



# **THE WORLD BANK**

## **Procurement Regulations for IPF Borrowers**

### **PROCUREMENT IN INVESTMENT PROJECT FINANCING**

#### **Goods, Works, Non-Consulting and Consulting Services**

Fourth Edition  
November 2020



**THE WORLD BANK**  
IBRD • IDA

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Those wishing to submit comments or questions on these Regulations or to obtain additional information on procurement under World Bank-financed projects are encouraged to contact:

Procurement Policy and Services Group  
Operations Policy and Country Services Vice Presidency  
The World Bank, 1818 H Street, NW Washington, D.C., 20433, U.S.A.

# Foreword

Welcome to the World Bank Procurement Regulations for IPF Borrowers (Regulations).

Our vision is:

***“Procurement in IPF operations supports Borrowers to achieve value for money with integrity in delivering sustainable development”***

The Regulations have been written to support this vision, and reflect the extensive feedback received from stakeholders involved in IPF procurements financed by the World Bank. They are designed to support a modern, fit for purpose procurement framework. The Regulations detail many options to tailor individual procurement processes to meet operational needs and deliver the right result.

Borrowers using the Regulations spend billions each year procuring the works, services, or goods they need from third-party suppliers, contractors and consultants. Procurements under these Regulations happen in over 170 countries across the globe. They cover diverse locations and some challenging operating environments. Procurements range from highly complex infrastructure, cutting edge consultancy, major pieces of plant/equipment, high tech information technology, research and development, and critical supplies, to simple, routine goods and services. Therefore, these Regulations must be practical, in all situations, to ensure the correct procurement approach is used to deliver the right results.

The Regulations are guided by the following core procurement principles: value for money, economy, integrity, fit for purpose, efficiency, transparency and fairness.

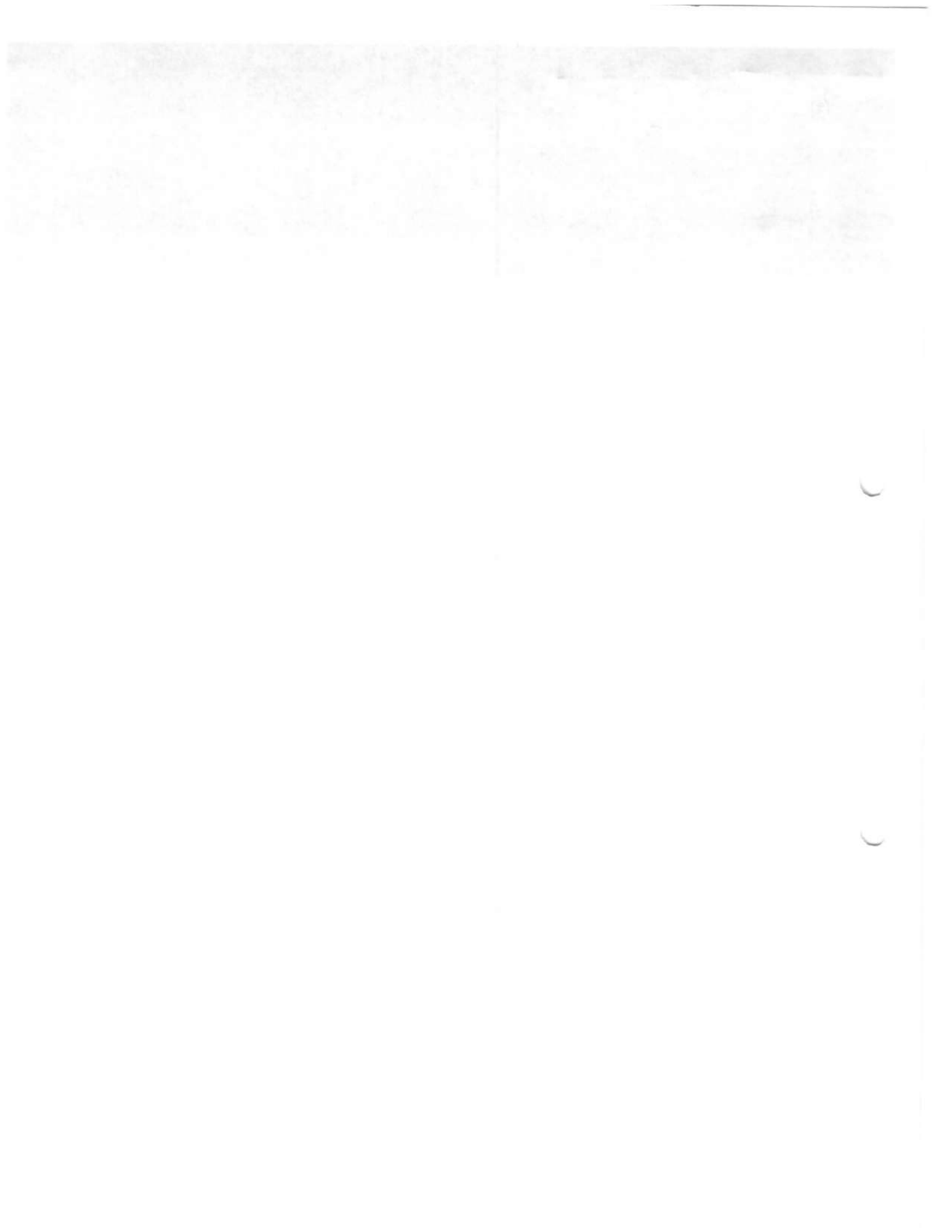
In supporting the core procurement principles, the Regulations provide many choices for Borrowers to design the right approach to market. The Regulations also specify the rules that must be followed, so that it is easier, for all those involved, to understand the procurement process.

Complementing the Regulations are a series of Standard Procurement Documents (SPDs), Guidance, and a set of briefing, training and e-learning materials - all accessible through:

[www.worldbank.org/procurement](http://www.worldbank.org/procurement).

Undertaking any procurement can be a challenging prospect. The World Bank is there to support its Borrowers as needed. For more information please contact your local World Bank representative, or see [www.worldbank.org/procurement](http://www.worldbank.org/procurement).

We wish you every success in using these Regulations, and look forward to supporting you to deliver your project development objectives.



## Common Abbreviations and Defined Terms

This section explains the common abbreviations and defined terms that are used in these Regulations. Defined terms are written using capital letters.

