower shall not reopen the earlier negotiations. After negotiations are successfully completed and the Bank has issued its no objection to the initialed negotiated contract, the Borrower shall promptly notify other firms on the short list that they were unsuccessful.

Publication of the Award of Contract

2.31 The procedure for publication of the award of contract is specified in paragraph 7 of Appendix 1.

Debriefing by the Borrower

2.32 In the publication of contract award referred to in paragraph 2.31, the Borrower shall specify that any consultant who wishes to ascertain the grounds on which its proposal was not selected should request an explanation from the Borrower. The Borrower shall promptly provide in writing an explanation of why such proposal was not selected. If a consultant requests a debriefing meeting, the consultant shall bear all their costs of attending such a debriefing meeting.

Rejection of All Proposals, and Re-invitation

2.33 The Borrower will be justified in rejecting all proposals only if: (i) all proposals are nonresponsive because they fail to respond to important aspects of the TOR or present major deficiencies in complying with the TOR in accordance with paragraph 2.21; or (ii) all proposals fail to achieve the minimum technical score specified in the RFP; or (iii) if the offered price of the successful proposal is substantially higher than the available budget or a recently updated cost estimate. In the latter case, as an alternative to re-invitation, the feasibility of increasing the budget or scaling down the scope of services with the firm should be investigated in consultation with the Bank. However, in accordance with

paragraph 2.27, any substantial reduction in the scope of services will not be acceptable and will require a re-invitation. If cost is a factor in the evaluation for a time-based contract, the number of person-months proposed by the consultant may be negotiated, provided that it does not compromise quality or adversely affect the assignment. Even in such cases, the experts' rates shall not normally be negotiated, as per paragraph 2.29.

2.34 Before all the proposals are rejected and new proposals are invited, the Borrower shall notify the Bank, indicating the reasons for rejection of all proposals, and shall obtain the Bank's no objection before proceeding with the rejection and the new process. The new process may include revising the RFP, including the TOR, the short list, and the budget. These revisions shall be agreed upon with the Bank.

Confidentiality

2.35 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract, except as provided in paragraphs 2.23 and 2.30.

III. OTHER METHODS OF SELECTION

General

3.1 This Section describes the selection methods other than QCBS, and the circumstances under which they are acceptable. All provisions of Section II (QCBS) shall apply for other methods of selection under Section III unless a different provision has been specifically identified in Section III, in which case, the latter shall apply.[42] Borrowers shall use the applicable standard RFP issued by the Bank with minimal changes, acceptable to the Bank, as necessary to address project-specific conditions, except as otherwise provided in paragraphs 3.8, 3.12, 3.13, 3.14, and 3.15 of this Section.

Quality-Based Selection (QBS)

3.2 QBS is appropriate for the following types of assignments:

(a) complex or highly specialized assignments for which it is difficult to define precise TOR and the required input from the consultants, and for which the client expects the consultants to demonstrate innovation in their proposals (for example, country economic or sector studies, multi-sector feasibility studies, design of a hazardous waste remediation plant or of an urban master plan, financial sector reforms);

(b) assignments that have a high downstream impact and in which the objective is to have the best experts (for example, feasibility and structural engineering design of such major infrastructure as large dams, policy studies of national significance, management studies of large government agencies); and

(c) assignments that can be carried out in substantially different ways, such that proposals will not be comparable (for example, management advice, and sector and policy studies in which the value of the services depends on the quality of the analysis).

3.3 In QBS, the RFP may request submission of a technical proposal only (without the financial proposal), or request submission of both technical and financial proposals at the same time, but in separate envelopes (two-envelope system). The RFP shall provide either the estimated budget or the estimated time of key experts, specifying that this information is given as an indication only and that consultants shall be free to propose their own estimates.

[42] For example, a Borrower: (i) using a one-envelope rather than a two-envelope procedure under the QBS method; (ii) not indicating in the RFP the estimated number of person-months under an FBS method; (iii) not using an EOI under an SSS method or not advertising EOIs on UNDB under the CQS method; (iv) not using the Bank's standard RFP and form of contract for very small value contracts (refer to footnote 46) under methods such as CQS; (v) conducting price negotiations as allowed under a QBS, CQS, or SSS method, or Commercial Practices; (vi) selecting a consultant under the Use of Country Systems piloting program in accordance with paragraph 3.12; (vii) using a higher than 20% (twenty percent) price factor when hiring a Procurement Agent, an Inspection Agent, an Investment Bank, or an Auditor ; (viii) not following QCBS procedures under Commercial Practices; etc.

3.4 If technical proposals alone were invited, after evaluating the technical proposals using the same methodology as in QCBS, the Borrower shall ask the consultant with the highest ranked technical proposal to submit a detailed financial proposal. The Borrower and the consultant shall then negotiate the financial proposal[43] and the contract. All other aspects of the selection process shall be identical to those of QCBS, including the publication of the award of contract as described in paragraph 2.31 and paragraph 7 of Appendix 1, except that only the contract price of the winning firm is published. If consultants were requested to provide financial proposals initially together with the technical proposals, safeguards shall be built in as in QCBS to ensure that the financial proposal of only the selected firm is opened and the rest returned unopened, after the negotiations are successfully concluded.

Selection under a Fixed Budget (FBS)

3.5 This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The RFP shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. The TOR should be particularly well-prepared to make sure that the budget is sufficient for the consultants to perform the expected tasks. The RFP shall clearly indicate whether the budget includes taxes or levies payable in the Borrower country, and the price of any inputs provided by the client. The evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the financial proposals shall be opened as stipulated in paragraph 2.23. Proposals that exceed the indicated budget shall be rejected. The consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract. The award of contract shall be published as described in paragraph 7 of Appendix 1.

Least-Cost Selection (LCS)

3.6 This method is generally appropriate for selecting consultants for assignments of a standard or routine nature (audits, engineering design of noncomplex works, and so forth) where well-established practices and standards exist. Under this method, a "minimum" qualifying mark for the "quality" is established. Proposals, to be submitted in two envelopes, are invited from a short list. Technical proposals are opened first and evaluated. Those securing less than the minimum qualifying mark[44] are rejected, and the financial proposals of the rest shall be opened as stipulated in paragraph 2.23. The firm with the lowest price shall then be selected. Under this method, the minimum qualifying mark shall be established, understanding that all proposals above the minimum compete only on

[43] Financial negotiations under QBS include negotiations of all consultant's remuneration and other expenses.

[44] This method shall not be used as a substitute for QCBS and shall be used only for the specific cases of very standard and routine technical nature where the intellectual component is minor. For this method ,the minimum qualifying mark shall be 70 (seventy) points or higher.