Abbreviation / term	Full terminology / definition
<b>Annex</b>	An Annex to these Procurement Regulations for Borrowers.
<b>Applicant</b>	A firm or joint venture that submits an Application in response to an Invitation for Prequalification or Initial Selection.
<b>Application</b>	A document submitted by an Applicant in response to an invitation for Prequalification or Initial Selection.
<b>BAFO</b>	Best and final offer.
<b>Bank</b>	IBRD and/or IDA (whether acting on its own account or in its capacity as administrator of trust funds provided by other donors).
<b>Bid</b>	An offer, by a firm or joint venture, in response to a Request for Bids, to provide the required Goods, Works or Non-consulting Services.
<b>Bidder</b>	A firm or joint venture that submits a Bid for Goods, Works, or Non-consulting Services in response to a Request for Bids.
<b>BOO</b>	Build, own, operate.
<b>BOOT</b>	Build, own, operate and transfer.
<b>Borrower</b>	A borrower or recipient of Investment Project Financing (IPF) and any other entity involved in the implementation of a project financed by IPF.
<b>BOT</b>	Build, operate, and transfer.
<b>Business Day</b>	Any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
<b>CDD</b>	Community-driven development.
<b>CIP</b>	Incoterm meaning Carriage and Insurance Paid to (named place of destination).
<b>Competitive Dialogue</b>	A selection method for Goods, Works or Non-consulting Services described in Paragraphs 6.39 to 6.41 and Annex XIII.
<b>Complaint</b>	A procurement-related complaint as described in Paragraphs 3.27 to 3.32 and Annex III, Procurement-related Complaints.

Abbreviation / term	Full terminology / definition
<b>Consultant</b>	A variety of private and public entities, joint ventures, or individuals that provide services of an advisory or professional nature. Where the Consultant is an individual they are not engaged by the Borrower as an employee.
<b>Consulting Services</b>	Covers a range of services that are of an advisory or professional nature and are provided by Consultants.  These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consulting Services include, for example: feasibility studies, project management, engineering services, finance and accounting services, training and development.
<b>Contract Award Notice</b>	The published award of contract notice as described Paragraphs 5.93 to 5.95.
<b>Core Procurement Principles</b>	The Bank's Core Procurement Principles (value for money, economy, integrity, fit for purpose, efficiency, transparency and fairness) are set out in detail in Section III. C of the Bank Policy: Procurement in IPF and Other Operational Procurement Matters.
<b>CQS</b>	Consultant's qualifications-based selection.
<b>Emergency Situations</b>	For the purposes of these Procurement Regulations, Emergency Situations include those cases where the Borrower/beneficiary or, as appropriate, the member country is deemed by the Bank to be in urgent need of assistance because of a natural or man-made disaster or conflict.
<b>EOI</b>	Expression of Interest.
<b>FA</b>	Framework Agreement.
<b>FBS</b>	Fixed-budget Based Selection; a method of evaluating the selection of Consultants where Proposals are based on a fixed budget.
<b>Fraud and Corruption</b>	The sanctionable practices of corruption, fraud, collusion, coercion and obstruction defined in the Anti-Corruption Guidelines and reflected in paragraph 2.2a of Annex IV of these Procurement Regulations.
<b>Goods</b>	A category of procurement that includes: commodities, raw material, machinery, equipment, vehicles, Plant, and related services such as transportation, insurance, installation, commissioning, training, and initial maintenance,

Abbreviation / term	Full terminology / definition
GPN	General Procurement Notice.
IBRD	International Bank for Reconstruction and Development.
IDA	International Development Association.
In Writing	This means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
Incoterms	The international commercial terms for goods published by the International Chamber of Commerce (ICC).
Initial Selection (IS)	The shortlisting process used prior to inviting request for proposals in the procurement of Goods, Works or Non-consulting Services.
Investment Project Financing (IPF)	The Bank's financing of investment projects that aims to promote poverty reduction and sustainable development. IPF supports projects with defined development objectives, activities, and results, and disburses the proceeds of Bank financing against specific eligible expenditures.
KPI	Key Performance Indicator.
LCS	Least-cost-based Selection: a method of evaluating the selection of Consultants based on the lowest price.
Legal Agreement	Each agreement with the Bank providing for a loan for a project, including Procurement Plan and all documents incorporated by reference. If the Bank enters into a project agreement with an entity implementing the project, the term includes the project agreement.
Most Advantageous Bid/Proposal	As defined in Annex X, Evaluation Criteria.
National Language	As described in Paragraphs 5.14 to 5.18, the National Language is, either: <ul style="list-style-type: none"> <li>a. the national language of the Borrower, or</li> <li>b. the language used nationwide in the Borrower's country for commercial transactions, and the Bank is satisfied that this is the language used.</li> </ul>
NGO	Non-governmental Organization.
Non-consulting Services:	Services which are not Consulting Services. Non-consulting Services are normally bid and contracted on the basis of performance of

Abbreviation / term	Full terminology / definition
	measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, and similar operations.
<b>Notification of Intention to Award</b>	The notice transmitted to Bidders/Proposers/Consultants informing them of the intention to award the contract, as described in Paragraphs 5.72 to 5.77.
<b>Paragraph</b>	A numbered paragraph within these Procurement Regulations. It excludes paragraphs in the Annexes.
<b>Plant</b>	The provision of equipped facilities, such as those executed on the basis of design, supply, installation and commissioning.
<b>PPP</b>	Public-Private Partnership.
<b>Prequalification</b>	The shortlisting process which can be used prior to inviting request for bids in the procurement of Goods, Works or Non-consulting Services.
<b>Probity Assurance Provider</b>	An independent third party that provides specialist probity services for concurrent monitoring of the Procurement Process.
<b>Procurement Documents</b>	A generic term used in these Procurement Regulations to cover all Procurement Documents issued by the Borrower. It includes: GPN, SPN, REOI, prequalification document, initial selection document, request for bids document, request for proposal documents, forms of contracts and any addenda.
<b>Procurement Plan</b>	The Borrower's Procurement Plan for IPF projects, as referred to in Paragraphs 4.4 and 4.5, and incorporated by reference in the Legal Agreement.
<b>Procurement Process</b>	The process that starts with the identification of a need and continues through planning, preparation of specifications/requirements, budget considerations, selection, contract award, and contract management. It ends on the last day of the warranty period.
<b>Procurement Regulations</b>	The "World Bank Procurement Regulations for IPF Borrowers".
<b>Project Procurement Strategy for Development (PPSD)</b>	A project-level strategy document, prepared by the Borrower, that describes how procurement in IPF operations support the development objectives of the project and deliver VFM.



<b>Abbreviation / term</b>	<b>Full terminology / definition</b>
<b>Proposal</b>	An offer, in response to a request for proposals, which may or may not include price, by one party to provide Goods, Works, Non-Consulting Services or Consulting Services to another party.
<b>Proposer</b>	An individual entity or joint venture that submits a Proposal for Goods, Works, and Non-consulting Services in response to a request for proposals.
<b>QBS</b>	Consultants Quality-based Selection.
<b>QCBS</b>	Consultants Quality and Cost-based Selection.
<b>REOI</b>	Request for Expressions of Interest.
<b>RFB</b>	Request for Bids as a selection method.
<b>RFP</b>	Request for Proposals as a selection method.
<b>RFQ</b>	Request for Quotations as a selection method.
<b>Section</b>	A Section within these Procurement Regulations for Borrowers.
<b>Sexual Exploitation and Abuse (SEA)</b>	A prohibited practice as defined in the applicable Standard Procurement Documents (SPDs).
<b>Sexual Harassment (SH)</b>	A prohibited practice as defined in the applicable Standard Procurement Documents (SPDs).
<b>Shortlist</b>	The shortlisting process used prior to inviting request for proposals in the procurement of Consulting Services.
<b>SOEs</b>	State-owned Enterprise or Institution.
<b>SPN</b>	Specific Procurement Notice.
<b>Standard Procurement Documents (SPDs)</b>	Procurement documents issued by the Bank to be used by Borrowers for IPF financed projects. These include, GPN, SPN, REOI, Standard Prequalification documents, Initial Selection documents, Request for Bids documents, and Request for Proposals documents.
<b>Standstill Period</b>	The period following the Notification of Intention to Award as described in Paragraphs 5.78 to 5.80.
<b>TOR</b>	Terms of Reference.
<b>UN Agency</b>	UN Agency broadly refers to the United Nations departments, specialized agencies, and their regional offices, funds, and programs.
<b>UNDB Online</b>	UN Development Business online. <a href="http://www.devbusiness.com">www.devbusiness.com</a>

Abbreviation / term	Full terminology / definition
VFM	Value for Money.
<b>WBG's Sanctions Framework (Sanctions Framework)</b>	A framework consisting of WBG Policy, "Sanctions for Fraud and Corruption", and other related regulations adopted by the Bank.
<b>Works</b>	A category of procurement that refers to construction, repair, rehabilitation, demolition, restoration, maintenance of civil work structures, and related services such as transportation, insurance, installation, commissioning, and training.

# Contents

	Page
<b>Section I. Introduction .....</b>	<b>1</b>
<b>Section II. General Considerations .....</b>	<b>3</b>
2.1    Applicability .....	3
2.4    Alternative Procurement Arrangements .....	3
<b>Section III. Governance .....</b>	<b>5</b>
3.1    Governance.....	5
3.2    Roles and Responsibilities.....	5
3.14   Conflict of Interest .....	6
3.18   Unfair Competitive Advantage .....	8
3.19   One Bid/Proposal per Bidder/Consultant .....	8
3.21   Eligibility.....	9
3.24   Noncompliance .....	10
3.26   Procurement-related Complaints .....	11
3.33   Fraud and Corruption.....	11
3.34   Disqualification of firms .....	11
<b>Section IV. PPSD and Procurement Plan .....</b>	<b>13</b>
4.1    Project Procurement Strategy for Development .....	13
4.4    Procurement Plan .....	13
<b>Section V. Procurement Provisions.....</b>	<b>15</b>
5.1    Advance Contracting and Retroactive Financing .....	15
5.3    National Procurement Procedures .....	15
5.7    Urgent Need of Assistance.....	16
5.8    Electronic Procurement Systems .....	16
5.9    Procurement Planning and Tracking Tool.....	16
5.10   Leased Assets .....	16
5.11   Procurement of Second-hand Goods.....	16
5.12   Sustainable Procurement.....	17
5.13   Value Engineering .....	17
5.14   Language.....	17

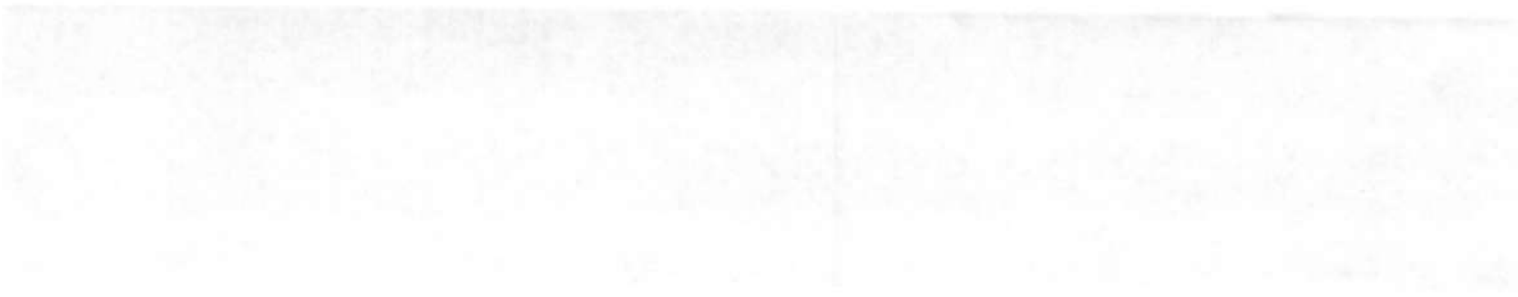
5.19	Confidential Information .....	18
5.20	Release of Evaluation Information.....	18
5.21	Communications .....	18
5.22	Publication of Procurement Opportunities.....	18
5.25	Standard Procurement Documents .....	19
5.26	Standards and Technical Specifications .....	19
5.27	Use of Brand Names .....	19
5.28	Contract Types and Arrangements .....	20
5.29	Contract Conditions .....	20
5.30	Incoterms .....	20
5.31	Clarification of Procurement Documents .....	20
5.32	Bid/Proposal Security.....	21
5.36	Bid/Proposal Preparation Period and Submission .....	21
5.38	Joint Ventures.....	22
5.39	Bid/Proposal Validity .....	22
5.40	Bid/Proposal Opening .....	22
5.49	Late Bids/Proposals.....	23
5.50	Evaluation Criteria .....	23
5.51	Domestic Preference .....	24
5.54	Currency.....	24
5.56	Price Adjustments.....	24
5.58	Rejection of Bids/Proposals .....	25
5.64	Seriously Unbalanced or Front-loaded Bids/Proposals.....	26
5.65	Abnormally Low Bids/Proposals .....	26
5.68	Most Advantageous Bid/Proposal .....	26
5.72	Notification of Intention to Award.....	27
5.78	Standstill Period .....	29
5.81	Debriefing by the Borrower .....	29
5.88	Conclusion of the Standstill Period and Contract Award.....	30
5.93	Contract Award Notice .....	31
5.96	Debriefing by the Bank .....	31
5.97	Contract Management.....	31