"cost". The minimum qualifying mark shall be stated in the RFP. The award of contract shall be published as per paragraph 7 of Appendix 1.

Selection Based on the Consultants' Qualifications (CQS)

3.7 This method may be used for small[45] assignments or emergency situations declared by the Borrower and recognized by the Bank for which the need for issuing an RFP, and preparing and evaluating competitive proposals is not justified. In such cases, the Borrower shall prepare the TOR and obtain expressions of interest that include information on their experience and qualifications, eventually through an REOI as may be needed, from as many firms as possible, and at least three qualified firms with relevant experience. Firms having the required experience and competence relevant to the assignment shall be assessed and compared, and the best qualified and experienced firm shall be selected. Only the selected firm shall be asked to submit a combined technical and financial proposal and, if such proposal is responsive and acceptable, be invited to negotiate a contract. Both technical and financial aspects of the proposal may be negotiated. If the negotiations fail with the selected firm, the provisions of paragraph 2.30 apply. The minutes of negotiations shall be prepared and signed by both parties. Awards of contract shall be published as per paragraph 7 of Appendix 1.

Single-Source Selection (SSS)

3.8 Single-source selection of consultants does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases. The justification for single-source selection shall be examined in the context of the overall interests of the client and the project, and the Bank's responsibility to ensure economy and efficiency and provide equal opportunity to all qualified consultants.

3.9 Single-source selection may be appropriate in the following cases, and only if it presents a clear advantage over competition: (a) for tasks that represent a natural continuation of previous work carried out by the firm (see next paragraph); (b) in exceptional cases, such as, but not limited to, in response to natural disasters and for emergency situations both declared by the Borrower and recognized by the Bank; (c) for very small[46] assignments; or (d) when only one firm is qualified or has experience of exceptional worth for the assignment. In all such cases, the Borrower is not required to issue an RFP and shall submit to the Bank for its review and no objection the TOR of the assignment, a sufficiently detailed justification including the rationale for single-source selection instead of a competitive selection process, and the basis for recommending a

[45] 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.

[46] Dollar thresholds defining "*very small*" shall be determined in each case, taking into account the nature and complexity of the assignment, but shall not exceed US$100,000, other than in exceptional cases.

particular firm, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan.

3.10 When continuity for downstream work is essential, the initial RFP shall outline this prospect, and, if practical, the factors used for the selection of the consultant shall take the likelihood of continuation into account. Continuity in the technical approach, experience acquired, and continued professional liability of the same consultant may make continuation with the initial consultant preferable to a new competition subject to satisfactory performance in the initial assignment. For such downstream assignments, the Borrower shall ask the initially selected consultant to prepare technical and financial proposals on the basis of the TOR furnished by the Borrower, which shall then be negotiated.

3.11 If the initial assignment was not awarded on a competitive basis or was awarded under tied financing or if the downstream assignment is substantially larger in value, a competitive process acceptable to the Bank shall normally be followed in which the consultant carrying out the initial work is not excluded from consideration if it expresses interest. The Bank will consider exceptions to this rule only under special circumstances and only when a new competitive process is not practicable. The award of contract shall be published as per paragraph 7 of Appendix 1.

Use of Country Systems

3.12 The Use of Country Systems (UCS) refers to the methods for selecting consultants (including individuals) contemplated in the public procurement system in place in the country of the Borrower that have been determined to be acceptable to the Bank under the Bank's Use of Country Systems Piloting Program.[47] They may be used by Borrowers in pilot projects that have been approved by the Bank under such Piloting Program.

Selection of Consultants in Loans to Financial Intermediary Institutions and Entities

3.13 When the loan provides funds to a financial intermediary institution or entity (or its designated agency) to be on-lent to beneficiaries such as individuals, private sector enterprises, small and medium enterprises, or autonomous commercial enterprises of the public sector, for the partial financing of sub-projects, the selection of consultants is usually undertaken by the respective beneficiaries in accordance with well-established private sector procurement methods or commercial practices that shall be acceptable to the Bank.[48] When loan funds are on-lent to public sector beneficiaries or for large and complex

[47] The Piloting Program is described in the Board paper dated March 3 and March 25, 2008 entitled *Use of Country Systems in Bank-Supported Operations: Proposed Piloting Program* (R2008-0036 and 0036 and 0036/1) approved by the Bank's Board of Executive Directors on April 24, 2008.

[48] For other details, refer to paragraph 3.13 (Procurement in Loans to Financial Intermediary Institutions and Entities) of the *Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.*

assignments, consideration shall be given to the use of competitive methods set forth in these Guidelines.

Selection of Consultants under Loans and Payment Obligations Guaranteed by the Bank

3.14 If the Bank guarantees the repayment of a loan made by another lender, or guarantees the payment of a non-loan related government payment obligation, the consulting services financed by the said loan or said payment obligation shall be procured with due attention to principles and procedures that meet the requirements of paragraph 1.8. The Bank may conduct a review of the procurement transactions financed on this basis.

Selection of Particular Types of Consultants

3.15 *Selection of UN Agencies.* Agencies of the UN[49] may be single-sourced by Borrowers when they are uniquely or exceptionally qualified to provide technical assistance and advice in their area of expertise. The Bank may agree that UN agencies follow their own procedures for: (a) the selection of their sub-consultants and individual experts, and the supply of the minimum necessary goods to perform the contract; (b) small assignments as defined in footnote 45 of paragraph 3.7 of these Guidelines; and (c) under certain circumstances in response to natural disasters and for emergency situations declared by the Borrower and recognized by the Bank. The Borrower shall use the Bank's standard form of Agreement between a Borrower and a UN agency for the provision of technical assistance agreed by the Bank. The Borrower shall submit to the Bank for its no objection a complete justification and the draft form of Agreement with the UN agency before signing it. UN agencies shall not receive any preferential treatment when participating in a competitive selection process, except that Borrowers may accept the privileges and immunities granted to UN agencies and their staff under existing international conventions and may agree with UN agencies on special payment arrangements required according to the agency's charter, provided these are acceptable to the Bank. To neutralize the privileges of UN Agencies, as well as other advantages such as tax exemption, facilities, and special payment provisions, the QBS method, or the CQs method for small assignments (see footnote 45), shall be used.