5.98	Records .....	32
<b>Section VI. Approved Selection Methods: Goods, Works and Non-consulting Services .</b>		
	33	
6.1	Approved Selection Methods .....	33
6.11	Market Approach Options .....	37
6.38	Particular Types of Approved Selection Arrangements .....	41
6.57	Particular Types of Contractual Arrangements.....	44
<b>Section VII. Approved Selection Methods: Consulting Services .....</b>		
	47	
7.1	Approved Selection Methods .....	47
7.16	Selection Procedures for Consulting Firms .....	50
7.22	Market Approach Options .....	51
7.26	Particular Types of Approved Selection Arrangements .....	52
7.32	Project Implementation Support Personnel .....	53
7.33	Particular Types of Contractual Arrangements.....	53
7.34	Approved Selection Methods for Individual Consultants .....	53
<b>Annex I.</b>	<b>Value for Money .....</b>	<b>55</b>
<b>Annex II.</b>	<b>Procurement Oversight.....</b>	<b>57</b>
<b>Annex III.</b>	<b>Procurement-related Complaints .....</b>	<b>63</b>
<b>Annex IV.</b>	<b>Fraud and Corruption.....</b>	<b>69</b>
<b>Annex V.</b>	<b>Project Procurement Strategy for Development .....</b>	<b>73</b>
<b>Annex VI.</b>	<b>Domestic Preference .....</b>	<b>77</b>
<b>Annex VII.</b>	<b>Sustainable Procurement.....</b>	<b>81</b>
<b>Annex VIII.</b>	<b>Contract Types .....</b>	<b>83</b>
<b>Annex IX.</b>	<b>Contract Conditions in International Competitive Procurement.....</b>	<b>85</b>
<b>Annex X.</b>	<b>Evaluation Criteria .....</b>	<b>91</b>
<b>Annex XI.</b>	<b>Contract Management.....</b>	<b>97</b>
<b>Annex XII.</b>	<b>Selection Methods .....</b>	<b>99</b>
<b>Annex XIII.</b>	<b>Competitive Dialogue.....</b>	<b>117</b>
<b>Annex XIV.</b>	<b>Public-Private Partnerships.....</b>	<b>123</b>
<b>Annex XV.</b>	<b>Framework Agreements .....</b>	<b>127</b>



## Section I. Introduction

- 1.1 Procurement in Investment Project Financing (IPF) supports Borrowers to achieve value for money (VfM) with integrity in delivering sustainable development.
- 1.2 The Bank is required by its Articles of Agreement to “make arrangements 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.” In accordance with this requirement, and other applicable Bank rules, the Bank has adopted the World Bank Procurement Regulations for IPF Borrowers (Procurement Regulations) governing the procurement of Goods, Works, Non-consulting Services, and Consulting Services for IPF operations to be financed in whole, or in part, by the Bank.
- 1.3 While in practice the specific procurement rules and procedures to be followed in the implementation of a project depend on the circumstances of the particular case, the following Bank’s Core Procurement Principles generally guide Bank decisions under these Procurement Regulations: value for money, economy, integrity, fit for purpose, efficiency, transparency and fairness.





## Section II. General Considerations

### Applicability

- 2.1 The Legal Agreement governs the legal relationship between the Borrower and the Bank. The Procurement Regulations are applicable to the procurement of Goods, Works, Non-consulting Services and Consulting Services in IPF operations, as provided for in the Legal Agreement. The rights and obligations of the Borrower and the providers of Goods, Works, Non-consulting Services and Consulting Services for IPF operations are governed by the relevant request for bids/request for proposals document and by the contracts signed by the Borrower and the providers of Goods, Works, Non-consulting Services, and Consulting Services, and not by these Procurement Regulations or the Legal Agreement. No party other than the parties to the Legal Agreement shall derive any rights from, or have any claim to, financing proceeds.
- 2.2 The Procurement Regulations do not apply to the procurement of Goods, Works, Non-consulting Services, and Consulting Services financed by the Bank:
- a. under projects where the Bank Guarantees, provided by the Bank; and
  - b. through loans made by eligible financial intermediaries to private borrowers.
- 2.3 For contracts that are not financed by the Bank, but are included in the scope of a Bank-financed project, the Borrower may adopt other procurement rules and procedures if the Bank is satisfied that:
- a. the rules and procedures will fulfill the Borrower's obligations to carry out the project diligently and efficiently; and
  - b. the Goods, Works, Non-consulting Services or Consulting Services to be procured:
    - i. are specified to a satisfactory quality, are compatible with the other elements of the project, and are consistent with the project objectives;
    - ii. will be delivered or completed in a timely manner; and
    - iii. are priced so as not to have an adverse effect on the economic and financial viability of the project.

### Alternative Procurement Arrangements

- 2.4 At the Borrower's request, the Bank (subject to its policies and rules, and applicable fiduciary and operational requirements), may agree to:
- a. rely on and apply the procurement rules and procedures of another multilateral or bilateral agency or organization, and may agree to such a party taking a leading role in providing the implementation support and monitoring of procurement activities; and
  - b. rely on and apply the procurement rules and procedures of an agency or entity of the Borrower.



## Section III. Governance

### Governance

- 3.1 The governance of procurement in IPF operations shall be managed through clear and transparent lines of accountability, and the clear definition of the roles and responsibilities of each party.

### Roles and Responsibilities

#### Borrower

- 3.2 The Borrower is responsible for carrying out procurement activities financed by the Bank in accordance with these Procurement Regulations. This includes planning, strategizing, seeking and evaluating Applications/Quotations/Bids/Proposals, and awarding and managing contracts. The Borrower shall retain all Procurement Documents and records of procurements financed by the Bank, as required in the Legal Agreement.
- 3.3 The Borrower may engage independent Probity Assurance Providers to be present during different stages of the Procurement Process, including: engagements/discussions with firms, Bid/Proposal opening, evaluation, negotiations, contract award decisions, and/or contract execution. Where the Bank requires the Borrower to appoint a Probity Assurance Provider, the Borrower shall obtain the Bank's agreement to the selection and appointment.

#### Bank

- 3.4 To ensure that Bank funds are used only for the purposes for which the financing was granted, the Bank carries out its procurement functions, including implementation support, monitoring and procurement oversight, under a risk-based approach. For details see Annex II, Procurement Oversight.

#### Prior and Post Review

- 3.5 The Bank carries out prior reviews of procurement activities that are of high value and/or high risk to determine whether the procurement is carried out in accordance with the requirements of the Legal Agreement.
- 3.6 The Bank also carries out post reviews of procurement activities undertaken by the Borrower to determine whether they comply with the requirements of the Legal Agreement. The Bank may use a third party such as a supreme audit institution, acceptable to the Bank, to carry out post reviews. Any such third party shall carry out the reviews in accordance with the terms of reference (TOR) provided to it by the Bank.
- 3.7 Whether a procurement is subject to prior or post review is determined on the basis of the project and contract-specific procurement risks. These risks are assessed by the Bank during project preparation and reassessed and updated during project implementation.
- 3.8 The requirement for a prior or post review shall be specified in the Procurement Plan. During project implementation, the Bank monitors and reassesses the risk and risk mitigation measures.

## Section III. Governance

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If necessary and appropriate, as determined by the Bank, the Bank may require the Borrower to revise the prior and/or post review requirements in the Procurement Plan.

### Independent Procurement Reviews

- 3.9 Independent procurement reviews are procurement audits performed by independent third parties appointed by the Bank when the Bank determines the need for such a review based on its assessment of risk. The Borrower shall cooperate with the third parties and provide all necessary access.

### Hands-on Expanded Implementation Support

- 3.10 The Bank may agree to provide the Borrower with hands-on expanded implementation support for procurement where the Borrower/beneficiary or, as appropriate, the member country, is deemed by the Bank to:
- a. be in urgent need of assistance because of a natural or man-made disaster or conflict; or
  - b. experience capacity constraints because of fragility or specific vulnerabilities (including small states).
- 3.11 The scope and nature of such support is determined by the Bank on a case-by-case basis. Such support does not result in the Bank's executing procurement on behalf of the Borrower, and project execution remains the Borrower's responsibility.

### **Firms and Individuals**

- 3.12 The effective participation and performance of high-quality firms and individuals is critical to achieve effective competition and VfM throughout the whole Procurement Process.
- 3.13 Firms and individuals participating in procurement in Bank IPF operations are responsible for complying with the requirements of the Procurement Documents and the contract which they may enter with the Borrower.

### **Conflict of Interest**

- 3.14 The Bank requires that firms or individuals involved in Bank IPF procurement shall not have a conflict of interest.

### **Goods, Works, and Non-consulting Services**

- 3.15 A firm shall be considered to have a conflict of interest if the firm:
- a. is providing Goods, Works, or Non-consulting Services resulting from, or directly related to, Consulting Services that it provided for the preparation or implementation of a project, or where such services were provided by an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. 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 built contract;

- b. including its personnel, has a close business or family relationship with a professional staff of the Borrower, or of the project implementing agency, or of a recipient of a part of the Bank's financing, or any other party representing or acting on behalf of the Borrower who:
  - i. is directly or indirectly involved in the preparation of the Procurement Documents or contract specifications, and/or the evaluation process of such contract;
  - ii. would be involved in the execution or supervision of such contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract; or
- c. does not comply with any other conflict of interest situation as specified in the SPDs relevant to the specific procurement process.

### **Consulting Services**

#### **3.16 The Bank requires that Consultants:**

- a. provide professional, objective and impartial advice;
- b. at all times hold the Borrower's interests paramount, without any consideration of future work; and
- c. in providing advice they avoid conflicts with other assignments and their own corporate interests.

#### **3.17 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 interests of the Borrower. Without limitation on the generality of the foregoing, Consultants shall not be hired under the circumstances set forth below:**

- a. a firm that has been engaged by the Borrower to provide Goods, Works, or Non-consulting Services for a project (or an 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. 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. a firm that has been engaged by the Borrower to provide Consulting Services for the preparation or implementation of a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consulting firm), shall be disqualified from subsequently providing Goods, Works, or Non-consulting Services resulting from, or directly related to those Consulting Services. 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;
- c. neither a Consultant (including personnel and sub-consultants), nor an affiliate (that directly or indirectly controls, is controlled by, or is under common control with that Consultant), shall be hired for any assignment that, by its nature, creates a conflict of interest with another assignment of the Consultant;

- d. 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 Bank's financing, or any other party representing or acting on behalf of the Borrower, that is 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 the 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.

## Unfair Competitive Advantage

- 3.18 Fairness and transparency in the selection process require that Consultants or their affiliates, competing for a Consulting assignment do not derive a competitive advantage from having provided Consulting Services related to it. To that end, the Borrower shall make available to all short-listed Consultants, together with the request for proposals document, all information that would give a Consultant a competitive advantage.

## One Bid/Proposal per Bidder/Proposer/Consultant

### Goods, Works, and Non-consulting Services

- 3.19 A firm shall not submit more than one Bid/Proposal, either individually or as a joint venture partner in another Bid/Proposal, except for permitted alternative Bids/Proposals. Submitting or participating in more than one Bid/Proposal results in the disqualification of all Bids/Proposals in which the firm is involved. This does not limit the inclusion of a firm as a subcontractor in more than one Bid/Proposal. However, for certain types of procurement, the participation of a Bidder/Proposer as a subcontractor in another Bid/Proposal may be permitted as allowed by the SPDs applicable to such types of procurement.

### Consulting Services

- 3.20 A Consultant shall not submit more than 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. However, this does not preclude a firm's participation as a sub-consultant, or an individual's participation as a team member, in more than one Proposal when circumstances justify and if permitted by the request for proposals document.

## Eligibility

- 3.21 The Bank permits eligible firms and individuals from all countries to offer Goods, Works, Non-consulting Services, and Consulting Services for Bank-financed projects.

### Section III. Governance

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3.22 In connection with any procurement to be financed in whole or in part by the Bank, the Borrower shall not deny participation of, or award to, an Applicant/ Bidder/Proposer/Consultant for reasons unrelated to:

- a. its capability and resources to successfully perform the contract; or
- b. conflict of interest situations covered under Paragraphs 3.14 to 3.17 (Conflict of Interest).

3.23 As exceptions to Paragraphs 3.21 and 3.22:

a. Firms or individuals from a country, or Goods manufactured in a country, may be excluded if:

- i. as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods, Works, Non-consulting Services, or for the procurement of Consulting Services. When the procurement is implemented across jurisdictional boundaries (more than one country is involved in the procurement), exclusion of a firm or individual on this basis by one country may be applied to that procurement across other countries involved if the Bank, and all the Borrowers involved in that procurement, agree; 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 import of Goods from, or payments to, a particular country, person, or entity. When 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. State-owned enterprises (SOEs) or institutions of the Borrower's country may be eligible to compete and be awarded contracts in the Borrower's country only if they can establish, in a manner acceptable to the Bank, that they:

- i. are legally and financially autonomous;
- ii. operate under commercial law; and
- iii. are not under supervision by the agency contracting them.

c. As an exception to Paragraph 3.23 b., when the Goods, Works, Non-consulting Services, or Consulting Services provided by SOEs, state-owned universities, research centers, or institutions are of a unique and exceptional nature because of the absence of suitable private sector alternatives, or as a consequence of the regulatory framework, or because their participation is critical to project implementation, the Bank may agree to the contracting of these entities on a case-by-case basis.

d. On a case-by-case basis, the Bank may agree to the hiring of government officials and civil servants of the Borrower's country under Consulting contracts in the Borrower's country, either as individuals or as members of the team of experts proposed by a Consulting firm, only when:

- i. the services of the government officials and civil servants of the Borrower's country are of a unique and exceptional nature, or their participation is critical to project implementation;

- ii. their hiring would not create a conflict of interest; and
    - iii. their hiring does not conflict with any laws, regulations, or policies of the Borrower.
  - e. A firm or individual declared ineligible, sanctioned pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework. For details see Annex IV, Fraud and Corruption.
  - f. If requested by the Borrower, the Bank may agree that in Bank-financed contracts, the request for bids/request for proposals document states that a firm or individual that is under a sanction of debarment from being awarded a contract by the proper judicial or administrative authorities in the Borrower's country and pursuant to its relevant laws is ineligible to be awarded a Bank-financed contract, provided that the Bank concludes to its satisfaction that the debarment relates to Fraud or Corruption and follows a judicial or administrative proceeding affording the firm or the individual adequate due process.
- 3.24 As an exception to Paragraph 3.22:
- a. A firm disqualified by the Bank, in accordance with Paragraph 3.34 (non-compliance with contractual SEA/SH Prevention and Response obligations), shall be excluded from being awarded a contract to be financed in whole or in part by the Bank.