3.16 *Use of Nongovernmental Organizations (NGOs).* NGOs are not for profit organizations that may be uniquely qualified to assist in the preparation, management, and implementation of projects, essentially because of their involvement and knowledge of local issues, community needs, and/or participatory approaches. NGOs may be included in the short list if they express interest and provided that the Borrower and the Bank are satisfied with their qualifications. For assignments that emphasize participation and

[49] An agency of the United Nations refers to the United Nations departments, specialized agencies and their regional offices (e.g., the PanAmerican Health Organization - PAHO), funds, and programmes.
The Borrower shall submit to the Bank for its no objection a complete justification and the draft form of agreement with the UN agency.

considerable local knowledge, the short list may entirely comprise NGOs. If so, an appropriate selection method (QCBS, FBS, LCS, or CQS), based on the nature, complexity, and size of the assignment, shall be followed, and the evaluation criteria shall reflect the unique qualifications of NGOs, such as local knowledge, scale of operation, and prior relevant experience. Borrowers may select the NGO on a single-source basis, provided the criteria outlined in paragraph 3.9 of these Guidelines are fulfilled.

3.17 *Procurement Agents and Construction Managers.* When a Borrower lacks the necessary organization, resources, or experience, it may be efficient and effective for it to employ, as its agent, a firm that specializes in handling procurement. When Procurement Agents are specifically used as "agents" handling the procurement of specific items and generally working from their own offices, they are usually paid a percentage of the value of the procurements handled, or a combination of such a percentage and a fixed fee. In such cases, Procurement Agents shall be selected using QCBS procedures with cost being given a weight up to 50% (fifty percent). However, when Procurement Agents provide only advisory services for procurement or act as "agents" for a whole project in a specific office for such project, they are usually paid on a time basis, and in such cases, they shall be selected following the appropriate procedures for other consulting assignments using QCBS procedures and time-based contract specified in these Guidelines. The Agent shall follow all the procurement procedures outlined in the Loan Agreement and in the Procurement Plan approved by the Bank on behalf of the Borrower, including use of Bank *Standard Request for Proposals*, review procedures, and documentation. The above provisions apply as well to Construction Managers.

3.18 *Inspection Services*. Borrowers may wish to employ inspection service providers to inspect and certify goods prior to shipment or on arrival in the Borrower country. The inspection usually covers the quality and quantity of the goods concerned and reasonableness of price. Inspection service providers shall be selected using QCBS procedures giving cost a weight up to 50% (fifty percent) and using a contract format with payments based on a percentage of the value of goods inspected and certified.

3.19 *Banks*. Investment and commercial banks, financial firms, and fund managers hired by Borrowers for the sale of assets, issuance of financial instruments, and other corporate financial transactions, notably in the context of privatization operations, shall be selected under QCBS. The RFP shall specify selection criteria relevant to the activity—for example, experience in similar assignments or network of potential purchasers—and the cost of the services. In addition to the conventional remuneration (called a "retainer fee"), the compensation includes a "success fee"; this fee can be fixed, but is usually expressed as a percentage of the value of the assets or other financial instruments to be sold. The RFP shall indicate that the cost evaluation will take into account the success fee, either in combination with the retainer fee or alone. If alone, a standard retainer fee shall be prescribed for all short-listed consultants and indicated in the RFP, and the financial scores shall be based on the success fee. For the combined evaluation (notably for large contracts), cost may be accorded a weight higher than recommended in paragraph 2.26.

The RFP shall specify clearly how proposals will be presented and how they will be compared.

3.20 *Auditors*. Auditors typically carry out auditing tasks under well-defined TOR and professional standards. They shall be selected according to QCBS, with cost as a substantial selection factor (40–50 points) or by the "Least-Cost Selection" outlined in paragraph 3.6. For small[50] assignments, the CQS method may be used.

3.21 *Service Delivery Contractors.* Projects may involve hiring large numbers of individuals who deliver services on a contract basis. Their selection, as individual consultants or through a firm, shall be carried out in accordance with Section V of these Guidelines. The job descriptions, minimum qualifications, terms of employment, the selection methods when through a contract with a firm, and the extent of Bank review of this documentation and methods shall be described in the project documentation. The contract shall be included in the Procurement Plan to be reviewed by the Bank.

[50] See footnote 45.

IV. TYPES OF CONTRACTS AND IMPORTANT PROVISIONS

Types of Contracts

4.1 *Lump-Sum Contract.*[51] This type of contract is used mainly for assignments in which the scope and the duration of the services and the required output of the consultants are clearly defined. It is widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, and so forth. Payments are linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, and software programs. The contract shall include a fixed price for the activities to be carried out by the consultant and shall not be subject to any price adjustment, except as provided in paragraph 4.7 of these Guidelines. Lump-sum contracts are easy to administer because they operate on the principle of fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones.

4.2 *Time-Based Contract.*[52] This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. It is widely used for complex studies, supervision of construction, advisory services, and most training assignments. Payments are based on agreed hourly, daily, weekly, or monthly rates for experts (who are normally named in the contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for experts include remuneration, social costs, overhead, profit, and, where appropriate, special allowances. The contract shall include a ceiling amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen services and duration, and a provision for price adjustment for inflation as provided in paragraph 4.7 of these Guidelines. Time-based contracts need to be closely monitored and administered by the client to ensure that the assignment is progressing satisfactorily and that payments claimed by the consultants are appropriate.

4.3 *Retainer and/or Contingency (Success) Fee Contract.* Retainer and contingency fee contracts are widely used when consultants (banks or financial firms) are preparing companies for sales or mergers of firms, notably in privatization operations. The remuneration of the consultant includes a retainer and a success fee, the latter being normally expressed as a percentage of the sale price of the assets.

4.4 *Percentage Contract.* These contracts are commonly used for procurement and inspection service providers. Percentage contracts directly relate the fees paid to the consultant to the estimated or actual project construction cost, or the cost of the goods

[51] Standard form of *Contract for Consultants' Services (Lump-Sum Remuneration)*.

[52] Standard form of *Contract for Consultants' Services (Complex Time-Based Assignments)*. These documents are available on the Bank's website at www.worldbank.org/procure.

procured or inspected. The contracts are negotiated on the basis of market norms for the services and/or estimated person-month costs for the services, or competitively bid. It should be borne in mind that in the case of architectural or engineering services, percentage contracts implicitly lack incentive for economic design and are hence discouraged. Therefore, the use of such a contract for architectural services is recommended only if it is based on a fixed target cost and covers precisely defined services (but not, for example, works supervision).

4.5 *Indefinite Delivery Contract (IDCs) or Price Agreement.* IDCs are used when Borrowers need to have quick and continuing access to "on call" specialized advisory services for a particular activity, the extent and timing of which cannot be defined in advance. IDCs are commonly used to retain "advisers", expert adjudicators, members of panels, or experts to participate in the design or implementation of sub-projects or complex tasks during the execution of Bank-financed projects (for example, dam panel, dispute resolution boards, institutional reforms, procurement advice, technical troubleshooting, evaluation of safeguard issues, and so forth), normally for a period of at least a year. The services are offered by qualified firms through a list of proposed experts they commit to make available in letters of intent in response to an REOI setting selection criteria focusing on the relevant qualifications and expertise of the required experts. Borrowers shall then establish a long list of qualified experts. The Borrower and the firms agree on pre-established fee rates to be paid for the experts and on standard conditions of contract, and payments are made on the basis of the time actually spent. Experts shall be selected from the long list on the basis of a "call off" request with specific TOR for the assignment, based on the qualitative evaluation/comparison of the CVs of the proposed experts or the fees level, and a specific contract is signed for each assignment.

Important Provisions

4.6 *Currency.* RFPs shall clearly state that firms may express the price for their services in any fully convertible currency. If the consultants wish to express the price as a sum of amounts in different foreign currencies, they may do so, provided the proposal includes no more than three foreign currencies. The Borrower may require consultants to state the portion of the price representing local costs incurred in the currency of the Borrower's country. Payment under the contract shall be made in the currency or currencies in which the payment is requested in the proposal.

4.7 *Price Adjustment.* To adjust the remuneration rates in a time-based contract for foreign and/or local inflation, a price adjustment provision shall be included in the contract if its duration is expected to exceed 18 (eighteen) months. Time-based contracts of a shorter duration may include a provision for price adjustment when local or foreign inflation is expected to be high and unpredictable. Lump-sum contracts shall not generally be subject to automatic price adjustment when their duration is expected to be less than 18 (eighteen) months, except for small-value multi-year contracts (for example, with auditors). The price of a lump-sum contract may be exceptionally amended when the scope

of the services is extended beyond what was contemplated in the original TOR and contract.

4.8 *Payment Provisions.* Payment provisions, including amounts to be paid, schedule of payments, and payment procedures, shall be agreed upon during contract negotiations. Payments may be made at regular intervals (as under time-based contracts) or for agreed outputs (as under lump-sum contracts). Payments for all advances (for example, for mobilization costs) shall be secured by an advance payment security or guarantee, except in the case of small value contracts as defined in footnote 34. If the amount of the advance is 10% (ten percent) of the contract amount or less, the Borrower may decide not to require such a security or guarantee, in which case this should be specified in the draft contract included in the RFP.

4.9 Payments shall be made promptly in accordance with the contract provisions. To that end:

(a) consultants can be paid directly by the Bank at the request of the Borrower or exceptionally through a Letter of Credit;

(b) only disputed amounts shall be withheld, with the remainder of the invoice paid in accordance with the contract; and

(c) the contract shall provide for the payment of financing charges if payment is delayed due to the client's fault beyond the time allowed in the contract; the rate of charges shall be specified in the contract.

4.10 *Proposal and Performance Securities, and Liquidated Damages.* Proposal and performance securities are not recommended for consultants' services, but shall, if required, be in a reasonable amount. Their enforcement is often subject to judgment calls, they can be easily abused, and they tend to increase the costs to the consulting industry without evident benefits, which are eventually passed on to the Borrower**.** In addition, because the timely delivery of services of an intellectual and advisory nature is contingent in many ways upon actions by the client, thereby rendering difficult establishing the sole responsibility of the consultant, when there are delays, the application of liquidated damages is not recommended for consulting services.

4.11 *Borrower's Contribution.* The Borrower may assign members of its own professional staff to the assignment in different capacities. The contract between the Borrower and the consultant shall give the details governing such staff, known as counterpart staff, as well as facilities that shall be provided by the Borrower, such as housing, office space, secretarial support, utilities, materials, and vehicles. The contract shall indicate measures the consultant can take if any of the items cannot be provided or have to be withdrawn during the assignment, and the compensation the consultant will receive in such a case.

4.12 *Conflict of Interest.* The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the client

under the contract. The contract shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in accordance with the requirements of paragraphs 1.9 and 1.10 of these Guidelines.

4.13 *Professional Liability.* The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Borrower will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the Borrower may in no case be limited to less than a multiplier of the total value of the contract to be indicated in the RFP and in the special conditions of the contract (the amount of such limitation will depend on each specific case);[53] and (c) any such limitation may deal only with the consultant's liability toward the client and not with the consultant's liability toward third parties.

4.14 *Substitution of Experts.* During an assignment, if substitution is necessary (for example, because of ill health or because an expert proves to be unsuitable or becomes otherwise ineligible), the consultant shall propose other experts of at least the same level of qualifications for approval by the Borrower.

4.15 *Applicable Law and Settlement of Disputes.* The contract shall include provisions dealing with the applicable law and the forum for the settlement of disputes. Consultants' contracts shall always include a clause for settlement of disputes. International commercial arbitration in a neutral venue has practical advantages over other methods for the settlement of disputes. Therefore, the Bank requires that Borrowers use this type of arbitration in contracts awarded to foreign consultants unless the Bank has specifically agreed to waive this requirement for justified reasons, such as equivalent national regulations and arbitration procedures. The Bank shall not be named an arbitrator or be asked to name an arbitrator.[54]

[53] The Borrower is encouraged to secure insurance for potential risks above these limits. The multiplier should be more than 1 (one). Where there may be no need for professional liability requirements, the Borrower shall explain the reasons in seeking the Bank's no objection to the RFP.

[54] It is understood, however, that officials of the International Centre for Settlement of Investment Disputes (ICSID) shall remain free to name arbitrators in their capacity as ICSID officials.

V. SELECTION OF INDIVIDUAL CONSULTANTS

5.1 Individual consultants[55] are employed on assignments for which (a) a team of experts is not required, (b) no additional outside (home office) professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement. When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a firm. When qualified individual consultants are unavailable or cannot sign a contract directly with a Borrower due to a prior agreement with a firm, the Borrower may invite firms to provide qualified individual consultants for the assignment.

5.2 Advertisement for seeking expressions of interest (EOI) is encouraged, particularly when the Borrower does not have knowledge of experienced and qualified individuals or of their availability, or the services are complex, or there is potential benefits from wider advertising, or if it is mandatory under national law. It may not, however, be required in all cases and should not take place for small value contracts.[56] All invitations for EOIs should specify selection criteria that are solely based on experience and qualifications.–When firms are invited to propose individual consultants, EOIs shall clarify that only the experience and qualifications of individuals shall be used in the selection process, and that their corporate experience shall not be taken into account, and specify whether the contract would be signed with the firm or the proposed individuals.