## Noncompliance

- 3.25 If the Bank determines that the Borrower has not complied with the procurement requirements set out in the Legal Agreement, the Bank may, in addition to exercising the legal remedies set out in the Legal Agreement, take other appropriate actions, including declaring misprocurement (for example, due to the failure to address complaints in accordance with applicable requirements).
- 3.26 Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still take appropriate actions and exercise legal remedies, regardless of whether the project has closed or not, if it concludes that the no objection or the notice of satisfactory resolution was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract had been substantially modified without the Bank's no objection.

## Procurement-related Complaints

- 3.27 Procurement-related complaints (Complaints) should be submitted to the Borrower in a timely manner, at the appropriate stage of the procurement process, and when so submitted, the Borrower shall address them promptly and fairly. Timeliness, in both the submission of Complaints and their resolution, is of critical importance in order to avoid undue delay and disruption in the project of which the procurement is a part.
- 3.28 All Complaints shall be recorded by the Borrower in the appropriate tracking and monitoring system, as agreed between the Bank and the Borrower.
- 3.29 Those Complaints arising in connection with contracts for which the SPDs are required to be used, shall be administered and handled in accordance with Annex III, Procurement-related Complaints. The contracts where the Borrower shall use the SPDs shall be specified in the Procurement Plan for the project.



- 3.30 Whenever the SPDs are required to be used, a Standstill Period shall apply, unless otherwise provided under Paragraph 5.80.
- 3.31 Complaints, other than those covered under Annex III, Procurement-Related Complaints, are to be handled by the Borrower in accordance with the applicable complaint review rules and procedures as agreed by the Bank.
- 3.32 A Complaint that includes allegations of Fraud or Corruption may require special treatment. The Borrower and the Bank shall consult to determine any additional actions that may be necessary.

### **Fraud and Corruption**

- 3.33 The Bank requires application of, and compliance with, the Bank's Anti-Corruption Guidelines, including without limitation the Bank's right to sanction and the Bank's inspection and audit rights. For details see Annex IV, Fraud and Corruption.

### **Disqualification of firms**

- 3.34 The Bank may disqualify a firm from being awarded a contract, financed in whole or in part by the Bank, for a period of two years if the firm has been determined to be non-compliant with its contractual SEA/SH Prevention and Response obligations. The determination of non-compliance shall be made in accordance with the procedures specified in the applicable SPD.



## Section IV. PPSD and Procurement Plan

### Project Procurement Strategy for Development

- 4.1 The Bank requires the Borrower to develop a Project Procurement Strategy for Development (PPSD) for each project financed under IPF. The PPSD shall address how procurement activities will support the development objectives of the project and deliver the best Value for Money (VfM) under a risk-based approach. It shall provide adequate justification for the selection methods in the Procurement Plan. The level of detail and analysis in the PPSD shall be proportional to the risk, value and complexity of the project procurement. The initial Procurement Plan shall normally cover at least the first eighteen (18) months of the project implementation.
- 4.2 The Borrower prepares the PPSD and Procurement Plan during project preparation, and the Bank reviews the PPSD and agrees to the Procurement Plan before the completion of loan negotiations. The Procurement Plan, approved by the Bank during loan negotiations, is incorporated by reference in the Legal Agreement, making it legally binding on the Borrower. The Borrower shall submit updates of the Procurement Plan to the Bank for its review and approval. Once it has provided its no-objection, the Bank arranges for the publication of the Procurement Plan and all its updates on its external website. For details, see Annex V, Project Procurement Strategy for Development.
- 4.3 The Borrower may prepare a high level, simplified PPSD in situations of urgent need of assistance because of a natural or man-made disaster or conflicts recognized by the Bank, provided that the simplified procurement arrangements in the PPSD are consistent with the Bank's Core Procurement Principles.

### Procurement Plan

- 4.4 The Procurement Plan, including its updates, shall include:
  - a. a brief description of the activities/contracts;
  - b. the selection methods to be applied;
  - c. cost estimates;
  - d. time schedules;
  - e. the Bank's review requirements;
  - f. the applicable Procurement Documents; and
  - g. any other relevant procurement information.
- 4.5 For Emergency Situations, the simplified Procurement Plan may be completed during the implementation stage.



## Section V. Procurement Provisions

### Advance Contracting and Retroactive Financing

- 5.1 The Borrower may wish to proceed with the procurement process before signing the Legal Agreement. In such cases, if the eventual contracts are to be eligible for Bank IPF the procurement procedures, including advertising, shall be consistent with Sections I, II and III of these Procurement Regulations. A Borrower undertakes such advance procurement at its own risk, and any concurrence by the Bank on the procedures, documentation, or proposal for award of contract, does not commit the Bank to finance the project in question.
- 5.2 If the contract is signed, reimbursement by the Bank of any payments made by the Borrower under the contract prior to signing the Legal Agreement is referred to as retroactive financing and is only permitted within the limits specified in the Legal Agreement.

### National Procurement Procedures

- 5.3 When approaching the national market, as agreed in the Procurement Plan, the country's own procurement procedures may be used. These procurement procedures shall be consistent with the Bank's Core Procurement Principles and ensure that the Bank's Anti-Corruption Guidelines and Sanctions Framework and contractual remedies set out in its Legal Agreement apply.
- 5.4 For national open competitive procurement the following requirements apply:
  - a. open advertising of the procurement opportunity at the national level;
  - b. the procurement is open to eligible firms from any country;
  - c. the request for bids/request for proposals document shall require that Bidders/Proposers submitting Bids/Proposals present a signed acceptance at the time of bidding, to be incorporated in any resulting contracts, confirming application of, and compliance with, the Bank's Anti-Corruption Guidelines, including without limitation the Bank's right to sanction and the Bank's inspection and audit rights;
  - d. the Procurement Documents include sufficient provisions, as agreed with the Bank, to adequately mitigate against environmental and social (including SEA/SH), risks and impacts;
  - e. contracts with an appropriate allocation of responsibilities, risks, and liabilities;
  - f. publication of contract award information;
  - g. rights for the Bank to review procurement documentation and activities;
  - h. an effective complaints mechanism; and
  - i. maintenance of records of the Procurement Process.
- 5.5 Other national procurement arrangements (other than national open competitive procurement), that may be applied by the Borrower (such as limited/restricted competitive bidding, request for quotations/shopping, direct contracting), shall be consistent with the requirements set out in paragraphs 5.3 and 5.4 d. as appropriate, of this Section.
- 5.6 In all cases, the national procurement procedures to be used shall give due attention to quality aspects.

## Urgent Need of Assistance and Capacity Constraints

- 5.7 The Bank may accept the use of the Borrowers' national procurement arrangements in accordance with the relevant provisions of these Procurement Regulations in situations where the Borrower/beneficiary or, as appropriate, the member country, is deemed by the Bank to:
- a. be in urgent need of assistance because of a natural or man-made disaster or conflict (Emergency Situations); or
  - b. experience capacity constraints because of fragility or specific vulnerabilities (including small states).

## Electronic Procurement Systems

- 5.8 Borrowers may use electronic procurement systems (e-Procurement) for aspects of the Procurement Process, including: issuing Procurement Documents, and addenda, receiving Applications/quotations/Bids/Proposals, and carrying out other procurement actions, provided the Bank is satisfied with the adequacy of the system, including its accessibility, security and integrity, confidentiality, and audit trail features.

## Procurement Planning and Tracking Tool

- 5.9 Unless otherwise agreed with the Bank in the Legal Agreement, the Borrower shall use the Bank's online procurement planning and tracking tools to record all procurement actions under IPF operations, including preparing, updating and clearing its Procurement Plan, and seeking and receiving the Bank's review and No-objection to procurement actions as required.

## Leased Assets

- 5.10 Leasing may be appropriate when there are economic and/or operational benefits to the Borrower (e.g., lower financing costs, tax benefits, assets used for a temporary period, reducing risks of obsolescence). Borrowers may use leasing if it is agreed with the Bank and specified in the Procurement Plan. Appropriate risk mitigation measures shall also be agreed with the Bank.

## Procurement of Second-hand Goods

- 5.11 If agreed with the Bank and specified in the Procurement Plan, the Borrower may procure second-hand Goods if doing so would provide an economic and efficient means of achieving the project's development objectives. The following requirements shall apply:
- a. any risk mitigation measures that may be necessary shall be reflected in the PPSD;
  - b. the procurement of second-hand Goods shall not be combined with the procurement of new Goods;
  - c. the technical requirements/specifications shall describe the minimum characteristics of the second-hand Goods, including the age and condition; and
  - d. appropriate warranty provisions shall be specified.

## Sustainable Procurement

- 5.12 If agreed with the Bank, Borrowers may include additional sustainability requirements in the Procurement Process, including their own sustainable procurement policy requirements, if they are applied in ways that are consistent with the Bank's Core Procurement Principles. For details see Annex VII, Sustainable Procurement.

## Value Engineering

- 5.13 Value engineering is a systematic and organized approach to provide the necessary functions in a contract at the optimal cost. Value engineering promotes the reduction of time or the substitution of materials, methods, or less expensive alternatives, all without sacrificing needed functionality, longevity, or reliability. Value engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics. Request for bids/request for proposals documents may allow the application of value engineering. The mechanism for application of value engineering during contract execution shall be as specified in the contract documents.

## Language

- 5.14 For international competitive procurements, all Procurement Documents shall be in English, French, or Spanish, as the Borrower chooses. The Borrower may also issue translated versions of these documents in another language, which should be the National Language. The National Language is, either:
- a. the national language of the Borrower; or
  - b. the language used nationwide in the Borrower's country for commercial transactions, and the Bank is satisfied that this is the language used.
- 5.15 The Borrower shall take full responsibility for the correct translation of the documents into the National Language. In case of any discrepancy, the text in English, French, or Spanish prevails. If Procurement Documents are issued in two languages, potential Applicants/Bidders/Proposers/Consultants may submit their Applications/Bids/Proposals in either of those two languages.
- 5.16 For international competitive procurement that is subject to prior review, the Borrower has the responsibility to furnish to the Bank an accurate translation of the evaluation report for Prequalification/Initial Selection/Shortlisting/Bid/Proposal, draft contract and the conformed copy of the contract in the internationally used language specified in the request for bids/request for proposals documents, that is, English, French, or Spanish. The Borrower shall also furnish to the Bank an accurate translation of any subsequent modifications of such contracts.
- 5.17 For national procurement, Procurement Documents may be in the National Language. When the Procurement Documents are in the National Language, the Bank may require the Borrower to provide, for its review, an accurate translation in English, French, or Spanish.
- 5.18 The contract signed with the winning Bidder/Proposer/Consultant shall always be written in the language in which the Bid/Proposal was submitted, which shall be the one that governs the contractual relations between the Borrower and the winning Bidder/ Proposer/Consultant. The contract shall not be signed in more than one language.

## Confidential Information

- 5.19 Without prejudice to the principle of transparency and other obligations pursuant to these Procurement Regulations, in particular those relating to the publication of the Contract Award Notice and debriefing of unsuccessful Bidders/Proposers/Consultants, the Borrower shall not disclose information provided by Applicants/Bidders/Proposers/ Consultants in their Applications/Bids/Proposals, which they have marked as confidential. This may include proprietary information, trade secrets and commercial or financially sensitive information.

## Release of Evaluation Information

- 5.20 The Borrower shall treat information relating to the examination, clarification, and evaluation of Applications/Bids/Proposals in such a way as to avoid disclosure of their contents to any other Applicant/Bidder/Proposer/Consultant participating in the selection process, or any other party not authorized to have access to this type of information, until the Borrower notifies the outcome of evaluation of Applications/Bids/Proposals, in accordance with the procedures in the applicable Procurement Documents.

## Communications

- 5.21 Communications between the Borrower and Applicants/Bidders/Proposers/Consultants during the different stages of the Procurement Process shall be In Writing with proof of receipt. The Borrower shall keep a written record of meetings, such as: early market engagement, Competitive Dialogue, and exploratory/clarification meetings.