5.3 Individual consultants are selected on the basis of their relevant experience, qualifications, and capability to carry out the assignment. They do not need to submit proposals and shall be considered if they meet minimum relevant requirements which shall be determined by the Borrower on the basis of the nature and complexity of the assignment, and assessed on the basis of academic background and relevant specific experience, and, as appropriate, knowledge of local conditions such as national language, culture, administrative systems, and government organization. The selection shall be carried out through the comparison of the relevant overall capacity of at least three qualified candidates among those who have, directly or through a firm, expressed interest in the assignment or have been approached directly by the Borrower. Individuals selected to be employed by the Borrower shall be the most experienced and best qualified, and shall be fully capable of carrying out the assignment. The Borrower shall negotiate a contract with the selected individual consultant, or the firm as the case may be, after reaching

[55] Individual consultants whose services are required in the context of the Bank's UCS piloting program will be selected in accordance with the methodolgy referrred to in paragraph 3.12, and provided that the assignment falls below the ceiling determined by the Bank.

[56] Advertising for EOIs shall not normally take place for individual contracts below US$50,000. Such threshold shall, however, be determined in each case, taking into account the nature, complexity, and risks of the assignment.
The Bank may agree, if requested by the Borrower, that such assignments be subject to ineligibility for Bank financing of individuals of the Borrower country who are 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 individual has engaged in fraud or corruption and the judicial proceeding afforded the individual adequate due process.

agreement on satisfactory terms and conditions of the contract, including reasonable fees and other expenses.

5.4 The selection of individual consultants is normally not subject to prior review. The Borrower shall, however, obtain the Bank's no objection: (a) when it has not been able to compare at least three qualified candidates before hiring, in which case it shall provide the reasons; (b) before it invites firms to offer the services of individual consultants as per paragraph 5.1 of these Guidelines; (c) in case negotiations with the selected individual fail before proceeding to negotiate with the next best individual, or firm as the case may be; and (d) in case of single-source selection as per paragraph 5.6 of these Guidelines. The Bank also requires prior review of the selection of certain categories of individual consultants.[57]

5.5 When a contract is signed with a consulting firm to provide individual consultants, either its permanent staff or associates or other experts it may recruit, the conflict of interest provisions described in these Guidelines shall apply to the parent firm. No substitution of any individual who was initially proposed and evaluated shall be permitted, and in such a case, the contract will be signed with the next ranked consultant.

5.6 Individual consultants may be selected on a single-source basis with due justification in exceptional cases such as: (a) tasks that are a continuation of previous work that the consultant has carried out and for which the consultant was selected competitively; (b) assignments with a total expected duration of less than 6 (six) months; (c) urgent situations; and (d) when the individual is the only consultant qualified for the assignment. The Borrower shall submit to the Bank for its review and no objection the TOR of the assignment, a sufficiently detailed justification, including the rationale for single-source selection instead of a competitive selection process, and the basis for recommending a particular individual consultant in all such cases, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan.

[57] Those being hired for long-term technical assistance or advisory services for the duration of the project (above the prior review threshold set forth in the Loan Agreement or Procurement Plan), and (without regard to the prior review threshold) those being hired for legal work or project-related procurement activities. The prior review of TOR of individual consultants by the Bank is mandatory except as may be determined by the Bank Regional Procurement Managers for limited, simple, and small value assignments.

APPENDIX 1: REVIEW BY THE BANK OF THE SELECTION OF CONSULTANTS AND PUBLICATION OF AWARDS OF CONTRACTS

Scheduling the Selection Process

1. The Bank shall review[58] Procurement Plans and their updates prepared by the Borrowers in accordance with provisions under paragraph 1.25. They shall be consistent with the Project Implementation Plan, the Loan Agreement, and these Guidelines.

Prior Review

2. With respect to all contracts[59] that are subject to the Bank's prior review:

(a) Before inviting proposals, the Borrower shall furnish to the Bank for its review and no objection the proposed cost estimate and RFP (including the short list). The Borrower shall make such modifications to the short list and the documents as the Bank reasonably requests. Any further modification shall require the Bank's no objection before the RFP is issued to the short-listed consultants.[60]

(b) After the technical proposals have been evaluated, the Borrower shall furnish to the Bank, in sufficient time for its review, a technical evaluation report (prepared, if the Bank shall so request, by experts acceptable to the Bank pursuant to paragraph 2.16) and a copy of the proposals, if requested by the Bank. If the Bank determines that the technical evaluation is inconsistent with the provisions of the RFP, it shall promptly inform the Borrower and state the reasons for its determination; otherwise, the Bank shall issue a no objection to the technical evaluation. The Borrower shall also request the Bank's no objection if the evaluation report recommends rejection of all proposals.

(c) The Borrower may proceed with the opening of the financial proposals only after receiving the Bank's no objection to the technical evaluation. When cost is a factor in the selection of the consultant, the Borrower may then proceed with the financial evaluation in accordance with the provisions of the RFP. The Borrower shall furnish to the Bank the final evaluation report along with its recommendation of the successful consultant. The Borrower shall notify the firm that received the highest total score in the final evaluation of its intention to award the contract to the firm and shall invite the firm for negotiations. If the Bank notes any discrepancies in the financial evaluation pursuant to its own review or due to a complaint, it shall

[58] Paragraphs 11 to 15 of Appendix III set forth the actions taken by the Bank in response to communications from bidders, including bidder complaints and bidder requests for debriefing.

[59] The total value of the contract including all taxes and duties shall be the basis to determine whether a contract should be subject to prior or post review by the Bank.

[60] In the case of contracts to be awarded under paragraph 3.11 where a new competitive process is not practicable, the Borrower shall not initiate negotiations without first furnishing to the Bank for its consideration the required justification and receiving the Bank's no objection, and shall otherwise follow the requirements of this paragraph 2 above in all relevant respects.

promptly notify the Borrower which shall address promptly all issues raised to the satisfaction of the Bank before proceeding for negotiations with the successful consultant or suspend negotiations if already commenced. In such cases, further action shall not be taken until the Bank has given its no objection to the Borrower's recommendation.

(d) If the Borrower requires an extension of the validity of the proposals to complete the evaluation, obtain necessary internal clearances or Bank no objection, or make the award, it should seek the Bank's prior no objection for the first request of extension if such is for a period longer than four weeks, and for all subsequent requests for extension, irrespective of the duration of the period.

(e) If the Borrower receives complaints from consultants, it shall promptly send to the complainant an acknowledgment, and to the Bank for review and comments a copy of the complaint, the Borrower's comments on each issue raised in the complaint, and a copy of the proposed response to the complainant.

(f) If as a result of the analysis of a complaint, or any other reason, the Borrower changes its contract award recommendation, the reasons for such decision and a revised evaluation report shall be submitted to the Bank for no objection. The Borrower shall provide a republication of the contract award in the format of paragraph 7 of this Appendix. If the negotiations fail with the successful consultant, the Borrower shall furnish to the Bank for review the minutes of negotiations and reasons for failure. After completion of the procedure outlined in paragraph 2.30 of these Guidelines, and obtaining the Bank's no objection, the negotiations may be terminated and the next ranked firm be invited for negotiations.

(g) After negotiations are completed, or in the case of single-source selection, the Borrower shall furnish to the Bank, in sufficient time for its review, a copy of the negotiated contract proposed to be signed by the Borrower which has been initialed by the successful consultant. If the negotiated contract resulted in substitution of key experts or any changes in the TOR and original proposed contract, the Borrower shall highlight the changes and provide an explanation of why these changes are necessary and acceptable to the Borrower.

(h) If the Bank determines that the final evaluation report, the recommendation for award, and/or the negotiated contract are inconsistent with the provisions of the RFP, it shall promptly inform the Borrower and state the reasons for its determination. Otherwise, the Bank shall provide its final no objection to the contract award. The Borrower shall confirm the award and sign the contract only after receiving the no objection from the Bank.

(i) One conformed copy of the contract shall be furnished to the Bank promptly after its signing and prior to the submission to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract. When payments for the contract are to be made out of a Special Account (SA), a copy of the contract shall be

furnished to the Bank prior to the making of the first payment out of the SA in respect of such contract.

(j) The description and amount of the contract, together with the name and address of the consultant, except if an individual, shall be subject to public disclosure by the Bank in accordance with paragraph 2(i) above upon receipt of the signed copy of the contract from the Borrower.

(k) The Borrower shall retain all documentation with respect to each contract during project implementation until two years after the closing date of the Loan Agreement. This documentation would include, but not be limited to: (i) the signed original of each contract and all subsequent amendments or addenda; (ii) original proposals, all documents and correspondence related to the selection of and implementation of the contract, including those in support of the evaluation of the proposals (including individual score sheets), and the recommendation for award made to the Bank; and (iii) payment invoices or certificates. For contracts awarded on the basis of an SSS method, the documentation shall include the justification for using the method, the qualifications and experience of the selected consultant, and the signed original of the contract. The Borrower shall furnish such documentation to the Bank upon request for examination by the Bank or by its consultants/auditors.

3. *Modification of the Signed Contract.* In the case of contracts subject to prior review, before agreeing to: (a) an extension of the stipulated time for performance of a contract; (b) any substantial modification of the scope of services, substitutions of key experts, or other significant changes to the terms and conditions of the contract; or (c) the proposed termination of the contract, the Borrower shall seek the Bank's no objection. If the Bank determines that the proposed modifications would be inconsistent with the provisions of the Loan Agreement and/or Procurement Plan, it shall promptly inform the Borrower and state the reasons for its determination. A copy of all amendments to the contract shall be furnished to the Bank for its record.

4. *Translations.* If a contract is subject to prior review and is written in the National Language,[61] the Borrower has the responsibility to furnish to the Bank an accurate translation of the technical and combined evaluation reports and the initialed negotiated draft contract in the internationally used language specified in the RFP (English, French, or Spanish). An accurate translation shall also be furnished to the Bank for any subsequent modifications of such contracts.

Post Review

5. Procurement Post Reviews (PPRs) are normally carried out by the Bank. The Borrower shall retain all documentation with respect to each contract not governed by paragraph 2 of this Appendix during project implementation and up to two years after the

[61] Refer to paragraph 1.22.

closing date of the Loan Agreement. This documentation would include, but not be limited to, the signed original of the contract and all subsequent amendments or addenda, the original proposals, the technical evaluation report and the combined evaluation report, the recommendation for award, and the payment invoices or certificates for examination by the Bank or by its consultants/auditors. For contracts awarded on the basis of single-source selection, it shall include the record of justification, the qualifications and experience of the consultants, and the signed original of the contract. The Borrower shall also furnish such documentation to the Bank upon request. The Bank may declare misprocurement for any of the reasons provided in paragraph 1.19 of these Guidelines, including if it determines that the contract was not awarded in accordance with the agreed procedures and methods reflected in the Loan Agreement and further elaborated in the Procurement Plan to which the Bank gave its no objection, or the contract itself is not consistent with such procedures and methods. The Bank shall promptly inform the Borrower of the reasons for such determination. The Bank may also, depending on risks and the scope of the project (e.g., involving many small value and simple contracts), agree with the Borrower that they appoint independent entities to carry out PPRs, in accordance with terms, conditions and reporting procedures acceptable to the Bank. In such cases, the Bank will review the reports submitted by the Borrower, and retains its right to directly conduct post reviews during project implementation as may be needed.

Change from Post Review to Prior Review

6. A contract whose cost estimate was below the Bank's prior review threshold indicated in the Procurement Plan shall fall under prior review rather than post review if the financial offer of the selected firm exceeds such threshold. All related procurement documentation already processed, including the evaluation report and recommendation for award, shall be submitted to the Bank for its prior review and no objection before award of the contract. When, to the contrary, the financial offer of the selected firm falls below the prior review threshold, the prior review process shall continue. Under certain circumstances, the Bank may require the Borrower to follow a prior review process for a contract under the prior review threshold set in the Procurement Plan, for example, in the case of a complaint that the Bank has determined to be of a serious nature. Also, when the selection method requires change due to higher or lower cost estimates than previously assessed, the procurement plan shall be modified by the Borrower and submitted to the Bank for review and no objection.

Publication of Awards of Contracts

7. The Borrower shall publish information on *UNDB online* for all contracts when the short list included any foreign firm and all single-source selection contracts awarded to

foreign firms, and in the *National* press[62] all contracts where the short list comprises only National firms and all single-source selection contracts awarded to National firms. Such publication shall be within two weeks after receiving the Bank's no objection for award of the contract as per paragraphs 2(h) and 2(j) of this Appendix for contracts subject to the Bank's prior review, and within two weeks of successful negotiations with the selected firm for contracts subject to the Bank's post review. Publications shall include the following information as relevant and applicable for each method: (a) the names of all consultants in the short list, specifying those that submitted proposals; (b) the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant; (c) the prices offered by each consultant as read out and as they have been evaluated; (d) the final combined scores and the final ranking of the consultants; and (e) the name of the successful consultant and the total price, duration, and summary scope of the contract. The same information shall be sent to all consultants who have submitted proposals. The Bank will arrange the publication of the award of contracts under prior review on its external website upon receipt from the Borrower of a conformed copy of the signed contract in accordance with paragraph 2(i) above.