## Publication of Procurement Opportunities

- 5.22 Timely notification of procurement opportunities is essential in competitive procurement. A General Procurement Notice (GPN) is required for all procurement financed by the Bank that is expected to involve open International competitive procurement (except for operations involving a program of imports). The Borrower is required to prepare and submit to the Bank a GPN before beginning any procurement activity under a project. The Bank arranges for the publication of the GPN in UN Development Business online (UNDB Online) and on the Bank's external website. The GPN contains the following information:
- a. the name of the Borrower (or prospective Borrower);
  - b. the purpose and amount of the financing;
  - c. the scope of procurement reflecting the Procurement Plan;
  - d. the Borrower's contact point;
  - e. if available, the address of a free-access website on which the subsequent Specific Procurement Notice/s (SPNs) will be posted; and
  - f. if known, an indication of the scheduled dates for the specific procurement opportunities.
- 5.23 The Borrower shall advertise the SPN:
- a. on its free-access website, if available;



## Section V. Procurement Provisions

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- b. in at least one newspaper of national circulation in the Borrower's country; or
  - c. in the official gazette.
- 5.24 For open international competitive procurement:
- a. the Borrower shall also publish the SPN in UNDB online and, if possible, in an international newspaper of wide circulation; and
  - b. the Bank arranges for the simultaneous publication of the SPN on its external website.

### Standard Procurement Documents

- 5.25 For international competitive procurement, the Borrower shall use the SPDs, available on the Bank's external website at [www.worldbank.org/procurement/standarddocuments](http://www.worldbank.org/procurement/standarddocuments). For Procurement involving national competitive Procurement, the Borrower may use its own Procurement Documents, acceptable to the Bank.

### Standards and Technical Specifications

- 5.26 Standards and technical specifications in applicable Procurement Documents shall promote the broadest possible competition, while ensuring performance or other requirements for the procurement. To the extent possible, in international competitive procurement, the Borrower shall specify internationally accepted standards with which the equipment, materials or workmanship shall comply. When such international standards do not exist or are inappropriate, national standards may be specified. In all cases, the Procurement Documents shall state that equipment, material, or workmanship meeting other standards that are at least substantially equivalent to the specified standards will also be accepted.

### Use of Brand Names

- 5.27 Specifications shall be based on relevant technical characteristics and/or performance requirements. References to brand names, catalogue numbers, or similar classifications shall be avoided. If it is justified to specify a brand name or catalogue number of a particular manufacturer to clarify an otherwise incomplete specification, the words 'or equivalent' shall be added after such a reference to permit the acceptance of offers for Goods that have similar characteristics and performance at least substantially equivalent to those specified.

### Contract Types and Arrangements

- 5.28 The selection of contract types and arrangements takes into account the nature, risk, and complexity of the procurement, and VfM considerations. Applicable contract types and arrangements include: lump sum, turnkey, performance-based, unit price, time-based, Framework Agreements, build-own-operate, and build-operate-transfer. For details see Annex VIII, Contract Types.

## Contract Conditions

- 5.29 The conditions of contract in procurement financed by the Bank shall provide an appropriate allocation of rights and obligations, risks and liabilities, informed by an analysis of which party is best placed to manage the risks, bearing in mind the costs and incentives of risk allocation. For details see Annex IX, Contract Conditions in International Competitive Procurement. The contract documents shall clearly define the:
- a. scope of work to be performed;
  - b. Goods, Works, Non-consulting Services, or Consulting Services to be provided;
  - c. rights and obligations of the contracting parties; and
  - d. other appropriate conditions.

## Incoterms

- 5.30 In international competitive procurement, Incoterms shall be used for the procurement of Goods. The Procurement Documents shall specify the applicable version of the Incoterms that shall be used.

## Clarification of Procurement Documents

- 5.31 Potential Applicants/Bidders/Proposers/Consultants may request, In Writing, clarifications of Procurement Documents issued by the Borrower. A Borrower's response to a request for clarification shall not divulge information that might give an unfair advantage. All clarifications and addenda of prequalification/initial selection/request for bids/request for proposals documents, shall be In Writing and shall be sent simultaneously to each recipient of the original documents and all potential Applicants/Bidders/Proposers/Consultants on record, in sufficient time to enable them to take appropriate action.
- 5.32 Any modification to issued Procurement Documents shall be introduced in the form of an addendum which shall be In Writing. If necessary, the deadline for Application/Bid/Proposal submission should be extended.

## Bid/Proposal Security

### Goods, Works, and Non-consulting Services

- 5.33 For the procurement of Goods, Works, or Non-consulting Services, Borrowers may require a Bid/Proposal security. Such a security shall be in the amount and form specified in the request for bids/request for proposal document and shall remain valid for a period sufficient to provide reasonable time for the Borrower to act if the security is to be called upon. This period is generally four (4) weeks beyond the validity period for the Bids/Proposals. The Bid securities of unsuccessful Bidders/Proposers shall be released once the contract is signed with the successful Bidder/Proposer.
- 5.34 Bid/Proposal securities shall be issued by a reputable bank, or a non-bank financial institution (such as an insurance, or bonding or surety company), located in any eligible country, selected by the

Bidder/Proposer. If the Bid/Proposal security is issued by a non-bank financial institution located outside the Borrower's country and is not enforceable in the Borrower's country, the financial institution shall have a correspondent financial institution located in the Borrower's country to make it enforceable. Bidders/Proposers shall be allowed to submit Bid/Proposal securities in the form of bank guarantees directly issued by the bank of their choice located in any eligible country.

- 5.35 In place of a Bid/Proposal security, the Borrower may require Bidders/Proposers to sign a Bid/Proposal securing declaration accepting that if they withdraw or modify their Bids/Proposals during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the entity that invited the Bids/Proposals.

### **Bid/Proposal Preparation Period and Submission**

- 5.36 The time allowed for the preparation and submission of Bids/Proposals shall be determined with due consideration of the particular circumstances of the project and the magnitude, risk, and complexity of the procurement. The minimum period allowed for preparation of Bids/Proposals shall be thirty (30) Business Days for open international competitive procurement, unless otherwise agreed with the Bank. For complex procurement, the Borrower may arrange a pre-Bid/pre-Proposal conference in which potential Bidders/Proposers/Consultants may meet with Borrower representatives to seek clarifications. The Borrower should also provide reasonable access to project sites for prospective Bidders/Proposers/Consultants.
- 5.37 The deadline and place for the receipt of Bids/Proposals shall be specified in the SPN and the request for bids/request for proposal document. Potential Bidders/Proposers/Consultants may submit Bids/Proposals by mail or in person. Borrowers may also use electronic systems in accordance with Paragraph 5.8.

### **Joint Ventures**

- 5.38 Firms participating in Bank-financed contracts may form joint ventures with domestic and/or foreign firms to enhance their qualifications and capabilities. A joint venture may be for the long term (independent of any particular procurement), or for a specific procurement. All the partners in a joint venture shall be jointly and severally liable for the entire contract. The Bank does not accept conditions of participation in a procurement process that require mandatory joint ventures or other forms of mandatory association between firms.

### **Bid/Proposal Validity**

- 5.39 The Bid/Proposal validity period specified in the request for bids/request for proposal document shall be sufficient to enable the Borrower to:
- a. complete the comparison and evaluation of Bids/Proposals;
  - b. obtain necessary approvals within the Borrower's entity;
  - c. allow for the Bank's prior review, if required in the Procurement Plan; and