Due Diligence concerning the Bank's Sanctions Policies and Procedures

8. When conducting the evaluation of proposals, the Borrower shall check the eligibility of consultants from the lists of firms and individuals debarred and suspended, pursuant to paragraph 1.23(d) of these Guidelines and/or paragraph 1.16(d) of the Procurement Guidelines, by the Bank that are posted on the Bank's external website. The Borrower shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a firm or individual which has been sanctioned by the Bank after such contract was signed. The Borrower shall neither sign any new contracts nor sign an amendment, including any extension of time for completion, to an on-going contract with a suspended or debarred firm or individual after the effective date of the suspension or debarment without the Bank's prior review and no objection. The Bank will only finance additional expenditures if they were incurred before the completion date of the original contract or the completion date as revised: (i) for prior review contracts, in an amendment to which the Bank has given its no objection; and (ii) for post review contracts, in an amendment signed before the effective date of suspension or debarment. The Bank will not finance any new contract, or any amendment or addendum introducing a material modification to any existing contract that was signed with a suspended or debarred firm or individual on or after the effective date of suspension or debarment.

[62] In a national newspaper of wide circulation and/or in the official gazette, provided that it is of wide circulation, or on a widely used website or electronic portal with free national and international access, in the National Language as defined under paragraph 2.15.

APPENDIX 2: INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (ITC) OF THE RFP[63]

1. The Borrower shall use the standard RFPs issued by the Bank, which include the ITC, covering relevant instructions as applicable for most of the methods of selection. If under exceptional circumstances, the Borrower needs to amend the standard ITC, it shall do so through the technical data sheet and not by amending the main text. The ITC shall include adequate information on the following aspects of the assignment:

(a) a very brief description of the assignment;

(b) standard formats for the technical and financial proposals;

(c) the names and contact information of officials to whom clarifications shall be addressed and with whom the consultants' representative shall meet, if necessary;

(d) details of the selection procedure to be followed, including: (i) a description of the two-stage process, if appropriate; (ii) a listing of the technical evaluation criteria and weights given to each criterion; (iii) the details of the financial evaluation; (iv) the relative weights for quality and cost in the case of QCBS; (v) the minimum pass score for quality; and (vi) the details on the opening of financial proposals;

(e) an estimate of the level of key experts' inputs (in person-months) required of the consultants or the total budget, but not both;

(f) indication of minimum experience, academic achievement, and so forth, expected of key experts;

(g) details and status of any external financing;

(h) information on negotiations and financial and other information that shall be required of the selected firm during negotiation of the contract;

(i) the deadline for submission of proposals;

(j) currency(ies) in which the costs of services shall be expressed, compared, and paid;

(k) reference to any laws of the Borrower's country that may be particularly relevant to the proposed consultants' contract;

(l) a statement that the firm and any of its affiliates shall be disqualified from providing downstream goods, works, or services under the project if, in the Bank's judgment, such activities constitute a conflict of interest with the services provided under the assignment;

(m) the method in which the proposal shall be submitted, including the requirement that the technical proposals and financial proposals be sealed and submitted separately in a manner that shall ensure that the technical evaluation is not influenced by price;

[63] This Section does not apply in the case of contracts to be awarded using the UCS Piloting Program described in paragraph 3.12.

(n) a request that the invited firm (i) acknowledges receipt of the RFP and (ii) informs the Borrower whether or not it will be submitting a proposal;

(o) the short list of consultants being invited to submit proposals and whether or not associations between short-listed consultants are acceptable;

(p) the period for which the consultants' proposals shall be held valid and during which the consultants shall undertake to maintain, without change, the proposed key experts, and shall hold to both the proposed rates and total price; in case of extension of the proposal validity period, the right of the consultants not to maintain their proposal. If the consultants agree to extend the validity of their proposal, they shall do so without any change in their original proposals and also confirm the availability of all key experts as originally proposed except as provided hereunder. If any of the key experts is unavailable at this time and the consultants, while extending the validity of their proposal, request to replace such expert with another one, they shall provide adequate justification and evidence to the satisfaction of the Borrower. The proposal shall be rejected if it is established that the unavailable expert was proposed without his/her confirmation, if the provided reasons for the replacement or the justification is unacceptable, or the qualifications and experience of the replacement expert are not equal or better to those of the originally proposed expert. If acceptable, no other changes in the technical or financial proposal shall be permitted. The technical evaluation scores based on key experts, the financial proposals, and other details of the original proposal shall remain un-changed.

(q) the anticipated date on which the selected consultant shall be expected to commence the assignment;

(r) a statement indicating (i) whether or not the consultants' contract and personnel shall be tax-free or not; and if not, (ii) what the likely tax burden will be or where this information can be obtained in a timely basis and a statement requiring that the consultant shall include in its financial proposal a separate amount clearly identified, to cover taxes;

(s) if not included in the TOR or in the draft contract, details of the services, facilities, equipment, and staff to be provided by the Borrower;

(t) phasing of the assignment, if appropriate, and likelihood of follow-up assignments;

(u) the procedure to handle clarifications about the information given in the RFP; and

(v) any conditions for subcontracting part of the assignment.

APPENDIX 3: GUIDANCE TO CONSULTANTS

Purpose

1. This appendix provides guidance to consultants wishing to participate in Bank-financed consulting services.

Responsibility for the Selection of Consultants

2. The responsibility for the implementation of the project, and therefore for the payment of consulting services under the project, rests solely with the Borrower. The Bank, for its part, is required by its Articles of Agreement to ensure that funds are paid from a Bank loan only as expenditures are incurred. Disbursements of the proceeds of a loan or a grant are made only at the Borrower's request. The Borrower submits withdrawal applications to the Bank together with required supporting documentation to demonstrate that the funds have been or are being used in accordance with the Loan Agreement and the Procurement Plan.[64] As emphasized in paragraph 1.4 of these Guidelines, the Borrower is responsible for the selection and employment of consultants. It invites, receives, and evaluates proposals and awards the contract. The contract is between the Borrower and the Consultant. The Bank is not a party to the contract.

Bank's Role

3. As stated in these Guidelines (Appendix 1) the Bank reviews the RFP, the evaluation of proposals, award recommendations, and contract to ensure that the process is carried out in accordance with agreed procedures, as required in the Loan Agreement and further elaborated in the Procurement Plan. For all contracts subject to the Bank's prior review, the Bank reviews the documents before they are issued, as described in Appendix 1. Also, if at any time in the selection process (even after the award of contract) the Bank concludes that the agreed procedures were not followed in any substantial respect, the Bank may declare misprocurement, as described in paragraph 1.19. However, if a Borrower has awarded a contract after obtaining the Bank's no objection, the Bank will declare misprocurement only if the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower. Furthermore, if the Bank determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of the consultant, the Bank may impose the applicable sanctions set forth in paragraph 1.23 of these Guidelines.

4. The Bank publishes standard RFPs and contracts for different types of consulting services. As stated in paragraphs 2.9 and 2.12 of these Guidelines, it is mandatory for the Borrower to use these documents, with minimum changes acceptable to the Bank to

[64] For additional information about the Bank's disbursement policies and procedures see *The World Bank Disbursement Guidelines for Projects* and *Disbursement Handbook for World Bank Clients* (available on the Bank's website at www.worldbank.org/projects).

address project-specific issues. The Borrower finalizes and issues these documents as part of the RFP.

Information on Consultant Services

5. Information on consultant services, including a brief description of the nature of services, timing, estimated cost and experts' time inputs, and so forth, will be, in the first instance, included in the Project Information Document (PID), which describes projects under preparation. At the same time, similar information will also be included in the description of each project in the Monthly Operational Summary (MOS). Such information will be continuously updated. Each project requires the publication of a General Procurement Notice in the *United Nations Development Business* (UNDB online)[65] which will include a more detailed description of the required services, the client agency, and the budgeted cost. In the case of large-value contracts,[66] this will be followed by a specific notice seeking "expression of interest" in *UNDB online*. The Project Appraisal Document (PAD) will provide yet more detailed information.

6. The PID and the MOS are available on the Internet and from the InfoShop[67] in the Bank. The PAD is available after the loan is approved. UNDB is available through online subscription.

Consultants' Role

7. When consultants receive the RFP, and if they can meet the requirements of the TOR and the commercial and contractual conditions, they should make the arrangements necessary to prepare a responsive proposal (for example, visiting the country of the assignment, seeking associations, collecting documentation, setting up the preparation team). If the consultants find in the RFP documents—especially in the selection procedure and evaluation criteria—any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from the Borrower, in writing, within the period specified in the RFP for seeking clarifications.

8. In this connection, it should be emphasized that the specific RFP issued by the Borrower governs each selection, as stated in paragraph 1.2 of these Guidelines. If consultants feel that any of the provisions in the RFP are inconsistent with these Guidelines, they should also raise this issue with the Borrower.

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[65] *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; e-mail: dbsubscribe@un.org).

[66] Contracts expected to cost more than US$300,000 equivalent, except when the short list only comprises national consultants (see paragraphs 2.5 and 2.7 of these Guidelines).

[67] The InfoShop address is also the World Bank address: 1818 H Street, N.W., Washington, D.C. 20433, USA. The Project Database is available at www.worldbank.org/projects.

9. Consultants should ensure that they submit a fully responsive proposal including all the supporting documents requested in the RFP. It is essential to ensure accuracy in the *curricula vitae* of key experts submitted with the proposals. The *curricula vitae* shall be signed by the consultants and the individuals and dated. Once technical proposals are received and opened, consultants shall not be required nor permitted to change the substance, the key experts, and so forth. Noncompliance with important requirements will result in rejection of the proposal. Similarly, once financial proposals are received, consultants shall not be required or permitted to change the quoted fee and so forth, except at the time of negotiations carried out in accordance with the provisions of the RFP. If an extension of validity of proposals was the reason that key experts were not available for a company, a change of key experts with equivalent or better qualification might be possible as per paragraph 2.28 of these Guidelines and paragraph 1(p) of Appendix 2.

Confidentiality

10. As stated in paragraph 2.35, the process of proposal evaluation shall be confidential until the publication of contract award, except for the disclosure of the technical points as indicated in paragraphs 2.23 and 2.30. Confidentiality enables the Borrower and the Bank's reviewers to avoid either the reality or perception of improper interference. If, during the evaluation process, consultants wish to bring additional information to the notice of the Borrower, the Bank, or both, they should do so in writing.

Action by the Bank

11. If consultants wish to raise issues or questions about the selection process, they may send the Bank copies of their communications with the Borrower, or they may write to the Bank directly when the Borrower does not respond promptly or when the communication is a complaint against the Borrower. All such communications should be addressed to the Task Team Leader for the project, with a copy to the Country Director for the borrowing country and to the Regional Procurement Manager. Names of the Task Team Leaders are available in the PAD.

12. Communications received by the Bank from short-listed consultants prior to the closing date for submission of the proposal shall be, if appropriate, referred to the Borrower with the Bank's comments and advice for action or response.

13. Communications, including complaints, the Bank receives from consultants after the opening of the technical proposals will be handled as follows. In the case of contracts not subject to prior review by the Bank, any communication or its relevant extracts, as deemed appropriate, will be sent to the Borrower for due consideration and appropriate action. The Borrower shall provide all relevant documentation to the Bank for review and comments. In the case of contracts subject to prior review, the Bank shall examine the communication, in consultation with the Borrower, and if it needs additional information, shall request it

from the Borrower. If additional information or clarification is required from the consultant, the Bank shall ask the Borrower to obtain it and comment on or incorporate it, as appropriate, in the evaluation report. The Bank's review will not be completed until the communication is fully examined and considered. Communications received from consultants involving allegations of fraud and corruption[68] may warrant a different treatment due to reasons of confidentiality. In such cases, the Bank shall apply due care and discretion in sharing information deemed appropriate with the Borrower.

14. Besides acknowledging receipt of communications, the Bank shall not enter into discussion or correspondence with any consultant during the selection and review process, until award of the contract is published.

Debriefing by the Bank

15. If after contract award, a consultant wishes to ascertain the grounds on which its proposal was not selected, it should address its request to the Borrower as indicated in paragraph 2.32. If the consultant is not satisfied with the written explanation given and/or debriefing by the Borrower, and wishes to seek a meeting with the Bank, it may address the Regional Procurement Manager for the borrowing country, who will arrange a meeting at the appropriate level and with the relevant staff. The purpose of such meeting is only to discuss the consultant's proposal, and neither to reverse the Bank's position that has been conveyed to the Borrower nor to discuss the proposals of competitors.

[68] Reporting on suspected fraud and corruption can be done directly to the Bank Integrity Vice Presidency (INT) by email: investigations_hotline@worldbank.org; through the World Bank website; through the 24-hour hotline operated by a third party: toll free +1-800-831-0463, collect calls +1-704-556-7046 (interpreters are available, anonymous calls accepted); or by contacting INT at the Bank's Headquarter office in Washington, D.C.: +1-202-458-7677.